

# Order Form

1. Contract Reference	Con_13270	
2. Date	14/03/2022	
3. Buyer	Secretary of State for Education, Great Smith Street, London	
4. Supplier	CEDR Services Limited 100 St. Paul's Churchyard, London, EC4M 8BU  Company Number: 03271988	
5. The Contract	<p>The Supplier shall supply the deliverables described below on the terms set out in this Order Form and the attached contract conditions ("<b>Conditions</b>") and any [<b>Annex/Annexes</b>].</p> <p>Unless the context otherwise requires, capitalised expressions used in this Order Form have the same meanings as in Conditions.</p> <p>In the event of any conflict between this Order Form and the Conditions, this Order Form shall prevail.</p> <p>Please do not attach any Supplier terms and conditions to this Order Form as they will not be accepted by the Buyer and may delay conclusion of the Contract.</p>	
6. Deliverables	Goods	N/A

	<b>Services</b>	The Department for Education (DfE) require a supplier to provide an independent adjudication service in relation to Ofsted's handling of complaints, including: handling individual complaints, the provision of advice, regular reporting regarding the volume and nature of the complaint and publication of an annual report. The Adjudication Service is independent of Ofsted. Conclusions and the recommendations are independent of both departments (Ofsted and DfE).
<b>7. Specification</b>	The specification of the Deliverables is, as set out in Annex 2 and the supplier's tender dated 23/12/2021.	
<b>8. Term</b>	<p>The Term shall commence on 1<sup>st</sup> April 2022 and the Expiry Date shall be 31<sup>st</sup> March 2025.</p> <p>There will be a DfE option to extend the contract if sufficient budget is available, and the winning bidder provides a good service during the contract lifecycle and the requirement is still required.</p> <p>The terms and conditions of the Contract shall apply throughout any such extended period.</p>	
<b>9. Charges</b>	The Charges for the Deliverables shall be as set out in in Annex 3 / The Supplier's tender dated 23/12/2021.	
<b>10. Payment</b>	<p>The PO number will be automatically generated in Business Central (BC) once the PO has been approved. This PO Requisitioner will then send a PDF copy to the supplier.</p> <p>All invoices received from external suppliers must quote the correct PO number in full.</p> <p>Invoices received without the correct PO number and/or prefix cannot be processed in full and will result in delayed payments.</p> <p>All invoices should be emailed directly from the external supplier to the Accounts Payable team (accounts payable.OCR@education.gov.uk)</p> <p>Any supporting documentation (timesheets, emails etc) also need to be in a PDF format, ensuring that the actual invoice is present on the first page.</p> <p>The requestor may ask the supplier to copy them into the email, for your own reference/records, but it is imperative that the supplier directly sends a PDF copy of the invoice to the mailbox listed above.</p> <p>If you have a query regarding an outstanding payment, please contact our Accounts Payable section on the email above or to</p> <p><a href="mailto:Lesley.hollick@education.gov.uk">Lesley.hollick@education.gov.uk</a></p>	

	between 09:00-17:00 Monday to Friday.
<b>11. Buyer Authorised Representative (s)</b>	For general liaison your contact will continue to be  or, in his absence,
<b>12. Address for notices</b>	<b>Buyer:</b>  <b>Supplier:</b>
<b>13. Key Personnel</b>	<b>Buyer:</b>  <b>Supplier:</b>  <b>Day-to-Day Contact:</b>
<b>14. Procedures and Policies</b>	For the purposes of the Contract see Annex 4 which provides either a link or the policy standard expected for four issues: - National Security Vetting; Data Compliance: Equality guidance and Social Value guidance.  The Buyer may require the Supplier to ensure that any person employed delivery of the Deliverables has undertaken a Disclosure and Barring Service check. The Supplier shall ensure that no person who discloses that he/she has a conviction that is relevant to the nature of the Contract, relevant to the work of the Buyer, or is of a type otherwise advised by the Buyer (each such conviction a " <b>Relevant Conviction</b> "), or is found by the Supplier to have a Relevant Conviction (whether as a result of a police check, a Disclosure and Barring Service check or otherwise) is employed or engaged in the provision of any part of the Deliverables.

Signed for and on behalf of the <b>Supplier</b>	Signed for and on behalf of the <b>Buyer</b>
Name:	Name:
Date:	Date:
Signature:	Signature:

# Annex 1 – Processing, Personal Data and Data Subjects

This Schedule 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 Schedule shall be with the Controller at its absolute discretion.

1. The contact details of the Controller's Data Protection Officer is:
2. The contact details of the Processor's Data Protection Officer is:
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 Schedule.

Description	Details
Identity of the Controller and Processor	The Parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the Controller and the Contractor is the Processor in accordance with Schedule 8 Clause 1.1.
Subject matter of the processing	The processing is needed in order to ensure that the Processor can effectively deliver the contract to provide a service as an independent complaints adjudicator for Ofsted.
Duration of the processing	For the duration of the agreement – 01/004/2022 – 31/03/2025 initially, with a possible extension of twelve months to 31/03/2026.
Nature and purposes of the processing	The nature of the processing includes collection, recording, structuring, storage, adaptation, restriction, erasure or destruction of data. The purposes include assessment of individual complaints to fulfill the contractual requirements.
Type of Personal Data	Names, addresses and email addresses
Categories of Data Subject	Relevant complaints about Ofsted's processes
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 data will be retained for the duration of the contract and destroyed at the end of the contract term.

# Annex 2 – Specification

## SPECIFICATION

### Scope

1.1 The Department for Education (DfE) require a supplier to provide an independent adjudication service in relation to Ofsted's handling of complaints including: handling individual complaints, the provision of advice, regular reporting regarding the volume and nature of the complaint and publication of an annual report. The Adjudication Service is independent of Ofsted. Conclusions and the recommendations are independent of both departments (Ofsted and DfE).

1.2 The supplier will refer to the service as the Independent Complaints Adjudication Service for Ofsted (ICASO) and is required to identify themselves as the supplier of this service and provide information regarding the service with a webpage that can be referred to on Ofsted's webpage.

1.3 DfE require the supplier to review Ofsted's handling of individual complaints where the complainant remains dissatisfied after Ofsted's internal complaints process has been exhausted. The role of the ICASO service is to review and adjudicate on Ofsted's handling of complaints concerning the work of Ofsted and offer written impartial findings and recommendations to complainants and the Chief Inspector.

1.4 The supplier must only review the handling of any complaint and is not required to review any of Ofsted's decisions during its operational duties that may be the subject of any complaint.

1.5 The supplier must provide a process that is transparent, operates to clear time lines and keeps the complainant and Ofsted informed of the progress with the review.

1.6 The supplier is required to collate all information from the complainant, request the complaint information from Ofsted, ensure that there is the opportunity for the complainant to comment on Ofsted's summary of the complaint, and for Ofsted to respond to comments from the complainant in relation to the summary. The supplier can also refer to information regarding policy and procedures held on Ofsted's website. Sometimes there may be a need for face-to-face meetings to be held between the supplier and complainants to discuss individual cases.

1.7 The ICASO will review Ofsted's handling of complaints about its work from any member of the public. The vast majority of complaint cases are linked to Ofsted's inspection and regulatory work, including:

- complaints about the conduct of Ofsted's staff (including contracted staff working on behalf of Ofsted),
- the implementation of inspection and regulatory procedures and subsequent reporting following inspection,
- maladministration (for example, mistakes and delays)

1.8 The ICASO will review the quality of responses provided to the complainant and the management of the complaints procedure. Importantly, the ICASO cannot overturn the judgement of Ofsted inspectors, nor can it award any financial damages or compensation.

1.9 The ICASO cannot accept complaints from Ofsted staff, contractors or agents of the inspectorate. Nor can it look at complaints about government policy, the content of legislation, funding or contracting, or where there are clear rights of appeal through a court or tribunal.

1.10 Where it is not clear whether a case is within the ICASO's remit, Ofsted will discuss this with the ICASO. The starting point will be the premise that the ICASO may review unless there are good reasons not to. The final decision on matters of jurisdiction rests with the DfE.

1.11 The number of cases referred to the ICASO varies but it is currently in the region of 25 cases per year.

- In 2018 ICASO issued 26 reports
- In 2019 ICASO issued 13 reports
- In 2020 ICASO issued 17 reports.

## **2 Purpose**

2.1 The supplier must establish and maintain an external website for the role of the ICASO during the length of the contract. This is to ensure that complaints can be referred independently of Ofsted. The website must include information on eligibility, background about the process, information about the supplier, contact details and annual reports.

2.2 The information on the webpage must include:

- Details regarding the role of the ICASO and the supplier providing this role
- When a complaint is regarded as eligible for referral
- How to refer a complaint for independent review
- What information must be included when referring a complaint
- How a complaint will be managed
- The timescales
- Contact details
- Annual reports

2.3 The supplier will make the reports and data held on the website available to Ofsted at the end of the contract when requested.

2.4 The service requirement, relating to complaints handling, has been separated into three stages, Part A Receiving, Recording and Validating a complaint, Part B The Adjudication Review and Report and Part C Post Adjudication Action. Although each part has distinct timeframes there is an overall requirement that each referral will be complete within three months, unless otherwise agreed.

2.5 Part A - Receiving, Recording and Validating a Complaint.

2.6 The supplier is required to provide a service to include:

- Receiving and recording the complaint ensuring that the correct details

regarding the date of receipt, the complainant and the reason for the complaint referral are captured.

- Acknowledging receipt of the complaint to the complainant within two working days of receipt.
- Ensuring that all complaint referral information, including supporting documents are received from the complainant e.g. stated attachments.
- Confirming the eligibility of the complaint with Ofsted within five working days of receipt.
- Advising the complainant if the complaint is accepted for adjudication or not, following eligibility checks within seven days of receipt of the complaint. This should include information regarding what happens next and when the complainant should next be expected to be contacted.
- Providing a copy of the complaint referral with all information from the complainant to Ofsted within seven days of receipt.
- Requesting a complaint summary and documents from Ofsted within seven days of receipt of the complaint where a complaint referral is deemed eligible.

## 2.7 Part B – The Adjudication Review and Report.

Ofsted will provide a summary of the complaint and other relevant documents for the ICASO. This will include background to the complaint, incoming complaint submissions and responses from Ofsted, plus inspection reports and additional key correspondence (where relevant). Ofsted would normally provide this information to the ICASO within 20 working days from its request.

Following receipt of the complaint summary from Ofsted;

- The supplier must share this with the complainant for information and to give them the opportunity to comment.
- The supplier must also ensure that it provides Ofsted with the opportunity to respond to any comments from the complainant in relation to Ofsted's complaint summary.
- The supplier must ensure that all comments in relation to the complaint summary are taken into account before issuing the Adjudication Report.
- On receipt of final comments or following the deadline date the supplier has provided to the complainant and Ofsted within which to respond to the summary, the supplier is required to consider the complaint in full and then issue a report with outcomes, including brief appropriate recommendations, if necessary, to both the complainant and Ofsted.
- In its adjudication reports, the supplier will provide general advice and recommendations to Ofsted arising from its review of the handling of complaints in order to improve Ofsted's systems and procedures related to complaints handling. Outside of individual case reviews, the supplier will also provide advice and insight on Ofsted's complaints procedure, when requested by Ofsted.
- The style, content and length of the final written adjudication report currently completed will be reviewed with the successful tenderer with a view to ensuring



that these are concise and within the scope of the ICASO. Reports are normally between four-eight pages in length.

## 2.8 Part C – Post Adjudication Action

Her Majesty's Chief Inspector (HMCI) will normally respond to the ICASO within 20 working days of the adjudication report, outlining whether any ICASO recommendations have been accepted and, if so, the action Ofsted will take to address them. Following this the supplier is to ensure that Ofsted's response is shared with the complainant within five working days of the date on HMCI's letter.

2.9 The supplier will produce an annual report at the end of each calendar year based on its handling of cases in that period. The final report must be published by the ICASO on its website by 31 March of the following year.

2.10 A draft of the annual report must be provided for comment to the DfE and Ofsted, one calendar month prior to the final publication.

2.11 The supplier will produce a quarterly performance report for the DfE and Ofsted which includes a breakdown of information on case numbers, time spent on cases, types of cases, sector breakdown, and case studies.

2.12 The supplier will participate in quarterly service review meetings with DfE officials and quarterly meetings with Ofsted to discuss complaints reviewed and the service provided.

## 2.13 KPI Performance Standards

ICASO to check eligibility of complaint with Ofsted within five working days of receipt of the complaint referral.	98%
Adjudication reports to be provided within 25 days of receipt of Ofsted's complaint summary	98%
Recommendations made must fall within the scope of the ICASO	99%
Adjudication reports must be completed within three months of receiving the complaint referral, unless otherwise agreed.	98%
Quarterly performance reports are produced and submitted on the dates agreed	98%
Annual Reports are submitted to Ofsted for comments one month prior to publication	99%
Annual Reports are published on the ICASO website by 31 March each year.	99%

## Process flow for ICASO complaint adjudication

### **Part A Receiving and recording information**

Complainants who remain dissatisfied after exhausting Ofsted's internal complaints process can refer their complaint externally to ICASO within three months of receipt of their internal review (Step three) outcome letter from Ofsted.

<p>Day zero: The ICASO receives complaint referral</p> <p>Within two working days:</p> <ul style="list-style-type: none"> <li>• The ICASO acknowledges receipt of the complaint referral to the complainant</li> </ul> <p>Within five working days:</p> <ul style="list-style-type: none"> <li>▪ The ICASO checks eligibility with Ofsted.</li> <li>▪ The ICASO records complaint referral.</li> <li>▪ The ICASO collates all complaint referral information including all supporting documentation.</li> </ul> <p>Within seven working days:</p> <ul style="list-style-type: none"> <li>▪ The ICASO writes to the complainant acknowledging receipt of complaint referral and advising them if it will be taken forward for review.</li> <li>▪ The ICASO provides a copy of the complaint referral to Ofsted.</li> <li>▪ The ICASO requests a complaint summary and documents from Ofsted – this will include background to the complaint, incoming complaint submissions and responses from Ofsted, plus inspection reports and additional key correspondence (where relevant). Ofsted will normally respond within 20 working days to complete, collate and send this information to ICASO.</li> </ul>
<p><b>Part B</b></p> <p><b>The adjudication review and report</b></p> <p>Upon receipt of the complaint summary from Ofsted:</p> <ul style="list-style-type: none"> <li>▪ The ICASO will share the complaint summary with the complainant for any further comment.</li> <li>▪ The ICASO will then share any comments from the complainant with Ofsted , providing an opportunity to respond.</li> <li>▪ Review the complaint information and relevant information on Ofsted's website, when appropriate.</li> <li>▪ On receipt of final comments or following the deadline date, the ICASO will consider the complaint in full and provide an Adjudication report within 25 working days of the receipt of the Ofsted complaint summary.</li> </ul>
<p><b>Part C – Post Adjudication Action</b></p> <ul style="list-style-type: none"> <li>▪ Her Majesty's Chief Inspector (HMCI) will normally respond to the ICASO within 20 working days of receiving the adjudication report, outlining whether any ICASO recommendations have been accepted and, if so, the action Ofsted will take to address them.</li> </ul>

- The ICASO will share Ofsted's response with the complainant within five working days of the date on HMCI's letter. Ofsted may follow this up with a letter to the complainant where relevant (such as where further action has been taken by Ofsted), within 20 working days of HMCI's letter.

## **Annex 3 – Charges**

# Annex 4 – Policies and Procedures

## Data Vetting

[Government baseline personnel security standard - GOV.UK \(www.gov.uk\)](https://www.gov.uk/government/baseline-personnel-security-standard)

## Data Protection

<https://ico.org.uk/for-organisations/guide-to-data-protection/guide-to-the-general-data-protection-regulation-gdpr/>

## Commercial Policy Guidance – Equality Guidance

### Overview

*When conducting procurement activities, central Government departments and their agencies must ensure that they meet their legal obligations under the Equality Act 2010 and its associated Public Sector Equality Duty in a way that is consistent with the Government's value for money policy and relevant public procurement law.*

### *What is the Public Sector Equality Duty?*

*The PSED is contained within section 149 of the Equality Act 2010. It requires those public bodies which are subject to the duty, to have due regard to the three aims of the duty:*

- Eliminate unlawful discrimination, harassment, victimisation and any other conduct prohibited by the Act;*
- Advance equality of opportunity between people who share a protected characteristic and people who do not share it; and*
- Foster good relations between people who share a protected characteristic and people who do not share it.*

### *How is this relevant to procurement?*

*The PSED should help to ensure that public goods and services are accessible to, and meet the diverse needs of all users to ensure that no one group is disadvantaged in accessing public goods and services. This is particularly the case where services are being procured which will be delivered on DfE premises, and/or are employee or public/school facing (see the note in the annex Part 1). You must:*

- Consider at the earliest stage whether an Equality Impact Assessment is required and undertake one where required*

- Decide who you need to consult to identify any matters that need to be taken into account during the procurement process*
- Develop your specification to ensure suitability, accessibility and design for all users. Remember to consider issues that may affect age, disability, gender, gender re-assignment, race, religion and belief or sexual orientation*

*Notwithstanding value for money requirements, there is scope to include social issues in public procurement, providing that they:*

- are relevant to the subject matter of the contract;*

- do not undermine the need to secure value for money for the contracting authority in awarding the contract;
- are non-discriminatory and transparent – ensure in particular that SMEs are not disadvantaged.

More information is in the annex (stages at which you can take steps to support the PSED) and in Procurement Policy Note 01/13.

## Annex Part 1

Stage Steps which must be taken Steps which may be taken

*Pre-procurement* Carry out an equality impact assessment (EIA) where required to include the procurement outcomes

*Specification* Ensure this reflects your EIA and is clear about expectations on equality matters Consult any stakeholder groups on the specification content

### Market

*engagement* Emphasise any specific requirements which must be met as a condition of the specification, and our/Government expectations on equality matters generally

*Selection* Include some/all of the optional Equality questions where the services are employee or public/school facing Consider whether any additional questions are appropriate on a project specific basis (see note below)

*Evaluation* Where the equality implications are important and it is relevant and proportionate to the services being procured, include a question/method statement specifically for equality/social value Part 2 of this annex provides some possible questions and considerations

### Contract terms

*and conditions* Ensure you use DfE standard terms and conditions which include specific obligations to comply with the law and not to discriminate.

### Contract

*mobilisation/implementation* Check that your supplier has implemented any equality related obligations or tender promises as part of their implementation plan

### Contract

*management* Include as part of your periodic review a check that all equality related requirements are being met Ask further questions around support and training within the organisation and suggest collaboration/activity to improve practices

*SRM* Consider wider action such as joint provision of training/awareness/CSR

*Note:* Use of the optional selection questions and/or criteria at evaluation stage will be determined by assessment of the following (but ensure SMEs are not disadvantaged by the requirements set)

- *Whether the contract involves substantial and personal contact with DfE staff, public or pupils/students*
- *Whether the contract involves purchase of services which contain key specific requirements identifying one or more groups with protected characteristics under the Equality Act 2010*

## *Annex Part 2*

*Tender stage assessment – appropriate where relevant and proportionate to the contract being procured, (some are only appropriate for higher value procurements where larger organisations are likely to tender (you should not disadvantage SME organisations)). Possible examples include:*

*Specific questions as to how the supplier will ensure all service recipients are encouraged and able to access services provided under the contract (eg where we have evidence that services to pupils/schools are not taken up by certain groups)*

*Method statement - Please provide evidence how your organisation operates appropriate arrangements (including training and guidance) to ensure that equality and diversity is embedded within your organisation? [include reference to the following as applicable]*

- *Both service delivery and employment*
- *Recruitment, selection, training, promotion, discipline & dismissal*
- *Identification of senior positions with responsibility for policy & implementation*
- *How policy is communicated to staff, users and customers*
- *How you monitor the delivery of their policy/statement*
- *Implementation of policy in the contractors & suppliers recruitment practices. Job adverts*
- *Regular review of policy / statement*
- *Monitoring and review of data of applicants, age, disability, gender, gender re-assignment, race, religion and belief, sexual orientation.*
- *Training of persons involved in recruitment and selection*
- *Action taken to address under-representation*
- *How they commit to the policies at all levels*
- *How they will deliver the statement in their supply chain*

*Method statement - Under the Equality Act 2010, the DfE has specific duties to ensure due regard is taken of the following: eliminate unlawful discrimination, harassment and victimisation, and foster good relations between different communities. Please indicate how your company/organisation would seek to support the DfE in these duties.*

*Method statement on training and compliance with DfE equality and office access policies where services involve significant service delivery on DfE premises.*

*Communicating with Suppliers - In your communication with suppliers it is important to stress that a commitment to DfE's equality objectives is not just meeting the legal requirements of the Equality Act 2010 and the Public Sector Equality Duty. Equality and diversity, it is about going further to tackle inequality in the UK and is central to meeting the DfE's vision: to provide children's services, education and skills training that ensures opportunity is equal for all, no matter background, family circumstances, or need. Suppliers wishing to do business with us should understand our expectation that they support and endorse our commitment to Diversity & Inclusion and take positive steps in their own organisation to demonstrate this.*

## **Social Value**

### Commercial Policy Guidance – Social Value in Procurement

Summary and Purpose: Procurement Policy Note PPN 06/20 – taking account of social value in the award of central government contracts - launches a new model to deliver social value through government's commercial activities. It applies to contracts within the scope of Part 2 of the Public Contracts Regulations 2015. This means that all contracts above threshold are in scope, however you can choose to voluntarily apply it outside of these parameters.

This guidance must be applied to all procurements advertised from the 1st January 2021 but does not need to be applied retroactively.

In addition to the PPN, there is the Social Value Model, the associated Guidance and a quick reference table.

Furthermore, the Model Services Contract has been updated to reflect the increasing profile of social value in public sector procurement. There is further information on this in the Model Services Contract Guidance.

This new model helps us meet:

· The Public Services (Social Value) Act 2012 · The United Nations Sustainable Development Goals · The Civil Society Strategy

It can help us meet: · The Public Sector Equality Duty (PSED) in the Equality Act 2010. Note PSED and its requirements are non-negotiable in all contracts.

What the Model does The Model establishes common commercial objectives for social value. These focus on a set of strategic themes and related policy outcomes which reflect agreed cross-government priorities.

Simplicity and consistency are the basis of the Model; it minimises changes in procedure whilst allowing users to maximise social impact. The Model:

- makes best use of existing skills and processes that contracting authorities and tenderers are used to
- provides ready-to-use model questions, award criteria, sub-criteria and metrics
- promotes consistency for tenderers and suppliers; and
- sets out clear standards whilst enabling more mature commercial teams to reach higher



You may develop your own evaluation questions, rather than using those provided in the Model, however, you must ensure that any benefit identified as social value in tenders or contracts under this policy is over and above the core deliverable/s of the tender or the contract.

The quick reference table is the document you will find most useful in practically applying the model. We have been encouraged to use this to “drag and drop” applicable ‘SV Model Award Criteria’, ‘Response Guidance’ and ‘Reporting Metrics’.

Action you must take:

- Ensure there is collaboration between commercial and policy teams and any other relevant stakeholders at the earliest possible stage to identify the optimum mix of policy outcomes for the organisation and its delivery of social value. The Commercial Policy Team has provided a slide which you might find useful to use during early conversations with your customers
- Apply the Model to all above-threshold procurements within the scope of Part 2 of the Public Contracts Regulations 2015.

How the Model Works:

There are 5 themes and 8 associated policy outcomes, see below:

Theme Policy Outcome(s)

COVID-19 recovery Help local communities to manage and recover from the impact of COVID-19

Tackling economic

inequality Create new businesses, new jobs and new skills Increase supply chain resilience and capacity

Equal opportunity Reduce the disability employment gap Tackle workforce inequality

Fighting climate

change Effective stewardship of the environment

Wellbeing Improve health and wellbeing Improve community integration Each policy outcome within the Model has been designed so that users can easily assess and evaluate the relevant social value offered in tenders and manage the social value delivered in contracts. The Model provides detailed information relating to each policy outcome, including:

- Model Evaluation Questions
- Model Response Guidance for tenderers
- Model Award Criteria and Sub-Criteria
- Reporting Metrics

When deciding which policy outcomes apply to a procurement, users will need to carefully consider, in the context of the procurement:

- whether the Model Award Criteria and Sub-Criteria, Model Evaluation Questions and Reporting Metrics associated with each policy outcome are related to the subject matter of the contract
- whether they are proportionate to the contract, and
- whether their application will ensure compliance with the principles of equal treatment and non-discrimination.

As far as possible, the criteria are designed to be ready to use with little or no modification. This will reduce the burden on commercial teams and provide consistency for the supplier community. However, if users find that one or more of the Model Award Criteria are not relevant to the subject matter of the contract or proportionate, they can adapt them from the tender document. Users can consider the Model Award Criteria listed as a menu of options to select from.

### Adding policy outcomes to the Social Value Model

Where there is an opportunity to contribute to the delivery of specific objectives related to our strategy and operations, additional policy outcomes may be added. However, this must not be instead of applying the Social Value Model. In exceptional cases, none of the existing policy outcomes may apply, and in those instances additional policy outcomes may be developed. You must ensure that they are designed to mirror the approach and style used in the Model to ensure a consistent message to the supplier base. Note that while you can add policy outcomes you cannot change the ones already present.

### Applying a 10% minimum weighting for social value

Under the Model, a minimum overall weighting for social value of 10% of the overall score at award stage is mandated whenever any of the social value policy outcomes are included in the procurement. For example, the contracting authority might split the weightings as 30% for price, 60% for quality and 10% for social value. You may go higher than the 10% where appropriate.

### Frameworks Agreements

The Social Value Model should be used to procure framework agreements. If social value is to be included as criteria at call-off stage:

- this must be explicitly provided for in the framework agreement - it should not be used if it was not part of the criteria for the framework agreement
- there should be no duplication of questions set in the procurement documentation for the framework agreement

The stages for the evaluation of tenders, is as follows:

- Framework level (by the contracting authority establishing the framework), then 'call off' by the buyers named in the published contract notice, through either:
  - o further competition, or
  - o where permitted, direct award

### Dynamic Purchasing Systems (DPS)

When establishing a DPS you should consider social value as part of looking at technical and professional abilities, where social value is proportionate and relevant to the subject matter of the contract. This could be in the format of a Pass/Fail question and the contracting authority should make it clear to tenderers that this is a condition for gaining a place on the DPS.

When undertaking a call for competition, buyers should evaluate social value following the standard procedure.

### Model Award Criteria and Reporting Metrics

For each policy outcome the Model includes Model Award Criteria and Reporting Metrics. Reporting Metrics are the numeric outputs related to how the supplier will deliver the quantitative aspects of social value under the contract, e.g. the number of full-time equivalent employment opportunities created by the supplier in the contract supply chain in the performance of the contract.

It is essential that any Award Criteria and Reporting Metrics used are clearly linked to the social value deliverables in the tenderer's proposal for the particular contract, NOT their general corporate policies already in existence.

It is by collecting, recording and monitoring these SV KPIs throughout the contract lifespan that the contracting authority and the contractor will determine whether the contract is achieving its social value objectives. See the toolkit document "Reporting KPI Guidance".

### Social Value KPI reporting for government's most important contracts

As part of the policy requiring departments to publish quarterly KPI performance for government's most important contracts, you must also submit quarterly reports on the prime contractor's performance against the most important single Social Value KPI to Cabinet Office. This KPI choice must be defensible and an audit trail of the reason for its choice kept. This SV KPI will be in addition to the three KPIs already being reported, making four KPIs in total. More guidance can be found in the toolkit document "Reporting KPI Guidance".

### Social Value KPI reporting thresholds

Performance will be rated as one of the following:

- Good. The supplier is meeting or exceeding the SV KPI targets that are set out within the contract
- Approaching Target. The supplier is close to meeting the SV KPI targets that are set out within the contract
- Requires Improvement. The performance of the supplier is below that of the SV KPIs targets that are set out within the contract
- Inadequate. The performance of the supplier is significantly below that of the SV KPIs targets that are set out within the contract
- Recorded elsewhere. Data that is published by the department separately (a link should be provided)

What training do staff need to undertake?

All commercial staff should undertake the following training:

- Completing the 'Social Value for Commercial Success' mandatory online training course, available on the Government Commercial College website, and
- Attending an on-line learning event organised in conjunction with

Cabinet Office or watching the session hosted on the Capability Teams Channel [here](#)

Compliance support

The following systems are in place to monitor in-scope organisations in ensuring compliance:

- The Cabinet Office Controls Team will monitor that in-scope organisations apply the Model when the team conducts the spend controls process.
- The Public Procurement Review Service will conduct spot checks to ensure in-scope organisations apply the Model in all relevant procurements.

# Short form Terms

## 1. Definitions used in the Contract

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

<b>"Central Government Body"</b>	means a body listed in one of the following subcategories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics: a) Government Department; b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal); c) Non-Ministerial Department; or d) Executive Agency;
<b>"Charges"</b>	means the charges for the Deliverables as specified in the Order Form;
<b>"Confidential Information"</b>	means all information, whether written or oral (however recorded), provided by the disclosing Party to the receiving Party and which (i) is known by the receiving Party to be confidential; (ii) is marked as or stated to be confidential; or (iii) ought reasonably to be considered by the receiving Party to be confidential;
<b>"Contract"</b>	means the contract between (i) the Buyer and (ii) the Supplier which is created by the Supplier's counter signing the Order Form and includes the Order Form and Annexes;
<b>"Controller"</b>	has the meaning given to it in the GDPR;
<b>"Buyer"</b>	means the person identified in the letterhead of the Order Form;
<b>"Date of Delivery"</b>	means that date by which the Deliverables must be delivered to the Buyer, as specified in the Order Form;
<b>"Buyer Cause"</b>	any breach of the obligations of the Buyer or any other default, act, omission, negligence or statement of the Buyer, of its employees, servants, agents in connection with or in relation to the subject-matter of the Contract and in respect of which the Buyer is liable to the Supplier;
<b>"Data Protection Legislation"</b>	(i) the GDPR, the LED and any applicable national implementing Laws as amended from time to time (ii) the Data Protection Act 2018 to the extent that it relates to processing  of personal data and privacy; (iii) all applicable Law about the processing of personal data and privacy;

<b>"Data Protection Impact Assessment"</b>	an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data;
<b>"Data Protection Officer"</b>	has the meaning given to it in the GDPR;
<b>"Data Subject"</b>	has the meaning given to it in the GDPR;
<b>"Data Loss Event"</b>	any event that results, or may result, in unauthorised access to Personal Data held by the Supplier under this Contract, and/or actual or potential loss and/or destruction of Personal Data in breach of this Contract, including any Personal Data Breach;
<b>"Data Subject Access Request"</b>	a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data;
<b>"Deliver"</b>	means hand over the Deliverables to the Buyer at the address and on the date specified in the Order Form, which shall include unloading and any other specific arrangements agreed in accordance with Clause [ ]. Delivered and Delivery shall be construed accordingly;
<b>"Existing IPR"</b>	any and all intellectual property rights that are owned by or licensed to either Party and which have been developed independently of the Contract (whether prior to the date of the Contract or otherwise);
<b>"Expiry Date"</b>	means the date for expiry of the Contract as set out in the Order Form;
<b>"FOIA"</b>	means the Freedom of Information Act 2000 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation;
<b>"Force Majeure Event"</b>	any event, occurrence, circumstance, matter or cause affecting the performance by either Party of its obligations under the Contract arising from acts, events, omissions, happenings or non-happenings beyond its reasonable control which prevent or materially delay it from performing its obligations under the Contract but excluding: i) any industrial dispute relating to the Supplier, the Supplier Staff (including any subsets of them) or any other failure in the Supplier or the Subcontractor's supply chain; ii) any event, occurrence, circumstance, matter or cause which is attributable to the wilful act, neglect or failure to take reasonable precautions against it by the Party concerned; and iii) any failure of delay caused by a lack of funds;
<b>"GDPR"</b>	the General Data Protection Regulation (Regulation (EU) 2016/679);
<b>"Goods"</b>	means the goods to be supplied by the Supplier to the Buyer under the Contract;

<b>"Good Industry Practice"</b>	standards, practices, methods and procedures conforming to the law and the exercise of the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged within the relevant industry or business sector;
<b>"Government Data"</b>	a) the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, including any of the Buyer's confidential information, and which: i) are supplied to the Supplier by or on behalf of the Buyer; or ii) the Supplier is required to generate, process, store or transmit pursuant to the Contract; or b) any Personal Data for which the Buyer is the Data Controller;
<b>"Information"</b>	has the meaning given under section 84 of the FOIA;
<b>"Information Commissioner"</b>	the UK's independent authority which deals with ensuring information relating to rights in the public interest and data privacy for individuals is met, whilst promoting openness by public bodies;
<b>"Insolvency Event"</b>	in respect of a person: a) if that person is insolvent; ii) if an order is made or a resolution is passed for the winding up of the person (other than voluntarily for the purpose of solvent amalgamation or reconstruction); iii) if an administrator or administrative receiver is appointed in respect of the whole or any part of the persons assets or business; iv) if the person makes any composition with its creditors or takes or suffers any similar or analogous action to any of the actions detailed in this definition as a result of debt in any jurisdiction;
<b>"Key Personnel"</b>	means any persons specified as such in the Order Form or otherwise notified as such by the Buyer to the Supplier in writing;
<b>"LED"</b>	Law Enforcement Directive (Directive (EU) 2016/680);
<b>"New IPR"</b>	all and intellectual property rights in any materials created or developed by or on behalf of the Supplier pursuant to the Contract but shall not include the Supplier's Existing IPR;
<b>"Order Form"</b>	means the letter from the Buyer to the Supplier printed above these terms and conditions;
<b>"Party"</b>	the Supplier or the Buyer (as appropriate) and "Parties" shall mean both of them;
<b>"Personal Data"</b>	has the meaning given to it in the GDPR;
<b>"Personal Data Breach"</b>	has the meaning given to it in the GDPR;
<b>"Processor"</b>	has the meaning given to it in the GDPR;

<b>"Purchase Order Number"</b>	means the Buyer's unique number relating to the order for Deliverables to be supplied by the Supplier to the Buyer in accordance with the terms of the Contract;
<b>"Regulations"</b>	the Public Contracts Regulations 2015 and/or the Public Contracts (Scotland) Regulations 2015 (as the context requires) as amended from time to time;
<b>"Request for Information"</b>	has the meaning set out in the FOIA or the Environmental Information Regulations 2004 as relevant (where the meaning set out for the term "request" shall apply);
<b>"Services"</b>	means the services to be supplied by the Supplier to the Buyer under the Contract;
<b>"Specification"</b>	means the specification for the Deliverables to be supplied by the Supplier to the Buyer (including as to quantity, description and quality) as specified in the Order Form;
<b>"Staff"</b>	means all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any sub-contractor of the Supplier engaged in the performance of the Supplier's obligations under the Contract;
<b>"Staff Vetting Procedures"</b>	means vetting procedures that accord with good industry practice or, where applicable, the Buyer's procedures for the vetting of personnel as provided to the Supplier from time to time;
<b>"Subprocessor"</b>	any third Party appointed to process Personal Data on behalf of the Supplier related to the Contract;
<b>"Supplier Staff"</b>	all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any Subcontractor engaged in the performance of the Supplier's obligations under a Contract;
<b>"Supplier"</b>	means the person named as Supplier in the Order Form;
<b>"Term"</b>	means the period from the start date of the Contract set out in the Order Form to the Expiry Date as such period may be extended in accordance with clause [ ] or terminated in accordance with the terms and conditions of the Contract;
<b>"US-EU Privacy Shield Register"</b>	a list of companies maintained by the United States of America Department for Commerce that have self-certified their commitment to adhere to the European legislation relating to the processing of personal data to non-EU countries which is available online at: <a href="https://www.privacyshield.gov/list">https://www.privacyshield.gov/list</a> ;
<b>"VAT"</b>	means value added tax in accordance with the provisions of the Value Added Tax Act 1994;



**"Workers"** any one of the Supplier Staff which the Buyer, in its reasonable opinion, considers is an individual to which Procurement Policy Note 08/15 (Tax Arrangements of Public Appointees) (<https://www.gov.uk/government/publications/procurementpolicy-note-0815-tax-arrangements-of-appointees>) applies in respect of the Deliverables;

**"Working Day"** means a day (other than a Saturday or Sunday) on which banks are open for business in the City of London.

## **2. Understanding the Contract**

In the Contract, unless the context otherwise requires:

- 2.1 references to numbered clauses are references to the relevant clause in these terms and conditions;
- 2.2 any obligation on any Party not to do or omit to do anything shall include an obligation not to allow that thing to be done or omitted to be done;
- 2.3 the headings in this Contract are for information only and do not affect the interpretation of the Contract;
- 2.4 references to "writing" include printing, display on a screen and electronic transmission and other modes of representing or reproducing words in a visible form;
- 2.5 the singular includes the plural and vice versa;
- 2.6 a reference to any law includes a reference to that law as amended, extended, consolidated or re-enacted from time to time and to any legislation or byelaw made under that law; and
- 2.7 the word 'including', "for example" and similar words shall be understood as if they were immediately followed by the words "without limitation".

## **3. How the Contract works**

- 3.1 The Order Form is an offer by the Buyer to purchase the Deliverables subject to and in accordance with the terms and conditions of the Contract.
- 3.2 The Supplier is deemed to accept the offer in the Order Form when the Buyer receives a copy of the Order Form signed by the Supplier.
- 3.3 The Supplier warrants and represents that its tender and all statements made and documents submitted as part of the procurement of Deliverables are and remain true and accurate.

## **4. What needs to be delivered**

### **4.1 All Deliverables**

- (a) The Supplier must provide Deliverables: (i) in accordance with the Specification; (ii) to a professional standard; (iii) using reasonable skill and care; (iv) using Good Industry Practice; (v) using its own policies, processes

and internal quality control measures as long as they don't conflict with the Contract; (vi) on the dates agreed; and (vii) that comply with all law.

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

#### **4.2 Goods clauses**

- (a) All Goods delivered must be new, or as new if recycled, unused and of recent origin.
- (b) All manufacturer warranties covering the Goods must be assignable to the Buyer on request and for free.
- (c) The Supplier transfers ownership of the Goods on completion of delivery (including off-loading and stacking) or payment for those Goods, whichever is earlier.
- (d) Risk in the Goods transfers to the Buyer on delivery, but remains with the Supplier if the Buyer notices damage following delivery and lets the Supplier know within three Working Days of delivery.
- (e) The Supplier warrants that it has full and unrestricted ownership of the Goods at the time of transfer of ownership.
- (f) The Supplier must deliver the Goods on the date and to the specified location during the Buyer's working hours.
- (g) The Supplier must provide sufficient packaging for the Goods to reach the point of delivery safely and undamaged.
- (h) All deliveries must have a delivery note attached that specifies the order number, type and quantity of Goods.
- (i) The Supplier must provide all tools, information and instructions the Buyer needs to make use of the Goods.
- (j) The Supplier will notify the Buyer of any request that Goods are returned to it or the manufacturer after the discovery of safety issues or defects that might endanger health or hinder performance and shall indemnify the Buyer against the costs arising as a result of any such request.
- (k) 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.
- (l) The Supplier must at its own cost repair, replace, refund or substitute (at the Buyer's option and request) any Goods that the Buyer rejects because they don't conform with clause 4.2. If the Supplier doesn't do this it will pay the Buyer's costs including repair or re-supply by a third party.
- (m) The Buyer will not be liable for any actions, claims, costs and expenses incurred by the Supplier or any third party during delivery of the Goods unless and to the extent that it is caused by negligence or other wrongful act of the Buyer or its servant or agent. If the Buyer suffers or incurs any damage or injury (whether fatal or otherwise) occurring in the course of delivery or installation then the Supplier shall indemnify from any losses, charges costs or expenses which arise as a result of or in connection with such damage or injury where it is attributable to any act or omission of the Supplier or any of its [sub-suppliers].

#### **4.3 Services clauses**

- (a) Late delivery of the Services will be a default of the Contract.
- (b) The Supplier must co-operate with the Buyer and third party suppliers on all aspects connected with the delivery of the Services and ensure that Supplier

Staff comply with any reasonable instructions including any security requirements.

- (c) The Buyer must provide the Supplier with reasonable access to its premises at reasonable times for the purpose of supplying the Services
- (d) The Supplier must at its own risk and expense provide all equipment required to deliver the Services. Any equipment provided by the Buyer to the Supplier for supplying the Services remains the property of the Buyer and is to be returned to the Buyer on expiry or termination of the Contract.
- (e) The Supplier must allocate sufficient resources and appropriate expertise to the Contract.
- (f) The Supplier must take all reasonable care to ensure performance does not disrupt the Buyer's operations, employees or other contractors.
- (g) On completion of the Services, the Supplier is responsible for leaving the Buyer's premises in a clean, safe and tidy condition and making good any damage that it has caused to the Buyer's premises or property, other than fair wear and tear.
- (h) The Supplier must ensure all Services, and anything used to deliver the Services, are of good quality and free from defects.
- (i) The Buyer is entitled to withhold payment for partially or undelivered Services, but doing so does not stop it from using its other rights under the Contract.

## **5. Pricing and payments**

- 5.1 In exchange for the Deliverables, the Supplier shall be entitled to invoice the Buyer for the charges in the Order Form. The Supplier shall raise invoices promptly and in any event within 90 days from when the charges are due.
- 5.2 All Charges:
  - (a) exclude VAT, which is payable on provision of a valid VAT invoice;
  - (b) include all costs connected with the supply of Deliverables.
- 5.3 The Buyer must pay the Supplier the charges within 30 days of receipt by the Buyer of a valid, undisputed invoice, in cleared funds to the Supplier's account stated in the Order Form.
- 5.4 A Supplier invoice is only valid if it:
  - (a) includes all appropriate references including the Purchase Order Number and other details reasonably requested by the Buyer;
  - (b) includes a detailed breakdown of Deliverables which have been delivered (if any).
- 5.5 If there is a dispute between the Parties as to the amount invoiced, the Buyer shall pay the undisputed amount. The Supplier shall not suspend the provision of the Deliverables unless the Supplier is entitled to terminate the Contract for a failure to pay undisputed sums in accordance with clause 11.6. Any disputed amounts shall be resolved through the dispute resolution procedure detailed in clause 33.
- 5.6 The Buyer may retain or set-off payment of any amount owed to it by the Supplier if notice and reasons are provided.
- 5.7 The Supplier must ensure that all subcontractors are paid, in full, within 30 days of receipt of a valid, undisputed invoice. If this doesn't happen, the Buyer can publish the details of the late payment or non-payment.

## **6. The Buyer's obligations to the Supplier**

- 6.1 If Supplier fails to comply with the Contract as a result of a Buyer Cause:
- (a) the Buyer cannot terminate the Contract under clause 11;
  - (b) the Supplier is entitled to reasonable and proven additional expenses and to relief from liability under this Contract;
  - (c) the Supplier is entitled to additional time needed to deliver the Deliverables; (d) the Supplier cannot suspend the ongoing supply of Deliverables.
- 6.2 Clause 6.1 only applies if the Supplier:
- (a) gives notice to the Buyer within 10 Working Days of becoming aware;
  - (b) demonstrates that the failure only happened because of the Buyer Cause;
  - (c) mitigated the impact of the Buyer Cause.

## **7. Record keeping and reporting**

- 7.1 The Supplier must ensure that suitably qualified representatives attend progress meetings with the Buyer and provide progress reports when specified in the Order Form.
- 7.2 The Supplier must keep and maintain full and accurate records and accounts on everything to do with the Contract for seven years after the date of expiry or termination of the Contract.
- 7.3 The Supplier must allow any auditor appointed by the Buyer access to their premises to verify all contract accounts and records of everything to do with the Contract and provide copies for the audit.
- 7.4 The Supplier must provide information to the auditor and reasonable co-operation at their request.
- 7.5 If the Supplier is not providing any of the Deliverables, or is unable to provide them, it must immediately:
- (a) tell the Buyer and give reasons;
  - (b) propose corrective action;
  - (c) provide a deadline for completing the corrective action.
- 7.6 If the Buyer, acting reasonably, is concerned as to the financial stability of the Supplier such that it may impact on the continued performance of the Contract then the Buyer may:
- (a) require that the Supplier provide to the Buyer (for its approval) a plan setting out how the Supplier will ensure continued performance of the Contract and the Supplier will make changes to such plan as reasonably required by the Buyer and once it is agreed then the Supplier shall act in accordance with such plan and report to the Buyer on demand
  - (b) if the Supplier fails to provide a plan or fails to agree any changes which are requested by the Buyer or fails to implement or provide updates on progress with the plan, terminate the Contract immediately for material breach (or on such date as the Buyer notifies).

## **8. Supplier staff**

- 8.1 The Supplier Staff involved in the performance of the Contract must:
- (a) be appropriately trained and qualified;
  - (b) be vetted using Good Industry Practice and in accordance with the instructions issued by the buyer in the order form (Staff Vetting procedures);
  - (c) comply with all conduct requirements when on the Buyer's premises.
- 8.2 Where a Buyer decides one of the Supplier's Staff isn't suitable to work on the Contract, the Supplier must replace them with a suitably qualified alternative.
- 8.3 If requested, the Supplier must replace any person whose acts or omissions have caused the Supplier to breach clause 8.
- 8.4 The Supplier must provide a list of Supplier Staff needing to access the Buyer's premises and say why access is required.
- 8.5 The Supplier indemnifies 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.
- 8.6 The Supplier shall use those persons nominated in the Order Form (if any) to provide the Deliverables and shall not remove or replace any of them unless:
- (a) requested to do so by the Buyer (not to be unreasonably withheld or delayed);
  - (b) the person concerned resigns, retires or dies or is on maternity or long-term sick leave; or
  - (c) the person's employment or contractual arrangement with the Supplier or any subcontractor is terminated for material breach of contract by the employee.

## **9. Rights and protection**

- 9.1 The Supplier warrants and represents that:
- (a) it has full capacity and authority to enter into and to perform the Contract;
  - (b) the Contract is executed by its authorised representative;
  - (c) it is a legally valid and existing organisation incorporated in the place it was formed;
  - (d) there are no known legal or regulatory actions or investigations before any court, administrative body or arbitration tribunal pending or threatened against it or its affiliates that might affect its ability to perform the Contract;
  - (e) it maintains all necessary rights, authorisations, licences and consents to perform its obligations under the Contract;
  - (f) it doesn't have any contractual obligations which are likely to have a material adverse effect on its ability to perform the Contract; and (g) it is not impacted by an Insolvency Event.
- 9.2 The warranties and representations in clause 9.1 are repeated each time the Supplier provides Deliverables under the Contract.
- 9.3 The Supplier indemnifies the Buyer against each of the following:
- (a) wilful misconduct of the Supplier, any of its subcontractor and/or Supplier Staff that impacts the Contract;
  - (b) non-payment by the Supplier of any tax or National Insurance.
- 9.4 If the Supplier becomes aware of a representation or warranty that becomes untrue or misleading, it must immediately notify the Buyer.

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

## **10. Intellectual Property Rights (IPRs)**

- 10.1 Each Party keeps ownership of its own Existing IPRs. The Supplier gives the 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 and its sublicensees to both:
- (a) receive and use the Deliverables;
  - (b) use the New IPR.
- 10.2 Any New IPR created under the Contract is owned by the Buyer. The Buyer gives the Supplier a licence to use any Existing IPRs for the purpose of fulfilling its obligations under the Contract and a perpetual, royalty-free, non-exclusive licence to use any New IPRs.
- 10.3 Where a Party acquires ownership of intellectual property rights incorrectly under this Contract it must do everything reasonably necessary to complete a transfer assigning them in writing to the other Party on request and at its own cost.
- 10.4 Neither Party has the right to use the other Party's intellectual property rights, including any use of the other Party's names, logos or trademarks, except as provided in clause 10 or otherwise agreed in writing.
- 10.5 If any claim is made against the Buyer for actual or alleged infringement of a third party's intellectual property arising out of, or in connection with, the supply or use of the Deliverables (an "**IPR Claim**"), then the Supplier indemnifies the Buyer against all losses, damages, costs or expenses (including professional fees and fines) incurred as a result of the IPR Claim.
- 10.6 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 the Buyer the rights in clauses 10.1 and 10.2 without infringing any third party intellectual property rights;
  - (b) replace or modify the relevant item with substitutes that don't infringe intellectual property rights without adversely affecting the functionality or performance of the Deliverables.

## **11. Ending the contract**

- 11.1 The Contract takes effect on the date of or (if different) the date specified in the Order Form and ends on the earlier of the date of expiry or termination of the Contract or earlier if required by Law.
- 11.2 The Buyer can extend the Contract where set out in the Order Form in accordance with the terms in the Order Form.
- 11.3 Ending the Contract without a reason**  
The Buyer has the right to terminate the Contract at any time without reason or liability by giving the Supplier not less than 90 days' written notice and if it's terminated clause 11.5(b) to 11.5(g) applies.

#### **11.4 When the Buyer can end the Contract**

- (a) If any of the following events happen, the Buyer has the right to immediately terminate its Contract by issuing a termination notice in writing to the Supplier:
  - (i) there's a Supplier Insolvency Event;
  - (ii) if the Supplier repeatedly breaches the Contract in a way to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms and conditions of the Contract;
  - (iii) if the Supplier is in material breach of any obligation which is capable of remedy, and that breach is not remedied within 30 days of the Supplier receiving notice specifying the breach and requiring it to be remedied;
  - (iv) there's a change of control (within the meaning of section 450 of the Corporation Tax Act 2010) of the Supplier which isn't pre-approved by the Buyer in writing;
  - (v) if the Buyer discovers that the Supplier was in one of the situations in 57(1) or 57(2) of the Regulations at the time the Contract was awarded;
  - (vi) the Court of Justice of the European Union uses Article 258 of the Treaty on the Functioning of the European Union (TFEU) to declare that the Contract should not have been awarded to the Supplier because of a serious breach of the TFEU or the Regulations;
  - (vii) the Supplier or its affiliates embarrass or bring the Buyer into disrepute or diminish the public trust in them.
- (b) If any of the events in 73(1) (a) to (c) of the Regulations (substantial modification, exclusion of the Supplier, procurement infringement) happen, the Buyer has the right to immediately terminate the Contract and clause 11.5(b) to 11.5(g) applies.

#### **11.5 What happens if the Contract ends**

Where the Buyer terminates the Contract under clause 11.4(a) all of the following apply:

- (a) the Supplier is responsible for the Buyer's reasonable costs of procuring replacement deliverables for the rest of the term of the Contract;
- (b) the Buyer's payment obligations under the terminated Contract stop immediately;
- (c) accumulated rights of the Parties are not affected;
- (d) the Supplier must promptly delete or return the Government Data except where required to retain copies by law;
- (e) the Supplier must promptly return any of the Buyer's property provided under the Contract;
- (f) the Supplier must, at no cost to the Buyer, give all reasonable assistance to the Buyer and any incoming supplier and co-operate fully in the handover and re-procurement;
- (g) the following clauses survive the termination of the Contract: [3.2.10, 6, 7.2, 9, 11, 14, 15, 16, 17, 18, 34, 35] and any clauses which are expressly or by implication intended to continue.

#### **11.6 When the Supplier can end the Contract**

- (a) The Supplier can issue a reminder notice if the Buyer does not pay an undisputed invoice on time. The Supplier can terminate the Contract if the Buyer fails to pay an undisputed invoiced sum due and worth over 10% of the total Contract value or £1,000, whichever is the lower, within 30 days of the date of the reminder notice.
- (b) If a Supplier terminates the Contract under clause 11.6(a):

- (i) the Buyer must promptly pay all outstanding charges incurred to the Supplier;
- (ii) 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;
- (iii) clauses 11.5(d) to 11.5(g) apply.

## **11.7 Partially ending and suspending the Contract**

- (a) Where the Buyer has the right to terminate the Contract it can terminate or suspend (for any period), all or part of it. If the Buyer suspends the Contract it can provide the Deliverables itself or buy them from a third party.
- (b) The Buyer can only partially terminate or suspend the Contract if the remaining parts of it can still be used to effectively deliver the intended purpose.
- (c) The Parties must agree (in accordance with clause 24) any necessary variation required by clause 11.7, but the Supplier may not either:
  - (i) reject the variation;
  - (ii) increase the Charges, except where the right to partial termination is under clause 11.3.
- (d) The Buyer can still use other rights available, or subsequently available to it if it acts on its rights under clause 11.7.

## **12. How much you can be held responsible for**

- 12.1 Each Party's total aggregate liability under or in connection with the Contract (whether in tort, contract or otherwise) is no more than 125% of the Charges paid or payable to the Supplier.
- 12.2 No Party is liable to the other for:
  - (a) any indirect losses;
  - (b) loss of profits, turnover, savings, business opportunities or damage to goodwill (in each case whether direct or indirect).
- 12.3 In spite of clause 12.1, neither Party limits or excludes any of the following:
  - (a) its liability for death or personal injury caused by its negligence, or that of its employees, agents or subcontractors;
  - (b) its liability for bribery or fraud or fraudulent misrepresentation by it or its employees;
  - (c) any liability that cannot be excluded or limited by law.
- 12.4 In spite of clause 12.1, the Supplier does not limit or exclude its liability for any indemnity given under clauses 4.2(j), 4.2(m), 8.5, 9.3, 10.5, 13.2, 14.26(e) or 30.2(b).
- 12.5 Each Party must use all reasonable endeavours to mitigate any loss or damage which it suffers under or in connection with the Contract, including any indemnities.
- 12.6 If more than one Supplier is party to the Contract, each Supplier Party is fully responsible for both their own liabilities and the liabilities of the other Suppliers.

## **13. Obeying the law**

- 13.1 The Supplier must, in connection with provision of the Deliverables, use reasonable endeavours to:
  - (a) comply and procure that its subcontractors comply with the Supplier Code of



Conduct appearing at

([https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment\\_data/file/779660/20190220-Supplier\\_Code\\_of\\_Conduct.pdf](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/779660/20190220-Supplier_Code_of_Conduct.pdf)) and such other corporate social responsibility requirements as the Buyer may notify to the Supplier from time to time;

- (b) support the Buyer in fulfilling its Public Sector Equality duty under S149 of the Equality Act 2010;
- (c) not use nor allow its subcontractors to use modern slavery, child labour or inhumane treatment;
- (d) 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>

13.2 The Supplier indemnifies the Buyer against any costs resulting from any default by the Supplier relating to any applicable law to do with the Contract.

13.3 The Supplier must appoint a Compliance Officer who must be responsible for ensuring that the Supplier complies with Law, Clause 13.1 and Clauses 27 to 32

13.4 "Compliance Officer" the person(s) appointed by the Supplier who is responsible for ensuring that the Supplier complies with its legal obligations;

## **14. Data protection**

14.1 The Buyer is the Controller and the Supplier is the Processor for the purposes of the Data Protection Legislation.

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

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

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

14.5 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 requirements specified [in writing] by the Buyer.

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

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

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

14.8 The Supplier must pay each Party's reasonable costs of complying with clause 14.7 unless the Buyer is at fault.

- 14.9 Only the Buyer can decide what processing of Personal Data a Supplier can do under the Contract and must specify it for the Contract using the template in Annex 1 of the Order Form (*Authorised Processing*).
- 14.10 The Supplier must only process Personal Data if authorised to do so in the Annex to the Order Form (*Authorised Processing*) by the Buyer. Any further written instructions relating to the processing of Personal Data are incorporated into Annex 1 of the Order Form.
- 14.11 The Supplier must give all reasonable assistance to the Buyer in the preparation of any Data Protection Impact Assessment before starting any processing, including:
- (a) a systematic description of the expected processing and its purpose;
  - (b) the necessity and proportionality of the processing operations;
  - (c) the risks to the rights and freedoms of Data Subjects;
  - (d) the intended measures to address the risks, including safeguards, security measures and mechanisms to protect Personal Data.
- 14.12 The Supplier must notify the Buyer immediately if it thinks the Buyer's instructions breach the Data Protection Legislation.
- 14.13 The Supplier must put in place appropriate Protective Measures to protect against a Data Loss Event which must be approved by the Buyer.
- 14.14 If lawful to notify the Buyer, the Supplier must notify it if the Supplier is required to process Personal Data by Law promptly and before processing it.
- 14.15 The Supplier must take all reasonable steps to ensure the reliability and integrity of any Supplier Staff who have access to the Personal Data and ensure that they:
- (a) are aware of and comply with the Supplier's duties under this clause 11;
  - (b) are subject to appropriate confidentiality undertakings with the Supplier or any Subprocessor;
  - (c) are informed of the confidential nature of the Personal Data and do not provide any of the Personal Data to any third Party unless directed in writing to do so by the Buyer or as otherwise allowed by the Contract;
  - (d) have undergone adequate training in the use, care, protection and handling of Personal Data.
- 14.16 The Supplier must not transfer Personal Data outside of the EU unless all of the following are true:
- (a) it has obtained prior written consent of the Buyer;
  - (b) the Buyer has decided that there are appropriate safeguards (in accordance with Article 46 of the GDPR);
  - (c) the Data Subject has enforceable rights and effective legal remedies when transferred;
  - (d) the Supplier meets its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred;
  - (e) where the Supplier is not bound by Data Protection Legislation it must use its best endeavours to help the Buyer meet its own obligations under Data Protection Legislation; and
  - (f) the Supplier complies with the Buyer's reasonable prior instructions about the processing of the Personal Data.

- 14.17 The Supplier must notify the Buyer immediately if it:
- (a) receives a Data Subject Access Request (or purported Data Subject Access Request);
  - (b) receives a request to rectify, block or erase any Personal Data;
  - (c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
  - (d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Contract;
  - (e) receives a request from any third Party for disclosure of Personal Data where compliance with the request is required or claims to be required by Law; (f) becomes aware of a Data Loss Event.
- 14.18 Any requirement to notify under clause 14.17 includes the provision of further information to the Buyer in stages as details become available.
- 14.19 The Supplier must promptly provide the Buyer with full assistance in relation to any Party's obligations under Data Protection Legislation and any complaint, communication or request made under clause 14.17. This includes giving the Buyer:
- (a) full details and copies of the complaint, communication or request;
  - (b) reasonably requested assistance so that it can comply with a Data Subject Access Request within the relevant timescales in the Data Protection Legislation;
  - (c) any Personal Data it holds in relation to a Data Subject on request;
  - (d) assistance that it requests following any Data Loss Event;
  - (e) assistance that it requests relating to a consultation with, or request from, the Information Commissioner's Office.
- 14.20 The Supplier must maintain full, accurate records and information to show it complies with this clause 14. This requirement does not apply where the Supplier employs fewer than 250 staff, unless either the Buyer determines that the processing:
- (a) is not occasional;
  - (b) 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;
  - (c) is likely to result in a risk to the rights and freedoms of Data Subjects.
- 14.21 The Supplier must appoint a Data Protection Officer responsible for observing its obligations in this Schedule and give the Buyer their contact details.
- 14.22 Before allowing any Subprocessor to process any Personal Data, the Supplier must:
- (a) notify the Buyer in writing of the intended Subprocessor and processing;
  - (b) obtain the written consent of the Buyer;
  - (c) enter into a written contract with the Subprocessor so that this clause 14 applies to the Subprocessor;
  - (d) provide the Buyer with any information about the Subprocessor that the Buyer reasonably requires.
- 14.23 The Supplier remains fully liable for all acts or omissions of any Subprocessor.
- 14.24 At any time the Buyer can, with 30 Working Days notice to the Supplier, change this clause 14 to:

- (a) replace it with any applicable standard clauses (between the controller and processor) or similar terms forming part of an applicable certification scheme under GDPR Article 42;
- (b) ensure it complies with guidance issued by the Information Commissioner's Office.

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

14.26 The Supplier:

- (a) must provide the Buyer 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 the Buyer unless required by Law to retain it;
- (e) indemnifies the 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) not disclose, use or exploit the disclosing Party's Confidential Information without the disclosing Party's prior written consent, except for the purposes anticipated under the Contract;
- (c) immediately notify the disclosing Party if it suspects unauthorised access, copying, use or disclosure of the Confidential Information.

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 the recipient Party notifies the disclosing Party of the full circumstances, the affected Confidential Information and extent of the disclosure;
- (b) if the recipient Party already had the information without obligation of confidentiality before it was disclosed by the disclosing Party;
- (c) if the information was given to it by a third party without obligation of confidentiality;
- (d) if the information was in the public domain at the time of the disclosure;
- (e) if the information was independently developed without access to the disclosing Party's Confidential Information;
- (f) to its auditors or for the purposes of regulatory requirements;
- (g) on a confidential basis, to its professional advisers on a need-to-know basis;
- (h) to the Serious Fraud Office where the recipient Party has reasonable grounds to believe that the disclosing Party is involved in activity that may be a criminal offence under the Bribery Act 2010.

15.3 The Supplier may disclose Confidential Information on a confidential basis to Supplier Staff on a need-to-know basis to allow the Supplier to meet its obligations under the Contract. The Supplier Staff must enter into a direct confidentiality agreement with the Buyer at its request.

- 15.4 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 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 the Buyer transfers or proposes to transfer all or any part of its business to;
- (c) if the Buyer (acting reasonably) considers disclosure necessary or appropriate to carry out its public functions;
- (d) where requested by Parliament; (e) under clauses 5.7 and 16.
- 15.5 For the purposes of clauses 15.2 to 15.4 references to disclosure on a confidential basis means disclosure under a confidentiality agreement or arrangement including terms as strict as those required in clause 15.
- 15.6 Information which is exempt from disclosure by clause 16 is not Confidential Information.
- 15.7 The Supplier must not make any press announcement or publicise the Contract or any part of it in any way, without the prior written consent of the Buyer and must take all reasonable steps to ensure that Supplier Staff do not either.

## **16. When you can share information**

- 16.1 The Supplier must tell the Buyer within 48 hours if it receives a Request For Information.
- 16.2 Within the required timescales the Supplier must give the Buyer full co-operation and information needed so the Buyer can:
- (a) comply with any Freedom of Information Act (FOIA) request;
- (b) comply with any Environmental Information Regulations (EIR) request.
- 16.3 The Buyer may talk to the Supplier to help it decide whether to publish information under clause 16. However, the extent, content and format of the disclosure is the Buyer's decision, which does not need to be reasonable.

## **17. Invalid parts of the contract**

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

## **18. No other terms apply**

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

## **19. Other people's rights in a contract**

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

## **20. Circumstances beyond your control**

- 20.1 Any Party affected by a Force Majeure Event is excused from performing its obligations under the Contract while the inability to perform continues, if it both:
- (a) provides written notice to the other Party;
  - (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 Contract if the provision of the Deliverables is materially affected by a Force Majeure Event which lasts for 90 days continuously.
- 20.3 Where a Party terminates under clause 20.2: (a) each party must cover its own losses; (b) clause 11.5(b) to 11.5(g) applies.

## **21. Relationships created by the contract**

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

## **22. Giving up contract rights**

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

## **23. Transferring responsibilities**

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

## **24. Changing the contract**

- 24.1 Either Party can request a variation to the Contract which is only effective if agreed in writing and signed by both Parties. The Buyer is not required to accept a variation request made by the Supplier.

## **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're delivered before 5:00pm on a Working Day. Otherwise the notice is effective on the next Working Day. An email is effective when sent unless an error message is received.
- 25.2 Notices to the Buyer or Supplier must be sent to their address in the Order Form.
- 25.3 This clause does not apply to the service of legal proceedings or any documents in any legal action, arbitration or dispute resolution.

## **26. Preventing fraud, bribery and corruption**

- 26.1 The Supplier shall not:
- (a) commit any criminal offence referred to in the Regulations 57(1) and 57(2);
  - (b) offer, give, or agree to give anything, to any person (whether working for or engaged by the Buyer or any other public body) an inducement or reward for doing, refraining from doing, or for having done or refrained from doing, any act in relation to the obtaining or execution of the Contract or any other public function or for showing or refraining from showing favour or disfavour to any person in relation to the Contract or any other public function.
- 26.2 The Supplier shall take all reasonable steps (including creating, maintaining and enforcing adequate policies, procedures and records), in accordance with good industry practice, to prevent any matters referred to in clause 26.1 and any fraud by the Staff and the Supplier (including its shareholders, members and directors) in connection with the Contract and shall notify the Buyer immediately if it has reason to suspect that any such matters have occurred or is occurring or is likely to occur.
- 26.3 If the Supplier or the Staff engages in conduct prohibited by clause 26.1 or commits fraud in relation to the Contract or any other contract with the Crown (including the Buyer) the Buyer may:
- (a) terminate the Contract and recover from the Supplier the amount of any loss suffered by the Buyer resulting from the termination, including the cost reasonably incurred by the Buyer of making other arrangements for the supply of the Deliverables and any additional expenditure incurred by the Buyer throughout the remainder of the Contract; or
  - (b) recover in full from the Supplier any other loss sustained by the Buyer in consequence of any breach of this clause.

## **27. Equality, diversity and human rights**

- 27.1 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;
  - (b) any other requirements and instructions which the Buyer reasonably imposes related to equality Law.
- 27.2 The Supplier must take all necessary steps, and inform the Buyer of the steps taken, to prevent anything that is considered to be unlawful discrimination by any court or tribunal, or the Equality and Human Rights Commission (or any successor organisation) when working on the Contract.

## **28. Health and safety**

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

## **29. Environment**

- 29.1 When working on Site the Supplier must perform its obligations under the Buyer's current Environmental Policy, which the Buyer must provide.
- 29.2 The Supplier must ensure that Supplier Staff are aware of the Buyer's Environmental Policy.

## **30. Tax**

- 30.1 The Supplier must not breach any tax or social security obligations and must enter into a binding agreement to pay any late contributions due, including where applicable, any interest or any fines. The Buyer cannot terminate the Contract where the Supplier has not paid a minor tax or social security contribution.
- 30.2 Where the Supplier or any Supplier Staff are liable to be taxed or to pay National Insurance contributions in the UK relating to payment received under the Off Contract, the Supplier must both:
- (a) comply with the Income Tax (Earnings and Pensions) Act 2003 and all other statutes and regulations relating to income tax, the Social Security Contributions and Benefits Act 1992 (including IR35) and National Insurance contributions;
  - (b) indemnify the 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.
- 30.3 If any of the Supplier Staff are Workers who receive payment relating to the Deliverables, then the Supplier must ensure that its contract with the Worker contains the following requirements:
- (a) the Buyer may, at any time during the term of the Contract, request that the Worker provides information which demonstrates they comply with clause 30.2, 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 isn't good enough to demonstrate how it complies with clause 30.2 or confirms that the Worker is not complying with those requirements;



- (d) the Buyer may supply any information they receive from the Worker to HMRC for revenue collection and management.

### **31. Conflict of interest**

- 31.1 The Supplier must take action to ensure that neither the Supplier nor the Supplier Staff are placed in the position of an actual or potential conflict between the financial or personal duties of the Supplier or the Supplier Staff and the duties owed to the Buyer under the Contract, in the reasonable opinion of the Buyer.
- 31.2 The Supplier must promptly notify and provide details to the Buyer if a conflict of interest happens or is expected to happen.
- 31.3 The 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.

### **32. Reporting a breach of the contract**

- 32.1 As soon as it is aware of it the Supplier and Supplier Staff must report to the Buyer any actual or suspected breach of law, clause 13.1, or clauses 26 to 31.
- 32.2 The Supplier must not retaliate against any of the Supplier Staff who in good faith reports a breach listed in clause 32.1.

### **33. Resolving disputes**

- 33.1 If there is a dispute between the Parties, their senior representatives who have authority to settle the dispute will, within 28 days of a written request from the other Party, meet in good faith to resolve the dispute.
- 33.2 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 33.3 to 33.5.
- 33.3 Unless the Buyer refers the dispute to arbitration using clause 33.4, the Parties irrevocably agree that the courts of England and Wales have the exclusive jurisdiction to:
  - (a) determine the dispute;
  - (b) grant interim remedies;
  - (c) grant any other provisional or protective relief.
- 33.4 The Supplier agrees that the Buyer has the exclusive right to refer any dispute to be finally resolved by arbitration under the London Court of International Arbitration Rules current at the time of the dispute. There will be only one arbitrator. The seat or legal place of the arbitration will be London and the proceedings will be in English.
- 33.5 The Buyer has the right to refer a dispute to arbitration even if the Supplier has started or has attempted to start court proceedings under clause 33.3, unless the Buyer has agreed to the court proceedings or participated in them. Even if court proceedings have started, the Parties must do everything necessary to ensure that

the court proceedings are stayed in favour of any arbitration proceedings if they are started under clause 33.4.

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

### **34. Which law applies**

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