DPS Schedule 6 (Order Form Template and Order Schedules)

Order Form - Customer and Stakeholder Insights Research

ORDER REFERENCE:	**C139074**
THE BUYER:	The Secretary of State for Health and Social Care, as part of the Crown, acting through the Medicines and Healthcare products Regulatory Agency (MHRA)
BUYER ADDRESS	10 South Colonnade, Canary Wharf, London E14 4PU
THE SUPPLIER:	Woodnewton Associates Limited
SUPPLIER ADDRESS:	5 Chancery Lane, London WC2A 1LG (Registered Address - c/o Langtons Chartered Accountants LLP, The Plaza, 100 Old Hall Street, Liverpool, L3 9QJ)
REGISTRATION NUMBER:	05865976
DUNS NUMBER:	51-585-0316

DPS SUPPLIER REGISTRATION SERVICE ID: N/A

APPLICABLE DPS CONTRACT

This Order Form is for the provision of the Deliverables (under a Defined Term Agreement contracting arrangement) and is dated 23/01/2023.
It is issued under the DPS Contract with the reference number RM6126 for the provision of Research and Insights.

DPS FILTER CATEGORY(IES):
The following filters were used to arrive at a shortlist of Suppliers for this Procurement Call for Competition:

Subject Area

Business, Finance and the Economy – Competition, markets and mergers, and emerging markets
Health, public services and society – Public Health
Science, Technology, Engineering and Manufacturing – Pharmaceuticals

Research Methods

Analysis and Modelling: content analysis; data mining; impact assessment; linguistic analysis; multivariate analysis; performance analysis; risk analysis; segmentation analysis; and/or thematic analysis.
Data Collection/Fieldwork Method (general): mixed method; face-to-face; online; telephone; diary; and/or mystery shopping.
Data Collection/Fieldwork Method (quantitative and qualitative approaches): omnibus; case studies; co-creation/co-design; deliberative research; depth interviews; focus group discussions; narrative inquiry/narrative analysis; observation; and/or workshops.
Evaluation and Emphasis Synthesis: impact evaluation; value for money evaluation; feasibility study; Rapid Evidence Assessment; literature review/narrative review; meta-analysis; and/or horizon scanning.
Sample Design/Source: random/stratified random sample; probability-based sample; quota-based sample; cluster sampling; address-based online sampling; convenience sampling; use of a customer list; free-found; mixed mode; Online Community; panel; postal address file; and/or two-stage sampling.

Research Specialisms

Brand awareness research; business-to-business research; communications testing research; concept testing research; customer journey research; customer satisfaction research; employee/staff engagement and satisfaction research; longitudinal research; reputational research; stakeholder research; tracking research; misinformation/disinformation; and/or public polling.

Target Participants

Business and the Economy; Businesses/companies; Senior Executives (“C-Suite); and/or Consumers.

Location

UK and/or International.

ORDER INCORPORATED TERMS

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

1. This Order Form including the Order Special Terms and Order Special Schedules.
2. Joint Schedule 1 (Definitions and Interpretation) RM6126 – separate attachment
3. DPS Special Terms – **not applicable**
4. The following Schedules in equal order of precedence:
   - Joint Schedules for **RM6126**
     - Joint Schedule 2 (Variation Form) – appended below
     - Joint Schedule 3 (Insurance Requirements) – appended below standard provisions apply
     - Joint Schedule 4 (Commercially Sensitive Information) – appended below
     - Joint Schedule 6 (Key Subcontractors) – appended below
     - Joint Schedule 10 (Rectification Plan) – appended below
     - Joint Schedule 11 (Processing Data) – appended below
   - Order Schedules for **C139074**
     - Order Schedule 1 (Transparency Reports) – appended below
     - Order Schedule 2 (Staff Transfer) – Parts C & E may apply – appended below
     - Order Schedule 3 (Continuous Improvement) – appended below
     - Order Schedule 5 (Pricing Details) – appended below
     - Order Schedule 7 (Key Supplier Staff) – appended below
     - Order Schedule 8 (Business Continuity and Disaster Recovery) – appended below
     - Order Schedule 9 (Security) – short form applies – appended below Order Schedule 10 (Exit Management) – appended below
     - Order Schedule 14 (Service Levels) – appended below
     - Order Schedule 20 (Order Specification) – appended below
5. CCS Core Terms (DPS version) v1.0.3 – appended below.
6. Joint Schedule 5 (Corporate Social Responsibility) RM6126 – appended below
7. Order Schedule 4 (Order Tender) as long as any parts of the Order Tender offer a better commercial position for the Buyer (as decided by the Buyer) – to take precedence over the documents above - appended below.

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

ORDER SPECIAL TERMS
The following Special Terms are incorporated into this Order Contract: **None**

ORDER START DATE:	**23rd January 2023**
ORDER EXPIRY DATE:	**22nd January 2027**
ORDER INITIAL PERIOD:	**48 Months, subject to earlier termination**

DELIVERABLES

Option B: See details in Order Schedule 20 (Order Specification) and Order Schedule 4 (Order Tender).

The research projects/Requirements shall be called off as required (on an ad hoc basis), under a Defined Term Agreement contracting approach with an Order Contract awarded for a period of time to cover work on any number of research projects as required; the details/deliverables and costs shall be agreed per project.

In addition, the Supplier shall prepare and deliver to the Buyer for the Buyer's approval:

- A BCDR Plan – within ninety (90) Working Days following the Start Date (this Plan should be tested regularly);
- An initial Continuous Improvement Plan for the first Contract Year - within six (6) Months following the Start Date; an annual updated Continuous Improvement Plan should be submitted for approval, thereafter;
- A Security Management Plan - within sixty (60) Working Days following the Start Date;
- An Exit Plan - within three (3) Months following the Start Date.

(as per the relevant Schedules appended below).

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

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is Redacted under FOIA Sect 43(2) Commercial Interests (Estimated Charges in the first 12 months of the Contract).

ORDER CHARGES
Option B: See details in Order Schedule 5 (Pricing Details)
The Charges will not be impacted by any change to the DPS Pricing.

REIMBURSABLE EXPENSES
None (unless agreed)

PAYMENT METHOD
Invoice(s) must be submitted electronically and be presented in accordance with the payment terms/invoicing milestones agreed for the relevant research project.

The Buyer shall pay the appointed Supplier the charges within 30 days' of receipt of a valid, undisputed invoice. Each Invoice must include a supporting breakdown of the work that has been completed and the associated values. Payment shall only be made following the satisfactory delivery of the agreed Services and deliverables.

The Buyer has a "no purchase order no pay policy" in place. Any work or expense the Supplier undertakes prior to receipt of a purchase order shall be undertaken solely at their risk. Any invoice submitted must display the valid purchase order number and the invoice value must not exceed the value of the purchase order. Invoices not meeting these requirements could be rejected and therefore payment delayed.

BUYER'S INVOICE ADDRESS:
Accounts Payable
Medicines and Healthcare Products Regulatory Agency
10 South Colonnade
Canary Wharf
London, E14 4PU
Accountspayable@mhra.gov.uk

Invoices to be submitted electronically, by email.

BUYER'S AUTHORISED REPRESENTATIVE (AND CONTRACT MANAGER)
Redacted under FOIA Section 40 Personal Info
Redacted under FOIA Section 40 Personal Info
Medicines and Healthcare products Regulatory Agency
10 South Colonnade
Canary Wharf
London, E14 4PU
Redacted under FOIA Section 40 Personal Info

BUYER'S ENVIRONMENTAL POLICY

No Buyer's policy; however, the Supplier shall support the Buyer with reducing environmental impact in the delivery of the Services where possible.

BUYER'S SECURITY POLICY

No Buyer's policy; however, the Supplier shall comply with the security requirements in Order Schedule 9 (Security).

SUPPLIER'S AUTHORISED REPRESENTATIVE

Redacted under FOIA Section 40 Personal Info

Redacted under FOIA Section 40 Personal Info

Woodnewton Associates Ltd
5 Chancery Lane
London, WC2A 1LG

Redacted under FOIA Section 40 Personal Info

Redacted under FOIA Section 40 Personal Info

SUPPLIER'S CONTRACT MANAGER (AND KEY POINT OF CONTACT)

Redacted under FOIA Section 40 Personal Info

Project Lead and Contract Manager
Woodnewton Associates Ltd
5 Chancery Lane
London, WC2A 1LG

Redacted under FOIA Section 40 Personal Info

Redacted under FOIA Section 40 Personal Info

PROGRESS/PERFORMANCE MONITORING REPORTS FREQUENCY

Within the first/last week of each calendar month – mutually agreed dates (this may be changed to quarterly). Content/format to be agreed.

Ad hoc Management Information may also be requested by the Buyer – the timescales shall be agreed.

PROGRESS/PERFORMANCE REVIEW MEETINGS FREQUENCY

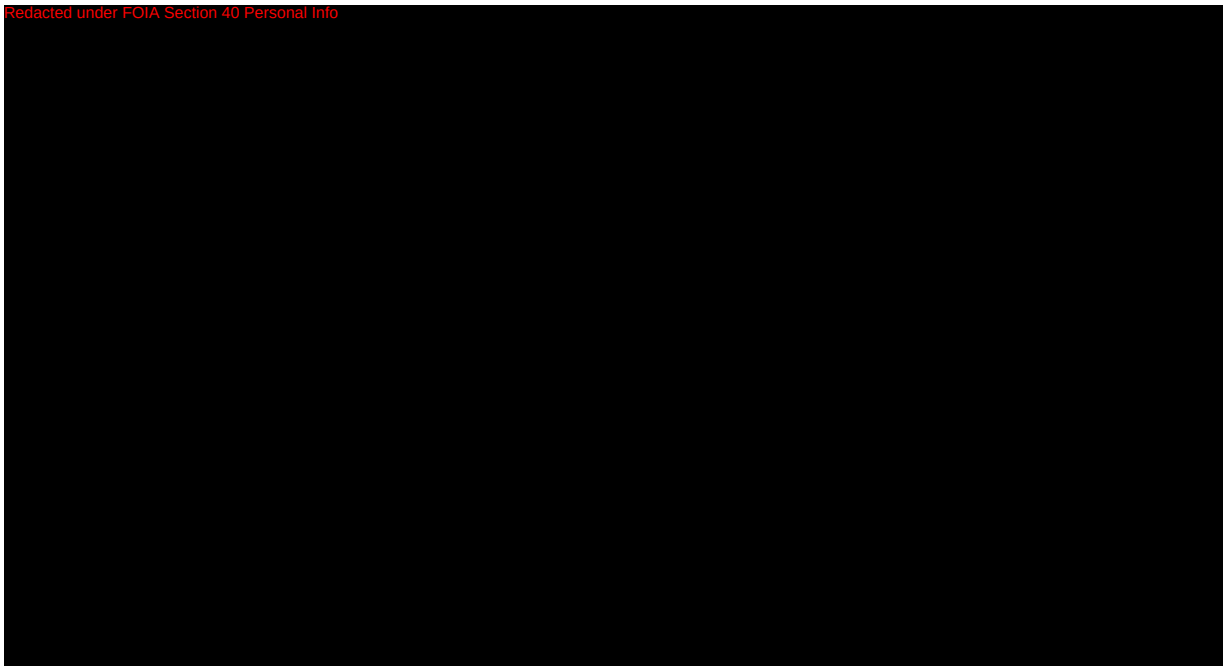
Within first/last week of every quarter in each Contract year – mutually agreed dates. Agenda to be agreed. Other ad hoc meetings may also be arranged, as needed.

In addition to these meetings, there will be the requirement for regular/weekly progress catch-ups during the course of a research project.

The Supplier shall be contactable in the standard business hours of 0900-1800 Monday to Friday excluding Bank Holidays.

KEY STAFF

Redacted under FOIA Section 40 Personal Info



KEY SUBCONTRACTOR(S)

Redacted under FOIA

E-AUCTIONS
Not Applicable

COMMERCIALLY SENSITIVE INFORMATION
See Joint Schedule 4 (Commercially Sensitive Information) – appended below.

SERVICE CREDITS
Not Applicable

ADDITIONAL INSURANCES
Standard Insurance requirements apply, as per Joint Schedule 3 (Insurance Requirements).

GUARANTEE
Not Applicable

SOCIAL VALUE COMMITMENT
The Supplier agrees, in providing the Deliverables and performing its obligations under the Order Contract, that it will comply with the social value commitments in Order Schedule 4 (Order Tender).

For and on behalf of the Supplier:		**For and on behalf of the Buyer:**	
Signature:	Redacted under FOIA Section 40 Personal Info	Signature:	Redacted under FOIA Section 40 Personal Info
Name:	Redacted under FOIA Section 40 Personal Info	Name:	Redacted under FOIA Section 40 Personal Info
Role:	Redacted under FOIA Section 40 Personal Info	Role:	Redacted under FOIA Section 40 Personal Info
Date:	14 April 2023	Date:	6 June 2023

Core Terms - DPS

1. Definitions used in the Contract

1.1 Interpret this Contract using Joint Schedule 1 (Definitions).

2. How the contract works

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

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

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

2.4 If the Buyer decides to buy Deliverables under the DPS Contract it must use DPS Schedule 7 (Order Procedure) and must state its requirements using DPS Schedule 6 (Order Form Template and Order Schedules). If allowed by the Regulations, the Buyer can:

(a) make changes to DPS Schedule 6 (Order Form Template and Order Schedules);
(b) create new Order Schedules;
(c) exclude optional template Order Schedules; and/or
(d) use Special Terms in the Order Form to add or change terms.

2.5 Each Order Contract:

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

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

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

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

(a) verify the accuracy of the Due Diligence Information; or
(b) properly perform its own adequate checks.

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

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

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

2.12 A Supplier can only receive Orders under the DPS Contract while it meets the basic access requirements for the DPS stated in the FTS Notice. CCS can audit whether a Supplier meets the basic access requirements at any point during the DPS Contract Period.

3. What needs to be delivered

3.1 All deliverables

3.1.1 The Supplier must provide Deliverables:

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

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

3.2 Goods clauses

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

3.2.2 All manufacturer warranties covering the Goods must be assignable to the Buyer on request and for free.

3.2.3 The Supplier transfers ownership of the Goods on Delivery or payment for those Goods, whichever is earlier.

3.2.4 Risk in the Goods transfers to the Buyer on Delivery of the Goods, but remains with the Supplier if the Buyer notices damage following Delivery and lets the Supplier know within 3 Working Days of Delivery.

3.2.5 The Supplier warrants that it has full and unrestricted ownership of the Goods at the time of transfer of ownership.

3.2.6 The Supplier must deliver the Goods on the date and to the specified location during the Buyer's working hours.

3.2.7 The Supplier must provide sufficient packaging for the Goods to reach the point of Delivery safely and undamaged.

3.2.8 All deliveries must have a delivery note attached that specifies the order number, type and quantity of Goods.

3.2.9 The Supplier must provide all tools, information and instructions the Buyer needs to make use of the Goods.

3.2.10 The Supplier must indemnify the Buyer against the costs of any Recall of the Goods and give notice of actual or anticipated action about the Recall of the Goods.

3.2.11 The Buyer can cancel any order or part order of Goods which has not been Delivered. If the Buyer gives less than 14 days' notice then it will pay the Supplier's reasonable and proven costs already incurred on the cancelled order as long as the Supplier takes all reasonable steps to minimise these costs.

3.2.12 The Supplier must at its own cost repair, replace, refund or substitute (at the Buyer's option and request) any Goods that the Buyer rejects because they do not conform with Clause 3. If the Supplier does not do this it will pay the Buyer's costs including repair or re-supply by a third party.

3.3 Services clauses

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

3.3.2 The Supplier must co-operate with the Buyer and third party suppliers on all aspects connected with the Delivery of the Services and ensure that Supplier Staff comply with any reasonable instructions.

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

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

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

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

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

4. Pricing and payments

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

4.2 CCS must invoice the Supplier for the Management Levy and the Supplier must pay it using the process in DPS Schedule 5 (Management Levy and Information).

4.3 All Charges and the Management Levy:

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

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

4.5 A Supplier invoice is only valid if it:

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

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

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

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

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

4.10 If CCS or the Buyer uses Clause 4.9 then the DPS Pricing (and where applicable, the Charges) must be reduced by an agreed amount by using the Variation Procedure.

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

5. The buyer's obligations to the supplier

5.1 If Supplier Non-Performance arises from an Authority Cause:

(a) neither CCS or the Buyer can terminate a Contract under Clause 10.4.1;
(b) the Supplier is entitled to reasonable and proven additional expenses and to relief from liability and Deduction under this Contract;
(c) the Supplier is entitled to additional time needed to make the Delivery; and (d) the Supplier cannot suspend the ongoing supply of Deliverables.

5.2 Clause 5.1 only applies if the Supplier:

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

6. Record keeping and reporting

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

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

(a) during the Contract Period;

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

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

6.4 During an Audit, the Supplier must:

(a) allow the Relevant Authority or any Auditor access to their premises to verify all contract accounts and records of everything to do with the Contract and provide copies for an Audit; and
(b) provide information to the Relevant Authority or to the Auditor and reasonable co-operation at their request.

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

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

(a) tell the Relevant Authority and give reasons;
(b) propose corrective action; and
(c) provide a deadline for completing the corrective action.

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

(a) the methodology of the review;
(b) the sampling techniques applied;
(c) details of any issues; and
(d) any remedial action taken.

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

7. Supplier staff

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

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

7.2 Where a Buyer decides one of the Supplier's Staff is not suitable to work on

a contract, the Supplier must replace them with a suitably qualified alternative.

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

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

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

8. Rights and protection

8.1 The Supplier warrants and represents that:

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

8.2 The warranties and representations in Clauses 2.10 and 8.1 are repeated each time the Supplier provides Deliverables under the Contract.

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

(a) wilful misconduct of the Supplier, Subcontractor and Supplier Staff that impacts the Contract; and
(b) non-payment by the Supplier of any Tax or National Insurance.

8.4 All claims indemnified under this Contract must use Clause 26.

8.5 The description of any provision of this Contract as a warranty does not

prevent CCS or a Buyer from exercising any termination right that it may have for breach of that clause by the Supplier.

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

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

9. Intellectual Property Rights (IPRs)

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

(a) receive and use the Deliverables; and
(b) make use of the deliverables provided by a Replacement Supplier.

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

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

9.4 Neither Party has the right to use the other Party's IPRs, including any use of the other Party's names, logos or trademarks, except as provided in Clause 9 or otherwise agreed in writing.

9.5 If there is an IPR Claim, the Supplier indemnifies CCS and each Buyer against all losses, damages, costs or expenses (including professional fees and fines) incurred as a result.

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

(a) obtain for CCS and the Buyer the rights in Clause 9.1 and 9.2 without infringing any third party IPR; or
(b) replace or modify the relevant item with substitutes that do not infringe IPR without adversely affecting the functionality or performance of the Deliverables.

9.7 In spite of any other provisions of a Contract and for the avoidance of doubt, award of a Contract by the Buyer and placement of any contract task under

it does not constitute an authorisation by the Crown under Sections 55 and 56 of the Patents Act 1977 or Section 12 of the Registered Designs Act 1949. The Supplier acknowledges that any authorisation by the Buyer under its statutory powers must be expressly provided in writing, with reference to the acts authorised and the specific IPR involved.

10. Ending the Contract or any subcontract

10.1 Contract Period

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

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

10.2 Ending the Contract without a reason

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

10.2.2 Each Buyer has the right to terminate their Order Contract at any time without reason by giving the Supplier not less than 90 days' written notice.

10.3 Rectification plan process

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

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

(a) reject the Rectification Plan or revised Rectification Plan, giving reasons; or
(b) accept the Rectification Plan or revised Rectification Plan (without limiting its rights) and the Supplier must immediately start work on the actions in the Rectification Plan at its own cost, unless agreed otherwise by the Parties.

10.3.3 Where the Rectification Plan or revised Rectification Plan is rejected, the Relevant Authority:

(a) must give reasonable grounds for its decision; and
(b) may request that the Supplier provides a revised Rectification Plan within 5 Working Days.

10.3.4 If the Relevant Authority rejects any Rectification Plan, including any revised Rectification Plan, the Relevant Authority does not have to request a revised Rectification Plan before exercising its right to terminate its Contract under Clause 10.4.3(a).

10.4 When CCS or the buyer can end a Contract

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

(a) there is a Supplier Insolvency Event;
(b) there is a Default that is not corrected in line with an accepted Rectification Plan;
(c) the Supplier does not provide a Rectification Plan within 10 days of the request;
(d) there is any material Default of the Contract;
(e) there is any material Default of any Joint Controller Agreement relating to any Contract;
(f) there is a Default of Clauses 2.10, 9, 14, 15, 27, 32 or DPS Schedule 9 (Cyber Essentials) (where applicable) relating to any Contract;
(g) there is a consistent repeated failure to meet the Performance Indicators in DPS Schedule 4 (DPS Management);
(h) there is a Change of Control of the Supplier which is not pre-approved by the Relevant Authority in writing;
(i) if the Relevant Authority discovers that the Supplier was in one of the situations in 57 (1) or 57(2) of the Regulations at the time the Contract was awarded; or
(j) the Supplier or its Affiliates embarrass or bring CCS or the Buyer into disrepute or diminish the public trust in them.

10.4.2 CCS may terminate the DPS Contract if a Buyer terminates an Order Contract for any of the reasons listed in Clause 10.4.1.

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

(a) the Relevant Authority rejects a Rectification Plan;
(b) there is a Variation which cannot be agreed using Clause 24 (Changing the contract) or resolved using Clause 34 (Resolving disputes);
(c) if there is a declaration of ineffectiveness in respect of any Variation; or (d) any of the events in 73 (1) (a) or (c) of the Regulations happen.

10.5 When the supplier can end the Contract

10.5.1 The Supplier can issue a Reminder Notice if the Buyer does not pay an undisputed invoice on time. The Supplier can terminate an Order Contract if the Buyer fails to pay an undisputed invoiced sum due and worth over 10% of the annual Contract Value within 30 days of the date of the Reminder Notice.

10.6 What happens if the Contract ends

10.6.1 Where a Party terminates a Contract under any of Clauses 10.2.1, 10.2.2, 10.4.1, 10.4.2, 10.4.3, 10.5 or 20.2 or a Contract expires all of the following apply:

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

10.6.2 In addition to the consequences of termination listed in Clause 10.6.1, where the Relevant Authority terminates a Contract under Clause 10.4.1 the Supplier is also responsible for the Relevant Authority's reasonable costs of procuring Replacement Deliverables for the rest of the Contract Period.

10.6.3 In addition to the consequences of termination listed in Clause 10.6.1, if either the Relevant Authority terminates a Contract under Clause 10.2.1 or 10.2.2 or a Supplier terminates an Order Contract under Clause 10.5:

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

10.6.4 In addition to the consequences of termination listed in Clause

10.6.1, where a Party terminates under Clause 20.2 each Party must cover its own Losses.

10.6.5 The following Clauses survive the termination or expiry of each Contract: 3.2.10, 4.2, 6, 7.5, 9, 11, 12.2, 14, 15, 16, 17, 18, 31.3, 34, 35 and any Clauses and Schedules which are expressly or by implication intended to continue.

10.7 Partially ending and suspending the Contract

10.7.1 Where CCS has the right to terminate the DPS Contract it can suspend the Supplier's ability to accept Orders (for any period) and the Supplier cannot enter into any new Order Contracts during this period. If this happens, the Supplier must still meet its obligations under any existing Order Contracts that have already been signed.

10.7.2 Where CCS has the right to terminate a DPS Contract it is entitled to terminate all or part of it.

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

10.7.4 The Relevant Authority can only partially terminate or suspend a Contract if the remaining parts of that Contract can still be used to effectively deliver the intended purpose.

10.7.5 The Parties must agree any necessary Variation required by Clause 10.7 using the Variation Procedure, but the Supplier may not either:

(a) reject the Variation; or
(b) increase the Charges, except where the right to partial termination is under Clause 10.2.

10.7.6 The Buyer can still use other rights available, or subsequently available to it if it acts on its rights under Clause 10.7.

10.8 When subcontracts can be ended

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

(a) there is a Change of Control of a Subcontractor which is not pre-approved by the Relevant Authority in writing;
(b) the acts or omissions of the Subcontractor have caused or

materially contributed to a right of termination under Clause 10.4; or

(c) a Subcontractor or its Affiliates embarrasses or brings into disrepute or diminishes the public trust in the Relevant Authority.

11. How much you can be held responsible for

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

11.2 Each Party's total aggregate liability in each Contract Year under each Order Contract (whether in tort, contract or otherwise) is no more than one hundred and twenty five percent (125%) of the Estimated Yearly Charges unless specified in the Order Form.

11.3 No Party is liable to the other for:

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

11.4 In spite of Clause 11.1 and 11.2, neither Party limits or excludes any of the following:

(a) its liability for death or personal injury caused by its negligence, or that of its employees, agents or Subcontractors;
(b) its liability for bribery or fraud or fraudulent misrepresentation by it or its employees;
(c) any liability that cannot be excluded or limited by Law;
(d) its obligation to pay the required Management Levy or Default Management Levy.

11.5 In spite of Clauses 11.1 and 11.2, the Supplier does not limit or exclude its liability for any indemnity given under Clauses 7.5, 8.3(b), 9.5, 31.3 or Order Schedule 2 (Staff Transfer) of a Contract.

11.6 In spite of Clauses 11.1, 11.2 but subject to Clauses 11.3 and 11.4, the Supplier's aggregate liability in each and any Contract Year under each Contract under Clause 14.8 shall in no event exceed the Data Protection Liability Cap.

11.7 Each Party must use all reasonable endeavours to mitigate any Loss or damage which it suffers under or in connection with each Contract, including any indemnities.

11.8 When calculating the Supplier's liability under Clause 11.1 or 11.2 the following items will not be taken into consideration:

(a) Deductions; and
(b) any items specified in Clauses 11.5 or 11.6.

11.9 If more than one Supplier is party to a Contract, each Supplier Party is jointly and severally liable for their obligations under that Contract.

12. Obeying the law

12.1 The Supplier must use reasonable endeavours to comply with the provisions of Joint Schedule 5 (Corporate Social Responsibility).

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

12.3 The Supplier must appoint a Compliance Officer who must be responsible for ensuring that the Supplier complies with Law, Clause 12.1 and Clauses 27 to 32.

13. Insurance

13.1 The Supplier must, at its own cost, obtain and maintain the Required Insurances in Joint Schedule 3 (Insurance Requirements) and any Additional Insurances in the Order Form.

14. Data protection

14.1 The Supplier must process Personal Data and ensure that Supplier Staff process Personal Data only in accordance with Joint Schedule 11 (Processing Data).

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

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

14.4 The Supplier must ensure that any Supplier system holding any

Government Data, including back-up data, is a secure system that complies with the Security Policy and any applicable Security Management Plan.

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

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

(a) tell the Supplier to restore or get restored Government Data as soon as practical but no later than 5 Working Days from the date that the Relevant Authority receives notice, or the Supplier finds out about the issue, whichever is earlier; and/or
(b) restore the Government Data itself or using a third party.

14.7 The Supplier must pay each Party's reasonable costs of complying with Clause 14.6 unless CCS or the Buyer is at fault.

14.8 The Supplier:

(a) must provide the Relevant Authority with all Government Data in an agreed open format within 10 Working Days of a written request;
(b) must have documented processes to guarantee prompt availability of Government Data if the Supplier stops trading;
(c) must securely destroy all Storage Media that has held Government Data at the end of life of that media using Good Industry Practice;
(d) securely erase all Government Data and any copies it holds when asked to do so by CCS or the Buyer unless required by Law to retain it; and
(e) indemnifies CCS and each Buyer against any and all Losses incurred if the Supplier breaches Clause 14 and any Data Protection Legislation.

15. What you must keep confidential

15.1 Each Party must:

(a) keep all Confidential Information it receives confidential and secure;
(b) except as expressly set out in the Contract at Clauses 15.2 to 15.4 or elsewhere in the Contract, not disclose, use or exploit the Disclosing Party's Confidential Information without the Disclosing Party's prior written consent; and

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

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

(a) where disclosure is required by applicable Law or by a court with the relevant jurisdiction if, to the extent not prohibited by Law, the Recipient Party notifies the Disclosing Party of the full circumstances, the affected Confidential Information and extent of the disclosure;
(b) if the Recipient Party already had the information without obligation of confidentiality before it was disclosed by the Disclosing Party;
(c) if the information was given to it by a third party without obligation of confidentiality;
(d) if the information was in the public domain at the time of the disclosure;
(e) if the information was independently developed without access to the Disclosing Party's Confidential Information;
(f) on a confidential basis, to its auditors;
(g) on a confidential basis, to its professional advisers on a need-to-know basis; or
(h) to the Serious Fraud Office where the Recipient Party has reasonable grounds to believe that the Disclosing Party is involved in activity that may be a criminal offence under the Bribery Act 2010.

15.3 In spite of Clause 15.1, the Supplier may disclose Confidential Information on a confidential basis to Supplier Staff on a need-to-know basis to allow the Supplier to meet its obligations under the Contract. The Supplier Staff must enter into a direct confidentiality agreement with the Relevant Authority at its request.

15.4 In spite of Clause 15.1, CCS or the Buyer may disclose Confidential Information in any of the following cases:

(a) on a confidential basis to the employees, agents, consultants and contractors of CCS or the Buyer;
(b) on a confidential basis to any other Central Government Body, any successor body to a Central Government Body or any company that CCS or the Buyer transfers or proposes to transfer all or any part of its business to;
(c) if CCS or the Buyer (acting reasonably) considers disclosure necessary or appropriate to carry out its public functions;
(d) where requested by Parliament; or (e) under Clauses 4.7 and 16.

15.5 For the purposes of Clauses 15.2 to 15.4 references to disclosure on a confidential basis means disclosure under a confidentiality agreement or arrangement including terms as strict as those required in Clause 15.

15.6 Transparency Information is not Confidential Information.

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

16. When you can share information

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

16.2 Within five (5) Working Days of the Buyer's request the Supplier must give CCS and each Buyer full cooperation and information needed so the Buyer can:

(a) publish the Transparency Information;
(b) comply with any Freedom of Information Act (FOIA) request; and/or
(c) comply with any Environmental Information Regulations (EIR) request.

16.3 The Relevant Authority may talk to the Supplier to help it decide whether to publish information under Clause 16. However, the extent, content and format of the disclosure is the Relevant Authority's decision in its absolute discretion.

17. Invalid parts of the Contract

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

18. No other terms apply

18.1 The provisions incorporated into each Contract are the entire agreement between the Parties. The Contract replaces all previous statements, agreements and any course of dealings made between the Parties,

whether written or oral, in relation to its subject matter. No other provisions apply.

19. Other people's rights in a Contract

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

20. Circumstances beyond your control

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

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

20.2 Either Party can partially or fully terminate the affected Contract if the provision of the Deliverables is materially affected by a Force Majeure Event which lasts for 90 days continuously.

21. Relationships created by the Contract

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

22. Giving up contract rights

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

23. Transferring responsibilities

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

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

23.3 When CCS or the Buyer uses its rights under Clause 23.2 the Supplier must enter into a novation agreement in the form that CCS or the Buyer specifies.

23.4 The Supplier can terminate a Contract novated under Clause 23.2 to a private sector body that is experiencing an Insolvency Event.

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

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

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

24. Changing the Contract

24.1 Either Party can request a Variation which is only effective if agreed in writing and signed by both Parties.

24.2 The Supplier must provide an Impact Assessment either:

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

24.3 If the Variation cannot be agreed or resolved by the Parties, CCS or the Buyer can either:

(a) agree that the Contract continues without the Variation; or
(b) terminate the affected Contract, unless in the case of an Order Contract, the Supplier has already provided part or all of the provision of the Deliverables, or where the Supplier can show evidence of substantial work being carried out to provide them; or
(c) refer the Dispute to be resolved using Clause 34 (Resolving Disputes).

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

24.5 If there is a General Change in Law, the Supplier must bear the risk of the change and is not entitled to ask for an increase to the DPS Pricing or the Charges.

24.6 If there is a Specific Change in Law or one is likely to happen during the Contract Period the Supplier must give CCS and the Buyer notice of the likely effects of the changes as soon as reasonably practical. They must also say if they think any Variation is needed either to the Deliverables, DPS Pricing or a Contract and provide evidence:

(a) that the Supplier has kept costs as low as possible, including in Subcontractor costs; and
(b) of how it has affected the Supplier's costs.

24.7 Any change in the DPS Pricing or relief from the Supplier's obligations because of a Specific Change in Law must be implemented using Clauses 24.1 to 24.4.

24.8 For 101(5) of the Regulations, if the Court declares any Variation ineffective, the Parties agree that their mutual rights and obligations will be regulated by the terms of the Contract as they existed immediately prior to that Variation and as if the Parties had never entered into that Variation.

25. How to communicate about the Contract

25.1 All notices under the Contract must be in writing and are considered effective on the Working Day of delivery as long as they are delivered before 5:00pm on a Working Day. Otherwise the notice is effective on the next Working Day. An email is effective at 9:00am on the first Working Day after sending unless an error message is received.

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

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

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

26. Dealing with claims

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

26.2 At the Indemnifier's cost the Beneficiary must both:

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

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

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

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

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

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

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

27. Preventing fraud, bribery and corruption

27.1 The Supplier must not during any Contract Period:

(a) commit a Prohibited Act or any other criminal offence in the Regulations 57(1) and 57(2); or
(b) do or allow anything which would cause CCS or the Buyer, including any of their employees, consultants, contractors, Subcontractors or agents to breach any of the Relevant Requirements or incur any liability under them.

27.2 The Supplier must during the Contract Period:

(a) create, maintain and enforce adequate policies and procedures to ensure it complies with the Relevant Requirements to prevent a Prohibited Act and require its Subcontractors to do the same;
(b) keep full records to show it has complied with its obligations under Clause 27 and give copies to CCS or the Buyer on request; and

(c) if required by the Relevant Authority, within 20 Working Days of the Start Date of the relevant Contract, and then annually, certify in writing to the Relevant Authority, that they have complied with Clause 27, including compliance of Supplier Staff, and provide reasonable supporting evidence of this on request, including its policies and procedures.

27.3 The Supplier must immediately notify CCS and the Buyer if it becomes aware of any breach of Clauses 27.1 or 27.2 or has any reason to think that it, or any of the Supplier Staff, has either:

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

27.4 If the Supplier notifies CCS or the Buyer as required by Clause 27.3, the Supplier must respond promptly to their further enquiries, co-operate with any investigation and allow the Audit of any books, records and relevant documentation.

27.5 In any notice the Supplier gives under Clause 27.3 it must specify the:

(a) Prohibited Act;
(b) identity of the Party who it thinks has committed the Prohibited Act; and
(c) action it has decided to take.

28. Equality, diversity and human rights

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

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

28.2 The Supplier must take all necessary steps, and inform CCS or the Buyer of the steps taken, to prevent anything that is considered to be unlawful

discrimination by any court or tribunal, or the Equality and Human Rights Commission (or any successor organisation) when working on a Contract.

29. Health and safety

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

(a) all applicable Law regarding health and safety; and
(b) the Buyer's current health and safety policy while at the Buyer's Premises, as provided to the Supplier.

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

30. Environment

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

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

31. Tax

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

31.2 Where the Charges payable under a Contract with the Buyer are or are likely to exceed £5 million at any point during the relevant Contract Period, and an Occasion of Tax Non-Compliance occurs, the Supplier must notify CCS and the Buyer of it within 5 Working Days including:

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

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

(a) comply with the Income Tax (Earnings and Pensions) Act 2003 and all other statutes and regulations relating to income tax, the Social Security Contributions and Benefits Act 1992 (including IR35) and National Insurance contributions; and
(b) indemnify the Buyer against any Income Tax, National Insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made during or after the Contract Period in connection with the provision of the Deliverables by the Supplier or any of the Supplier Staff.

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

(a) the Buyer may, at any time during the Contract Period, request that the Worker provides information which demonstrates they comply with Clause 31.3, or why those requirements do not apply, the Buyer can specify the information the Worker must provide and the deadline for responding;
(b) the Worker's contract may be terminated at the Buyer's request if the Worker fails to provide the information requested by the Buyer within the time specified by the Buyer;
(c) the Worker's contract may be terminated at the Buyer's request if the Worker provides information which the Buyer considers is not good enough to demonstrate how it complies with Clause 31.3 or confirms that the Worker is not complying with those requirements; and
(d) the Buyer may supply any information they receive from the Worker to HMRC for revenue collection and management.

32. Conflict of interest

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

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

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

33. Reporting a breach of the Contract

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

(a) Law;
(b) Clause 12.1; or
(c) Clauses 27 to 32.

33.2 The Supplier must not retaliate against any of the Supplier Staff who in good faith reports a breach listed in Clause 33.1 to the Buyer or a Prescribed Person.

34. Resolving disputes

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

34.2 If the Dispute is not resolved at that meeting, the Parties can attempt to settle it by mediation using the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure current at the time of the Dispute. If the Parties cannot agree on a mediator, the mediator will be nominated by CEDR. If either Party does not wish to use, or continue to use mediation, or mediation does not resolve the Dispute, the Dispute must be resolved using Clauses 34.3 to 34.5.

34.3 Unless the Relevant Authority refers the Dispute to arbitration using Clause 34.4, the Parties irrevocably agree that the courts of England and Wales have the exclusive jurisdiction to:

(a) determine the Dispute;
(b) grant interim remedies; and/or
(c) grant any other provisional or protective relief.

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

34.5 The Relevant Authority has the right to refer a Dispute to arbitration even if the Supplier has started or has attempted to start court proceedings under Clause 34.3, unless the Relevant Authority has agreed to the court proceedings or participated in them. Even if court proceedings have

started, the Parties must do everything necessary to ensure that the court proceedings are stayed in favour of any arbitration proceedings if they are started under Clause 34.4.

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

35. Which law applies

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

Joint Schedule 2 (Variation Form)

This form is to be used in order to change a contract in accordance with Clause 24 (Changing the Contract)

Contract Details		
This variation is between:	**[insert** name of Buyer] (**"the Buyer"**) And **[insert** name of Supplier**]** (**"the Supplier"**)	
Contract name:	**[insert** name of contract to be changed] **("the Contract")**	
Contract reference number:	**[insert** contract reference number]	
Details of Proposed Variation		
Variation initiated by:	**[delete** as applicable: Buyer/Supplier]	
Variation number:	**[insert** variation number]	
Date variation is raised:	**[insert** date]	
Proposed variation		
Reason for the variation:	**[insert** reason]	
An Impact Assessment shall be provided within:	**[insert** number] days	
Impact of Variation		
Likely impact of the proposed variation:	**[Supplier to insert** assessment of impact]	
Outcome of Variation		
Contract variation:	This Contract detailed above is varied as follows: ● **[Buyer to insert** original Clauses or Paragraphs to be varied and the changed clause]	
Financial variation:	Original Contract Value:	£ **[insert** amount]
	Additional cost due to variation:	£ **[insert** amount]
	New Contract value:	£ **[insert** amount]

1. This Variation must be agreed and signed by both Parties to the Contract and shall only be effective from the date it is signed by the Buyer.

2. Words and expressions in this Variation shall have the meanings given to them in the Contract.

3. The Contract, including any previous Variations, shall remain effective and unaltered except as amended by this Variation.

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

Signature .....

Date .....

Name (in Capitals) .....

Address .....

.....

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

Signature Redacted under FOIA

Date

Name (in Capitals)

Address .....

Joint Schedule 3 (Insurance Requirements)

1. The insurance you need to have

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

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

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

1.2 The Insurances shall be:

1.2.1 maintained in accordance with Good Industry Practice;

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

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

1.2.4 maintained for at least six (6) years after the End Date.

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

2. How to manage the insurance

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

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

2.1.2 promptly notify the insurers in writing of any relevant material fact under any Insurances of which the Supplier is or becomes aware; and

2.1.3 hold all policies in respect of the Insurances and cause any insurance broker effecting the Insurances to hold any insurance slips and other evidence of placing cover representing any of the Insurances to which it is a party.

3. What happens if you aren't insured

3.1 The Supplier shall not take any action or fail to take any action or (insofar as is reasonably within its power) permit anything to occur in relation to it which would entitle any insurer to refuse to pay any claim under any of the Insurances.

3.2 Where the Supplier has failed to purchase or maintain any of the Insurances in full force and effect, the Relevant Authority may elect (but shall not be obliged) following written notice to the Supplier to purchase the relevant Insurances and recover the reasonable premium and other reasonable costs incurred in connection therewith as a debt due from the Supplier.

4. Evidence of insurance you must provide

4.1 The Supplier shall upon the Start Date and within 15 Working Days after the renewal of each of the Insurances, provide evidence, in a form satisfactory to the Relevant Authority, that the Insurances are in force and effect and meet in full the requirements of this Schedule.

5. Making sure you are insured to the required amount

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

6. Cancelled Insurance

6.1 The Supplier shall notify the Relevant Authority in writing at least five (5) Working Days prior to the cancellation, suspension, termination or nonrenewal of any of the Insurances.

6.2 The Supplier shall ensure that nothing is done which would entitle the relevant insurer to cancel, rescind or suspend any insurance or cover, or to treat any insurance, cover or claim as voided in whole or part. The Supplier shall use all reasonable endeavours to notify the Relevant Authority (subject to third party confidentiality obligations) as soon as practicable when it becomes aware of any relevant fact, circumstance or matter which has caused, or is reasonably likely to provide grounds to, the relevant insurer to give notice to cancel, rescind, suspend or void any insurance, or any cover or claim under any insurance in whole or in part.

7. Insurance claims

7.1 The Supplier shall promptly notify to insurers any matter arising from, or in relation to, the Deliverables, or each Contract for which it may be entitled to claim under any of the Insurances. In the event that the Relevant Authority

receives a claim relating to or arising out of a Contract or the Deliverables, the Supplier shall co-operate with the Relevant Authority and assist it in dealing with such claims including without limitation providing information and documentation in a timely manner.

7.2 Except where the Relevant Authority is the claimant party, the Supplier shall give the Relevant Authority notice within twenty (20) Working Days after any insurance claim in excess of 10% of the sum required to be insured pursuant to Paragraph 5.1 relating to or arising out of the provision of the Deliverables or this Contract on any of the Insurances or which, but for the application of the applicable policy excess, would be made on any of the Insurances and (if required by the Relevant Authority) full details of the incident giving rise to the claim.

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

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

ANNEX: REQUIRED INSURANCES

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

1.1 professional indemnity insurance with cover (for a single event or a series of related events and in the aggregate) of not less than one million pounds (£1,000,000);

1.2 public liability insurance with cover (for a single event or a series of related events and in the aggregate) of not less than one million pounds (£1,000,000); and

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

Joint Schedule 4 (Commercially Sensitive Information)

1. What is the Commercially Sensitive Information?

1.1 In this Schedule the Parties have sought to identify the Supplier's Confidential Information that is genuinely commercially sensitive and the disclosure of which would be the subject of an exemption under the FOIA and the EIRs.

1.2 Where possible, the Parties have sought to identify when any relevant Information will cease to fall into the category of Information to which this Schedule applies in the table below and in the Order Form (which shall be deemed incorporated into the table below).

1.3 Without prejudice to the Relevant Authority's obligation to disclose Information in accordance with FOIA or Clause 16 (When you can share information), the Relevant Authority will, in its sole discretion, acting reasonably, seek to apply the relevant exemption set out in the FOIA to the following Information:

No.	Date	Item(s)	Duration of Confidentiality
1	23/01/2023	Commercial schedule – all pricing/Charges	Indefinitely
2	23/01/2023	Personal Data (names, contact details etc)	Indefinitely
3	23/01/2023	Other commercially sensitive details e.g. some methodological information	Indefinitely

Joint Schedule 5 (Corporate Social Responsibility)

1. What we expect from our Suppliers

1.1 In September 2017, HM Government published a Supplier Code of Conduct setting out the standards and behaviours expected of suppliers who work with government. (https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/646497/2017-09-13_Official_Sensitive_Supplier_Code_of_Conduct_September_2017.pdf)

1.2 CCS expects its suppliers and subcontractors to meet the standards set out in that Code. In addition, CCS expects its suppliers and subcontractors to comply with the standards set out in this Schedule.

1.3 The Supplier acknowledges that the Buyer may have additional requirements in relation to corporate social responsibility. The Buyer expects that the Supplier and its Subcontractors will comply with such corporate social responsibility requirements as the Buyer may notify to the Supplier from time to time.

2. Equality and Accessibility

2.1 In addition to legal obligations, the Supplier shall support CCS and the Buyer in fulfilling its Public Sector Equality duty under S149 of the Equality Act 2010 by ensuring that it fulfils its obligations under each Contract in a way that seeks to:

2.1.1 eliminate discrimination, harassment or victimisation of any kind; and

2.1.2 advance equality of opportunity and good relations between those with a protected characteristic (age, disability, gender reassignment, pregnancy and maternity, race, religion or belief, sex, sexual orientation, and marriage and civil partnership) and those who do not share it.

3. Modern Slavery, Child Labour and Inhumane Treatment

"Modern Slavery Helpline" means the mechanism for reporting suspicion, seeking help or advice and information on the subject of modern slavery available online at https://www.modernslaveryhelpline.org/report or by telephone on 08000 121 700.

3.1 The Supplier:

3.1.1 shall not use, nor allow its Subcontractors to use forced, bonded or involuntary prison labour;

3.1.2 shall not require any Supplier Staff or Subcontractor Staff to lodge deposits or identify papers with the Employer and shall be free to leave their employer after reasonable notice;

3.1.3 warrants and represents that it has not been convicted of any slavery or human trafficking offences anywhere around the world.

3.1.4 warrants that to the best of its knowledge it is not currently under investigation, inquiry or enforcement proceedings in relation to any allegation of slavery or human trafficking offences anywhere around the world.

3.1.5 shall make reasonable enquires to ensure that its officers, employees and Subcontractors have not been convicted of slavery or human trafficking offences anywhere around the world.

3.1.6 shall have and maintain throughout the term of each Contract its own policies and procedures to ensure its compliance with the Modern Slavery Act and include in its contracts with its Subcontractors anti-slavery and human trafficking provisions;

3.1.7 shall implement due diligence procedures to ensure that there is no slavery or human trafficking in any part of its supply chain performing obligations under a Contract;

3.1.8 shall prepare and deliver to CCS, an annual slavery and human trafficking report setting out the steps it has taken to ensure that slavery and human trafficking is not taking place in any of its supply chains or in any part of its business with its annual certification of compliance with Paragraph 3;

3.1.9 shall not use, nor allow its employees or Subcontractors to use physical abuse or discipline, the threat of physical abuse, sexual or other harassment and verbal abuse or other forms of intimidation of its employees or Subcontractors;

3.1.10 shall not use or allow child or slave labour to be used by its Subcontractors;

3.1.11 shall report the discovery or suspicion of any slavery or trafficking by it or its Subcontractors to CCS, the Buyer and Modern Slavery Helpline.

4. Income Security

4.1 The Supplier shall:

4.1.1 ensure that all wages and benefits paid for a standard working week meet, at a minimum, national legal standards in the country of employment;

4.1.2 ensure that all Supplier Staff are provided with written and understandable Information about their employment conditions in respect of wages before they enter;

4.1.3 ensure that all workers are provided with written and understandable Information about their employment conditions in respect of wages before they enter employment and about the particulars of their wages for the pay period concerned each time that they are paid;

4.1.4 not make deductions from wages:

(a) as a disciplinary measure

(b) except where permitted by law; or

(c) without expressed permission of the worker concerned;

4.1.5 record all disciplinary measures taken against Supplier Staff; and
4.1.6 ensure that Supplier Staff are engaged under a recognised employment relationship established through national law and practice.

5. Working Hours

5.1 The Supplier shall:

5.1.1 ensure that the working hours of Supplier Staff comply with national laws, and any collective agreements;
5.1.2 ensure that the working hours of Supplier Staff, excluding overtime, shall be defined by contract, and shall not exceed 48 hours per week unless the individual has agreed in writing;
5.1.3 ensure that use of overtime is used responsibly, taking into account:
(a) the extent;
(b) frequency; and
(c) hours worked;
by individuals and by the Supplier Staff as a whole;

5.2 The total hours worked in any seven day period shall not exceed 60 hours, except where covered by Paragraph 5.3 below.

5.3 Working hours may exceed 60 hours in any seven day period only in exceptional circumstances where all of the following are met:

5.3.1 this is allowed by national law;
5.3.2 this is allowed by a collective agreement freely negotiated with a workers' organisation representing a significant portion of the workforce;
5.3.3 appropriate safeguards are taken to protect the workers' health and safety; and
5.3.4 the employer can demonstrate that exceptional circumstances apply such as unexpected production peaks, accidents or emergencies.

5.4 All Supplier Staff shall be provided with at least one (1) day off in every seven (7) day period or, where allowed by national law, two (2) days off in every fourteen (14) day period.

6. Sustainability

6.1 The supplier shall meet the applicable Government Buying Standards applicable to Deliverables which can be found online at: https://www.gov.uk/government/collections/sustainable-procurement-thegovernment-buying-standards-gbs

Joint Schedule 6 (Key Subcontractors)

1. Restrictions on certain subcontractors

1.1 The Supplier is entitled to sub-contract its obligations under the DPS Contract to the Key Subcontractors identified on the Platform.

1.2 The Supplier is entitled to sub-contract its obligations under an Order Contract to Key Subcontractors listed on the Platform who are specifically nominated in the Order Form.

1.3 Where during the Contract Period the Supplier wishes to enter into a new Key Sub-contract or replace a Key Subcontractor, it must obtain the prior written consent of CCS and the Buyer and the Supplier shall, at the time of requesting such consent, provide CCS and the Buyer with the information detailed in Paragraph 1.4. The decision of CCS and the Buyer to consent or not will not be unreasonably withheld or delayed. Where CCS consents to the appointment of a new Key Subcontractor then they will be added to the Platform. Where the Buyer consents to the appointment of a new Key Subcontractor then they will be added to the Key Subcontractor section of the Order Form. CCS and the Buyer may reasonably withhold their consent to the appointment of a Key Subcontractor if it considers that:

1.3.1 the appointment of a proposed Key Subcontractor may prejudice the provision of the Deliverables or may be contrary to its interests;
1.3.2 the proposed Key Subcontractor is unreliable and/or has not provided reliable goods and or reasonable services to its other customers; and/or
1.3.3 the proposed Key Subcontractor employs unfit persons.

1.4 The Supplier shall provide CCS and the Buyer with the following information in respect of the proposed Key Subcontractor:

1.4.1 the proposed Key Subcontractor's name, registered office and company registration number;
1.4.2 the scope/description of any Deliverables to be provided by the proposed Key Subcontractor;
1.4.3 where the proposed Key Subcontractor is an Affiliate of the Supplier, evidence that demonstrates to the reasonable satisfaction of the CCS and the Buyer that the proposed Key Sub-Contract has been agreed on "arm's-length" terms;
1.4.4 for CCS, the Key Sub-Contract price expressed as a percentage of the total projected DPS Price over the DPS Contract Period;
1.4.5 for the Buyer, the Key Sub-Contract price expressed as a percentage of the total projected Charges over the Order Contract Period; and
1.4.6 (where applicable) Credit Rating Threshold (as defined in Joint Schedule 7 (Financial Distress)) of the Key Subcontractor.

1.5 If requested by CCS and/or the Buyer, within ten (10) Working Days of receipt of the information provided by the Supplier pursuant to Paragraph 1.4, the Supplier shall also provide:

1.5.1 a copy of the proposed Key Sub-Contract; and
1.5.2 any further information reasonably requested by CCS and/or the Buyer.

1.6 The Supplier shall ensure that each new or replacement Key Sub-Contract shall include:

1.6.1 provisions which will enable the Supplier to discharge its obligations under the Contracts;
1.6.2 a right under CRTPA for CCS and the Buyer to enforce any provisions under the Key Sub-Contract which confer a benefit upon CCS and the Buyer respectively;
1.6.3 a provision enabling CCS and the Buyer to enforce the Key Sub-Contract as if it were the Supplier;
1.6.4 a provision enabling the Supplier to assign, novate or otherwise transfer any of its rights and/or obligations under the Key Sub-Contract to CCS and/or the Buyer;
1.6.5 obligations no less onerous on the Key Subcontractor than those imposed on the Supplier under the DPS Contract in respect of:
(a) the data protection requirements set out in Clause 14 (Data protection);
(b) the FOIA and other access request requirements set out in Clause 16 (When you can share information);
(c) the obligation not to embarrass CCS or the Buyer or otherwise bring CCS or the Buyer into disrepute;
(d) the keeping of records in respect of the goods and/or services being provided under the Key Sub-Contract, including the maintenance of Open Book Data; and
(e) the conduct of audits set out in Clause 6 (Record keeping and reporting);
1.6.6 provisions enabling the Supplier to terminate the Key Sub-Contract on notice on terms no more onerous on the Supplier than those imposed on CCS and the Buyer under Clauses 10.4 (When CCS or the Buyer can end this contract) and 10.5 (What happens if the contract ends) of this Contract; and
1.6.7 a provision restricting the ability of the Key Subcontractor to sub-contract all or any part of the provision of the Deliverables provided to the Supplier under the Key Sub-Contract without first seeking the written consent of CCS and the Buyer.

Joint Schedule 10 (Rectification Plan)

Request for [Revised] Rectification Plan			
Details of the Default:	[**Guidance:** Explain the Default, with clear schedule and clause references as appropriate]		
Deadline for receiving the [Revised] Rectification Plan:	[**add** date (minimum 10 days from request)]		
Signed by [Buyer] :		Date:	
Supplier [Revised] Rectification Plan			
Cause of the Default	[**add** cause]		
Anticipated impact assessment:	[**add** impact]		
Actual effect of Default:	[**add** effect]		
Steps to be taken to rectification:	**Steps**	**Timescale**	
	1.	[date]	
	2.	[date]	
	3.	[date]	
	4.	[date]	
	[…]	[date]	
Timescale for complete Rectification of Default	[X] Working Days		
Steps taken to prevent recurrence of Default	**Steps**	**Timescale**	
	1.	[date]	
	2.	[date]	
	3.	[date]	
	4.	[date]	
	[…]	[date]	

Signed by the Supplier:		Date:	
Review of Rectification Plan [Buyer]			
Outcome of review	[Plan Accepted] [Plan Rejected] [Revised Plan Requested]		
Reasons for Rejection (if applicable)	[**add** reasons]		
Signed by [Buyer]		Date:	

Joint Schedule 11 (Processing Data)

Definitions

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

"Processor Personnel"	all directors, officers, employees, agents, consultants and suppliers of the Processor and/or of any Subprocessor engaged in the performance of its obligations under a Contract;

Status of the Controller

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

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

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

   c) "Joint Controller" with the other Party;

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

   in respect of certain Personal Data under a Contract and shall specify in Annex 1 *(Processing Personal Data)* which scenario they think shall apply in each situation.

Where one Party is Controller and the other Party its Processor

3. Where a Party is a Processor, the only Processing that it is authorised to do is listed in Annex 1 *(Processing Personal Data*) by the Controller.

4. The Processor shall notify the Controller immediately if it considers that any of the Controller's instructions infringe the Data Protection Legislation.

5. The Processor shall provide all reasonable assistance to the Controller in the preparation of any Data Protection Impact Assessment prior to commencing any Processing. Such assistance may, at the discretion of the Controller, include:

   a) a systematic description of the envisaged Processing and the purpose of the Processing;

   b) an assessment of the necessity and proportionality of the Processing in relation to the Deliverables/Services;

   c) an assessment of the risks to the rights and freedoms of Data Subjects; and

d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.

6. The Processor shall, in relation to any Personal Data Processed in connection with its obligations under the Contract:

a) Process that Personal Data only in accordance with Annex 1 *(Processing Personal Data*), unless the Processor is required to do otherwise by Law. If it is so required the Processor shall notify the Controller before Processing the Personal Data unless prohibited by Law;

b) ensure that it has in place Protective Measures, including in the case of the Supplier the measures set out in Clause 14.3 of the Core Terms, which the Controller may reasonably reject (but failure to reject shall not amount to approval by the Controller of the adequacy of the Protective Measures) having taken account of the:

(1) nature of the data to be protected;

(2) harm that might result from a Personal Data Breach;

(3) state of technological development; and

(4) cost of implementing any measures;

c) ensure that :

(1) the Processor Personnel do not Process Personal Data except in accordance with the Contract (and in particular Annex 1 *(Processing Personal Data*));

(2) it takes all reasonable steps to ensure the reliability and integrity of any Processor Personnel who have access to the Personal Data and ensure that they:

(a) are aware of and comply with the Processor's duties under this Joint Schedule 11, Clauses 14 (*Data protection*), 15 (*What you must keep confidential*) and 16 (*When you can share information*);

(b) are subject to appropriate confidentiality undertakings with the Processor or any Subprocessor;

(c) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Controller or as otherwise permitted by the Contract; and

(d) have undergone adequate training in the use, care, protection and handling of Personal Data;

d) not transfer Personal Data outside of the UK or EU unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:

(1) the Controller or the Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or LED Article 37) as determined by the Controller;

(2) the Data Subject has enforceable rights and effective legal remedies;

(3) the Processor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Controller in meeting its obligations); and

(4) the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the Processing of the Personal Data; and

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

7. Subject to paragraph 7 of this Joint Schedule 11, the Processor shall notify the Controller immediately if in relation to it Processing Personal Data under or in connection with the Contract it:

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

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

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

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

e) receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or

f) becomes aware of a Personal Data Breach.

8. The Processor's obligation to notify under paragraph 6 of this Joint Schedule 11 shall include the provision of further information to the Controller, as details become available.

9. Taking into account the nature of the Processing, the Processor shall provide the Controller with assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under paragraph 6 of this Joint Schedule 11 (and insofar as possible within the timescales reasonably required by the Controller) including by immediately providing:

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

b) such assistance as is reasonably requested by the Controller to enable it to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;

c) the Controller, at its request, with any Personal Data it holds in relation to a Data Subject;

d) assistance as requested by the Controller following any Personal Data Breach; and/or

e) assistance as requested by the Controller with respect to any request from the Information Commissioner's Office, or any consultation by the Controller with the Information Commissioner's Office.

10. The Processor shall maintain complete and accurate records and information to demonstrate its compliance with this Joint Schedule 11. This requirement does not apply where the Processor employs fewer than 250 staff, unless:

a) the Controller determines that the Processing is not occasional;

b) the Controller determines the Processing includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR; or

c) the Controller determines that the Processing is likely to result in a risk to the rights and freedoms of Data Subjects.

11. The Processor shall allow for audits of its Data Processing activity by the Controller or the Controller's designated auditor.

12. The Parties shall designate a Data Protection Officer if required by the Data Protection Legislation.

13. Before allowing any Subprocessor to Process any Personal Data related to the Contract, the Processor must:

a) notify the Controller in writing of the intended Subprocessor and Processing;

b) obtain the written consent of the Controller;

c) enter into a written agreement with the Subprocessor which give effect to the terms set out in this Joint Schedule 11 such that they apply to the Subprocessor; and

d) provide the Controller with such information regarding the Subprocessor as the Controller may reasonably require.

14. The Processor shall remain fully liable for all acts or omissions of any of its Subprocessors.

15. The Relevant Authority may, at any time on not less than 30 Working Days' notice, revise this Joint Schedule 11 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to the Contract).

16. The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Relevant Authority may on not less than 30 Working Days' notice to the Supplier amend the Contract to ensure that it complies with any guidance issued by the Information Commissioner's Office.

Where the Parties are Joint Controllers of Personal Data

17. In the event that the Parties are Joint Controllers (Not applicable).

Independent Controllers of Personal Data

18. With respect to Personal Data provided by one Party to another Party for which each Party acts as Controller but which is not under the Joint Control of the Parties, each Party undertakes to comply with the applicable Data Protection Legislation in respect of their Processing of such Personal Data as Controller.

19. Each Party shall Process the Personal Data in compliance with its obligations under the Data Protection Legislation and not do anything to cause the other Party to be in breach of it.

20. Where a Party has provided Personal Data to the other Party in accordance with paragraph 8 of this Joint Schedule 11 above, the recipient of the Personal Data will provide all such relevant documents and information relating to its data protection policies and procedures as the other Party may reasonably require.

21. The Parties shall be responsible for their own compliance with Articles 13 and 14 GDPR in respect of the Processing of Personal Data for the purposes of the Contract.

22. The Parties shall only provide Personal Data to each other:

    a) to the extent necessary to perform their respective obligations under the Contract;

    b) in compliance with the Data Protection Legislation (including by ensuring all required data privacy information has been given to affected Data Subjects to meet the requirements of Articles 13 and 14 of the GDPR); and

    c) where it has recorded it in Annex 1 *(Processing Personal Data).*

23. Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, each Party shall, with respect to its Processing of Personal Data as Independent Controller, implement and maintain appropriate technical and organisational

measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1)(a), (b), (c) and (d) of the GDPR, and the measures shall, at a minimum, comply with the requirements of the Data Protection Legislation, including Article 32 of the GDPR.

24. A Party Processing Personal Data for the purposes of the Contract shall maintain a record of its Processing activities in accordance with Article 30 GDPR and shall make the record available to the other Party upon reasonable request.

25. Where a Party receives a request by any Data Subject to exercise any of their rights under the Data Protection Legislation in relation to the Personal Data provided to it by the other Party pursuant to the Contract **("Request Recipient")**:

    a) the other Party shall provide any information and/or assistance as reasonably requested by the Request Recipient to help it respond to the request or correspondence, at the cost of the Request Recipient; or

    b) where the request or correspondence is directed to the other Party and/or relates to that other Party's Processing of the Personal Data, the Request Recipient will:

        (1) promptly, and in any event within five (5) Working Days of receipt of the request or correspondence, inform the other Party that it has received the same and shall forward such request or correspondence to the other Party; and

        (2) provide any information and/or assistance as reasonably requested by the other Party to help it respond to the request or correspondence in the timeframes specified by Data Protection Legislation.

26. Each Party shall promptly notify the other Party upon it becoming aware of any Personal Data Breach relating to Personal Data provided by the other Party pursuant to the Contract and shall:

    a) do all such things as reasonably necessary to assist the other Party in mitigating the effects of the Personal Data Breach;

    b) implement any measures necessary to restore the security of any compromised Personal Data;

    c) work with the other Party to make any required notifications to the Information Commissioner's Office and affected Data Subjects in accordance with the Data Protection Legislation (including the timeframes set out therein); and

    d) not do anything which may damage the reputation of the other Party or that Party's relationship with the relevant Data Subjects, save as required by Law.

27. Personal Data provided by one Party to the other Party may be used exclusively to exercise rights and obligations under the Contract as specified in Annex 1 (*Processing Personal Data*).

28. Personal Data shall not be retained or processed for longer than is necessary to perform each Party's respective obligations under the Contract which is specified in Annex 1 *(Processing Personal Data*).

29. Notwithstanding the general application of paragraphs 2 to 16 of this Joint Schedule 11 to Personal Data, where the Supplier is required to exercise its regulatory and/or legal obligations in respect of Personal Data, it shall act as an Independent Controller of Personal Data in accordance with paragraphs18 to 27 of this Joint Schedule 11.

Annex 1 - Processing Personal Data

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

1 The contact details of the Relevant Authority's (Buyer) Data Protection Officer is: dataprotection@mhra.gov.uk

2 The contact details of the Supplier's Data Protection Officer are: Redacted under FOIA Section 40 Personal Info

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

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

Description	Details
Identity of Controller for each Category of Personal Data	**The Parties are Independent Controllers of Personal Data** The Parties acknowledge that they are Independent Controllers for the purposes of the Data Protection Legislation in respect of: • Business contact details (including names and job titles as applicable) of Supplier Personnel for which the Supplier is the Controller • Business contact details (including names and job titles as applicable) of any directors, officers, employees, agents, consultants and contractors of Relevant Authority/Buyer (excluding the Supplier Personnel) engaged in the performance of the Relevant Authority's duties under the Contract) for which the Relevant Authority/Buyer is the Controller **The Buyer shall be the Controller and the Supplier shall be the Processor**, • where the Buyer provides the Supplier with customer/stakeholder details (from its sources) pertinent to a particular research project (including names, contact details, and other relevant personal/demographic details etc) • where the Supplier recruits customer/stakeholders to participate in a specific research project (on behalf of the Buyer)
Duration of the Processing	Processing will take place as required by either Party, in fulfilling their service and contractual obligations. The Personal Data shall be retained until the relevant Processing has been completed, or at the latest within 90 days of the completion of a research project. Where the Personal Data needs to be retained longer under applicable Data Protection, for statutory compliance purposes and/or as required by Law, this Data must be securely stored and managed, and deleted as soon as possible.

Nature and purposes of the Processing	The nature of the Processing shall include collection, recording, organising/analysing, storage, and for the purposes of interviewing/communication, in relation to a particular research project. The purpose of the Processing is to manage and deliver a range of research projects (including using various participant recruitment methods and interviewing/survey methods) to provide the Buyer with robust and actionable customer and stakeholder insights that will help to inform and influence communications, engagement and marketing strategies, interventions and tactics at the MHRA. The Supplier's systems must be secure to store/hold and protect the information/Personal Data with robust data handling and processing procedures practised by the Supplier to safeguard the confidentiality and integrity of such information/Personal Data from unauthorised access, loss and/or disclosure. The DPS/Order Contract contains the names and contacts for the Supplier's and the Buyer's representatives which shall be used for communication and managing this Contract to ensure successful service delivery. The Contract shall be securely held by each Party. The Supplier should only share information with relevant Supplier Staff necessary to provide support.
Type of Personal Data	Full name Workplace and/or home postal addresses Workplace and/or home phone numbers (and mobile number) Workplace and/or personal email addresses Job Title or role Medical status Nationality/ethnicity Gender Age Geographic location **(some details will be anonymised).**
Categories of Data Subject	Details for Buyer's staff/personnel Details for the Buyer's Contract Manager/representative(s) Details for the Supplier's Account Manager and other named personnel/representatives Details for customer/stakeholders recruited to participate in research projects

Plan for return and destruction of the data once the Processing is complete UNLESS requirement under Union or Member State law to preserve that type of data	The Personal Data shall be retained until the relevant Processing has been completed, or at the latest within 90 days of the completion of a research project. Where the Personal Data needs to be retained longer under applicable Data Protection, for statutory compliance purposes and/or as required by Law, this Data must be securely stored and managed, and deleted as soon as possible. The Supplier shall return or erase Personal Data from any computers, storage devices and storage media, as soon as practicable after it has ceased to be necessary for them to retain such Personal Data.

Order Schedule 1 (Transparency Reports)

1.1 The Supplier recognises that the Buyer is subject to PPN 01/17 (Updates to transparency principles v1.1 (https://www.gov.uk/government/publications/procurement-policy-note-0117-update-to-transparency-principles). The Supplier shall comply with the provisions of this Schedule in order to assist the Buyer with its compliance with its obligations under that PPN.

1.2 Without prejudice to the Supplier's reporting requirements set out in the DPS Contract, within three (3) Months of the Start Date the Supplier shall submit to the Buyer for Approval (such Approval not to be unreasonably withheld or delayed) draft Transparency Reports consistent with the content requirements and format set out in the Annex of this Schedule.

1.3 If the Buyer rejects any proposed Transparency Report submitted by the Supplier, the Supplier shall submit a revised version of the relevant report for further Approval within five (5) days of receipt of any notice of rejection, taking account of any recommendations for revision and improvement to the report provided by the Buyer. If the Parties fail to agree on a draft Transparency Report the Buyer shall determine what should be included. Any other disagreement in connection with Transparency Reports shall be treated as a Dispute.

1.4 The Supplier shall provide accurate and up-to-date versions of each Transparency Report to the Buyer at the frequency referred to in the Annex of this Schedule.

Annex A: List of Transparency Reports

{To be agreed when required}

Title	Content	Format	Frequency
Performance			
Contract Charges			
Key Subcontractors			
Technical			

Order Schedule 2 (Staff Transfer)

Buyers will need to ensure that appropriate provisions are included to deal with staff transfer on both entry and exit, and, irrespective of whether TUPE does apply on entry if there are employees eligible for New Fair Deal pension protection then the appropriate pensions provisions will also need to be selected.

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

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

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

If either Part A and/or Part B apply, then consider whether Part D (Pensions) shall apply and the Buyer shall indicate on the Order Form which Annex shall apply (either D1 (CSPS), D2 (NHSPS), D3 (LGPS) or D4 (Other Schemes)). Part D pensions may also apply where there is not a TUPE transfer for example where the incumbent provider is successful.

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

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

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

1. Definitions

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

"Acquired Rights Directive"	the European Council Directive 77/187/EEC on the approximation of laws of European member states relating to the safeguarding of employees' rights in the event of transfers of undertakings, businesses or parts of undertakings or businesses, as amended or re-enacted from time to time;

"Employee Liability"	all claims, actions, proceedings, orders, demands, complaints, investigations (save for any claims for personal injury which are covered by insurance) and any award, compensation, damages, tribunal awards, fine, loss, order, penalty, disbursement, payment made by way of settlement and costs, expenses and legal costs reasonably incurred in connection with a claim or investigation including in relation to the following: a) redundancy payments including contractual or enhanced redundancy costs, termination costs and notice payments; b) unfair, wrongful or constructive dismissal compensation; c) compensation for discrimination on grounds of sex, race, disability, age, religion or belief, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation or claims for equal pay; d) compensation for less favourable treatment of part-time workers or fixed term employees; e) outstanding employment debts and unlawful deduction of wages including any PAYE and National Insurance Contributions; f) employment claims whether in tort, contract or statute or otherwise; g) any investigation relating to employment matters by the Equality and Human Rights Commission or other enforcement, regulatory or supervisory body and of implementing any requirements which may arise from such investigation;
"Former Supplier"	a supplier supplying services to the Buyer before the Relevant Transfer Date that are the same as or substantially similar to the Services (or any part of the Services) and shall include any Subcontractor of such supplier (or any Subcontractor of any such Subcontractor);

"New Fair Deal"	the revised Fair Deal position set out in the HM Treasury guidance: "*Fair Deal for Staff Pensions: Staff Transfer from Central Government*" issued in October 2013 including: (i) any amendments to that document immediately prior to the Relevant Transfer Date; and (ii) any similar pension protection in accordance with the Annexes D1-D3 inclusive to Part D of this Schedule as notified to the Supplier by the Buyer;
"Old Fair Deal"	HM Treasury Guidance "*Staff Transfers from Central Government: A Fair Deal for Staff Pensions*" issued in June 1999 including the supplementary guidance "*Fair Deal for Staff pensions: Procurement of Bulk Transfer Agreements and Related Issues*" issued in June 2004;
"Partial Termination"	the partial termination of the relevant Contract to the extent that it relates to the provision of any part of the Services as further provided for in Clause 10.4 (When CCS or the Buyer can end this contract) or 10.6 (When the Supplier can end the contract);
"Relevant Transfer"	a transfer of employment to which the Employment Regulations applies;
"Relevant Transfer Date"	in relation to a Relevant Transfer, the date upon which the Relevant Transfer takes place. For the purposes of Part D: Pensions and its Annexes, where the Supplier or a Subcontractor was the Former Supplier and there is no Relevant Transfer of the Fair Deal Employees because they remain continuously employed by the Supplier (or Subcontractor), references to the Relevant Transfer Date shall become references to the Start Date;

"Staffing Information"	in relation to all persons identified on the Supplier's Provisional Supplier Personnel List or Supplier's Final Supplier Personnel List, as the case may be, such information as the Buyer may reasonably request (subject to applicable provisions of the Data Protection Legislation), but including in an anonymised format: (a) ages, dates of commencement of employment/engagement, sex and place of work; (b) details of whether they are employed, self-employed contractors or consultants, agency workers or otherwise; (c) identity of the employer or relevant contracting Party; (d) their relevant contractual notice periods and any other terms relating to termination of employment, including redundancy procedures, and redundancy payments; (e) their wages, salaries, bonuses and profit sharing arrangements as applicable; (f) details of other employment-related benefits, including (without limitation) medical insurance, life assurance, pension or other retirement benefit schemes, share option schemes and company car schedules applicable to them; (g) any outstanding or potential contractual, statutory or other liabilities in respect of such individuals (including in respect of personal injury claims); (h) details of any such individuals on long term sickness absence, parental leave, maternity leave or other authorised long term absence; (i) copies of all relevant documents and materials relating to such information, including copies of relevant contracts of employment (or relevant standard contracts if applied generally in respect of such employees); and (j) any other "employee liability information" as such term is defined in regulation 11 of the Employment Regulations;

"Supplier's Final Supplier Personnel List"	a list provided by the Supplier of all Supplier Staff whose will transfer under the Employment Regulations on the Service Transfer Date;
"Supplier's Provisional Supplier Personnel List"	a list prepared and updated by the Supplier of all Supplier Staff who are at the date of the list wholly or mainly engaged in or assigned to the provision of the Services or any relevant part of the Services which it is envisaged as at the date of such list will no longer be provided by the Supplier;
"Term"	the period commencing on the Start Date and ending on the expiry of the Initial Period or any Extension Period or on earlier termination of the relevant Contract;
"Transferring Buyer Employees"	those employees of the Buyer to whom the Employment Regulations will apply on the Relevant Transfer Date;
"Transferring Former Supplier Employees"	in relation to a Former Supplier, those employees of the Former Supplier to whom the Employment Regulations will apply on the Relevant Transfer Date.

2. Interpretation

2.1 Where a provision in this Schedule imposes any obligation on the Supplier including (without limit) to comply with a requirement or provide an indemnity, undertaking or warranty, the Supplier shall procure that each of its Subcontractors shall comply with such obligation and provide such indemnity, undertaking or warranty to CCS, the Buyer, Former Supplier, Replacement Supplier or Replacement Subcontractor, as the case may be and where the Subcontractor fails to satisfy any claims under such indemnities the Supplier will be liable for satisfying any such claim as if it had provided the indemnity itself.

2.2 The provisions of Paragraphs 2.1 and 2.6 of Part A, Paragraph 3.1 of Part B, Paragraphs 1.5, 1.7 and 1.9 of Part C, Part D and Paragraphs 1.4, 2.3 and 2.8 of Part E of this Schedule (together "Third Party Provisions") confer benefits on third parties (each such person a "Third Party Beneficiary") and are intended to be enforceable by Third Party Beneficiaries by virtue of the CRTPA.

2.3 Subject to Paragraph 2.2 above, a person who is not a Party to this Order Contract has no right under the CRTPA to enforce any term of this Order Contract but this does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.

2.4 No Third Party Beneficiary may enforce, or take any step to enforce, any Third Party Provision without the prior written consent of the Buyer, which may, if given, be given on and subject to such terms as the Buyer may determine.

2.5 Any amendments or modifications to this Order Contract may be made, and any rights created under Paragraph 2.2 above may be altered or extinguished, by the Parties without the consent of any Third Party Beneficiary.

3. Which parts of this Schedule apply

3.1 Only the following parts of this Schedule shall apply to this Contract:

- Part C (No Staff Transfer on the Start Date)
- Part D (Pensions) - may apply – see CCS Framework records for details
- Part E (Staff Transfer on Exit) – may apply

Part C: No Staff Transfer on the Start Date

1. What happens if there is a staff transfer

1.1 The Buyer and the Supplier agree that the commencement of the provision of the Services or of any part of the Services will not be a Relevant Transfer in relation to any employees of the Buyer and/or any Former Supplier.

1.2 If any employee of the Buyer and/or a Former Supplier claims, or it is determined in relation to any employee of the Buyer and/or a Former Supplier, that his/her contract of employment has been transferred from the Buyer and/or the Former Supplier to the Supplier and/or any Subcontractor pursuant to the Employment Regulations or the Acquired Rights Directive then:

1.2.1 the Supplier shall, and shall procure that the relevant Subcontractor shall, within 5 Working Days of becoming aware of that fact, notify the Buyer in writing and, where required by the Buyer, notify the Former Supplier in writing; and

1.2.2 the Buyer and/or the Former Supplier may offer (or may procure that a third party may offer) employment to such person within 15 Working Days of the notification from the Supplier or the Subcontractor (as appropriate) or take such other reasonable steps as the Buyer or Former Supplier (as the case may be) it considers appropriate to deal with the matter provided always that such steps are in compliance with applicable Law.

1.3 If an offer referred to in Paragraph 1.2.2 is accepted (or if the situation has otherwise been resolved by the Buyer and/or the Former Supplier),, the Supplier shall, or shall procure that the Subcontractor shall, immediately release the person from his/her employment or alleged employment.

1.4 If by the end of the 15 Working Day period referred to in Paragraph 1.2.2:

1.4.1 no such offer of employment has been made;
1.4.2 such offer has been made but not accepted; or
1.4.3 the situation has not otherwise been resolved;

the Supplier may within 5 Working Days give notice to terminate the employment or alleged employment of such person.

1.5 Subject to the Supplier and/or the relevant Subcontractor acting in accordance with the provisions of Paragraphs 1.2 to 1.4 and in accordance with all applicable employment procedures set out in applicable Law and subject also to Paragraph 1.8 the Buyer shall:

1.5.1 indemnify the Supplier and/or the relevant Subcontractor against all Employee Liabilities arising out of the termination of the employment of any of the Buyer's employees referred to in

Paragraph 1.2 made pursuant to the provisions of Paragraph 1.4 provided that the Supplier takes, or shall procure that the Subcontractor takes, all reasonable steps to minimise any such Employee Liabilities; and

1.5.2 procure that the Former Supplier indemnifies the Supplier and/or any Subcontractor against all Employee Liabilities arising out of termination of the employment of the employees of the Former Supplier referred to in Paragraph 1.2 made pursuant to the provisions of Paragraph 1.4 provided that the Supplier takes, or shall procure that the relevant Subcontractor takes, all reasonable steps to minimise any such Employee Liabilities.

1.6 If any such person as is described in Paragraph 1.2 is neither re employed by the Buyer and/or the Former Supplier as appropriate nor dismissed by the Supplier and/or any Subcontractor within the 15 Working Day period referred to in Paragraph 1.4 such person shall be treated as having transferred to the Supplier and/or the Subcontractor (as appropriate) and the Supplier shall, or shall procure that the Subcontractor shall, comply with such obligations as may be imposed upon it under Law.

1.7 Where any person remains employed by the Supplier and/or any Subcontractor pursuant to Paragraph 1.6, all Employee Liabilities in relation to such employee shall remain with the Supplier and/or the Subcontractor and the Supplier shall indemnify the Buyer and any Former Supplier, and shall procure that the Subcontractor shall indemnify the Buyer and any Former Supplier, against any Employee Liabilities that either of them may incur in respect of any such employees of the Supplier and/or employees of the Subcontractor.

1.8 The indemnities in Paragraph 1.5:

1.8.1 shall not apply to:

(a) any claim for:

(i) discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief; or

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

in any case in relation to any alleged act or omission of the Supplier and/or Subcontractor; or

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

1.8.2 shall apply only where the notification referred to in Paragraph 1.2.1 is made by the Supplier and/or any Subcontractor to the Buyer and, if applicable, Former Supplier within 6 months of the Start Date.

1.9 If the Supplier and/or the Subcontractor does not comply with Paragraph 1.2, all Employee Liabilities in relation to such employees shall remain with the Supplier and/or the Subcontractor and the Supplier shall (i) comply with the provisions of Part D: Pensions of this Schedule, and (ii) indemnify the Buyer and any Former Supplier against any Employee Liabilities that either of them may incur in respect of any such employees of the Supplier and/or employees of the Subcontractor.

2. Limits on the Former Supplier's obligations

2.1 Where in this Part C the Buyer accepts an obligation to procure that a Former Supplier does or does not do something, such obligation shall be limited so that it extends only to the extent that the Buyer's contract with the Former Supplier contains a contractual right in that regard which the Buyer may enforce, or otherwise so that it requires only that the Buyer must use reasonable endeavours to procure that the Former Supplier does or does not act accordingly.

Part E: Staff Transfer on Exit

1. Obligations before a Staff Transfer

1.1 The Supplier agrees that within 20 Working Days of the earliest of:

1.1.1 receipt of a notification from the Buyer of a Service Transfer or intended Service Transfer;
1.1.2 receipt of the giving of notice of early termination or any Partial Termination of the relevant Contract;
1.1.3 the date which is 12 Months before the end of the Term; and
1.1.4 receipt of a written request of the Buyer at any time (provided that the Buyer shall only be entitled to make one such request in any 6 Month period),

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

1.2 At least 20 Working Days prior to the Service Transfer Date, the Supplier shall provide to the Buyer or at the direction of the Buyer to any Replacement Supplier and/or any Replacement Subcontractor (i) the Supplier's Final Supplier Personnel List, which shall identify the basis upon which they are Transferring Supplier Employees and (ii) the Staffing Information in relation to the Supplier's Final Supplier Personnel List (insofar as such information has not previously been provided).

1.3 The Buyer shall be permitted to use and disclose information provided by the Supplier under Paragraphs 1.1 and 1.2 for the purpose of informing any prospective Replacement Supplier and/or Replacement Subcontractor.

1.4 The Supplier warrants, for the benefit of The Buyer, any Replacement Supplier, and any Replacement Subcontractor that all information provided pursuant to Paragraphs 1.1 and 1.2 shall be true and accurate in all material respects at the time of providing the information.

1.5 From the date of the earliest event referred to in Paragraph 1.1.1, 1.1.2 and 1.1.3, the Supplier agrees that it shall not, and agrees to procure that each Subcontractor shall not, assign any person to the provision of the Services who is not listed on the Supplier's Provisional Supplier Personnel List and shall not without the approval of the Buyer (not to be unreasonably withheld or delayed):

1.5.1 replace or re-deploy any Supplier Staff listed on the Supplier Provisional Supplier Personnel List other than where any replacement is of equivalent grade, skills, experience and

expertise and is employed on the same terms and conditions of employment as the person he/she replaces

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

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

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

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

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

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

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

1.6.1 the numbers of employees engaged in providing the Services;

1.6.2 the percentage of time spent by each employee engaged in providing the Services;

1.6.3 the extent to which each employee qualifies for membership of any of the Statutory Schemes or any Broadly Comparable scheme set up pursuant to the provisions of any of the Annexes to Part D (Pensions) (as appropriate); and

1.6.4 a description of the nature of the work undertaken by each employee by location.

1.7 The Supplier shall provide, and shall procure that each Subcontractor shall provide, all reasonable cooperation and assistance to the Buyer, any Replacement Supplier and/or any Replacement Subcontractor to ensure the

smooth transfer of the Transferring Supplier Employees on the Service Transfer Date including providing sufficient information in advance of the Service Transfer Date to ensure that all necessary payroll arrangements can be made to enable the Transferring Supplier Employees to be paid as appropriate. Without prejudice to the generality of the foregoing, within 5 Working Days following the Service Transfer Date, the Supplier shall provide, and shall procure that each Subcontractor shall provide, to the Buyer or, at the direction of the Buyer, to any Replacement Supplier and/or any Replacement Subcontractor (as appropriate), in respect of each person on the Supplier's Final Supplier Personnel List who is a Transferring Supplier Employee:

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

2. Staff Transfer when the contract ends

2.1 The Buyer and the Supplier acknowledge that subsequent to the commencement of the provision of the Services, the identity of the provider of the Services (or any part of the Services) may change (whether as a result of termination or Partial Termination of the relevant Contract or otherwise) resulting in the Services being undertaken by a Replacement Supplier and/or a Replacement Subcontractor. Such change in the identity of the supplier of such services may constitute a Relevant Transfer to which the Employment Regulations and/or the Acquired Rights Directive will apply. The Buyer and the Supplier agree that, as a result of the operation of the Employment Regulations, where a Relevant Transfer occurs, the contracts of employment between the Supplier and the Transferring Supplier Employees (except in relation to any contract terms disapplied through operation of regulation 10(2) of the Employment Regulations) will have effect on and from the Service Transfer Date as if originally made between the Replacement Supplier and/or a Replacement Subcontractor (as the case may be) and each such Transferring Supplier Employee.

2.2 The Supplier shall, and shall procure that each Subcontractor shall, comply with all its obligations in respect of the Transferring Supplier Employees arising under the Employment Regulations in respect of the period up to (and including) the Service Transfer Date and shall perform and discharge, and procure that each Subcontractor shall perform and discharge, all its obligations in respect of all the Transferring Supplier Employees arising in respect of the period up to (and including) the Service Transfer Date (including (without limit) the payment of all remuneration, benefits, entitlements, and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions and all such sums due as a result of any Fair Deal Employees' participation in the Schemes which in any case are attributable in whole or in part to the period ending on (and including)

the Service Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between: (i) the Supplier and/or the Subcontractor (as appropriate); and (ii) the Replacement Supplier and/or Replacement Subcontractor.

2.3 Subject to Paragraph 2.4, the Supplier shall indemnify the Buyer and/or the Replacement Supplier and/or any Replacement Subcontractor against any Employee Liabilities arising from or as a result of:

2.3.1 any act or omission of the Supplier or any Subcontractor in respect of any Transferring Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Supplier Employee whether occurring before, on or after the Service Transfer Date;

2.3.2 the breach or non-observance by the Supplier or any Subcontractor occurring on or before the Service Transfer Date of:

(a) any collective agreement applicable to the Transferring Supplier Employees; and/or

(b) any other custom or practice with a trade union or staff association in respect of any Transferring Supplier Employees which the Supplier or any Subcontractor is contractually bound to honour;

2.3.3 any claim by any trade union or other body or person representing any Transferring Supplier Employees arising from or connected with any failure by the Supplier or a Subcontractor to comply with any legal obligation to such trade union, body or person arising on or before the Service Transfer Date;

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

(a) in relation to any Transferring Supplier Employee, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising on and before the Service Transfer Date; and

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

2.3.5 a failure of the Supplier or any Subcontractor to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Supplier Employees in respect of the

period up to (and including) the Service Transfer Date);

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

2.3.7 any claim made by or in respect of a Transferring Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Supplier Employee relating to any act or omission of the Supplier or any Subcontractor in relation to its obligations under regulation 13 of the Employment Regulations, except to the extent that the liability arises from the failure by the Buyer and/or Replacement Supplier to comply with regulation 13(4) of the Employment Regulations.

2.4 The indemnities in Paragraph 2.3 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Replacement Supplier and/or any Replacement Subcontractor whether occurring or having its origin before, on or after the Service Transfer Date including any Employee Liabilities:

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

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

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

2.5.1 the Buyer shall procure that the Replacement Supplier and/or Replacement Subcontractor will, within 5 Working Days of becoming aware of that fact, notify the Buyer and the Supplier in writing; and

2.5.2 the Supplier may offer (or may procure that a Subcontractor may offer) employment to such person, or take such other reasonable steps as it considered appropriate to deal the matter provided always that such steps are in compliance with Law,

within15 Working Days of receipt of notice from the Replacement Supplier and/or Replacement Subcontractor.

2.6 If such offer of is accepted, or if the situation has otherwise been resolved by the Supplier or a Subcontractor, Buyer shall procure that the Replacement Supplier shall, or procure that the Replacement Subcontractor shall, immediately release or procure the release the person from his/her employment or alleged employment;

2.7 If after the 15 Working Day period specified in Paragraph 2.5.2 has elapsed:

2.7.1 no such offer has been made:
2.7.2 such offer has been made but not accepted; or
2.7.3 the situation has not otherwise been resolved

the Buyer shall advise the Replacement Supplier and/or Replacement Subcontractor (as appropriate) that it may within 5 Working Days give notice to terminate the employment or alleged employment of such person;

2.8 Subject to the Replacement Supplier's and/or Replacement Subcontractor acting in accordance with the provisions of Paragraphs 2.5 to 2.7 and in accordance with all applicable proper employment procedures set out in applicable Law and subject to Paragraph 2.9 below, the Supplier will indemnify the Replacement Supplier and/or Replacement Subcontractor against all Employee Liabilities arising out of the termination of the employment of any of the Supplier's employees pursuant to the provisions of Paragraph 2.7 provided that the Replacement Supplier takes, or shall procure that the Replacement Subcontractor takes, all reasonable steps to minimise any such Employee Liabilities.

2.9 The indemnity in Paragraph 2.8:

2.9.1 shall not apply to:
(a) any claim for:
(i) discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief; or
(ii) equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees,
In any case in relation to any alleged act or omission of the Replacement Supplier and/or Replacement Subcontractor, or
(b) any claim that the termination of employment was unfair because the Replacement Supplier and/or Replacement Subcontractor neglected to follow a fair dismissal procedure; and

2.9.2 shall apply only where the notification referred to in Paragraph 2.5.1 is made by the Replacement Supplier and/or Replacement Subcontractor to the Supplier within 6 months of the Service Transfer Date.

2.10 If any such person as is described in Paragraph 2.5 is neither re-employed by the Supplier or any Subcontractor nor dismissed by the Replacement Supplier and/or Replacement Subcontractor within the time scales set out in Paragraphs 2.5 to 2.7, such person shall be treated as a Transferring Supplier Employee.

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

(a) the Supplier and/or any Subcontractor; and
(b) the Replacement Supplier and/or the Replacement Subcontractor.

2.12 The Supplier shall, and shall procure that each Subcontractor shall, promptly provide the Buyer and any Replacement Supplier and/or Replacement Subcontractor, in writing such information as is necessary to enable the Buyer, the Replacement Supplier and/or Replacement Subcontractor to carry out their respective duties under regulation 13 of the Employment Regulations. The Buyer shall procure that the Replacement Supplier and/or Replacement Subcontractor, shall promptly provide to the Supplier and each Subcontractor in writing such information as is necessary to enable the Supplier and each Subcontractor to carry out their respective duties under regulation 13 of the Employment Regulations.

2.13 Subject to Paragraph 2.14, the Buyer shall procure that the Replacement Supplier indemnifies the Supplier on its own behalf and on behalf of any Replacement Subcontractor and its Subcontractors against any Employee Liabilities arising from or as a result of:

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

Employment Regulations) of any such Transferring Supplier Employee;

2.13.2 the breach or non-observance by the Replacement Supplier and/or Replacement Subcontractor on or after the Service Transfer Date of:

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

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

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

2.13.4 any proposal by the Replacement Supplier and/or Replacement Subcontractor to change the terms and conditions of employment or working conditions of any Transferring Supplier Employees identified in the Supplier's Final Supplier Personnel List on or after their transfer to the Replacement Supplier or Replacement Subcontractor (as the case may be) on the Service Transfer Date, or to change the terms and conditions of employment or working conditions of any person identified in the Supplier's Final Supplier Personnel List who would have been a Transferring Supplier Employee but for their resignation (or decision to treat their employment as terminated under regulation 4(9) of the Employment Regulations) before the Service Transfer Date as a result of or for a reason connected to such proposed changes;

2.13.5 any statement communicated to or action undertaken by the Replacement Supplier or Replacement Subcontractor to, or in respect of, any Transferring Supplier Employee identified in the Supplier's Final Supplier Personnel List on or before the Service Transfer Date regarding the Relevant Transfer which has not been agreed in advance with the Supplier in writing;

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

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

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

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

2.13.8 any claim made by or in respect of a Transferring Supplier Employee identified in the Supplier's Final Supplier Personnel List or any appropriate employee representative (as defined in the Employment Regulations) of any such Transferring Supplier Employee relating to any act or omission of the Replacement Supplier or Replacement Subcontractor in relation to obligations under regulation 13 of the Employment Regulations.

2.14 The indemnities in Paragraph 2.13 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Supplier and/or any Subcontractor (as applicable) whether occurring or having its origin before, on or after the Service Transfer Date, including any Employee Liabilities arising from the failure by the Supplier and/or any Subcontractor (as applicable) to comply with its obligations under the Employment Regulations.

Order Schedule 3 (Continuous Improvement)

1. Buyer's Rights

1.1 The Buyer and the Supplier recognise that, where specified in DPS Schedule 4 (DPS Management), the Buyer may give CCS the right to enforce the Buyer's rights under this Schedule.

2. Supplier's Obligations

2.1 The Supplier must, throughout the Contract Period, identify new or potential improvements to the provision of the Deliverables with a view to reducing the Buyer's costs (including the Charges) and/or improving the quality and efficiency of the Deliverables and their supply to the Buyer.

2.2 The Supplier must adopt a policy of continuous improvement in relation to the Deliverables, which must include regular reviews with the Buyer of the Deliverables and the way it provides them, with a view to reducing the Buyer's costs (including the Charges) and/or improving the quality and efficiency of the Deliverables. The Supplier and the Buyer must provide each other with any information relevant to meeting this objective.

2.3 In addition to Paragraph 2.1, the Supplier shall produce at the start of each Contract Year a plan for improving the provision of Deliverables and/or reducing the Charges (without adversely affecting the performance of this Contract) during that Contract Year (**"Continuous Improvement Plan"**) for the Buyer's Approval. The Continuous Improvement Plan must include, as a minimum, proposals:

2.3.1 identifying the emergence of relevant new and evolving technologies;

2.3.2 changes in business processes of the Supplier or the Buyer and ways of working that would provide cost savings and/or enhanced benefits to the Buyer (such as methods of interaction, supply chain efficiencies, reduction in energy consumption and methods of sale);

2.3.3 new or potential improvements to the provision of the Deliverables including the quality, responsiveness, procedures, benchmarking methods, likely performance mechanisms and customer support services in relation to the Deliverables; and

2.3.4 measuring and reducing the sustainability impacts of the Supplier's operations and supply-chains relating to the Deliverables, and identifying opportunities to assist the Buyer in meeting their sustainability objectives.

2.4 The initial Continuous Improvement Plan for the first (1st) Contract Year shall be submitted by the Supplier to the Buyer for Approval within one hundred (100) Working Days of the first Order or six (6) Months following the Start Date, whichever is earlier.

2.5 The Buyer shall notify the Supplier of its Approval or rejection of the proposed Continuous Improvement Plan or any updates to it within twenty (20) Working

Days of receipt. If it is rejected then the Supplier shall, within ten (10) Working Days of receipt of notice of rejection, submit a revised Continuous Improvement Plan reflecting the changes required. Once Approved, it becomes the Continuous Improvement Plan for the purposes of this Contract.

2.6 The Supplier must provide sufficient information with each suggested improvement to enable a decision on whether to implement it. The Supplier shall provide any further information as requested.

2.7 If the Buyer wishes to incorporate any improvement into this Contract, it must request a Variation in accordance with the Variation Procedure and the Supplier must implement such Variation at no additional cost to the Buyer or CCS.

2.8 Once the first Continuous Improvement Plan has been Approved in accordance with Paragraph 2.5:

2.8.1 the Supplier shall use all reasonable endeavours to implement any agreed deliverables in accordance with the Continuous Improvement Plan; and

2.8.2 the Parties agree to meet as soon as reasonably possible following the start of each quarter (or as otherwise agreed between the Parties) to review the Supplier's progress against the Continuous Improvement Plan.

2.9 The Supplier shall update the Continuous Improvement Plan as and when required but at least once every Contract Year (after the first (1st) Contract Year) in accordance with the procedure and timescales set out in Paragraph 2.3.

2.10 All costs relating to the compilation or updating of the Continuous Improvement Plan and the costs arising from any improvement made pursuant to it and the costs of implementing any improvement, shall have no effect on and are included in the Charges.

2.11 Should the Supplier's costs in providing the Deliverables to the Buyer be reduced as a result of any changes implemented, all of the cost savings shall be passed on to the Buyer by way of a consequential and immediate reduction in the Charges for the Deliverables.

2.12 At any time during the Contract Period of the Order Contract, the Supplier may make a proposal for gainshare. If the Buyer deems gainshare to be applicable then the Supplier shall update the Continuous Improvement Plan so as to include details of the way in which the proposal shall be implemented in accordance with an agreed gainshare ratio.

Order Schedule 4 (Order Tender)

Extracts from the Supplier's Tender Proposal - (as appropriate client names have been removed)

INTRODUCTION AND EXPERTISE AND SUITABILITY OF SUPPLIER

Executive Summary

- An agency with **deep experience in relevant sectors**, notably regulation, pharmaceuticals, public health and science and technology in the UK and internationally;
- A team with **wide knowledge of MHRA** and its environment and a proven track record in delivery of customer research and insight to support its strategic aims and business development;
- Providing a **full range of services** in qualitative and quantitative research and analysis, with the flexibility and personal commitment of an agency owned by its directors;
- An **enhanced offer** with new team members, new capabilities and a commitment to innovation.
- Delivery underpinned by a robust **Quality Assurance** framework;
- Exceptional **value for money**, sharing the efficiency gains from our transformation to a digital-first agency.

About Woodnewton

Woodnewton is a consultancy based in London which carries out research and analysis in the UK and internationally. We have a wide range of clients in the public, private and third sectors, all linked by our shared commitment to credible and actionable research which has a positive impact on people's lives. Woodnewton is owned by its directors, has no corporate borrowings and so is free from external influences such as financial targets. This means we can concentrate on our mission: allowing senior practitioners to do the work they love.

We do not specialise in one sector, but we have built up a great deal of experience in health, as well as third sector organisations. We also work with a number of regulators. We deploy a wide range of approaches, from core qualitative techniques such as interviews and focus groups to specialised analytical techniques in data, language and citizen and customer behaviour. We have a deep understanding of the public policy environment, the design of public services and in communication and engagement, so that our analysis is relevant and our recommendations realistic.

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MHRA's Requirements

As MHRA finalises its next five-year strategy, there will be a host of ambitions and responsibilities to take into account. From our perspective, three stand out:

- How MHRA can contribute to a **healthcare ecosystem in the UK, which is under huge pressures**, required to do more with less against a background of healthcare cost inflation and a lack of qualified healthcare professionals. There is likely to be an increasing focus on MHRA's role in accelerating new medicines and medical devices to market, and also in shaping regulation to minimise burdens on the system – while also contributing to a greater level of patient safety, including the Cumberlege agenda. MHRA's research programme will help understand how its regulatory framework can be aligned more closely with the needs of the 'marketplace', from supporting innovation (for example, through customer feedback to refine the Innovative Licencing and Access Pathway initiative) to post-market surveillance (undertaking how to raise Yellow Card response rates amongst HCPs and patients / carers).

- How MHRA can respond to the **rapid evolution of healthcare** and the shape of regulation. Here, change covers everything from digital health, the role of machine learning and the pace of technological innovation to the ageing population and its effects on patients and on the provision of healthcare. Even within MHRA, trends such as the convergence between medicines and medical devices or the opportunities of personalised medicine and remote monitoring open up regulatory challenges as well as opportunities to improve patient outcomes. MHRA is also affected by the developing marketplace. As with sectors from aviation to renewable energy, the pharmaceutical market is moving towards competing supply chains centred around the US/EU and China. While this will create some opportunities for MHRA, it will challenge existing ways of working and some aspects of MHRA's income base. Understanding and responding to these challenges will require a rapid, corporate-wide effort. Customer research would provide invaluable insight into emerging market trends, inform product development and provide a focus for planning internally on how to respond organisationally to international opportunities and risks.

- How MHRA **attracts and retains the best staff**, and how they work better together. The years of change since the Brexit vote have transformed MHRA, but there are still many ways in which collaboration and knowledge exchange across the organisation can be strengthened. The marketing and communication team has a role in facilitating this, and itself has the opportunity to integrate its own work more fully – notably through this framework. For example, using customer research to connect MHRA teams with innovators, scientists, healthcare professionals and patients should not only help focus their work, but also contribute to staff retention and morale by communicating MHRA's social value and contribution to human health.

We have identified ways in which we could contribute directly to this agenda, notably in providing some core services alongside the individual projects set out in the ITT, and we will return to this below. Beyond this, our work internationally, and with other regulators, our experience in advising organisations on continual organisational development, and our knowledge of MHRA itself, will add value across all the projects we undertake, including in aligning them with these three issues and with the wider agenda in the new Corporate Plan.

Redacted under FOIA For example, we have strengthened our capabilities through:

- **Strategic partnerships** with agencies to provide additional capacity and specialist services, integrated within our QA framework to provide clients with full assurance on performance and quality. Redacted under FOIA Redacted under FOIA
- Widening our **network of associates**, both to bring in new skills and capabilities, and also in supporting of our first diversity action plan and the enhancement of our social value.
- A **stronger commercial offer**, including Redacted under FOIA Section 40 Personal Info, who Redacted under FOIA
- **Additional capacity in data analysis**, including Redacted under FOIA Section 40 Personal, who brings Redacted under FOIA
- Introducing **videography** into our fieldwork and reporting, as a way of capturing the views and particularly the emotional dimension of the contributions of different participants, and also for conveying this in our reporting, for example through screenshots, video clips or even video reports.
- Building on our success in transforming ourselves into a digital-first agency by extending the range of **digital tools**, including in events (such as Slido), creative collaboration (HowSpace), free text analysis (MAXQDA) and report production (InDesign).
- Developing our **Quality Assurance** framework to reflect the core requirements of ISO 27001 on digital security and ISO 20252 on market research and insight, in preparation to reaccreditation to ISO 9001 in 2023.

The ITT envisages a series of self-standing projects. While this is a familiar and effective approach, there may be ways in which we can deliver additional value by working with you to identify strategic themes and opportunities for synergies between projects. For example, there may be overlap between the customers or other stakeholders to be included in different projects, and it may be that we could develop an integrated programme of surveys or interviews while still providing your internal clients with bespoke analysis and reporting. For example, founders and entrepreneurs within the UK bioscience sector may be important stakeholders to several teams within MHRA, from licencing to CPRD to standards, and research based around stakeholder groups as well as internal teams might provide additional insights as well as being more cost-effective. Similarly, through our extensive work with patients and healthcare professionals for other clients, we have a pool of insight on the way

the healthcare system is evolving, which we could share with MHRA in the form of occasional lunchtime seminars for staff or a program of structured horizon-scanning for the executive team.

Comparable Insight Projects/case studies have been included in the full Tender Proposal which can be found on file.

CAPABILITY AND BREADTH OF RESEARCH METHODS

We can deploy a wide range of research and analysis techniques, and are confident of being able to design and deliver the most appropriate method for each project. In addition to our core research competencies, our senior consultants also have extensive experience in government policy and communications. This is one of Woodnewton's particular strengths – when we design research we do so with consideration as to how the client can use the evidence and insights generated. And we pride ourselves on communicating findings to senior policy-makers to help them use our research to inform their decision making.

We have over 20 years' experience in social research and have a deep understanding of the ethical issues that can arise around consent, participation and confidentiality. That experience

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We abide by the Market Research Society's Code of Conduct for all aspects of our research activities, including design, sampling, fieldwork, analysis, project management and data archiving. In addition, for any research with children we follow protocols developed by UNICEF's Office of Research (Innocenti) on *Ethical Research Involving Children,* which incorporates the following principles to support ethical research:

(a) best interest of the child
(b) do no harm
(c) informed consent
(d) privacy and confidentiality
(e) payment and compensation

These codes and principles are embedded in our Quality Assurance framework.

Analysis and Modelling

We have the capacity to deliver all the examples of analysis and modelling set out in the ITT. This covers all forms of input, including data sets and free text and the integration and synthesis of quantitative and qualitative analysis.

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Our colleague, Redacted under FOIA Section 40 Personal Info leads on our advanced quantitative statistical analysis – for example multivariate analysis, data segmentation and clustering.

Our experience in content analysis, data mining, segmentation analysis is demonstrated by our previous work for MHRA, and we use these techniques regularly for other clients.

Data Collection and Fieldwork (general and quantitative/qualitative approaches)

We have conducted all types of data collection included in the ITT. The choice of method is usually determined by the research objectives, audience type and budget, as well as considering the preference and availability of research respondents.

One of the main changes in qualitative social and market research over the past few years has been the move to online (Zoom/Teams) research away from both in-person and telephone methods. This is a direct result of the Covid-19 pandemic and applies to both general public and key audiences (such as senior stakeholders). There are several advantages to this shift, including better geographic access (which is important for the MHRA given its UK-wide remit), greater convenience for respondents and cost savings in terms of travel and venue hire. Zoom or Teams research can also help to “bring research alive” as we find a higher acceptance among participants to be audio/video recorded and for these to be used as part of our reporting and presentations.

The two main disadvantages of this shift are the danger of some groups being excluded because of digital access and the need for slightly smaller group sizes for focus groups. We are conscious that both these factors are likely to be salient for many MHRA projects and we will always propose a mixed online/offline methodology for projects where we feel this is important.

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and visualisation.

Our approach to mystery shopping takes several forms, including in-person visits, live telephone calls (using a pre-agreed script) or reviews of recorded telephone calls and other

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We build in strategies to achieve high response rates in all our data collection activities. This involves the use of incentives (such as direct payments or donations to charities), maximum flexibility on when interviews take place and letters of introduction from the client. We are also at forefront of current debates in research about moving data collection from just an 'extractive' experience to a reciprocal one. By this we mean offering research respondents the opportunity to be kept informed about the results of the research and/or how client organisations take action or not.

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Evaluation and Emphasis Synthesis

We regularly carry out evaluation synthesis for clients, creating frameworks for integrating evidence from multiple sources. These may be intended to produce a single set of conclusions or an on-going framework for monitoring and evaluation, Redacted under FOIA

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Sample Design/Source

We have the capacity to undertake all types of sample design mentioned in the ITT. As covered above, fieldwork for representative quantitative general public research would normally be subcontracted to an established Omnibus provider. The Omnibus surveys typically use a mixture of random and quota sampling, with the addition of demographic

weights to ensure representativeness key variables, such as sex, age, location and work status.

Other types of quantitative research that use customer/user lists, free-found or snowballing techniques can be sampled using either a random/probability approach or quota sampling. For MHRA projects we expect the most likely method will be to use quota approaches so that the quantitative research is designed to capture minimum numbers of respondents against agreed criteria. This has the benefit of measuring representativeness and ensuring sufficient sample sizes for statistically valid data analysis. However, it can be more difficult to measure response and refusal rates, or to extrapolate findings to a wider population group.

COVERAGE AND QUALITY OF THE RESEARCH ACTIVITIES FOR OUR TARGET AUDIENCES

We have the capability to undertake any or all of the types of activity and research stages set out in the ITT. As the ITT acknowledges, the exact mix of techniques would depend on the nature of the project. To illustrate this, we have a case study of the design and delivery of a qualitative research project in the health field, which covers the majority of activities and research stages; reflections on the outline work programme set out in the ITT; and some additional activities or requirements not otherwise covered.

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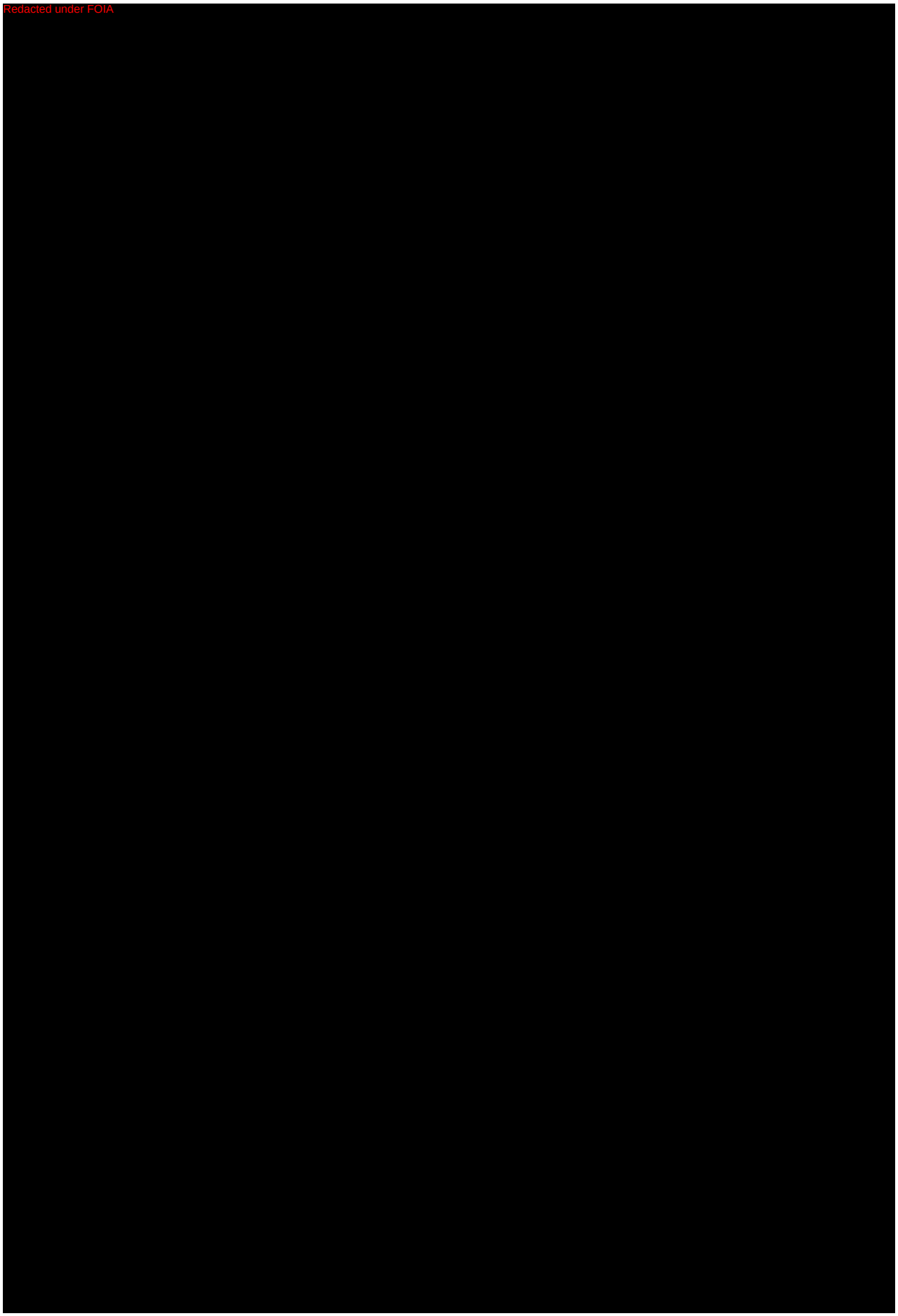

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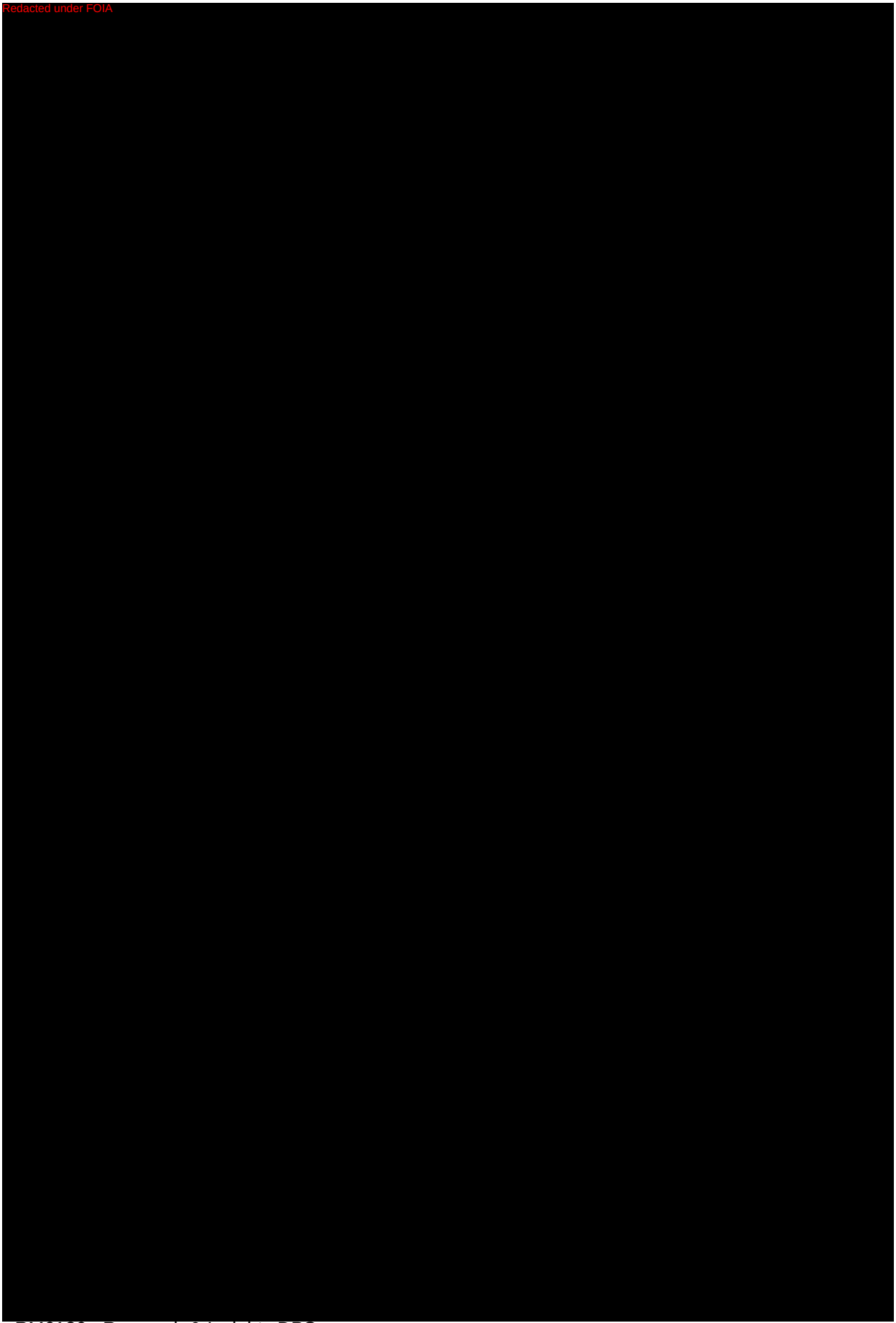

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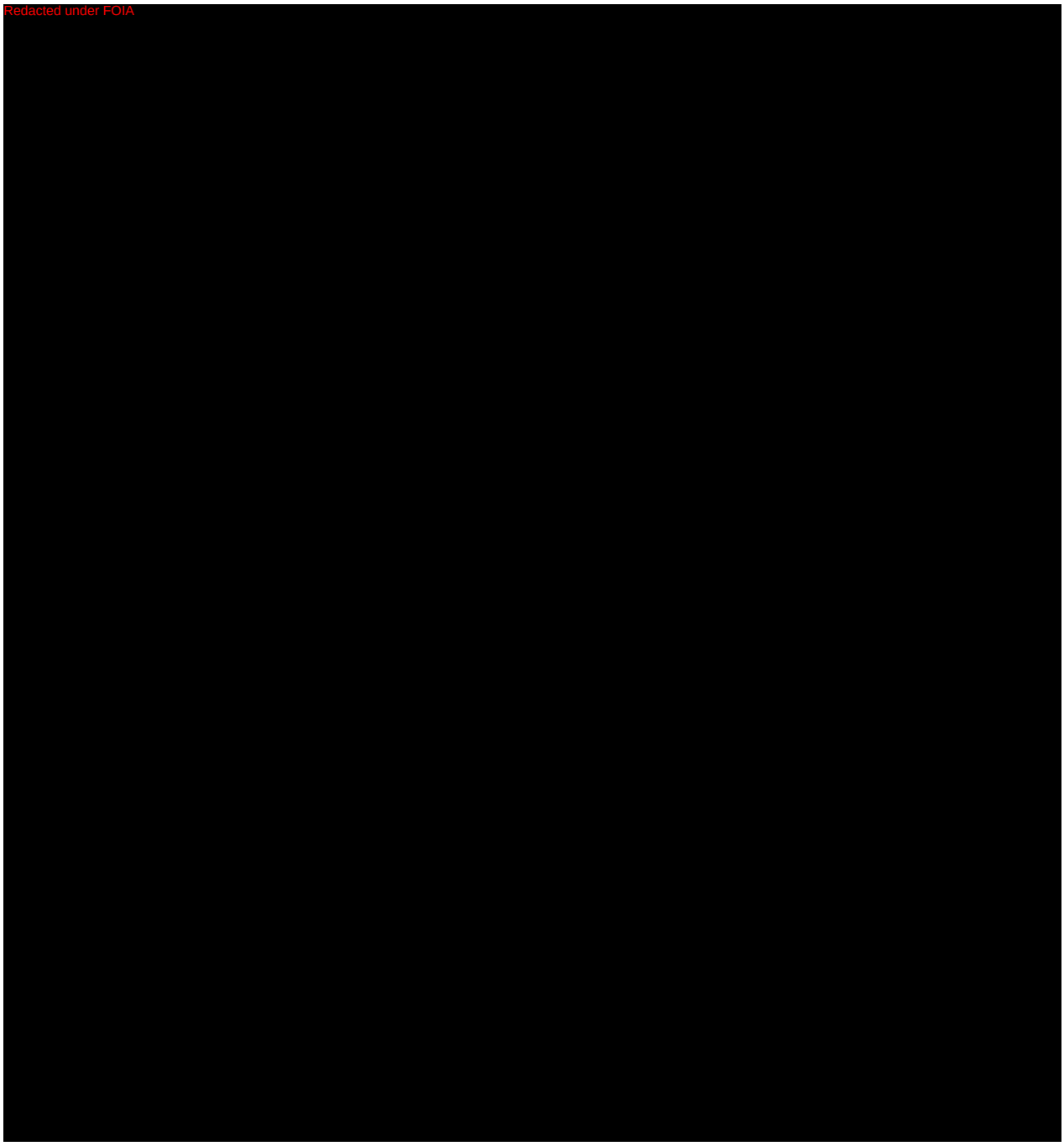

The success of each interview depends critically on the rapport established between participant and interviewer. We believe very strongly that interviewers should have a deep understanding of the context for the research, so that they can establish that rapport and ensure that the limited time with the participant yields the maximum insight. We find that the seniority and experience of our moderators often sets us apart from other research agencies.

Issues

Every project we undertake gives rise to issues that need to be considered carefully, usually in consultation with the client. In this example, the issues include consent, recordings and anonymity, ethics and legality.

Consent

It is essential that all participants give informed consent for our research. In this case, we will send every potential participant an outline of the research project including how their contribution would be used, and a consent form. We would then log that they have read and agreed this in the recruitment spreadsheet, retaining the conformation email or recording to provide an audit trail if required. At the end of each interview, we will ensure that participants have our contact details to allow them to follow up if they wish.

Recordings and Anonymity

In general, we find that participants contribute most fully when they have been offered confidentiality. Similarly, knowing they are being recorded can have a chilling effect on some participants, particularly when we wish to explore areas where they might be deviating from their professional norms or expected behaviour. We therefore usually recommend that we offer interviewees anonymity and also the option not to be recorded. Where they choose these options, we would not share recordings or transcripts with the client.

Ethics

As inception, and leading up to the finalisation of the project plan, we would review formally the ethical base for the project and any additional processes or safeguards that need to be put in place. For example, we would routinely evaluate whether participants could feel under any pressure to take part or to continue with the interview if they changed their mind once it was underway.

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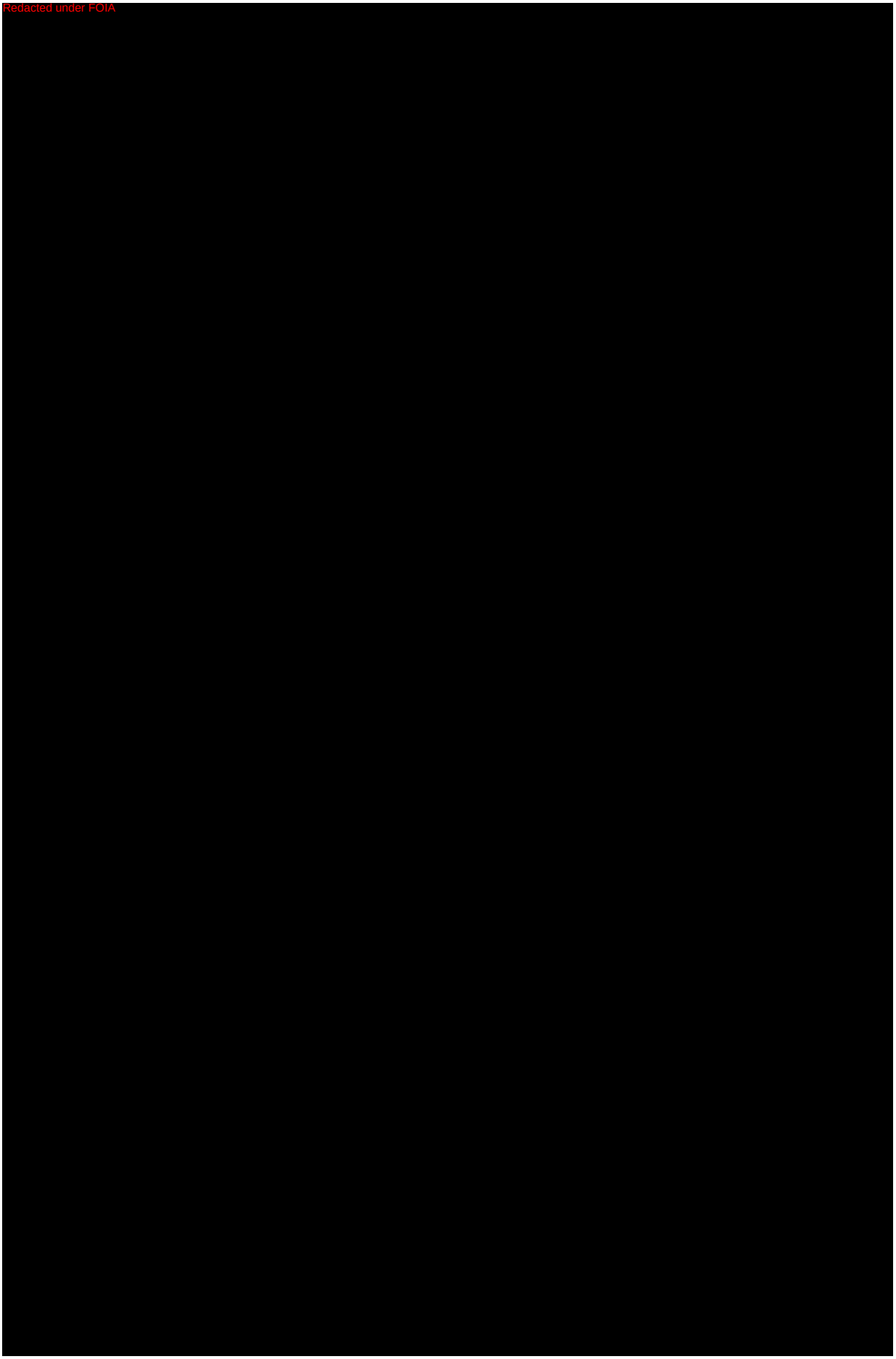

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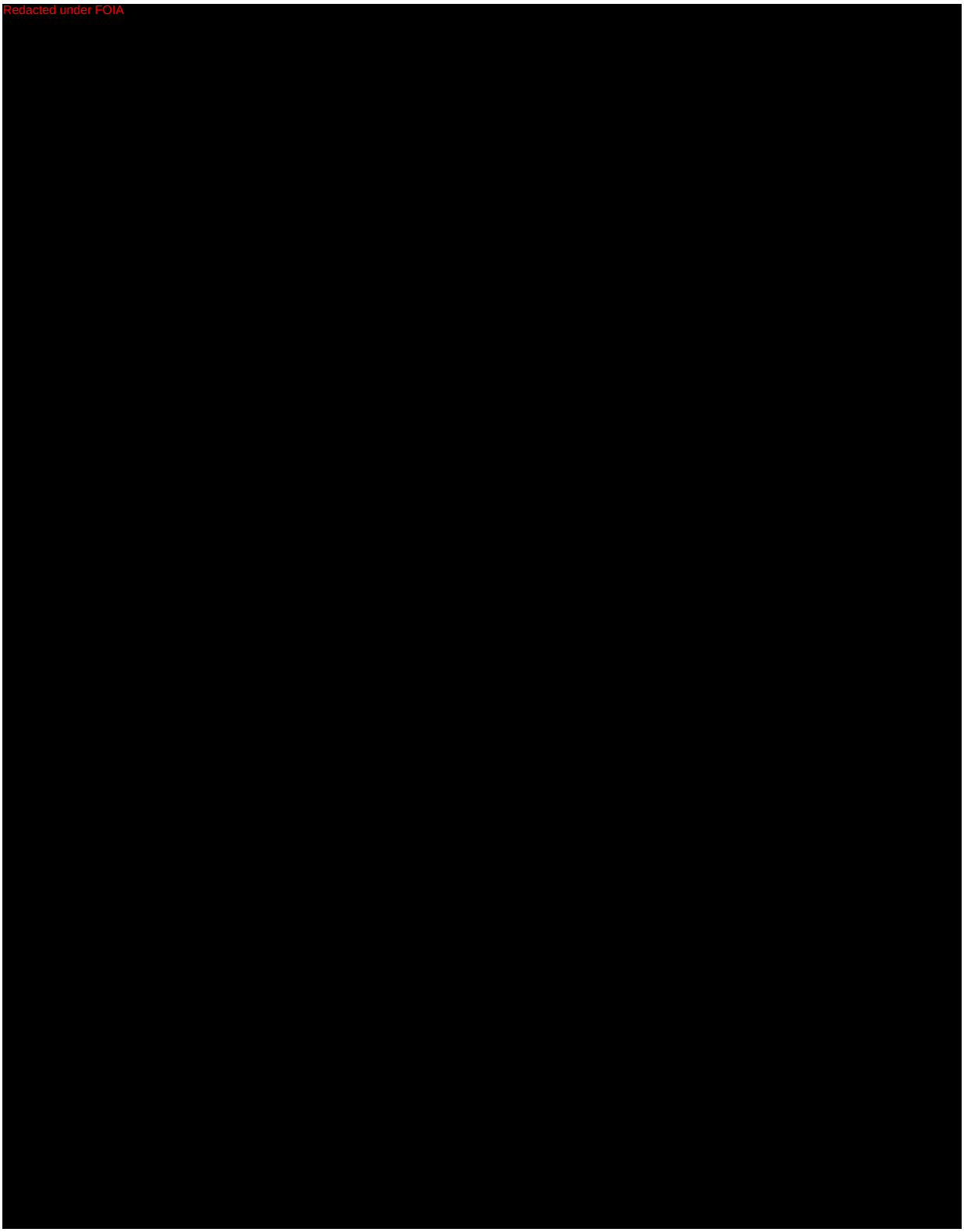

Other Activities and Delivery

Working with Woodnewton

Throughout the Contract we would prioritise clarity over the extent to which MHRA would be called upon to support our work, and your preferred working methods. We understand that the management of a research project has resource implications for the client, particularly in staff time, and we manage projects to minimise the risk of excessive or unexpected demands. We

have over twenty years of experience in delivering research within the public sector and can do so with the minimum of input or supervision, if that is your preference. Equally, we are always happy to work very closely with our clients, to share emerging findings informally, and even to include an element of knowledge transfer through the research and analysis phase. But in both cases, because we have ourselves worked in government, we know that it is essential to stick to deadlines and to build plenty of time for client internal consultation and clearance into our timescales. Further, we also understand that priorities and timings can change and as a small and flexible agency we are happy to do all we can to accommodate such changes, even at very short notice.

Similarly, we are very happy to develop a collaborative process for delivery with our clients, potentially including third parties, as this may offer a more cost-effective solution. This might include working with the MHRA team on identifying individuals for interviews or extracting data from Customer Relationship Management systems for us to analyse. It might also include working with patient groups or with other contractors, such as a design agency or a firm of management consultants. Usually, this would be agreed at project inception, so that respective roles and responsibilities are clear, but we would of course be flexible in accommodating changes during the project.

Subject Matter Experts

Our extensive work in health and science means that we are well-placed to identify and recruit subject-matter experts, if required. We are used, for example, to running expert events and convening expert panels, including providing a formal steering-group role for research projects.

Innovation

We have identified several areas in which we could innovate in the delivery of the Contract

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Lead Times

In brief, we see lead times as determined by our clients: if we need to start work the next day, we do. Fortunately, such urgency is rare and our usual lead time to assemble our proposed project team and brief ourselves so that we can contribute fully to an inception meeting is five days.

Senior Stakeholders

We have experience in depth in engaging with senior stakeholders, both in our research (depth interviews, panel discussions) and in reporting our results (presentations and facilitated discussions). All our consultants have worked in senior roles themselves, including Board roles in departments, agencies and national charities. We are used to recruiting and interviewing chief executives, senior officials, MPs and other politicians, senior academics and practitioners and journalists. We have literally presented our findings to Presidents and Prime Ministers and understand how to communicate findings and recommendations in a focused and credible way.

RELEVANCE AND STANDARD OF REPORTING/OUTPUTS

We offer a full range of channels for reporting on progress, findings and recommendations, covering all of the reporting requirements specified in the ITT. These include channels which are primarily for the client:

Formal reporting to a publishable standard, including illustrations and typesetting, and if preferred following in-house design guidelines (covering voice, layout and other style elements). We are used to managing the design and print process and can facilitate formal publication and distribution (for example, allocation of ISBN numbers or the creation of ePUB and other electronic formats). We can design in-house (using Adobe InDesign and Photoshop) or work with your own in-house or external agency.

Internal reports, in Word, structured to allow different audiences to engage with the evidence and findings in ways that suit them best, including the use of executive summaries, charts, tables, infographics and annexes.

Presentations, using PowerPoint, to capture key findings and insights and set out issues for discussion, and making full use of the capabilities of a the medium, such as embedding video files and providing an audio narration so the slide pack can be more impactful when viewed on other occasions. Because those who present the findings will also have conducted the bulk of the fieldwork, we are also well-placed to field questions from participants and explore the evidence base in more detail including covering new angles.

Workshops, using data and insight to frame and explore questions with staff or stakeholders, which can be run face-to-face, remotely or with a blend of the two, and potentially using digital tools such as Slido and HowSpace to encourage interaction and lead to more effective outputs.

Interim reporting, incorporating both reporting and presentation, to give the client initial findings and an update on progress and so allow the client to steer the remainder of the research programme. For most projects we recommend a formal interim reporting stage centred on a PowerPoint presentation to the project team and/or to senior management as appropriate. On occasions, we may be asked to report through additional channels, such as to a project board, or an external stakeholder steering group.

Weekly reporting, setting out activity undertaken, any changes to the risk register or project plan, and planned activity (based on NHS England's project reporting requirements). This is followed the next day by a regular reporting meeting with the client which can also be used to discuss emerging findings less formally. Further, our team will always be available for informal discussions or to provide information, updates or insight, for example in response to a request from the senior management team. In this way, reporting becomes continual, integrated into the wider project management process.

Video reports, in MP4 or other video formats, blending visuals, graphics, narration and contributions from participants to tell the 'research story' in a compelling format which is also more accessible for a range of harder-to-reach groups.

These are also channels where the output is primarily for external audiences:

Stakeholder Reports, usually in PDF format, which summarise the findings of the project and how the client proposes to respond, which can be sent to stakeholders or other participants in the research to signal that their contributions are valued, and also used in wider communications.

Summary Reports, usually in PDF format, which can be written for specific audiences, such as healthcare professionals or patients, taking account of their particular interests and prior knowledge.

Conference Presentations summarising method, findings and implications, to make them available to a wider specialist audience in relevant conference settings, potentially as part of

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Papers, potentially co-authored with MHRA staff, to take research findings to an academic or professional audience, and drawing on the academic backgrounds of several of our partners and associates.

The choice of reporting formats would be specified for each project within the contract, taking account of audiences and subject matter. Sometimes, particularly for external audiences, we would prioritise the visual side of reporting. On other occasions, the key may be to provide findings rapidly and in a clear, evidence-rich form. Usually, a combination of formats will provide the right mix, and we are always flexible about adjusting the planned reporting outputs in the light of emerging findings or evolving client requirements.

One of the strengths of our business model is that reporting is led by those who have carried out the fieldwork and analysis. This means that there is no risk of a disconnect between the two, compared to a traditional research agency structure in which fieldwork is carried out by less experienced staff who report to senior consultants, who in turn report to the client. It also means that, in presentations and workshops, we can draw on the fieldwork directly to explore issues further or clarify findings.

Visualisation

We make extensive use of visualisation techniques in our fieldwork and reporting. For example, we have the capacity in-house to turn concepts or propositions into visual manifestations such as posters to use as stimulus materials.

We routinely produce graphs, charts, tables and flow diagrams for reports and these are designed with accessibility in mind – for example, not relying on colour alone to differentiate different sections of pie charts, in line with disability access standards.

Design Guidelines

We understand the importance of providing reporting outputs in house styles, and that this is far more than the accurate use of logos or font specifications. We take pride in our ability to capture an organisation's tone and voice and have established techniques to support this including: familiarising ourselves with the organisation's design guidelines; reviewing its outputs in a range of media, including asking for guidance on which reports the client feels

best capture the desired voice and tone; ensuring that a single consultant drafts the whole report, making it easier to achieve the right tone consistently; providing additional time in the project plan for the client to review the voice and use of language, including infographics or other illustrative material, and additional time to make any necessary changes. As a final level of assurance, the sign-off of deliverables by our QA lead can include adherence to your design specification.

Reputation

All our reporting – including drafts and other outputs intended solely for internal use – is produced on the assumption that it would be subject to a Freedom of Information request, and is drafted to minimise reputational risks in the way findings or recommendations are expressed.

Raw Data and Transcripts

We routinely provide 'raw' data files in a range for formats including MS Excel and SPSS to allow our clients to carry out further analysis if they wish. Similarly, when carrying out desk research we routinely provide a 'sources register' which records all sources we have covered, including our initial 'triage' scoring of quality and relevance, a summary of sources that have been subject to analysis, and where possible a link to the source. Again, this provides clients with a valuable resource for future reference or further analysis. When carrying out interviewing or workshops where transcription is appropriate and specified, we routinely provide transcripts in MS Word and we can also provide audio or video files. In all cases, we ensure that outputs are fully anonymised, both by removing all direct references to participants and reviewing the material to ensure that the data or free text does not contain elements that might allow the participant to be identified. This review process also applies to free text generated by open questions in surveys. Throughout, the handling of data and transcriptions

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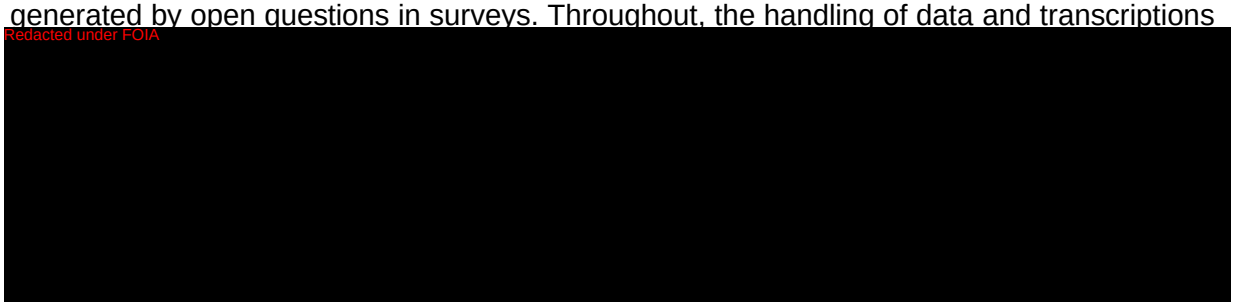

QUALITY OF SUPPLIER STAFF/RESOURCING

We are proposing a core team who would also be defined as Key Staff who would not be replaced or substituted unless absolutely necessary, and who would be replaced with staff of equivalent seniority and experience if this were unavoidable.

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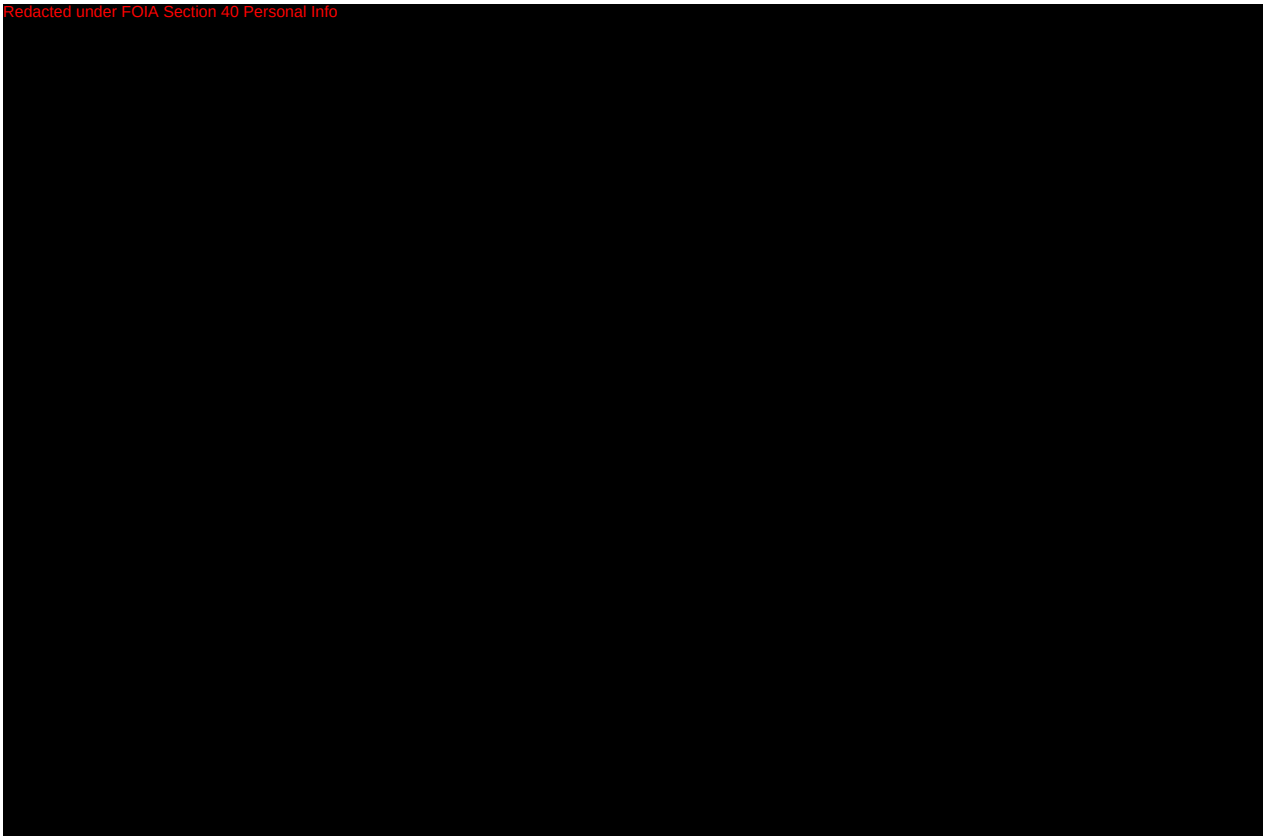

Vetting and Conflicts of Interest

All our staff and associates are vetted in accordance with the Government's Baseline Personnel Security Standard v6.0, which has been incorporated into our Quality Assurance framework. That framework also sets out our process for identifying, mitigating and managing any conflicts of interest. There are currently no actual or potential conflicts of interest for any of the team we have nominated to work on this contract.

Resourcing and Capacity

Our business model is designed for maximum flexibility both in the range of projects we can take on and in how we deliver them. For each project, we designate a team who will be committed throughout its lifetime, including at least one additional consultant of equivalent seniority who is designated to join the team to cover any absence or to provide additional capacity, for example if delivery dates are brought forward or the scope of the project changes. We can also bring in other Associates at very short notice (typically 48 hours to brief them on the project), and they too would be of equivalent seniority and experience. For this contract, we have nominated a core team who would act as Key Staff for the lifetime of the project, and we would do the same for each individual project undertaken within the contract, drawing on the Key Staff and supplementing them as the requirements of each project dictates. Our baseline staffing provides for several projects to be running in parallel, sufficient to cover the

pipeline of initial research set out in the ITT, and we can scale up to add additional projects if required.

In managing our overall workload, we recognise that projects will always be subject to changes in scope and timing and we take pride in our ability to respond to the needs of our clients. Further, the wide 'client side' experience of our senior management team and consultants means that we understand the drivers of such changes (budgets, legislative timetables, ministerial initiatives and so on) and so can anticipate these and build plenty of contingency into our project plans. We regularly monitor the overall requirements of all our projects against our deployed and available resources, identifying any 'peaks' in advance, and we benefit from the fact that our Associates tend to have outside interests (for example, in academia) which in turn gives them a great deal of flexibility on the time they can dedicate to our projects. Further, our corporate culture fosters a very strong personal and professional commitment to seeing each project through to a successful conclusion, providing a further level of assurance.

ROBUSTNESS OF CONTRACT MANAGEMENT, QUALITY AND WORKING ARRANGEMENTS

Redacted under FOIA Section 40 Personal Info The role would have overall responsibility for the delivery of the Contract including all projects delivered within the Contract. It would also cover all aspects of the management of the Contract, and identify ways in which the value and impact of the Contract can be maximised, particularly through identifying potential synergies between projects for MHRA to consider.

Contract Management

At the inception of the Contract, we would agree a Contract Management plan covering reporting and monitoring, other working methods, timescales, milestones and deliverables at Contract level. This would include:

- A statement of working methods (based on key elements of the Contract, and acting as an informal Service Level Agreement);
- A risk register, including mitigation measures;
- A programme of quarterly meetings to review progress and performance of the Contract;
- Arrangements for quality assurance, including the role of the Woodnewton QA lead for the Contract in providing oversight of quality and delivery and resolving any issues or concerns.

Project Management

For each individual project, we will agree a detailed project plan at inception which will set out clear deliverables and measurable milestones: for example, weekly targets for recruitment and delivery of interviews and focus groups. Our flat management structure and deep experience in both the method and subject-matter means that the plan will be practical and realistic.

We will always keep you fully informed on progress and any obstacles that may arise so that they can be dealt with in a timely manner. We usually provide a weekly email report on the project including progress against all targets and a summary of the risk register (based on the

NHS England project reporting framework). We agree a weekly slot with the client we can use to discuss the report, if required, and timetable more formal reviews at inception. However, we are very flexible and we are happy to provide more or less frequent updates as best suits you, depending on the nature and timescale of the project.

Working Relations

We see clarity over roles and responsibilities and transparency on performance and risk as the base for excellent agency-client relations. It will allow us to build on our existing relationships within MHRA, and in particular the trust that our advice on the scope of projects and the best methods to employ is always impartial and centred on furthering MHRA's aims. Part of this is the high level of access to our consultants, who will always make time to discuss emerging issues or the wider context for MHRA's activities as well as contributing to individual projects. This in turn will allow us to deepen further our understanding of MHRA's challenges and opportunities, and so enhance the advice we can provide. We would welcome opportunities to disseminate our findings within MHRA, particularly where this leads to discussions where we can learn too.

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Monitoring Performance

As described above, each project will have a process for monitoring performance against the project plan. This will be structured so as to allow remedial actions to be agreed if a significant risk to delivery arose: for example, adding capacity to the project team if progress against targets was not being met. We also identify a Quality Assurance lead for each of our projects who is briefed on the project but is not a member of the core project delivery team, and who has two key roles:

- Review of all deliverables before they are submitted to the client, to ensure they meet the specification and are a high standard;

- Acting as a channel for the client to raise any concerns or provide feedback outside the usual project management process, or to allow the client to escalate a concern if this has not been resolved satisfactorily by the project manager; (this role has never been needed, but we feel it is vital that it is in place).

For this Contract, we would appoint an overall QA lead to fulfil this role.

Quality Assurance

In 2016 we adopted a Quality Assurance framework which was accredited to ISO 9001 by the British Standards Bureau. We have since developed this to cover every aspect of our activities, including integrating parallel requirements such as on information assurance and social value.

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Continual Improvement including Wash-ups

Our Quality Assurance framework sets out a series of processes for capturing learning and incorporating it in our ways of working. Separate from the wash-up meeting, the QA lead also seeks feedback from the client at the end of each project as part of our commitment to continual improvement.

All our senior consultants are active in their academic and professional fields, for example through researching and delivering academic papers, delivering training and development programmes or taking up roles within relevant professional bodies. This ensures that we are aware of trends and innovations and are challenged to explore them.

Business Hours

Our standard business hours are 0900-1800 Monday to Friday. The project manager is always available outside these hours if required. We see flexible working as a way to enhance the working experience for our teams as well as encouraging a diverse workforce and so we can by arrangement staff our project teams to provide coverage outside these times: for example, when recruiting senior stakeholders for interview it is often helpful to offer interview slots in the evening and at weekends.

Contract Implementation Plan

We can confirm that we could meet the milestones for implementation of the Contract initiation including:

Week	Action
1	An inception meeting within one week of award to make introductions and agree overarching expectations and communication processes;
2	Set up systems and ways of working between Woodnewton and MHRA, including sharing and agreeing key delivery documentation for the Contract and clarifying changes to previous working practices or expectations as appropriate;
	Meeting to discuss the Q4 pipeline of projects, including initial proposals on approach, timelines, budgets and outputs;
TBC	Quarterly progress and Performance Review meetings to review the quality of services delivered, performance and contract management, and mapping out likely activity in the next quarter.

Sample Project Implementation Plan

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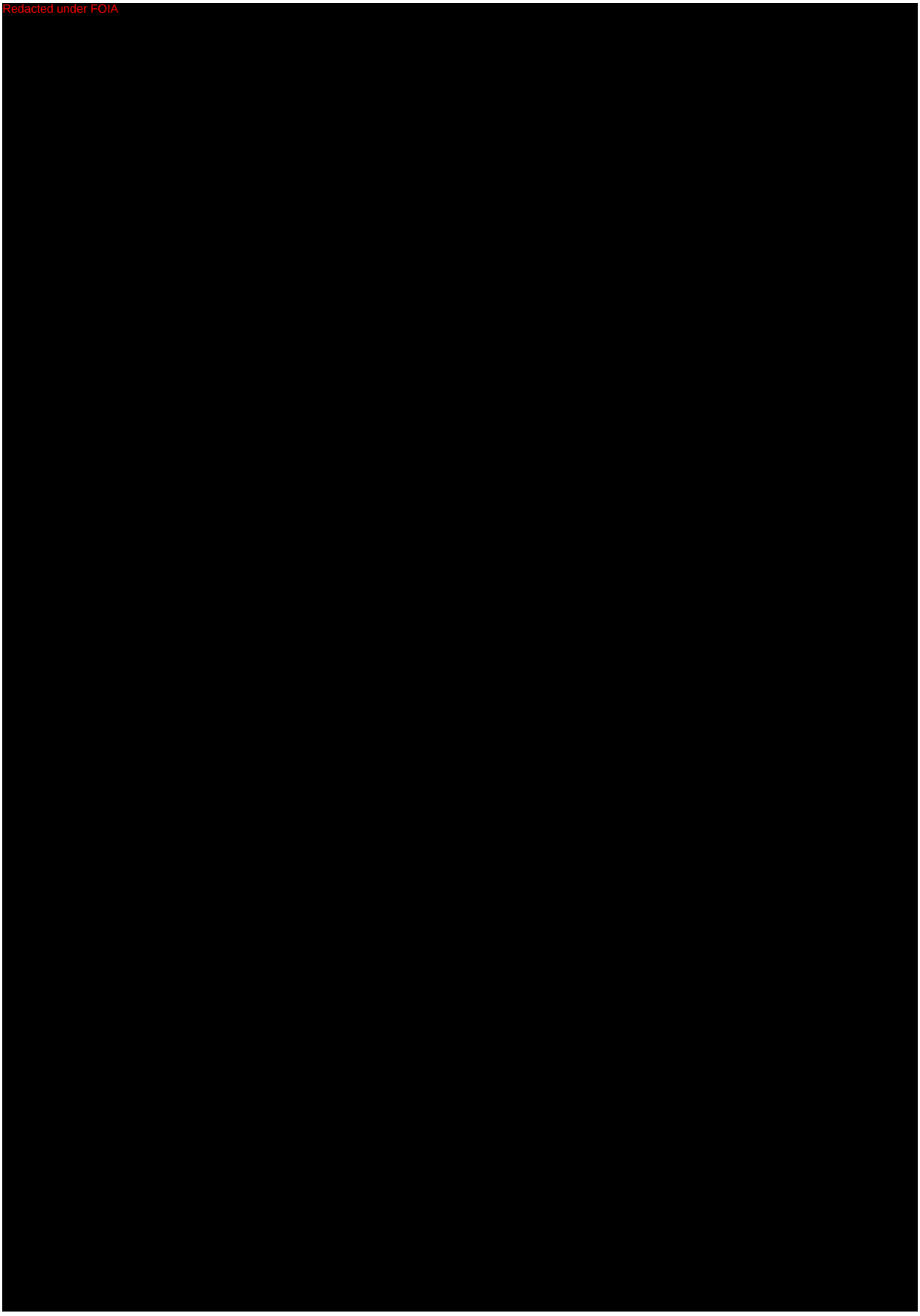

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ASSURANCES ON SECURITY AND DATA PROTECTION

Data Handling

Our approach to data handling and processing (including personal data) draws on four sources:

- Legal requirements, including data protection legislation
- Professional requirements, notably those of the Market Research Society
- The requirements and expectations of our clients, notably the NCSC's Minimum Cyber Security Standard
- ISO 27001

These have been incorporated into our Quality Assurance framework, which sets out our approach to data handling and processing including: confidentiality; appropriate use (including informed consent); protection from unauthorised access, disclosure or misuse; governance and continual improvement.

The QA framework is provided for reference (held on file with full Tender Proposal). The most relevant section is 3.4:

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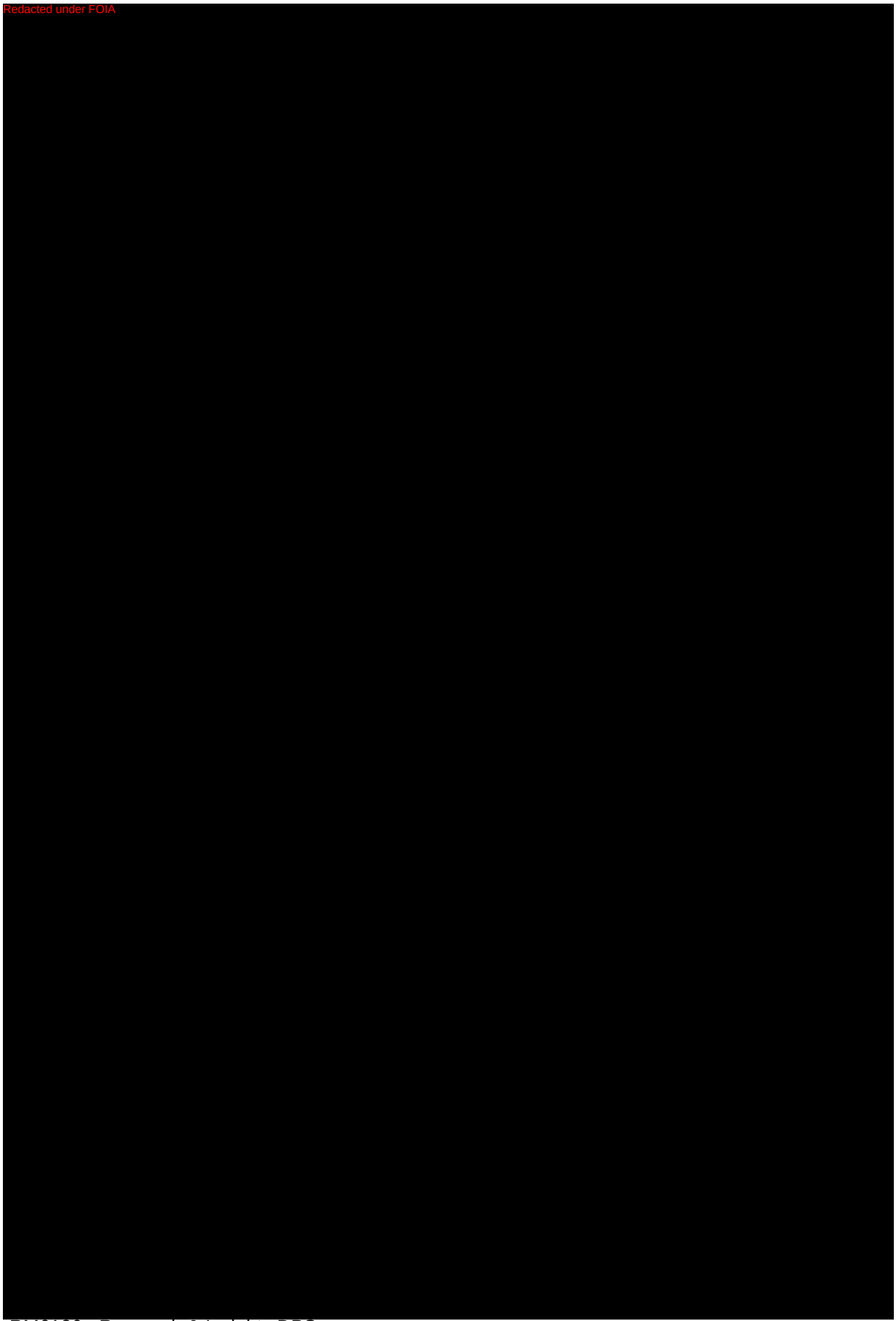

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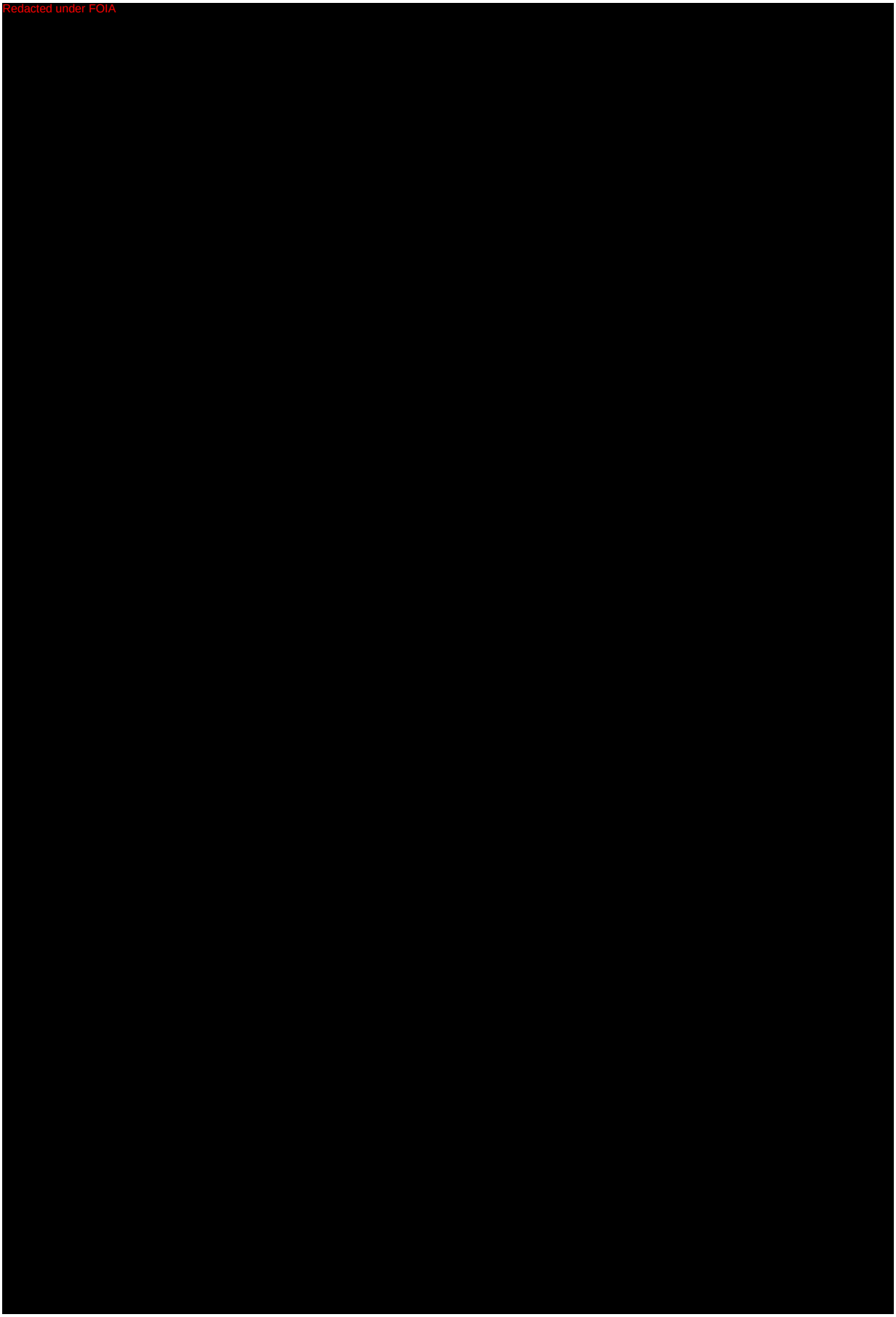

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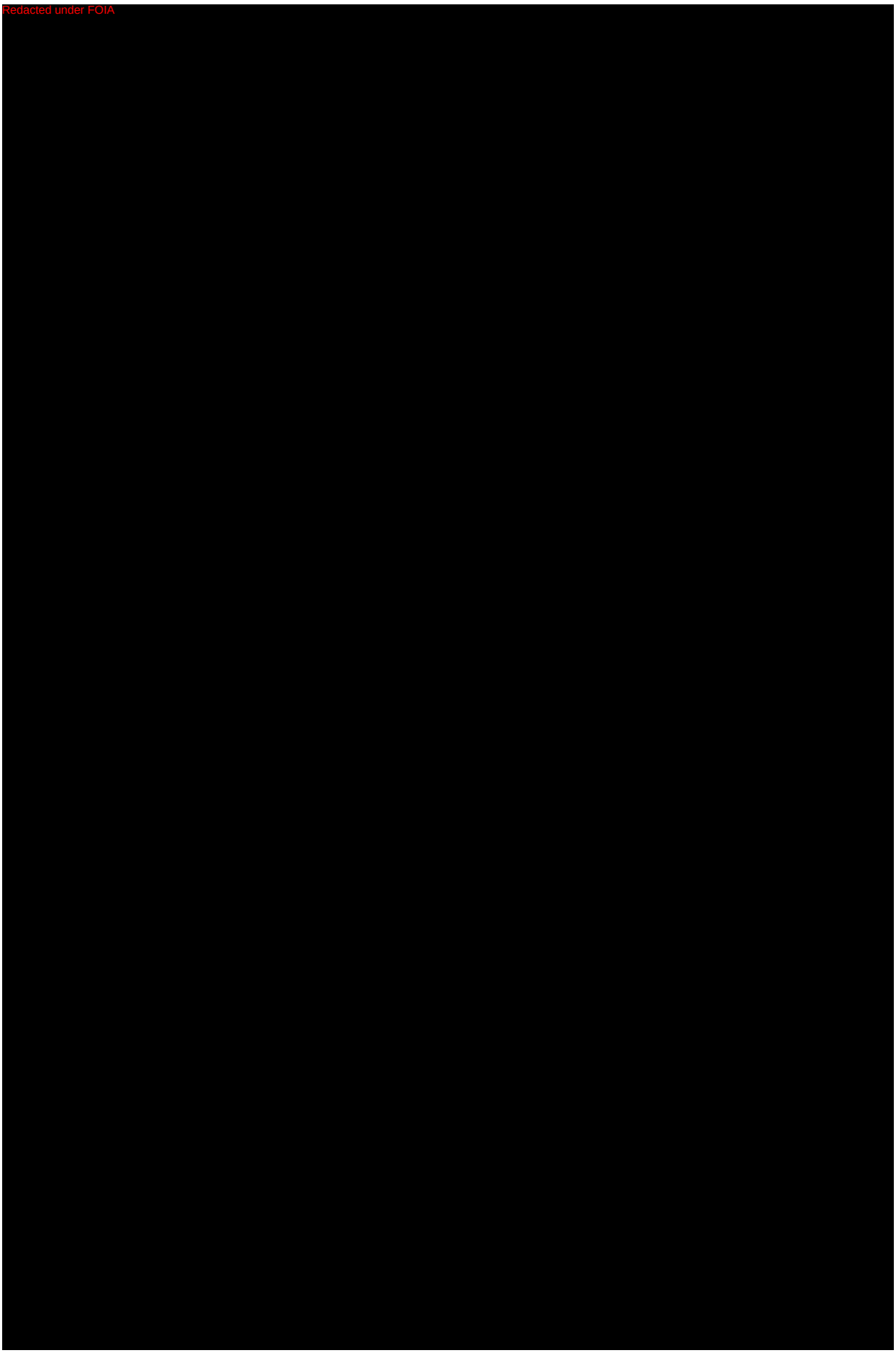

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Information and Cyber Security

We are registered with the Information Commissioner's Office (registration number Z1474143) and we hold Cyber Essentials certification with CyberSmart. Redacted under FOIA

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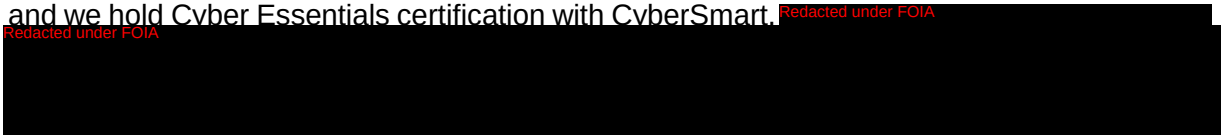

Business Continuity and Disaster Recovery

This is integrated into the Quality Assurance framework (see full Tender Proposal held on file).

SOCIAL VALUE

Equality, diversity and inclusion is fundamental to who we are and what we do. We want all those who work with and for us to feel included, and to experience equality of esteem, opportunity and reward. Our Quality Assurance framework specifies that we should fulfil the expectations of our clients as well as ensuring we meet all statutory requirements.

Our digital-first business model, using technology to allow our teams to work where and when they choose, and our very flexible approach to employment (available equally to all staff and associates) helps those with caring responsibilities or long-term conditions or disabilities to contribute without facing any disadvantage in pay rates or promotability.

Our commitment to managing health and safety in the workplace is also set out in our QA framework. We have concluded that – while covering our legal responsibilities – this does not adequately reflect our commitment to providing a healthy workplace in its widest sense, particularly in helping those who work for and with us to maintain a work life balance and maximise their physical and mental well-being. We will therefore commit to reviewing and updating the health and safety policy within the framework.

Order Schedule 5 (Pricing Details)

Ratecard

The following rates shall be capped for the maximum four year Contract Period.

A Contract Award value of **up to £530,000.00** shall apply (there is no guarantee of volume/expenditure to this value). This cap may be varied but only with mutual agreement and a signed variation.

DPS Staff Grades	Description of experience per Grade	Nominated Supplier Staff (and sub-contractor personnel) where known - we accept these may be subject to change	Hourly and Daily Rates per Grade (excluding VAT)
Board Level / Chief Executive	As described in Category A roles, with further strategic decision making responsibility and overall accountability of organisation.	Redacted under FOIA Section 40 Personal Info	Redacted under FOIA Sect 43(2) Commercial Interests
Category A	Senior member of personnel, e.g. Research Director having assumed responsibilities in his/her profession through the performance of management and supervision roles. They must have at least 10 years' professional experience of which at least 4 must be relevant to the sectors concerned and the type of tasks to be performed under the contract.	Redacted under FOIA Section 40 Personal Info	Redacted under FOIA Sect 43(2) Commercial Interests
Category B	Certified member of personnel e.g. Senior Researcher or Research Manager having received a high-level training in his/her profession and recruited for his/her appreciated skills as regards professional practice. He/she must have at least 5 years' professional experience of which at least 2 must be relevant with the professional	Redacted under FOIA Section 40 Personal Info	Redacted under FOIA Sect 43(2) Commercial Interests

	sectors concerned and the type of tasks to be performed under the contract.		
Category C	Member of personnel such as a Researcher. 2-4 years' experience with understanding and grounding in research projects and the type of tasks to be performed under the contract.	Redacted under FOIA Section 40 Personal Info	Redacted under FOIA Sect 43(2) Commercial Interests
Category D	Junior member of research personnel e.g. junior researcher, with less than 2 years' experience. A newcomer to the profession but with training related to the professional sectors concerned and the type of tasks to be performed under the contract.	Redacted under FOIA Section 40 Personal Info	Redacted under FOIA Sect 43(2) Commercial Interests

Order Schedule 7 (Key Supplier Staff)

1.1 The Annex 1 to this Schedule lists the key roles ("**Key Roles**") and names of the persons who the Supplier shall appoint to fill those Key Roles at the Start Date.

1.2 The Supplier shall ensure that the Key Staff fulfil the Key Roles at all times during the Contract Period.

1.3 The Buyer may identify any further roles as being Key Roles and, following agreement to the same by the Supplier, the relevant person selected to fill those Key Roles shall be included on the list of Key Staff.

1.4 The Supplier shall not and shall procure that any Subcontractor shall not remove or replace any Key Staff unless:

1.4.1 requested to do so by the Buyer or the Buyer Approves such removal or replacement (not to be unreasonably withheld or delayed);

1.4.2 the person concerned resigns, retires or dies or is on maternity or long-term sick leave; or

1.4.3 the person's employment or contractual arrangement with the Supplier or Subcontractor is terminated for material breach of contract by the employee.

1.5 The Supplier shall:

1.5.1 notify the Buyer promptly of the absence of any Key Staff (other than for short-term sickness or holidays of two (2) weeks or less, in which case the Supplier shall ensure appropriate temporary cover for that Key Role);

1.5.2 ensure that any Key Role is not vacant for any longer than ten (10) Working Days;

1.5.3 give as much notice as is reasonably practicable of its intention to remove or replace any member of Key Staff and, except in the cases of death, unexpected ill health or a material breach of the Key Staff's employment contract, this will mean at least three (3) Months' notice;

1.5.4 ensure that all arrangements for planned changes in Key Staff provide adequate periods during which incoming and outgoing staff work together to transfer responsibilities and ensure that such change does not have an adverse impact on the provision of the Deliverables; and

1.5.5 ensure that any replacement for a Key Role has a level of qualifications and experience appropriate to the relevant Key Role and is fully competent to carry out the tasks assigned to the Key Staff whom he or she has replaced.

1.6 The Buyer may require the Supplier to remove or procure that any Subcontractor shall remove any Key Staff that the Buyer considers in any respect unsatisfactory. The Buyer shall not be liable for the cost of replacing any Key Staff.

Order Schedule 8 (Business Continuity and Disaster Recovery)

1. Definitions

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

"BCDR Plan"	has the meaning given to it in Paragraph 2.2 of this Schedule;
"Business Continuity Plan"	has the meaning given to it in Paragraph 2.3.2 of this Schedule;
"Disaster Recovery Deliverables"	the Deliverables embodied in the processes and procedures for restoring the provision of Deliverables following the occurrence of a Disaster;
"Disaster Recovery Plan"	has the meaning given to it in Paragraph 2.3.3 of this Schedule;
"Disaster Recovery System"	the system embodied in the processes and procedures for restoring the provision of Deliverables following the occurrence of a Disaster;
"Related Supplier"	any person who provides Deliverables to the Buyer which are related to the Deliverables from time to time;
"Review Report"	has the meaning given to it in Paragraph 6.2 of this Schedule; and
"Supplier's Proposals"	has the meaning given to it in Paragraph 6.3 of this Schedule;

2. BCDR Plan

2.1 The Buyer and the Supplier recognise that, where specified in DPS Schedule 4 (DPS Management), CCS shall have the right to enforce the Buyer's rights under this Schedule.

2.2 At least ninety (90) Working Days after the Start Date the Supplier shall prepare and deliver to the Buyer for the Buyer's written approval a plan (a "BCDR Plan"), which shall detail the processes and arrangements that the Supplier shall follow to:

2.2.1 ensure continuity of the business processes and operations supported by the Services following any failure or disruption of any element of the Deliverables; and

2.2.2 the recovery of the Deliverables in the event of a Disaster

2.3 The BCDR Plan shall be divided into three sections:

2.3.1 Section 1 which shall set out general principles applicable to the BCDR Plan;

2.3.2 Section 2 which shall relate to business continuity (the **"Business Continuity Plan"**); and

2.3.3 Section 3 which shall relate to disaster recovery (the **"Disaster Recovery Plan"**).

2.4 Following receipt of the draft BCDR Plan from the Supplier, the Parties shall use reasonable endeavours to agree the contents of the BCDR Plan. If the Parties are unable to agree the contents of the BCDR Plan within twenty (20) Working Days of its submission, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.

3. General Principles of the BCDR Plan (Section 1)

3.1 Section 1 of the BCDR Plan shall:

3.1.1 set out how the business continuity and disaster recovery elements of the BCDR Plan link to each other;

3.1.2 provide details of how the invocation of any element of the BCDR Plan may impact upon the provision of the Deliverables and any goods and/or services provided to the Buyer by a Related Supplier;

3.1.3 contain an obligation upon the Supplier to liaise with the Buyer and any Related Suppliers with respect to business continuity and disaster recovery;

3.1.4 detail how the BCDR Plan interoperates with any overarching disaster recovery or business continuity plan of the Buyer and any of its other Related Supplier in each case as notified to the Supplier by the Buyer from time to time;

3.1.5 contain a communication strategy including details of an incident and problem management service and advice and help desk facility which can be accessed via multiple channels;

3.1.6 contain a risk analysis, including:

(a) failure or disruption scenarios and assessments of likely frequency of occurrence;

(b) identification of any single points of failure within the provision of Deliverables and processes for managing those risks;

(c) identification of risks arising from the interaction of the provision of Deliverables with the goods and/or services provided by a Related Supplier; and

(d) a business impact analysis of different anticipated failures or disruptions;

3.1.7 provide for documentation of processes, including business processes, and procedures;

3.1.8 set out key contact details for the Supplier (and any Subcontractors) and for the Buyer;

3.1.9 identify the procedures for reverting to "normal service";

3.1.10 set out method(s) of recovering or updating data collected (or which ought to have been collected) during a failure or disruption to minimise data loss;

3.1.11 identify the responsibilities (if any) that the Buyer has agreed it will assume in the event of the invocation of the BCDR Plan; and

3.1.12 provide for the provision of technical assistance to key contacts at the Buyer as required by the Buyer to inform decisions in support of the Buyer's business continuity plans.

3.2 The BCDR Plan shall be designed so as to ensure that:

3.2.1 the Deliverables are provided in accordance with this Contract at all times during and after the invocation of the BCDR Plan;

3.2.2 the adverse impact of any Disaster is minimised as far as reasonably possible;

3.2.3 it complies with the relevant provisions of ISO/IEC 27002; ISO22301/ISO22313 and all other industry standards from time to time in force; and

3.2.4 it details a process for the management of disaster recovery testing.

3.3 The BCDR Plan shall be upgradeable and sufficiently flexible to support any changes to the Deliverables and the business operations supported by the provision of Deliverables.

3.4 The Supplier shall not be entitled to any relief from its obligations under the Performance Indicators (PI's) or Service Levels, or to any increase in the Charges to the extent that a Disaster occurs as a consequence of any breach by the Supplier of this Contract.

4. Business Continuity (Section 2)

4.1 The Business Continuity Plan shall set out the arrangements that are to be invoked to ensure that the business processes facilitated by the provision of Deliverables remain supported and to ensure continuity of the business operations supported by the Services including:

4.1.1 the alternative processes, options and responsibilities that may be adopted in the event of a failure in or disruption to the provision of Deliverables; and

4.1.2 the steps to be taken by the Supplier upon resumption of the provision of Deliverables in order to address the effect of the failure or disruption.

4.2 The Business Continuity Plan shall:

4.2.1 address the various possible levels of failures of or disruptions to the provision of Deliverables;

4.2.2 set out the goods and/or services to be provided and the steps to be taken to remedy the different levels of failures of and disruption to the Deliverables;

4.2.3 specify any applicable Performance Indicators with respect to the provision of the Business Continuity Services and details of any agreed relaxation to the Performance Indicators or Service Levels in respect of the provision of other Deliverables during any period of invocation of the Business Continuity Plan; and

4.2.4 set out the circumstances in which the Business Continuity Plan is invoked.

5. Disaster Recovery (Section 3)

5.1 The Disaster Recovery Plan (which shall be invoked only upon the occurrence of a Disaster) shall be designed to ensure that upon the occurrence of a Disaster the Supplier ensures continuity of the business operations of the Buyer supported by the Services following any Disaster or during any period of service failure or disruption with, as far as reasonably possible, minimal adverse impact.

5.2 The Supplier's BCDR Plan shall include an approach to business continuity and disaster recovery that addresses the following:

5.2.1 loss of access to the Buyer Premises;

5.2.2 loss of utilities to the Buyer Premises;

5.2.3 loss of the Supplier's helpdesk or CAFM system;

5.2.4 loss of a Subcontractor;

5.2.5 emergency notification and escalation process;

5.2.6 contact lists;

5.2.7 staff training and awareness;

5.2.8 BCDR Plan testing;

5.2.9 post implementation review process;

5.2.10 any applicable Performance Indicators with respect to the provision of the disaster recovery services and details of any agreed relaxation to the Performance Indicators or Service Levels in respect of the provision of other Deliverables during any period of invocation of the Disaster Recovery Plan;

5.2.11 details of how the Supplier shall ensure compliance with security standards ensuring that compliance is maintained for any period during which the Disaster Recovery Plan is invoked;

5.2.12 access controls to any disaster recovery sites used by the Supplier in relation to its obligations pursuant to this Schedule; and

5.2.13 testing and management arrangements.

6. Review and changing the BCDR Plan

6.1 The Supplier shall review the BCDR Plan:

6.1.1 on a regular basis and as a minimum once every six (6) Months;

6.1.2 within three (3) calendar Months of the BCDR Plan (or any part) having been invoked pursuant to Paragraph **Error! Reference source not found.**; and

6.1.3 where the Buyer requests in writing any additional reviews (over and above those provided for in Paragraphs 6.1.1 and 6.1.2 of this Schedule) whereupon the Supplier shall conduct such reviews in accordance with the Buyer's written requirements. Prior to starting its review, the Supplier shall provide an accurate written estimate of the total costs payable by the Buyer for the Buyer's approval. The costs of both Parties of any such additional reviews shall be met by the Buyer except that the Supplier shall not be entitled to charge the Buyer for any costs that it may incur above any estimate without the Buyer's prior written approval.

6.2 Each review of the BCDR Plan pursuant to Paragraph 6.1 shall assess its suitability having regard to any change to the Deliverables or any underlying business processes and operations facilitated by or supported by the Services which have taken place since the later of the original approval of the BCDR Plan or the last review of the BCDR Plan, and shall also have regard to any occurrence of any event since that date (or the likelihood of any such event taking place in the foreseeable future) which may increase the likelihood of the need to invoke the BCDR Plan. The review shall be completed by the Supplier within such period as the Buyer shall reasonably require.

6.3 The Supplier shall, within twenty (20) Working Days of the conclusion of each such review of the BCDR Plan, provide to the Buyer a report (a **"Review Report"**) setting out the Supplier's proposals (the **"Supplier's Proposals"**) for addressing any changes in the risk profile and its proposals for amendments to the BCDR Plan.

6.4 Following receipt of the Review Report and the Supplier's Proposals, the Parties shall use reasonable endeavours to agree the Review Report and the Supplier's Proposals. If the Parties are unable to agree Review Report and the Supplier's Proposals within twenty (20) Working Days of its submission, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.

6.5 The Supplier shall as soon as is reasonably practicable after receiving the approval of the Supplier's Proposals effect any change in its practices or procedures necessary so as to give effect to the Supplier's Proposals. Any such change shall be at the Supplier's expense unless it can be reasonably shown that the changes are required because of a material change to the risk profile of the Deliverables.

7. Testing the BCDR Plan

7.1 The Supplier shall test the BCDR Plan:

7.1.1 regularly and in any event not less than once in every Contract Year;

7.1.2 in the event of any major reconfiguration of the Deliverables

7.1.3 at any time where the Buyer considers it necessary (acting in its sole discretion).

7.2 If the Buyer requires an additional test of the BCDR Plan, it shall give the Supplier written notice and the Supplier shall conduct the test in accordance with the Buyer's requirements and the relevant provisions of the BCDR Plan. The Supplier's costs of the additional test shall be borne by the Buyer unless the BCDR Plan fails the additional test in which case the Supplier's costs of that failed test shall be borne by the Supplier.

7.3 The Supplier shall undertake and manage testing of the BCDR Plan in full consultation with and under the supervision of the Buyer and shall liaise with the Buyer in respect of the planning, performance, and review, of each test, and shall comply with the reasonable requirements of the Buyer.

7.4 The Supplier shall ensure that any use by it or any Subcontractor of "live" data in such testing is first approved with the Buyer. Copies of live test data used in any such testing shall be (if so required by the Buyer) destroyed or returned to the Buyer on completion of the test.

7.5 The Supplier shall, within twenty (20) Working Days of the conclusion of each test, provide to the Buyer a report setting out:

7.5.1 the outcome of the test;

7.5.2 any failures in the BCDR Plan (including the BCDR Plan's procedures) revealed by the test; and

7.5.3 the Supplier's proposals for remedying any such failures.

7.6 Following each test, the Supplier shall take all measures requested by the Buyer to remedy any failures in the BCDR Plan and such remedial activity and re-testing shall be completed by the Supplier, at its own cost, by the date reasonably required by the Buyer.

8. Invoking the BCDR Plan

8.1 In the event of a complete loss of service or in the event of a Disaster, the Supplier shall immediately invoke the BCDR Plan (and shall inform the Buyer promptly of such invocation). In all other instances the Supplier shall invoke or test the BCDR Plan only with the prior consent of the Buyer.

9. Circumstances beyond your control

9.1 The Supplier shall not be entitled to relief under Clause 20 (Circumstances beyond your control) if it would not have been impacted by the Force Majeure Event had it not failed to comply with its obligations under this Schedule.

Order Schedule 9 (Security)

Part A: Short Form Security Requirements

1. Definitions

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

"Breach of Security"	the occurrence of: a) any unauthorised access to or use of the Deliverables, the Sites and/or any Information and Communication Technology ("ICT"), information or data (including the Confidential Information and the Government Data) used by the Buyer and/or the Supplier in connection with this Contract; and/or b) the loss and/or unauthorised disclosure of any information or data (including the Confidential Information and the Government Data), including any copies of such information or data, used by the Buyer and/or the Supplier in connection with this Contract, in either case as more particularly set out in the Security Policy where the Buyer has required compliance therewith in accordance with paragraph 2.2;
"Security Management Plan"	the Supplier's security management plan prepared pursuant to this Schedule, a draft of which has been provided by the Supplier to the Buyer and as updated from time to time;

2. Complying with security requirements and updates to them

2.1 The Buyer and the Supplier recognise that, where specified in DPS Schedule 4 (DPS Management), CCS shall have the right to enforce the Buyer's rights under this Schedule.

2.2 The Supplier shall comply with the requirements in this Schedule in respect of the Security Management Plan. Where specified by a Buyer that has undertaken a Further Competition it shall also comply with the Security Policy and shall ensure that the Security Management Plan produced by the Supplier fully complies with the Security Policy.

2.3 Where the Security Policy applies the Buyer shall notify the Supplier of any changes or proposed changes to the Security Policy.

2.4 If the Supplier believes that a change or proposed change to the Security Policy will have a material and unavoidable cost implication to the provision of the Deliverables it may propose a Variation to the Buyer. In doing so, the Supplier must support its request by providing evidence of the cause of any increased costs and the steps that it has taken to mitigate those costs. Any change to the Charges shall be subject to the Variation Procedure.

2.5 Until and/or unless a change to the Charges is agreed by the Buyer pursuant to the Variation Procedure the Supplier shall continue to provide the Deliverables in accordance with its existing obligations.

3. Security Standards

3.1 The Supplier acknowledges that the Buyer places great emphasis on the reliability of the performance of the Deliverables, confidentiality, integrity and availability of information and consequently on security.

3.2 The Supplier shall be responsible for the effective performance of its security obligations and shall at all times provide a level of security which:

3.2.1 is in accordance with the Law and this Contract;

3.2.2 as a minimum demonstrates Good Industry Practice;

3.2.3 meets any specific security threats of immediate relevance to the Deliverables and/or the Government Data; and

3.2.4 where specified by the Buyer in accordance with paragraph 2.2 complies with the Security Policy and the ICT Policy.

3.3 The references to standards, guidance and policies contained or set out in Paragraph 3.2 shall be deemed to be references to such items as developed and updated and to any successor to or replacement for such standards, guidance and policies, as notified to the Supplier from time to time.

3.4 In the event of any inconsistency in the provisions of the above standards, guidance and policies, the Supplier should notify the Buyer's Representative of such inconsistency immediately upon becoming aware of the same, and the Buyer's Representative shall, as soon as practicable, advise the Supplier which provision the Supplier shall be required to comply with.

4. Security Management Plan

4.1 Introduction

4.1.1 The Supplier shall develop and maintain a Security Management Plan in accordance with this Schedule. The Supplier shall thereafter comply with its obligations set out in the Security Management Plan.

4.2 Content of the Security Management Plan

4.2.1 The Security Management Plan shall:

(a) comply with the principles of security set out in Paragraph **Error! Reference source not found.** and any other provisions of this Contract relevant to security;

(b) identify the necessary delegated organisational roles for those responsible for ensuring it is complied with by the Supplier;

(c) detail the process for managing any security risks from Subcontractors and third parties authorised by the Buyer with access to the Deliverables, processes associated with the provision of the Deliverables, the Buyer Premises, the Sites and any ICT, Information and data (including the Buyer's Confidential Information and the Government Data) and any system that could directly or indirectly have an impact on that Information, data and/or the Deliverables;

(d) be developed to protect all aspects of the Deliverables and all processes associated with the provision of the Deliverables, including the Buyer Premises, the Sites, and any ICT, Information and data (including the Buyer's Confidential Information and the Government Data) to the extent used by the Buyer or the Supplier in connection with this Contract or in connection with any system that could directly or indirectly have an impact on that Information, data and/or the Deliverables;

(e) set out the security measures to be implemented and maintained by the Supplier in relation to all aspects of the Deliverables and all processes associated with the provision of the Goods and/or Services and shall at all times comply with and specify security measures and procedures which are sufficient to ensure that the Deliverables comply with the provisions of this Contract;

(f) set out the plans for transitioning all security arrangements and responsibilities for the Supplier to meet the full obligations of the security requirements set out in this Contract and, where necessary in accordance with paragraph 2.2 the Security Policy; and

(g) be written in plain English in language which is readily comprehensible to the staff of the Supplier and the Buyer engaged in the provision of the Deliverables and shall only reference documents which are in the possession of the Parties or whose location is otherwise specified in this Schedule.

4.3 Development of the Security Management Plan

4.3.1 Within sixty (60) Working Days after the Start Date and in accordance with Paragraph 4.4, the Supplier shall prepare and deliver to the Buyer for Approval a fully complete and up to date Security Management Plan which will be based on the draft Security Management Plan.

4.3.2 If the Security Management Plan submitted to the Buyer in accordance with Paragraph 4.3.1, or any subsequent revision to it in accordance with Paragraph 4.4, is Approved it will be adopted immediately and will replace the previous version of the Security Management Plan and thereafter operated and maintained in accordance with this Schedule. If the Security Management Plan is not Approved, the Supplier shall amend it within ten (10) Working Days of a notice of non-approval from the Buyer and re-submit to the Buyer for Approval. The Parties will use all reasonable endeavours to ensure that the approval process takes as little time as possible and in any event no longer than fifteen (15) Working Days from the date of its first submission to the Buyer. If the Buyer does not approve the Security Management Plan following its resubmission, the matter will be resolved in accordance with the Dispute Resolution Procedure.

4.3.3 The Buyer shall not unreasonably withhold or delay its decision to Approve or not the Security Management Plan pursuant to Paragraph 4.3.2. However a refusal by the Buyer to Approve the Security Management Plan on the grounds that it does not comply with the requirements set out in Paragraph 4.2 shall be deemed to be reasonable.

4.3.4 Approval by the Buyer of the Security Management Plan pursuant to Paragraph 4.3.2 or of any change to the Security Management Plan in accordance with Paragraph 4.4 shall not relieve the Supplier of its obligations under this Schedule.

4.4 **Amendment of the Security Management Plan**

4.4.1 The Security Management Plan shall be fully reviewed and updated by the Supplier at least annually to reflect:

(a) emerging changes in Good Industry Practice;

(b) any change or proposed change to the Deliverables and/or associated processes;

(c) where necessary in accordance with paragraph 2.2, any change to the Security Policy;

(d) any new perceived or changed security threats; and

(e) any reasonable change in requirements requested by the Buyer.

4.4.2 The Supplier shall provide the Buyer with the results of such reviews as soon as reasonably practicable after their completion and amendment of the Security Management Plan at no additional cost to the Buyer. The results of the review shall include, without limitation:

(a) suggested improvements to the effectiveness of the Security Management Plan;

(b) updates to the risk assessments; and

(c) suggested improvements in measuring the effectiveness of controls.

4.4.3 Subject to Paragraph 4.4.4, any change or amendment which the Supplier proposes to make to the Security Management Plan (as a result of a review carried out in accordance with Paragraph 4.4.1, a request by the Buyer or otherwise) shall be subject to the Variation Procedure.

4.4.4 The Buyer may, acting reasonably, Approve and require changes or amendments to the Security Management Plan to be implemented on timescales faster than set out in the Variation Procedure but, without prejudice to their effectiveness, all such changes and amendments shall thereafter be subject to the Variation Procedure for the purposes of formalising and documenting the relevant change or amendment.

5. Security breach

5.1 Either Party shall notify the other in accordance with the agreed security incident management process (as detailed in the Security Management Plan) upon becoming aware of any Breach of Security or any potential or attempted Breach of Security.

5.2 Without prejudice to the security incident management process, upon becoming aware of any of the circumstances referred to in Paragraph 5.1, the Supplier shall:

5.2.1 immediately take all reasonable steps (which shall include any action or changes reasonably required by the Buyer) necessary to:

(a) minimise the extent of actual or potential harm caused by any Breach of Security;

(b) remedy such Breach of Security to the extent possible and protect the integrity of the Buyer and the provision of the Goods and/or Services to the extent within its control against any such Breach of Security or attempted Breach of Security;

(c) prevent an equivalent breach in the future exploiting the same cause failure; and

(d) as soon as reasonably practicable provide to the Buyer, where the Buyer so requests, full details (using the reporting mechanism defined by the Security Management Plan) of the Breach of Security or attempted Breach of Security, including a cause analysis where required by the Buyer.

5.3 In the event that any action is taken in response to a Breach of Security or potential or attempted Breach of Security that demonstrates non-compliance of the Security Management Plan with the Security Policy (where relevant in accordance with paragraph 2.2) or the requirements of this Schedule, then any required change to the Security Management Plan shall be at no cost to the Buyer.

Order Schedule 10 (Exit Management)

1. Definitions

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

"Exclusive Assets"	Supplier Assets used exclusively by the Supplier or a Key Subcontractor in the provision of the Deliverables;
"Exit Information"	has the meaning given to it in Paragraph 3.1 of this Schedule;
"Exit Manager"	the person appointed by each Party to manage their respective obligations under this Schedule;
"Net Book Value"	the current net book value of the relevant Supplier Asset(s) calculated in accordance with the DPS Application or Order Tender (if stated) or (if not stated) the depreciation policy of the Supplier (which the Supplier shall ensure is in accordance with Good Industry Practice);
"Non-Exclusive Assets"	those Supplier Assets used by the Supplier or a Key Subcontractor in connection with the Deliverables but which are also used by the Supplier or Key Subcontractor for other purposes;
"Registers"	the register and configuration database referred to in Paragraph 2.2 of this Schedule;
"Replacement Goods"	any goods which are substantially similar to any of the Goods and which the Buyer receives in substitution for any of the Goods following the End Date, whether those goods are provided by the Buyer internally and/or by any third party;
"Replacement Services"	any services which are substantially similar to any of the Services and which the Buyer receives in substitution for any of the Services following the End Date, whether those goods are provided by the Buyer internally and/or by any third party;
"Termination Assistance"	the activities to be performed by the Supplier pursuant to the Exit Plan, and other assistance required by the Buyer

	pursuant to the Termination Assistance Notice;
"Termination Assistance Notice"	has the meaning given to it in Paragraph 5.1 of this Schedule;
"Termination Assistance Period"	the period specified in a Termination Assistance Notice for which the Supplier is required to provide the Termination Assistance as such period may be extended pursuant to Paragraph 5.2 of this Schedule;
"Transferable Assets"	Exclusive Assets which are capable of legal transfer to the Buyer;
"Transferable Contracts"	Sub-Contracts, licences for Supplier's Software, licences for Third Party Software or other agreements which are necessary to enable the Buyer or any Replacement Supplier to provide the Deliverables or the Replacement Goods and/or Replacement Services, including in relation to licences all relevant Documentation;
"Transferring Assets"	has the meaning given to it in Paragraph 8.2.1 of this Schedule;
"Transferring Contracts"	has the meaning given to it in Paragraph 8.2.3 of this Schedule.

2. Supplier must always be prepared for contract exit

2.1 The Supplier shall within 30 days from the Start Date provide to the Buyer a copy of its depreciation policy to be used for the purposes of calculating Net Book Value.

2.2 During the Contract Period, the Supplier shall promptly:

2.2.1 create and maintain a detailed register of all Supplier Assets (including description, condition, location and details of ownership and status as either Exclusive Assets or Non-Exclusive Assets and Net Book Value) and Sub-contracts and other relevant agreements required in connection with the Deliverables; and

2.2.2 create and maintain a configuration database detailing the technical infrastructure and operating procedures through which the Supplier provides the Deliverables

("**Registers**").

2.3 The Supplier shall:

2.3.1 ensure that all Exclusive Assets listed in the Registers are clearly physically identified as such; and

2.3.2 procure that all licences for Third Party Software and all Sub-Contracts shall be assignable and/or capable of novation (at no cost or restriction to the Buyer) at the request of the Buyer to the Buyer (and/or its nominee) and/or any Replacement Supplier upon the Supplier ceasing to provide the Deliverables (or part of them) and if the Supplier is unable to do so then the Supplier shall promptly notify the Buyer and the Buyer may require the Supplier to procure an alternative Subcontractor or provider of Deliverables.

2.4 Each Party shall appoint an Exit Manager within three (3) Months of the Start Date. The Parties' Exit Managers will liaise with one another in relation to all issues relevant to the expiry or termination of this Contract.

3. Assisting re-competition for Deliverables

3.1 The Supplier shall, on reasonable notice, provide to the Buyer and/or its potential Replacement Suppliers (subject to the potential Replacement Suppliers entering into reasonable written confidentiality undertakings), such information (including any access) as the Buyer shall reasonably require in order to facilitate the preparation by the Buyer of any invitation to tender and/or to facilitate any potential Replacement Suppliers undertaking due diligence (the "**Exit Information**").

3.2 The Supplier acknowledges that the Buyer may disclose the Supplier's Confidential Information (excluding the Supplier's or its Subcontractors' prices or costs) to an actual or prospective Replacement Supplier to the extent that such disclosure is necessary in connection with such engagement.

3.3 The Supplier shall provide complete updates of the Exit Information on an as-requested basis as soon as reasonably practicable and notify the Buyer within five (5) Working Days of any material change to the Exit Information which may adversely impact upon the provision of any Deliverables (and shall consult the Buyer in relation to any such changes).

3.4 The Exit Information shall be accurate and complete in all material respects and shall be sufficient to enable a third party to prepare an informed offer for those Deliverables; and not be disadvantaged in any procurement process compared to the Supplier.

4. Exit Plan

4.1 The Supplier shall, within three (3) Months after the Start Date, deliver to the Buyer an Exit Plan which complies with the requirements set out in Paragraph 4.3 of this Schedule and is otherwise reasonably satisfactory to the Buyer.

4.2 The Parties shall use reasonable endeavours to agree the contents of the Exit Plan. If the Parties are unable to agree the contents of the Exit Plan within twenty (20) Working Days of the latest date for its submission pursuant to Paragraph 4.1, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.

4.3 The Exit Plan shall set out, as a minimum:

4.3.1 a detailed description of both the transfer and cessation processes, including a timetable;

4.3.2 how the Deliverables will transfer to the Replacement Supplier and/or the Buyer;

4.3.3 details of any contracts which will be available for transfer to the Buyer and/or the Replacement Supplier upon the Expiry Date together with any reasonable costs required to effect such transfer;

4.3.4 proposals for the training of key members of the Replacement Supplier's staff in connection with the continuation of the provision of the Deliverables following the Expiry Date;

4.3.5 proposals for providing the Buyer or a Replacement Supplier copies of all documentation relating to the use and operation of the Deliverables and required for their continued use;

4.3.6 proposals for the assignment or novation of all services utilised by the Supplier in connection with the supply of the Deliverables;

4.3.7 proposals for the identification and return of all Buyer Property in the possession of and/or control of the Supplier or any third party;

4.3.8 proposals for the disposal of any redundant Deliverables and materials;

4.3.9 how the Supplier will ensure that there is no disruption to or degradation of the Deliverables during the Termination Assistance Period; and

4.3.10 any other information or assistance reasonably required by the Buyer or a Replacement Supplier.

4.4 The Supplier shall:

4.4.1 maintain and update the Exit Plan (and risk management plan) no less frequently than:

(a) every six (6) months throughout the Contract Period; and

(b) no later than twenty (20) Working Days after a request from the Buyer for an up-to-date copy of the Exit Plan;

(c) as soon as reasonably possible following a Termination Assistance Notice, and in any event no later than ten (10) Working Days after the date of the Termination Assistance Notice;

(d) as soon as reasonably possible following, and in any event no later than twenty (20) Working Days following, any material change to the Deliverables (including all changes under the Variation Procedure); and

4.4.2 jointly review and verify the Exit Plan if required by the Buyer and promptly correct any identified failures.

4.5 Only if (by notification to the Supplier in writing) the Buyer agrees with a draft Exit Plan provided by the Supplier under Paragraph 4.2 or 4.4 (as the context requires), shall that draft become the Exit Plan for this Contract.

4.6 A version of an Exit Plan agreed between the parties shall not be superseded by any draft submitted by the Supplier.

5. Termination Assistance

5.1 The Buyer shall be entitled to require the provision of Termination Assistance at any time during the Contract Period by giving written notice to the Supplier (a **"Termination Assistance Notice"**) at least four (4) Months prior to the Expiry Date or as soon as reasonably practicable (but in any event, not later than one (1) Month) following the service by either Party of a Termination Notice. The Termination Assistance Notice shall specify:

5.1.1 the nature of the Termination Assistance required; and

5.1.2 the start date and period during which it is anticipated that Termination Assistance will be required, which shall continue no longer than twelve (12) Months after the date that the Supplier ceases to provide the Deliverables.

5.2 The Buyer shall have an option to extend the Termination Assistance Period beyond the Termination Assistance Notice period provided that such extension shall not extend for more than six (6) Months beyond the end of the Termination Assistance Period and provided that it shall notify the Supplier of such this extension no later than twenty (20) Working Days prior to the date on which the provision of Termination Assistance is otherwise due to expire. The Buyer shall have the right to terminate its requirement for Termination Assistance by serving not less than (20) Working Days' written notice upon the Supplier.

5.3 In the event that Termination Assistance is required by the Buyer but at the relevant time the parties are still agreeing an update to the Exit Plan pursuant to Paragraph **Error! Reference source not found.**, the Supplier will provide the Termination Assistance in good faith and in accordance with the principles in this Schedule and the last Buyer approved version of the Exit Plan (insofar as it still applies).

6. Termination Assistance Period

6.1 Throughout the Termination Assistance Period the Supplier shall:

6.1.1 continue to provide the Deliverables (as applicable) and otherwise perform its obligations under this Contract and, if required by the Buyer, provide the Termination Assistance;

6.1.2 provide to the Buyer and/or its Replacement Supplier any reasonable assistance and/or access requested by the Buyer and/or its Replacement Supplier including assistance and/or access to facilitate the orderly transfer of responsibility for and conduct of the Deliverables to the Buyer and/or its Replacement Supplier;

6.1.3 use all reasonable endeavours to reallocate resources to provide such assistance without additional costs to the Buyer;

6.1.4 subject to Paragraph 6.3, provide the Deliverables and the Termination Assistance at no detriment to the Performance Indicators (PI's) or Service Levels, the provision of the Management Information or any other reports nor to any other of the Supplier's obligations under this Contract;

6.1.5 at the Buyer's request and on reasonable notice, deliver up-to-date Registers to the Buyer;

6.1.6 seek the Buyer's prior written consent to access any Buyer Premises from which the de-installation or removal of Supplier Assets is required.

6.2 If it is not possible for the Supplier to reallocate resources to provide such assistance as is referred to in Paragraph 6.1.2 without additional costs to the Buyer, any additional costs incurred by the Supplier in providing such reasonable assistance shall be subject to the Variation Procedure.

6.3 If the Supplier demonstrates to the Buyer's reasonable satisfaction that the provision of the Termination Assistance will have a material, unavoidable adverse effect on the Supplier's ability to meet one or more particular Service Levels, the Parties shall vary the relevant Service Levels and/or the applicable Service Credits accordingly.

7. Obligations when the contract is terminated

7.1 The Supplier shall comply with all of its obligations contained in the Exit Plan.

7.2 Upon termination or expiry or at the end of the Termination Assistance Period (or earlier if this does not adversely affect the Supplier's performance of the Deliverables and the Termination Assistance), the Supplier shall:

7.2.1 vacate any Buyer Premises;

7.2.2 remove the Supplier Equipment together with any other materials used by the Supplier to supply the Deliverables and shall leave the Sites in a clean, safe and tidy condition. The Supplier is solely responsible for making good any damage to the Sites or any objects contained thereon, other than fair wear and tear, which is caused by the Supplier;

7.2.3 provide access during normal working hours to the Buyer and/or the Replacement Supplier for up to twelve (12) Months after expiry or termination to:

(a) such information relating to the Deliverables as remains in the possession or control of the Supplier; and

(b) such members of the Supplier Staff as have been involved in the design, development and provision of the Deliverables and who are still employed by the Supplier, provided that the Buyer and/or the Replacement Supplier shall pay the reasonable costs of the Supplier actually incurred in responding to such requests for access.

7.3 Except where this Contract provides otherwise, all licences, leases and authorisations granted by the Buyer to the Supplier in relation to the Deliverables shall be terminated with effect from the end of the Termination Assistance Period.

8. Assets, Sub-contracts and Software

8.1 Following notice of termination of this Contract and during the Termination Assistance Period, the Supplier shall not, without the Buyer's prior written consent:

8.1.1 terminate, enter into or vary any Sub-contract or licence for any software in connection with the Deliverables; or

8.1.2 (subject to normal maintenance requirements) make material modifications to, or dispose of, any existing Supplier Assets or acquire any new Supplier Assets.

8.2 Within twenty (20) Working Days of receipt of the up-to-date Registers provided by the Supplier, the Buyer shall notify the Supplier setting out:

8.2.1 which, if any, of the Transferable Assets the Buyer requires to be transferred to the Buyer and/or the Replacement Supplier ("**Transferring Assets**");

8.2.2 which, if any, of:

(a) the Exclusive Assets that are not Transferable Assets; and

(b) the Non-Exclusive Assets,

the Buyer and/or the Replacement Supplier requires the continued use of; and

8.2.3 which, if any, of Transferable Contracts the Buyer requires to be assigned or novated to the Buyer and/or the Replacement Supplier (the **"Transferring Contracts"**),

in order for the Buyer and/or its Replacement Supplier to provide the Deliverables from the expiry of the Termination Assistance Period. The Supplier shall provide all reasonable assistance required by the Buyer and/or its Replacement Supplier to enable it to determine which Transferable Assets and Transferable Contracts are required to provide the Deliverables or the Replacement Goods and/or Replacement Services.

8.3 With effect from the expiry of the Termination Assistance Period, the Supplier shall sell the Transferring Assets to the Buyer and/or the Replacement Supplier for their Net Book Value less any amount already paid for them through the Charges.

8.4 Risk in the Transferring Assets shall pass to the Buyer or the Replacement Supplier (as appropriate) at the end of the Termination Assistance Period and title shall pass on payment for them.

8.5 Where the Buyer and/or the Replacement Supplier requires continued use of any Exclusive Assets that are not Transferable Assets or any Non-Exclusive Assets, the Supplier shall as soon as reasonably practicable:

8.5.1 procure a non-exclusive, perpetual, royalty-free licence for the Buyer and/or the Replacement Supplier to use such assets (with a right of sub-licence or assignment on the same terms); or failing which

8.5.2 procure a suitable alternative to such assets, the Buyer or the Replacement Supplier to bear the reasonable proven costs of procuring the same.

8.6 The Supplier shall as soon as reasonably practicable assign or procure the novation of the Transferring Contracts to the Buyer and/or the Replacement Supplier. The Supplier shall execute such documents and provide such other assistance as the Buyer reasonably requires to effect this novation or assignment.

8.7 The Buyer shall:

8.7.1 accept assignments from the Supplier or join with the Supplier in procuring a novation of each Transferring Contract; and

8.7.2 once a Transferring Contract is novated or assigned to the Buyer and/or the Replacement Supplier, discharge all the obligations and liabilities created by or arising under that Transferring Contract and exercise its rights arising under that Transferring Contract, or as applicable, procure that the Replacement Supplier does the same.

8.8 The Supplier shall hold any Transferring Contracts on trust for the Buyer until the transfer of the relevant Transferring Contract to the Buyer and/or the Replacement Supplier has taken place.

8.9 The Supplier shall indemnify the Buyer (and/or the Replacement Supplier, as applicable) against each loss, liability and cost arising out of any claims made by a counterparty to a Transferring Contract which is assigned or novated to the Buyer (and/or Replacement Supplier) pursuant to Paragraph 8.6 in relation to any matters arising prior to the date of assignment or novation of such Transferring Contract. Clause 19 (Other people's rights in this contract) shall not apply to this Paragraph 8.9 which is intended to be enforceable by Third Parties Beneficiaries by virtue of the CRTPA.

9. No charges

9.1 Unless otherwise stated, the Buyer shall not be obliged to pay for costs incurred by the Supplier in relation to its compliance with this Schedule.

10. Dividing the bills

10.1 All outgoings, expenses, rents, royalties and other periodical payments receivable in respect of the Transferring Assets and Transferring Contracts

shall be apportioned between the Buyer and/or the Replacement and the Supplier as follows:

10.1.1 the amounts shall be annualised and divided by 365 to reach a daily rate;

10.1.2 the Buyer or Replacement Supplier (as applicable) shall be responsible for or entitled to (as the case may be) that part of the value of the invoice pro rata to the number of complete days following the transfer, multiplied by the daily rate; and

10.1.3 the Supplier shall be responsible for or entitled to (as the case may be) the rest of the invoice.

Order Schedule 14 (Service Levels)

1. Definitions

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

"Critical Service Level Failure"	has the meaning given to it in the Order Form;
"Service Credits"	any service credits specified in the Annex to Part A of this Schedule being payable by the Supplier to the Buyer in respect of any failure by the Supplier to meet one or more Service Levels;
"Service Credit Cap"	has the meaning given to it in the Order Form;
"Service Level Failure"	means a failure to meet the Service Level Performance Measure in respect of a Service Level;
"Service Level Performance Measure"	shall be as set out against the relevant Service Level in the Annex to Part A of this Schedule; and
"Service Level Threshold"	shall be as set out against the relevant Service Level in the Annex to Part A of this Schedule.

2. What happens if you don't meet the Service Levels

2.1 The Supplier shall at all times provide the Deliverables to meet or exceed the Service Level Performance Measure for each Service Level.

2.2 The Supplier acknowledges that any Service Level Failure shall entitle the Buyer to the rights set out in Part A of this Schedule including the right to any Service Credits and that any Service Credit is a price adjustment and not an estimate of the Loss that may be suffered by the Buyer as a result of the Supplier's failure to meet any Service Level Performance Measure.

2.3 The Supplier shall send the Performance Monitoring Reports to the Buyer detailing the level of service which was achieved in accordance with the provisions of Part B (Performance Monitoring) of this Schedule.

2.4 A Service Credit shall be the Buyer's exclusive financial remedy for a Service Level Failure except where:

2.4.1 the Supplier has over the previous (twelve) 12 Month period exceeded the Service Credit Cap; and/or

2.4.2 the Service Level Failure:

(a) exceeds the relevant Service Level Threshold;

(b) has arisen due to a Prohibited Act or wilful Default by the Supplier;

(c) results in the corruption or loss of any Government Data; and/or

(d) results in the Buyer being required to make a compensation payment to one or more third parties; and/or

2.4.3 the Buyer is otherwise entitled to or does terminate this Contract pursuant to Clause 10.4 (CCS and Buyer Termination Rights).

2.5 Not more than once in each Contract Year, the Buyer may, on giving the Supplier at least three (3) Months' notice, change the weighting of Service Level Performance Measure in respect of one or more Service Levels and the Supplier shall not be entitled to object to, or increase the Charges as a result of such changes, provided that:

2.5.1 the total number of Service Levels for which the weighting is to be changed does not exceed the number applicable as at the Start Date;

2.5.2 the principal purpose of the change is to reflect changes in the Buyer's business requirements and/or priorities or to reflect changing industry standards; and

2.5.3 there is no change to the Service Credit Cap.

3. Critical Service Level Failure

On the occurrence of a Critical Service Level Failure:

3.1 any Service Credits that would otherwise have accrued during the relevant Service Period shall not accrue; and

3.2 the Buyer shall be entitled to withhold and retain as compensation a sum equal to any Charges which would otherwise have been due to the Supplier in respect of that Service Period ("Compensation for Critical Service Level Failure"),

provided that the operation of this paragraph **Error! Reference source not found.** shall be without prejudice to the right of the Buyer to terminate this Contract and/or to claim damages from the Supplier for material Default.

Part A: Service Levels and Service Credits

1. Service Levels

If the level of performance of the Supplier:

1.1 is likely to or fails to meet any Service Level Performance Measure; or

1.2 is likely to cause or causes a Critical Service Failure to occur,

the Supplier shall immediately notify the Buyer in writing and the Buyer, in its absolute discretion and without limiting any other of its rights, may:

1.2.1 require the Supplier to immediately take all remedial action that is reasonable to mitigate the impact on the Buyer and to rectify or prevent a Service Level Failure or Critical Service Level Failure from taking place or recurring;

1.2.2 instruct the Supplier to comply with the Rectification Plan Process;

1.2.3 if a Service Level Failure has occurred, deduct the applicable Service Level Credits payable by the Supplier to the Buyer; and/or

1.2.4 if a Critical Service Level Failure has occurred, exercise its right to Compensation for Critical Service Level Failure (including the right to terminate for material Default).

2. Service Credits (not used in this Contract)

2.1 The Buyer shall use the Performance Monitoring Reports supplied by the Supplier to verify the calculation and accuracy of the Service Credits, if any, applicable to each Service Period.

2.2 Service Credits are a reduction of the amounts payable in respect of the Deliverables and do not include VAT. The Supplier shall set-off the value of any Service Credits against the appropriate invoice in accordance with calculation formula in the Annex to Part A of this Schedule.

Annex A to Part A: Services Levels and Service Credits Table

Service Level Performance Criteria	Key Indicator Targets (timelines may be extended as agreed)	Service Level Performance Measure
Acknowledgement of an instruction (an outline project brief may be supplied) for a research project (by email – telephone contact may also be made).	Within 48 hours.	100%
Development of a written proposal per project, including confirmation of method, timelines, charges, and any advice/ recommendations etc.	Within 10 days of instruction.	98%
Sufficient and experienced resourcing (with relevant skills and qualifications) to be made available for the duration of a research project.	To be agreed per research project.	100%
Meet agreed delivery timelines for each research project, and provision of quality outputs.	To be agreed per research project.	99%
Meet agreed Social Value Commitments.	Throughout the Contract.	95%
Secure data handling and processing procedures to safeguard the confidentiality of information/Personal Data.	No suspected or confirmed security breaches involving the Buyer's information/data.	98%
Contract Manager and operational staff available Monday to Friday (excluding bank holidays) 09.00 to 17.00 to take instructions, discuss projects and/or handle queries etc.	Throughout the Contract – in agreed operational/business hours.	100%
Contract Manager attendance at the scheduled Progress/Performance Review Meetings – either virtually or face-to-face if required.	Within the first/last week of each quarter – mutually agreed dates.	100%

(please note ad hoc catch-up/touchpoints will also be arranged – in particular during the course of a research project).		
Submission of Progress/Performance Monitoring Reports (other ad hoc Management Information may also be requested by the Buyer – the timescales shall be agreed).	Within the first/last week of each calendar month (this may be changed to quarterly).	98%
Acknowledgement of a complaint (by email).	Within 1 Working Day of receipt (a remedial/resolution timetable shall be agreed).	98%
Maintain accreditation to/membership of MRS or equivalent body.	To be maintained (upgraded as appropriate).	97%
All invoices right first time - presented electronically with supporting breakdowns at the agreed times as per the relevant payment terms.	To be submitted as per the agreed payment terms for each research project.	98%

Part B: Performance Monitoring

3. Performance Monitoring and Performance Review

3.1 Within twenty (20) Working Days of the Start Date the Supplier shall provide the Buyer with details of how the process in respect of the monitoring and reporting of Service Levels will operate between the Parties and the Parties will endeavour to agree such process as soon as reasonably possible.

3.2 The Supplier shall provide the Buyer with performance monitoring reports ("Performance Monitoring Reports") in accordance with the process and timescales agreed pursuant to paragraph **Error! Reference source not found.** of Part B of this Schedule which shall contain, as a minimum, the following information in respect of the relevant Service Period just ended:

3.2.1 for each Service Level, the actual performance achieved over the Service Level for the relevant Service Period;

3.2.2 a summary of all failures to achieve Service Levels that occurred during that Service Period;

3.2.3 details of any Critical Service Level Failures;

3.2.4 for any repeat failures, actions taken to resolve the underlying cause and prevent recurrence;

3.2.5 the Service Credits to be applied in respect of the relevant period indicating the failures and Service Levels to which the Service Credits relate; and

3.2.6 such other details as the Buyer may reasonably require from time to time.

3.3 The Parties shall attend meetings to discuss Performance Monitoring Reports ("Performance Review Meetings") on a quarterly basis or as otherwise agreed. The Performance Review Meetings will be the forum for the review by the Supplier and the Buyer of the Performance Monitoring Reports. The Performance Review Meetings shall:

3.3.1 take place within one (1) week of the most recent Performance Monitoring Report being issued by the Supplier at such location and time (within normal business hours) as the Buyer shall reasonably require;

3.3.2 be attended by the Supplier's Representative and the Buyer's Representative; and

3.3.3 be fully minuted by the Supplier and the minutes will be circulated by the Supplier to all attendees at the relevant meeting and also to the Buyer's Representative and any other recipients agreed at the relevant meeting.

3.4 The minutes of the preceding Performance Review Meeting will be agreed and signed by both the Supplier's Representative and the Buyer's Representative at each meeting.

3.5 The Supplier shall provide to the Buyer such documentation as the Buyer may reasonably require in order to verify the level of the performance by the Supplier and the calculations of the amount of Service Credits for any specified Service Period.

4. Satisfaction Surveys

4.1 The Buyer may undertake satisfaction surveys in respect of the Supplier's provision of the Deliverables. The Buyer shall be entitled to notify the Supplier of any aspects of their performance of the provision of the Deliverables which the responses to the Satisfaction Surveys reasonably suggest are not in accordance with this Contract.

Order Schedule 20 (Order Specification)

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

1. Purpose and Objectives

1.1 The Medicines and Healthcare products Regulatory Agency (hereafter referred to as the Buyer or the MHRA) wishes to appoint one experienced research organisation/Supplier to manage and deliver a range of research projects using a range of research methods to provide the Buyer with robust and actionable customer and stakeholder insights.

1.2 The research objective for this Tender is to provide valuable market and customer /stakeholder/patient research, insight and intelligence that will help to inform and influence communications, engagement and marketing strategies, interventions and tactics at the MHRA; and to track and measure changes in awareness about our communications, campaigns, activities, products and services among key customer/stakeholder groups over time, and in overall reputation (in the UK and globally).

1.3 The resulting insight-led communications, engagement and marketing strategies will enable us to increase our profile in key areas, develop and safeguard our reputation as a truly world-leading, enabling sovereign regulator, protecting public health through excellence in regulation and science and delivering the right outcomes for patients and driving collaboration, partnerships and income from our core products and services. Details of some of our income generating activities and brands have been outlined in section 2.

1.4 Our customers and stakeholders currently comprise the following groups:

Academia - Research	Academia - Sponsor
Charities - Healthcare	Charities - Medical research
Citizens - General public	Citizens - Patients
Clinical Research Organisation - Researchers	Funders - Grant providers
Government - Health "family"	Government - Life sciences
Government - Parliamentarians	Healthcare - Clinical Commissioning Groups
Healthcare - Frontline healthcare professionals	Healthcare - GPs
Healthcare - NHS/government department	Healthcare - Scientific specialty (any)
Industry (biological medicines) -	Industry (medical devices) - Innovators

Researchers	
Industry (medical devices) - Manufacturers	Industry (pharmaceutical) - Generics
Industry (pharmaceutical) - Innovators	Industry (pharmaceutical) - Researchers
Industry (pharmaceutical) - SMEs	Regulators - International (Non-EU/EEA)
Regulators - Medical devices (Competent Authorities)	Regulators - Medical devices (Notified bodies)
Regulators - Medicines	Regulators - Medicines (Competent Authorities)
Regulators - Pharmacopoeia	Regulators - Other

1.5 The potential research should cover (but shall not be limited to) the following broad areas:

- Spontaneous and prompted awareness of the MHRA master brand identity and product and service brands, tracked over time. In addition, the development of relevant reputational measures, also tracked and monitored over time.
- Customers' and stakeholder perceptions about the MHRA, our activities, products and services, and seeking evidence on their attitudes and behaviours. This engagement will contribute to new product or service development or enhancements, and/or to continual reviews of services benchmarked against competitors.
- Research into the markets in which we operate (as well as potential markets), evaluation of our marketing activities to assess effectiveness and impact, and identifying the trends and drivers for change.
- Research (such as mystery shopping and customer surveys) to initially benchmark (and inform the development of KPIs), then measure change in customer/user experience of products and services, as well as the channels used to deliver these (for example, websites, Customer Experience Centre), and to develop insights that: lead to products and/or services developments/improvements; highlight any training requirements or service gaps; inform development and implementation of effective marketing interventions, guidance, promotional communications and/or campaigns; and inform the evaluation of KPIs.
- Research and insights into patient/public perceptions, and/or the selection/purchasing drivers and behaviours related to new or existing medicines, medical devices, selected healthcare products (where regulation of these is within our remit), and/or emerging safety or regulatory issues.
- Patient listening event(s) to help us understand the impact medicines and medical devices have had on patient groups, to improve internal awareness and understanding of patient views, and to enable process design/optimisation and evidence generation, and to devise effective communications and engagement strategies.

1.6 The specific research subject area with the questions/issues to be addressed and the

research aims/objectives and relevant timelines and outputs shall be defined for each research project. Some projects will be standalone and some could be longitudinal/tracking surveys.

1.7 The research projects/Requirements shall be called off as required (on an ad hoc basis), under a Defined Term Agreement contracting approach with an Order Contract awarded for a period of time to cover work on any number of research projects as required; the details and costs to be agreed per project. There shall be no commitment to commission Services or guarantee of the volume of projects; nor any exclusivity with the appointed Supplier in relation to offering relevant future projects to that Supplier. The budgets shall be managed flexibly to handle variations in demand for research over the duration of the Order Contract.

1.8 The research organisation/Supplier shall take responsibility for the agreed activities per project, but expected to include a range of the following tasks/research stages (not an exhaustive list): desk research including literature reviews; question design/framing and testing (to ensure fit for purpose/audience); developing suitable research materials e.g. topic guides; recruitment in accordance with agreed target audience/sample design and quotas (the Buyer may be able to support by providing relevant contacts lists); data collection/fieldwork – to include a range of approaches e.g. structured interviews, focus groups etc (a pilot survey may be required); design and production of digital surveys; submission of questions onto representative omnibus surveys (where relevant); participant/interviewee management; collation of the results/findings, tabulations and various analyses e.g. statistical, sentimental, verbatim/text; producing the agreed insights reporting and outputs, including supplying the raw survey data and anonymised interview transcripts; and project management. The Supplier shall also input into each research project with relevant subject matter and expert research advice and recommendations to support the MHRA and maximise results.

2. Background to the Contracting Authority/MHRA

2.1 We are the Medicines and Healthcare products Regulatory Agency (MHRA). We are the regulator of medicines, medical devices and blood components for transfusion in the UK. We are responsible for:

- ensuring that medicines, medical devices and blood components for transfusion meet standards of safety, quality and efficacy (effectiveness)
- ensuring that the supply chain for medicines, medical devices and blood components is safe and secure
- promoting international standardisation and harmonisation to assure the effectiveness and safety of biological medicines
- helping to educate the public and healthcare professionals about the risks and benefits of medicines, medical devices and blood components, leading to safer and more effective use
- supporting innovation and research and development that is beneficial to public health
- working collaboratively with partners in the UK and internationally to support our mission to enable the earliest access to safe medicines and medical devices and to protect public health

2.2 We put patients first in everything we do, right across the lifecycle of the products we regulate. We rigorously use science and data to inform our decisions, enable medical innovation and make sure that medicines and healthcare products available in the UK are safe and effective.

2.3 We offer a range of established products and services, many of which drive income:

- The British Pharmacopoeia provides written and chemical quality standards for UK pharmaceutical substances and medicinal products. pharmacopoeia.com
- Our Clinical Practice Research Datalink (CPRD) data services provide the life sciences sector with anonymised primary care (NHS) datasets that can be linked to other datasets. Researchers can access and use different combinations of these datasets to develop and run clinical projects and to deliver research outputs that can help to improve and safeguard public health. cprd.com
- Our National Institute for Biological Standards and Control (NIBSC) standards are available globally to set the quality of biological medicines. We develop and produce over 90% of the WHO International Standards in use around the world. We also offer NIBSC Contract and Control Testing services. nibsc.org
- Our Yellow Card scheme is how patients, the public and healthcare professionals report suspected side effects to medicines, vaccines, e-cigarettes, medical device incidents, and defective or falsified (fake) products to us, so that we can make sure they are safe and effective to use. yellowcard.mhra.gov.uk
- Our UK Stem Cell Bank facilitates the use and sharing of quality-controlled stem cell lines to support scientific research and clinical development of stem cell therapies. nibsc.org/ukstemcellbank

2.4 Our expert staff are in based at facilities in London and Hertfordshire.

2.5 We are an Executive Agency sponsored by the Department of Health and Social Care. We are the UK National Control Laboratory and the World Health Organization Collaborating Centre and International Laboratory for Biological Standards.

2.6 You can read more about us on our website: www.gov.uk/mhra. Our Delivery Plan can be found at: The Medicines and Healthcare products Regulatory Agency Delivery Plan 2021-2023 – GOV.UK (www.gov.uk); this sets out our ambitious roadmap for the future with our priorities, centred on putting patients first, becoming a truly world-leading regulator and protecting public health through excellence in regulation and science. The plan outlines our priorities, and we are using it to help us understand where we will need customer and stakeholder research, insights and market research to progress efficiently and effectively.

2.7 This Procurement Call for Competition is being issued by the Secretary of State for Health and Social Care, as part of the Crown, acting through the Medicines and Healthcare products Regulatory Agency.

3. Definitions (not included here - see full ITT for details)

4. Contract Period and Terms and Conditions

4.1 The Contract Period shall commence with an implementation/kick-off meeting to make

introductions and agree overarching expectations and communication process; and with our initial research projects outlined in section 5 starting ASAP. The Order Contract shall run for a duration of up to four years, subject to earlier termination. The Buyer shall have the right to terminate the Order Contract at any time without reason or liability by giving the Supplier not less than 90 days' written notice as per the Core Terms.

4.2 The Procurement Timetable for this Procurement Call for Competition is appended.

4.3 The research projects/Requirements shall be called off as required (on an ad hoc basis), under a Defined Term Agreement contracting approach with an Order Contract awarded for a period of time to cover work on any number of research projects as required; the details and costs to be agreed per project. There shall be no commitment to commission Services or guarantee of the volume of projects; nor any exclusivity with the appointed Supplier in relation to offering relevant future projects to that Supplier.

4.4 The Contracting Authority shall be the Secretary of State for Health and Social Care, as part of the Crown, acting through the Medicines and Healthcare products Regulatory Agency.

4.5 The RM6126 Contract Terms and Conditions shall govern the ensuing Order Contract awarded.

5. Scope of Potential Requirements/Services (to be called off)

5.1 The Buyer/MHRA requires the appointment of a research organisation/Supplier who has experience and expertise in and can deliver research on the subject areas of Health, Public Services and Society, and Science and Technology, specifically in regard to Public Health and Pharmaceuticals. The Supplier should have a good understanding of the market trends in the relevant sectors and be able to provide (or access) subject matter/ expert advice and input to assist the MHRA in optimising the findings and impact from each research project cost effectively.

5.2 The Supplier shall manage and deliver a range of research projects to provide the Buyer with robust and valuable/actionable customer and stakeholder insights.

5.3 The types of research we have conducted over the last 2 years have included the following with details of how the findings/outputs have shaped a range of actions:

5.3.1 Public perceptions of medical product areas. We have commissioned research into consumer views and buying habits related to certain medicines and/or medical devices. We have used the outputs of this research to inform draft regulations.

5.3.2 Pricing. We have commissioned research into statutory and non-statutory fee-setting to help inform the development of internal price-setting models.

5.3.3 Product development. We have commissioned research into consumer perceptions of sharing genetic information with us so that we can explore the links between genetics and adverse drug reactions to medicines. We wanted to understand the concerns consumers might have with this and have used the findings in the discovery phase of this project. Moreover, we have used product research insights to develop product and/or service enhancements for customers.

5.3.4 Service development. We have commissioned market research to understand competitor training and advisory service offers.

5.3.5 Reputation and sentiment. We have commissioned reviews of media sentiment,

as well as omnibus tracking of public awareness of our campaigns and products/services, such as the Yellow Card scheme in reporting adverse reactions to the COVID-19 vaccines.

5.4 The research methods/approaches used for these projects included:

- Market research
- Competitor analyses
- Literature reviews
- Citizen juries
- In depth interviews
- SME/Researcher interviews and guided conversations
- Focus groups
- Quantitative surveys (including questions in omnibus surveys)

5.5 These areas of research and methods may again be required for future projects.

5.6 The broad areas for potential research Requirements should cover (but shall not be limited to):

- Spontaneous and prompted awareness of the MHRA master brand identity and product and service brands, tracked over time. In addition, the development of relevant reputational measures, also tracked and monitored over time.
- Customers' and stakeholder perceptions about the MHRA, our activities, products and services, and seeking evidence on their attitudes and behaviours. This engagement will contribute to new product or service development or enhancements, and/or to continual reviews of services benchmarked against competitors.
- Research into the markets in which we operate (as well as potential markets), evaluation of our marketing activities to assess effectiveness and impact, and identifying the trends and drivers for change.
- Research (such as mystery shopping and customer surveys) to initially benchmark (and inform the development of KPIs), then measure change in customer/user experience of products and services, as well as the channels used to deliver these (for example, websites, Customer Experience Centre), and to develop insights that: lead to products and/or services developments/improvements; highlight any training requirements or service gaps; inform development and implementation of effective marketing interventions, guidance, promotional communications and/or campaigns; and inform the evaluation of KPIs.
- Research and insights into patient/public perceptions, and/or the selection/purchasing drivers and behaviours related to new or existing medicines, medical devices, selected healthcare products (where regulation of these is within our remit), and/or emerging safety or regulatory issues.
- Patient listening event(s) to help us understand the impact medicines and medical devices have had on patient groups, to improve internal awareness and understanding of patient views, and to enable process design/optimisation and evidence generation, and to devise effective communications and engagement

strategies.

These areas may be supplemented by or changed to respond to our business needs.

5.7 We have scoped the following pipeline of initial research projects due in Q4 (Jan – March 2023) for commencement ASAP after Contract implementation, but have yet to define briefs for them:

- Reputation management omnibus survey (multi-wave).

  Objective: To provide valuable insights on the current awareness/opinion and understanding of the MHRA and brands and then tracking the changes in this awareness/opinion and understanding and our reputation over time. This will enable the MHRA to put in place measures to make improvements and support the aim of putting patients at the heart of all that we do. The findings shall factor into a reputation score to be included in our corporate balanced scorecard (please note that there is a chance that we may not commission future waves as dependent on the findings from the initial wave).

- Mystery Shopping of our Customer Experience Centre to offer an external check of the quality of service we are providing, based on a sample of the telephone calls (recordings to be provided) and emails directed to the various services within the Customer Services Experience Centre.

  Objective: To demonstrate the service customers receive, when contacting the Customer Experience Centre, is of the quality we are striving for; and to identify where and how service levels should be enhanced and to address issues including providing feedback to relevant team members and highlighting training requirements/service gaps, leading to a better service for customers and a reduction in the risk of negative reputational impact.

- Pilot patient listening event(s) to help develop and test/implement best practice guidelines on: pay and expenses; conflicts of interest; safeguarding; consents; and post-event information and support etc.

  Objective: To accelerate delivery of the Patient Involvement Strategy, supporting delivery of our commitment to putting patients first. This would ensure expansion of our patient involvement activities across the MHRA in line with best-practice, maximising impact for patients.

Further details shall be shared with the appointed Supplier.

5.8 The Buyer shall commission research projects on an ad hoc basis as required (noting no guarantee of the volume of projects), with budgets managed flexibly to handle peaks and troughs and variations in demand for research over the duration of the Order Contract; our business needs will dictate the number and type/scale of projects in any given year,

Redacted under FOIA

[redacted]

5.9 We also derive information from other sources e.g. customer and stakeholder data currently owned by the MHRA including some contacts lists, website analytics, and social media analytics. Where appropriate, this information shall be provided to the Supplier to support relevant research projects. This will be addressed by the MHRA on a project by project basis and outlined in relevant project briefs.

5.10 The research methods we expect the Supplier could implement for our research projects include (but shall not be limited to) a selection from the following list per project (extracts from the DPS service filter list):

- Analysis and Modelling: content analysis; data mining; impact assessment; linguistic analysis; multivariate analysis; performance analysis; risk analysis; segmentation analysis; and/or thematic analysis.
- Data Collection/Fieldwork Method (general): mixed method; face-to-face; online; telephone; diary; and/or mystery shopping.
- Data Collection/Fieldwork Method (quantitative and qualitative approaches): omnibus; case studies; co-creation/co-design; deliberative research; depth interviews; focus group discussions; narrative inquiry/narrative analysis; observation; and/or workshops.
- Evaluation and Emphasis Synthesis: impact evaluation; value for money evaluation; feasibility study; Rapid Evidence Assessment; literature review/narrative review; meta analysis; and/or horizon scanning.
- Sample Design/Source: random/stratified random sample; probability-based sample; quota-based sample; cluster sampling; address-based online sampling; convenience sampling; use of a customer list; free-found; mixed mode; Online Community; panel; postal address file; and/or two-stage sampling.

5.11 The Buyer is keen to explore using the latest techniques and methods and innovations in the research field, so would expect the Supplier to be up to date with these and to be able to offer them for relevant research projects.

5.12 The research specialisms we consider relevant to our Requirements shall be:

- brand awareness research
- business-to-business research
- communications testing research
- concept testing research
- customer journey research
- customer satisfaction research
- employee/staff engagement and satisfaction research
- longitudinal research
- reputational research
- stakeholder research
- tracking research
- misinformation/disinformation
- public polling

5.13 The target audiences (our customers and stakeholders) currently comprise the following groups:

Academia - Research	Academia - Sponsor
Charities - Healthcare	Charities - Medical research
Citizens - General public	Citizens - Patients
Clinical Research Organisation - Researchers	Funders - Grant providers
Government - Health "family"	Government - Life sciences
Government - Parliamentarians	Healthcare - Clinical Commissioning Groups
Healthcare - Frontline healthcare professionals	Healthcare - GPs
Healthcare - NHS/government department	Healthcare - Scientific specialty (any)
Industry (biological medicines) - Researchers	Industry (medical devices) - Innovators
Industry (medical devices) - Manufacturers	Industry (pharmaceutical) - Generics
Industry (pharmaceutical) - Innovators	Industry (pharmaceutical) - Researchers
Industry (pharmaceutical) - SMEs	Regulators - International (Non-EU/EEA)
Regulators - Medical devices (Competent Authorities)	Regulators - Medical devices (Notified bodies)
Regulators - Medicines	Regulators - Medicines (Competent Authorities)
Regulators - Pharmacopoeia	Regulators - Other

5.14 To note, the Buyer may require the target audience to include vulnerable or hard to reach/specialist consumer or patient groups related to important or sensitive health issues, as these requirements arise (these cannot be predicted, however, the Supplier must be able to demonstrate the capability and capacity to draw in the resource needed to locate and engage with these groups if required). The Supplier must strive to ensure high response rates from interviews/surveys.

5.15 Our research projects will usually cover the whole of the UK, with target/representative samples and quotas defined as required. There may be scope for projects which look to identify marketing trends in specific international markets as well. The Supplier would be responsible for getting questionnaires translated into other languages and having access to multi-lingual interviewers/interpretation services as needed.

5.16 For each research project, the Buyer shall draft a clear project brief defining the Requirements, covering: the questions/issues to be addressed, the research aims/objectives and expectations, responsibilities, timelines, and outputs/reporting (and intended use of the findings) etc. We would also arrange to have a meeting with the Supplier's representatives to discuss the Requirements. On completion of each research project, the Parties shall hold a wash-up meeting.

5.17 The research could involve engaging and interacting with senior level representatives (C-suite) from our most important customer and stakeholder organisations/groups. Inappropriate or ill-judged approaches and communications could damage the MHRA's reputation. It is therefore imperative that the Supplier can provide assurance that it has the ability to work with and effectively communicate with this audience.

5.18 For each research project, we will require a presentation of the findings to be delivered to senior level MHRA personnel (and other stakeholders as appropriate) either virtually or to take place at our Canary Wharf offices, unless otherwise agreed. The reporting output shall include an executive/high level summary report of the research, plus a full and final report with the research results/findings (agreed tabulations and analyses) and to include relevant graphical/visual representations of the findings (infographics), as required. A slide deck approach may replace the final report or be needed as well. Regular progress updates and a midpoint report and presentation will also be required. We shall also require the raw survey data and the interview transcripts (anonymised and compliant with industry guidelines). The specific outputs/deliverables required shall be outlined in each project brief.

5.19 The Buyer shall define its intended use of research findings and outputs in each project brief. Occasionally, we do publish reports/outputs on our website in their entirety or relevant extracts or disseminate some other way, therefore the final deliverables must be of a publishable standard. We would provide any associated branding or details of house-style to the Supplier; in some circumstances, we may provide a report template. publishable standard.

6. Responsibilities

6.1 The Parties shall work collaboratively to form a successful working relationship with mutual understanding and for optimising performance.

6.2 On completion of each research project, the Parties shall hold a wash-up meeting to identify what went well, what could be improved upon and any learning points. Wash-up meetings will be noted and learning points will be referred to in relevant future project briefs.

Research organisation/Supplier's Responsibilities

6.3 The Supplier must manage and conduct research activities and business practices ethically and with professionalism, specifically when engaging and working with research participants and any senior level representatives from our various customer/stakeholder organisations/groups and with the accurate interpretation and presentation/reporting of the research findings. The Supplier shall ensure its staff explain the reasons for and the intended use of the research, and obtain informed consent if needed. The Supplier shall be working on behalf of the MHRA and must ensure our reputation is not impacted negatively.

6.4 The Supplier will assign an experienced Contract Manager (and deputy) to oversee the

Order Contract and performance and to manage the relationship with the Buyer's representatives including our Contract Manager.

6.5 The Supplier should nominate staff (and sub-contractors if applicable) with the relevant levels of skills, qualifications and experience to work on and deliver each research project. The Supplier shall manage any sub-contractors used. Subject Matter experts may also be enlisted for support and input.

6.6 The Supplier and the nominated Supplier Staff/resourcing must be free from having any actual or potential conflicts of interest, to ensure the independence and objectivity (or perception of objectivity) of research. The Supplier must ensure it checks and confirms its position and makes any relevant declarations where an actual/potential conflict is identified (at the beginning of a research project or throughout the duration of the Contract); conflict mitigations may be proposed for the Buyer to review to confirm if a manageable or insurmountable conflict exists.

6.7 In conducting our research, the Supplier shall have access to confidential and/or sensitive data/information (including the findings), which the Supplier shall warrant to keep secure and confidential, and to only disclose to relevant team members, to the MHRA, or as agreed with the permission of the Buyer. The relevant Supplier Staff/sub-contractors may also be asked to sign individual confidentiality agreements.

6.8 The Supplier shall use its expertise to input into each research project with recommendations e.g. on options for methodologies with pros and cons and possible innovative methods to consider etc (the Supplier shall be capable of providing a range of research methods), and providing expert research advice to guide the MHRA to maximise the impact and value of research and ensure effective results/reporting to meet requirements. Specific subject matter advice and input may also be sought. Solutions to the best way of handling any project complexities will also be discussed.

6.9 The Supplier shall take responsibility for the agreed activities per project, but expected to include a range of the following tasks/research stages (not an exhaustive list): desk research including literature reviews; question design/framing and testing (to ensure fit for purpose/audience); developing suitable research materials e.g. topic guides; recruitment in accordance with agreed target audience/sample design and quotas (the Buyer may be able to support by providing relevant contacts lists); data collection/fieldwork – to include a range of approaches e.g. structured interviews, focus groups etc (a pilot survey may be required); design and production of digital surveys; submission of questions onto representative omnibus surveys (where relevant); participant/interviewee management; collation of the results/findings, tabulations and various analyses e.g. statistical, sentimental, verbatim/text; producing the agreed insights reporting and outputs, including supplying the raw survey data and anonymised interview transcripts, project management, and providing associated subject matter/expert research advice and recommendations.

6.10 The Supplier shall provide drafts of research materials, proposed communications and draft outputs/reporting to the Buyer for review and approval, and if requested to, shall address any comments and requests for revisions in final versions. Any use of our brands, names or identity elements will need to be approved as part of the process to agree the final report/output.

6.11 The Supplier shall strive to ensure high response rates from interviews/surveys, including with potentially hard-to-reach/specialist groups. To ensure inclusivity and representation, the Supplier should be able to translate questionnaires into other languages (including

Welsh and minority languages) and access multi-lingual interviewers/interpretation services as needed.

6.12 The Supplier must have robust data processing, management and retention/disposal processes and systems in place (further details included in section 13 below).

6.13 Robust and actionable customer and stakeholder insights must be delivered as high quality and informative research outputs, which could include infographics/visual representations (as applicable) for ease of interpretation and review by mixed audiences. The Supplier shall be expected to make a presentation of the research and findings to a senior level group of MHRA personnel and other stakeholders as appropriate; to take place either virtually or at our Canary Wharf offices unless otherwise agreed. Specific details of the required outputs and deliverables shall be defined in each project brief.

6.14 A full audit trail of activities, the results, and the transcripts from fieldwork shall be maintained.

6.15 The Supplier shall also provide regular project progress updates, especially at key milestones, with a midpoint report and presentation to show progress. Overarching and proactive project/Contract Management is also required.

Buyer's Responsibilities and support

6.16 The Buyer shall clearly define the Requirements for each research project in its project brief, including: confirming the questions/issues to be addressed, the research aims/objectives and expectations, responsibilities, timelines, and outputs/reporting (and the intended use of the findings) etc. Relevant Buyer's staff shall be made available for meetings and for ongoing dialogue and for providing relevant input.

6.17 We will assign project managers and subject matter experts as appropriate, as well as nominating an overall Contract Manager (and deputy).

6.18 The Buyer can offer the following support per research project, where applicable:

- Provide background and context
- Provide audience insight e.g. information on our customers/stakeholders' preferred channels
- Provide existing data owned by the MHRA e.g. analytics
- Provide internal and external subject matter experts to help with relevant input and to facilitate meetings with customers and stakeholders, including relevant MHRA contacts
- Arrange meetings, as appropriate
- Email existing customer lists with links to electronic surveys using our broadcast email service provider
- Give access to any relevant contacts lists and/or offer some direction to relevant target groups/audiences to assist with participant recruitment.

6.19 The Buyer shall review drafts of research materials, proposed communications and draft outputs/reporting, and may request revisions before approving final versions. We will endeavour to turnaround comments in a timely manner.

6.20 The Buyer shall evaluate the impact, value and return on investment from research projects and the usability of findings/outputs in ensuing campaigns or interventions.

7. Key milestones for implementation and communication

7.1 The Supplier shall provide an implementation plan, with key milestones and timelines, any risks and/or dependencies, and any Buyer input or expected input/support needed from the incumbent supplier to ensure a seamless transfer (if applicable).

7.2 The following milestones for implementation and the ongoing approach to communication shall apply:

Description	Delivery Date
Implementation/kick-off meeting to make introductions and agree overarching expectations and communication process.	Within week 1 of Order Contract Award.
Set up systems and ways of working between the Parties, and agreeing any input/transfer from the incumbent provider (if applicable).	Within week 2 of Order Contract Award.
Commence the Services, starting with a meeting/discussion to take forward our initial pipeline of research projects.	Within weeks 2 and 3 of Order Contract Award.
Review the quality of Services, performance, and Contract Management.	At regular quarterly Progress/ Performance Review Meetings.

7.3 Specific project milestones and timings shall be agreed per research project.

8. Volumes and Location

8.1 The Buyer shall commission research projects on an ad hoc basis as required, with budgets managed flexibly to handle peaks and troughs and variations in demand for research across the duration of the Order Contract; our business needs will dictate the number and type/scale of projects in any given year Redacted under FOIA Redacted under FOIA In most cases we shall endeavour to provide a lead time to each research project of around 4 weeks minimum, however there may be cases where we will need to work to shorter timeframes and would need the Supplier to have the capacity to respond more quickly as needed.

8.2 The Buyer has the following pipeline of initial research projects for commencement after Contract implementation:

- Reputation management omnibus survey (multi-wave);
- Mystery Shopping of our Customer Experience Centre to offer an external check of the quality of service we are providing;

- Pilot patient listening event(s) to help develop and test/implement best practice guidelines on: pay and expenses; conflicts of interest; safeguarding; consents; and post-event information and support etc.

See section 5.7 above for further details.

8.3 There shall be no commitment to commission Services or guarantee of the volume of projects; nor any exclusivity with the appointed Supplier in relation to offering relevant future projects to that Supplier.

8.4 Our research projects will usually cover the whole of the UK, with target/representative samples and quotas defined as required. There may be scope for projects which look to identify marketing trends in specific international markets as well.

8.5 There is no requirement for any of the core research Services to take place from the MHRA's offices; however presentations of the research and findings to a senior level group of MHRA personnel and other stakeholders as appropriate and the Progress/Performance Review Meetings may take place at our Canary Wharf offices or as otherwise agreed including being held virtually.

9. Social Value Commitments

9.1 The Supplier agrees, in providing the required Services and deliverables and performing its obligations under the Order Contract, that it will comply with agreed social value commitments.

10. Continuous Improvement

10.1 The Supplier shall seek service improvements and efficiencies in the delivery of these Services to optimise performance, impacts and value for money throughout the Contract Period. Potential improvements or suggestions shall be reviewed at the regular Progress/Performance Review Meetings.

11. Quality and Standards

11.1 The Supplier and Supplier Staff/resourcing shall be accredited to and/or have individual membership of the MRS or equivalent body. The Supplier should have a code of conduct and code of ethics regulating its research practices, which shall be rigorously applied and complied with. We expect all projects we fund to adhere to the Social Research Association (SRA) ethical guidelines (or equivalent). The Supplier shall ensure its staff explain the reasons for and the intended use of the research and findings and obtain informed consent.

11.2 The research projects/Services must be carried out using all reasonable skill and due diligence, and in accordance with good industry practice. The Supplier shall work to agreed Service Levels which will be regularly monitored. The Supplier shall assure quality is embedded in its delivery to ensure the required Buyer outcomes and objectives are met, and our reputation is not impacted negatively.

11.3 The Supplier should have and maintain robust quality management systems and processes to implement for these Services, equivalent to quality certification ISO 9001 standard and/or other equivalent standard, and may also hold this accreditation or similar.

The Supplier may also hold certification ISO 20252:2019 Market, Opinion and Social Research.

12. Service Levels and Performance

12.1 The Buyer shall monitor and measure the quality of the Supplier's Services and deliverables in general and per research project. The Supplier shall work to agreed Service Levels.

12.2 The following draft Service Levels for monitoring are proposed (we will not be instituting a service credit regime); the Buyer will review alternative proposals and/or metrics to agree a final version (a calculation approach shall also be agreed):

Tasks/Indicators	Targets (timelines may be extended as agreed)	Metric
Acknowledgement of an instruction (an outline project brief may be supplied) for a research project (by email – telephone contact may also be made).	Within 48 hours.	100%
Development of a written proposal per project, including confirmation of method, timelines, charges, and any advice/ recommendations etc.	Within 10 days of instruction.	98%
Sufficient and experienced resourcing (with relevant skills and qualifications) to be made available for the duration of a research project.	To be agreed per research project.	100%
Meet agreed delivery timelines for each research project, and provision of quality outputs.	To be agreed per research project.	99%
Meet agreed Social Value Commitments.	Throughout the Contract.	95%
Secure data handling and processing procedures to safeguard the confidentiality of information/Personal Data.	No suspected or confirmed security breaches involving the Buyer's information/data.	98%
Contract Manager and operational staff available Monday to Friday (excluding bank holidays) 09.00 to 17.00 to take instructions, discuss projects and/or handle queries etc.	Throughout the Contract – in agreed operational/business hours.	100%
Contract Manager attendance at the scheduled	Within the first/last week of each quarter.	100%

Progress/Performance Review Meetings – either virtually or face-to-face if required. (please note ad hoc catch-up/touchpoints will also be arranged – in particular during the course of a research project).		
Submission of Progress/Performance Monitoring Reports. (other ad hoc Management Information may also be requested by the Buyer – the timescales shall be agreed).	Within the first/last week of each calendar month (this may be changed to quarterly).	98%
Acknowledgement of a complaint (by email).	Within 1 Working Day of receipt (a remedial/resolution timetable shall be agreed).	98%
Maintain accreditation to/membership of MRS or equivalent body.	To be maintained (upgraded as appropriate).	97%
All invoices right first time - presented electronically with supporting breakdowns at the agreed times as per the relevant payment terms.	To be submitted as per the agreed payment terms for each research project.	98%

12.3 The Service Levels and performance will be monitored and recorded in the Progress/Performance Monitoring Reports and reviewed and discussed by the Parties at the scheduled quarterly Progress/Performance Review meetings.

13. Security and Data Protection

13.1 The Supplier must have appropriate IT/technology, personnel and procedural security measures in place (including ensuring compliance from any third party providers e.g. data centres) to prevent any unauthorised access to, or misuse or leakage of, the Buyer's information and the data/findings collected on behalf of the Buyer as part of this Contract, and to prevent it being disclosed to any unauthorised parties. The Supplier should have Cyber Essentials certification or equivalent certification https://www.ncsc.gov.uk/cyberessentials/overview, and may also hold ISO 27001: Information Security Management certification.

13.2 The Supplier shall have the capability to encrypt information/data which shall be sent across a network or extracted by electronic means to ensure that the information/data exchanged and transmitted between the Supplier and the Buyer is securely protected in transit.

13.3 The Supplier shall ensure that our information and data (electronic and physical and Personal Data) shall be collected, held and maintained in a secure and confidential manner and in accordance with the Terms of this Contract and in full compliance with

prevailing Data Protection legislation and other relevant standards. The Supplier's systems must be robust to securely hold any information and data, and the resilience of the systems must safeguard the confidentiality and the integrity of information/Personal Data.

13.4 The Supplier should have clear and documented procedures for data handling and the processing (and disposal) of Personal Data. which should be rigorously observed to ensure the protection of the rights of data subjects. The Buyer's preference is for Personal Data not to be transferred outside the UK where possible; however, alternative proposals will be reviewed.

13.5 Order Contract Joint Schedule 11 Processing Data shall be completed as part of the Order Contract.

13.6 Any suspected or confirmed security breaches involving the Buyer's information/data (including the data and findings collected on behalf of the Buyer from fieldwork) must be reported immediately to the Buyer, with details of impact and proposals for mitigation, rectification and preventing recurrence.

13.7 The Supplier shall hold and operate an up-to-date and robust business continuity and disaster recovery plan.

14. Commercial details (invoicing covered in full ITT and in order form above)

14.1 Redacted under FOIA Redacted under FOIA We shall commission research projects on an ad hoc basis as required (noting no guarantee of the volume of projects), with budgets managed flexibly to handle peaks and troughs and variations in demand for Services over the duration of the Order Contract.

14.2 The Buyer requires details of the applicable pricing and rates presented in pounds sterling/GBP excluding VAT. The rates offered should be capped for the maximum Contract Period.

15 Contract Management Arrangements and Meetings

15.1 Each party shall nominate Contract Management representatives to act as the primary contacts; the Buyer will assign a Contract Manager (and deputy) and the Supplier will assign an experienced Contract Manager (and deputy). The relationship between the Parties shall be collaborative, with regular communication.

15.2 The Supplier's Contract Manager shall have relevant industry experience and capacity, and have experience of managing contracts of a similar size and complexity. The Contract Manager shall be considered Key Staff and all reasonable endeavours should be made to ensure continuity throughout the Contract Period.

15.3 The Supplier's Contract Manager's role shall include: responsibility for managing the Contract relationship with the Buyer's representatives including attending the scheduled Progress/Performance Review Meetings and providing the agreed Performance Monitoring Reports/MI; communication; resourcing allocation and management; service planning and continuous improvement; monitoring the quality of performance/Services and for complaint resolution and escalation; and risk and cost management.

15.4 The Supplier shall manage any sub-contractors where used.

15.5 The Parties shall maintain contact with each other by email, telephone and face-to-face channels. Regular ad hoc catch-ups/touchpoints (especially during the course of a research project) and scheduled Progress/Performance Review Meetings shall be arranged (virtual or face-to-face). The Supplier shall provide the Buyer with regular project progress updates, especially at key milestones per each research project.

15.6 On completion of each research project, the Parties shall hold a wash-up meeting to identify what went well, what could be improved upon and any learning points.

15.7 The Supplier shall work to agreed Service Levels. The Buyer has proposed some draft Service Levels in section 12.2 (no service credit regime); the Buyer will review alternative proposals and/or metrics to agree a final version to be included in the Order Contract.

15.8 The Service Levels and performance will be monitored and documented in the Progress/Performance Monitoring Reports, and reviewed and discussed by the Parties at the quarterly Progress/Performance Review Meetings.

15.9 The scheduled Progress/Performance Review Meetings will be the forum for the review by the Parties of the Progress/Performance Monitoring Reports and any ad hoc Management Information (MI), the projected pipeline, suggestions and recommendations for potential continuous improvements, best practice/market trends and emerging issues (although these are the main agenda items – other topics can be included). These meetings shall take place within the first week of each quarter and may be held virtually or at the Buyer's Canary Wharf offices or as otherwise agreed. The Supplier shall minute these meetings.

15.10 The Supplier shall supply the Progress/Performance Monitoring Reports within the first week of each calendar month (may be changed to a quarterly frequency); the content shall be agreed. On occasion, the Buyer may request ad hoc MI to support us (to be provided at no additional cost).

15.11 The Supplier's Contract Manager and operational staff should be contactable Monday to Friday (excluding bank holidays) between 09.00 to 17.00 to take instructions, discuss projects and/or handle queries etc.

15.12 The Supplier shall have in place robust and auditable procedures for logging, investigating, managing, escalating and resolving complaints or issues. The procedure shall allow for the identification and tracking of individual complaints from initiation to resolution.

16. Resourcing/Staff

16.1 The Supplier shall provide a sufficient level of experienced and qualified resourcing for the duration of the Order Contract and to deliver each research project; resourcing should include a good mix of staff and senior representatives (see DPS Role Descriptor grades). The Supplier should have the capacity to scale up resourcing to deal with peaks and cover absences.

16.2 The Supplier shall ensure that all Supplier Staff and any sub-contractors' personnel (if applicable) assigned to the Buyer's Order Contract shall be suitably experienced, skilled and qualified to deliver the Services for which they are employed and their nominated role on the Order Contract.

16.3 Relevant Supplier Staff (and any sub-contractors) shall be informed of the MHRA's vision, culture, objectives/remit and any brand/house style details to build understanding.

16.4 The staff should have been subjected to pre-employment checks in accordance with HMG Baseline Personnel Security Standard (BPSS) – see link https://www.gov.uk/government/publications/government-baseline-personnel-security-standard

16.5 The Supplier's Contract Manager and other key Supplier Staff/representatives shall be considered Key Staff. The Supplier shall not replace Key Staff unless absolutely necessary and shall be discussed with the Buyer; continuity of the team is important. The replacement for a key role, must have the level of qualifications and experience appropriate for that role.