



Department
for Environment
Food & Rural Affairs

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[REDACTED]
Bureau Veritas UK Limited
5th Floor,
66 Prescott Street,
London,
E1 8HG

Our Ref: 31299
Date: 22nd October 2021

COMMERCIAL IN CONFIDENCE

Dear [REDACTED],

**Award of Contract for the Provision of Services - ISO9001:2015
Certification Body – ref 31299**

Following your response to the request for quotation (RFQ) for the provision of services - ISO9001:2015 Certification Body to APHA, we are pleased to award this contract to you.

This letter (Award Letter) sets out the terms of the Agreement between APHA as the Customer and Bureau Veritas UK Limited as the Contractor for the provision of the Services.

Unless the context otherwise requires, capitalised expressions used in this Award Letter have the same meanings as in the terms and conditions of contract set out in Annex One (1) to this Award Letter (the “**Conditions**”).

In the event of any conflict between this Award Letter and the Conditions, this Award Letter shall prevail. Please do not attach any Contractors terms and conditions to this Award Letter as they will not be accepted by the Customer and may delay conclusion of the Agreement.

For the purposes of the Agreement, the Customer and the Contractor agree as follows:

- 1) The Services shall be performed at the locations outlined in Schedule Two (2), Specification of Services.
- 2) The charges for the Services shall be as set out in Schedule Three (3), Pricing Schedule.

- 3) The specification of the Services is set out in Schedule Two (2), Specification of Services.
- 4) The address for notices of the Parties are:

Customer

APHA Worcester
Pavillion H1
County Hall
Spetchley Road
Worcester
WR5 2NP

Attention: [REDACTED]

Email: [REDACTED]

Contractor

Bureau Veritas UK Limited
5th Floor,
66 Prescott Street,
London,
E1 8HG

Attention: [REDACTED]

Email: [REDACTED]

- 5) The Customer may require the Contractor to ensure that any person employed in the provision of the Services has undertaken a Disclosure and Barring Service check. The Contractor shall ensure that no person who discloses that he / she has a conviction that is relevant to the nature of the Agreement, relevant to the work of the Customer, or is of a type otherwise advised by the Customer (each such conviction a “**Relevant Conviction**”), or is found by the Contractor 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 supply of the Goods.
- 6) The Agreement will be awarded for a period of four (4) years commencing from the 1st November 2021 and ending on 31st October 2025.
- 7) The Authority shall have an option to extend this Agreement by twelve (12) months up to 31st October 2026.
- 8) The terms of the Agreement will apply throughout the period of any extension.
- 9) If the Agreement is extended, any change in pricing shall be limited to the UK Consumer Price Index (CPI) at the time of extending the agreement.

Payment

All invoices should be sent, quoting a valid purchase order number (PO Number), to: accounts-payable.aph@gov.sscl.com or Shared Services Connected Limited, PO Box 790, Phoenix House, Celtic Springs Business Park, Newport, Gwent, NP10 8FZ.

Within ten (10) Working Days of receipt of your acceptance of this letter via Bravo, we will send you a unique PO Number. You must be in receipt of a valid PO Number before submitting an invoice.

To avoid delay in payment it is important that the invoice is compliant and that it includes a valid PO Number, PO Number item number (if applicable) and the details (name and telephone number) of your Customer contact (i.e. Contract Manager). Non-compliant invoices will be sent back to you, which may lead to a delay in payment.

If you have a query regarding an outstanding payment please contact our Accounts Payable section either by email to accounts-payable.aph@gov.sscl.com or by telephone 0845 603 7262 between 09:00-17:00 Monday to Friday.

Liaison

For general liaison your contact will be [REDACTED] on [REDACTED]

We thank you for your co-operation to date, and look forward to forging a successful working relationship resulting in a smooth and successful delivery of the Services.

Acceptance of the award of this contract will be made by electronic signature carried out in accordance with the 1999 EU Directive 99/93 (Community framework for electronic signatures) and the UK Electronic Communications Act 2000.

Acceptance of the offer comprised in this Agreement must be made within seven (7) days from the date of this Award Letter and the Agreement is formed on the date on which the Contractor communicates acceptance on the Customer's electronic contract management system ("Bravo"). No other form of acknowledgement will be accepted.

Please remember to quote the reference number above in any future communications relating to this contract.

Yours sincerely,

[REDACTED]
Senior Category Officer | Environment Good and Services | Vets and Labs
Defra Group Commercial
Department for Environment, Food and Rural Affairs

T: [REDACTED]
[REDACTED]



Department
for Environment
Food & Rural Affairs

Conditions of Contract

Short Form – Services

**For the provision of services – ISO9001:2015
Certification Body**

Project Ref: 31299

November 2021

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Annex 1
Terms and Conditions of Contract for Services

1 Interpretation

1.1 In these terms and conditions:

“Agreement”	means the contract between (i) the Customer acting as part of the Crown and (ii) the Supplier constituted by the Supplier's countersignature of the Award Letter and includes the Award Letter and Annexes;
“APHA”	means Animal and Plant Health Agency;
“Award Letter”	means the letter from the Customer to the Supplier printed above these terms and conditions;
“Bravo”	means the Customer's electronic contract management system;
“Central Government Body”	<p>means a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics:</p> <p>(a) Government Department;</p> <p>(b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal);</p> <p>(c) Non-Ministerial Department; or</p> <p>(d) Executive Agency;</p>
“Certification Body (CB)”	means ISO9001:2015 certification body;
“Certification Renewal”	means to verify that APHA operates in compliance with the requirements of the ISO9001:2015 standard;
“Charges”	means the charges for the Services as specified in the Award Letter;
“Confidential Information”	means all information, whether written or oral (however recorded), provided by the disclosing Party to the receiving Party and which (i) is

known by the receiving Party to be confidential; (ii) is marked as or stated to be confidential; or (iii) ought reasonably to be considered by the receiving Party to be confidential;

“Continuous Improvement”	means to provide non mandatory recommendations to support APHA with the ability to work more efficiently and more effectively within their ISO 9001: 2015 scope, including but not limited to areas that are not considered a non-conformance but there is an opportunity for improvement;
“Contractor” or “Supplier”	means the person named as the Contractor in the Award Letter;
“Controller”	has the meaning given in the GDPR;
“Customer”	means the person named as Customer in the Award Letter;
“Data Loss Event”	means any event that results, or may result, in unauthorised access to Personal Data held by the Supplier under this Agreement, and/or actual or potential loss and/or destruction of Personal Data in breach of this Agreement, including any Personal Data Breach;
“Data Protection Impact Assessment”	means an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data;
“Data Protection Legislation”	means (i) the GDPR, the LED and any applicable national implementing Laws as amended from time to time, (ii) the DPA 2018 (subject to Royal Assent) to the extent that it relates to processing of personal data and privacy; and (iii) all applicable Law about the processing of Personal Data and Privacy;
“Data Protection Officer”	has the meaning given in the GDPR;
“Data Subject”	has the meaning given in the GDPR;
“Data Subject Access Request”	means a request made by, or on behalf of, a Data Subject in accordance with rights granted to the Data Protection Legislation to access their Personal Data;
“DPA”	means the Data Protection Act 1998;
“Expiry Date”	means the date for expiry of the Agreement as set out in the Award Letter;

“FOIA”	means the Freedom of Information Act 2000;
“GDPR”	means the General Data Protection Regulation (Regulation (EU) 2016/679);
“Information”	has the meaning given under section 84 of the FOIA;
“IRCA”	means Internationally Registered Certified Auditor;
“JCPR”	means Joint Code of Practice for Research;
“Key Personnel”	means any persons specified as such in the Award Letter or otherwise notified as such by the Customer to the Supplier in writing;
“KPI”	means Key Performance Indicators;
“Law”	means any law, statute, subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of section 2 of the European Communities Act 1972, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements of any regulatory body with which the Supplier is bound to comply;
“Lead Auditor”	means Internationally Registered Certified Auditor acting on behalf of the Contractor to plan and deliver each audit in collaboration with the auditee organisation;
“LED”	means Law Enforcement Directive (Directive (EU) 2016/680);
“Party”	means the Supplier or the Customer (as appropriate) and “Parties” shall mean both of them;
“Personal Data”	means personal data (as defined in the DPA) which is processed by the Supplier or any Staff on behalf of the Customer pursuant to or in connection with this Agreement;
“Personal Data Breach”	has the meaning given in the GDPR;
“Processor”	has the meaning given in the GDPR;
“Protective Measures”	means appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing

and evaluating the effectiveness of the such measures adopted by it;

“Purchase Order Number”	means the Customer’s unique number relating to the supply of the Services;
“Request for Information”	has the meaning set out in the FOIA or the Environmental Information Regulations 2004 as relevant (where the meaning set out for the term “request” shall apply);
“Services”	means the services to be supplied by the Supplier to the Customer under the Agreement;
“Specification”	means the specification for the Services (including as to quantity, description and quality) as specified in the Award Letter;
“Staff”	means all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any sub-contractor of the Supplier engaged in the performance of the Supplier’s obligations under the Agreement;
“Staff Vetting Procedures”	means vetting procedures that accord with good industry practice or, where requested by the Customer, the Customer’s procedures for the vetting of personnel as provided to the Supplier from time to time;
“Sub-Processor”	means any third party appointed to process Personal Data on behalf of the Supplier related to this Agreement;
“Surveillance Audit”	means audits conducted by the certification body, including corrective actions issued that need to be addressed, and an audit report issued to APHA as a record of the audit. These shall take place at six (6) month intervals, on the work areas at the locations listed in Appendix One (1). Please note that one (1) Surveillance Audit may include more than one location and more than one work area.
“Term”	means the period from the start date of the Agreement set out in the Award Letter to the Expiry Date as such period may be extended in accordance with clause 4.2 or terminated in accordance with the terms and conditions of the Agreement;
“UKAS”	means the United Kingdom Accreditation Service;
“VAT”	means value added tax in accordance with the provisions of the Value Added Tax Act 1994; and
“Working Day”	means a day (other than a Saturday or Sunday) on which banks are open for business in the City of London.

“Working Hours” means 09:00 to 17:00 Monday to Friday, excluding Public Holidays;

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

2 Basis of Agreement

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

3 Supply of Services

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

4 Term

- 4.1 The Agreement shall take effect on the date specified in Award Letter and shall expire on the Expiry Date, unless it is otherwise extended in accordance with clause 4.2 or terminated in accordance with the terms and conditions of the Agreement.
- 4.2 The Customer may extend the Agreement for a period of up to twelve (12) months by giving not less than 10 Working Days' notice in writing to the Supplier prior to the Expiry Date. The terms and conditions of the Agreement shall apply throughout any such extended period.

5 Charges, Payment and Recovery of Sums Due

- 5.1 The Charges for the Services shall be as set out in the Award Letter and shall be the full and exclusive remuneration of the Supplier in respect of the supply of the Services. Unless otherwise agreed in writing by the Customer, the Charges shall include every cost and expense of the Supplier directly or indirectly incurred in connection with the performance of the Services.
- 5.2 All amounts stated are exclusive of VAT which shall be charged at the prevailing rate. The Customer shall, following the receipt of a valid VAT invoice, pay to the Supplier a sum equal to the VAT chargeable in respect of the Services.
- 5.3 The Supplier shall invoice the Customer as specified in the Agreement. Each invoice shall include such supporting information required by the Customer to verify the accuracy of the invoice, including the relevant Purchase Order Number and a breakdown of the Services supplied in the invoice period.
- 5.4 In consideration of the supply of the Services by the Supplier, the Customer shall pay the Supplier the invoiced amounts no later than 30 days after verifying that the invoice is valid and undisputed and includes a valid Purchase Order Number. The Customer may, without prejudice to any other rights and remedies under the Agreement, withhold or reduce payments in the event of unsatisfactory performance.
- 5.5 If the Customer fails to consider and verify an invoice in a timely fashion the invoice shall be regarded as valid and undisputed for the purpose of paragraph 5.4 after a reasonable time has passed.
- 5.6 If there is a dispute between the Parties as to the amount invoiced, the Customer shall pay the undisputed amount. The Supplier shall not suspend the supply of the Services unless the Supplier is entitled to terminate the Agreement for a failure to pay undisputed sums in accordance with clause 16.4. Any disputed amounts shall be resolved through the dispute resolution procedure detailed in clause 19.
- 5.7 If a payment of an undisputed amount is not made by the Customer by the due date, then the Customer shall pay the Supplier interest at the interest rate specified in the Late Payment of Commercial Debts (Interest) Act 1998.
- 5.8 Where the Supplier enters into a sub-contract, the Supplier shall include in that sub-contract:
 - 5.8.1 provisions having the same effects as clauses 5.3 to 5.7 of this Agreement; and
 - 5.8.2 a provision requiring the counterparty to that sub-contract to include in any sub-contract which it awards provisions having the same effect as 5.3 to 5.8 of this Agreement.

5.8.3 In this clause 5.8, “sub-contract” means a contract between two or more suppliers, at any stage of remoteness from the Authority in a subcontracting chain, made wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of this Agreement.

5.9 If any sum of money is recoverable from or payable by the Supplier under the Agreement (including any sum which the Supplier is liable to pay to the Customer in respect of any breach of the Agreement), that sum may be deducted unilaterally by the Customer from any sum then due, or which may come due, to the Supplier under the Agreement or under any other agreement or contract with the Customer. The Supplier shall not be entitled to assert any credit, set-off or counterclaim against the Customer in order to justify withholding payment of any such amount in whole or in part.

6 Premises and equipment

- 6.1 If necessary, the Customer shall provide the Supplier with reasonable access at reasonable times to its premises for the purpose of supplying the Services. All equipment, tools and vehicles brought onto the Customer’s premises by the Supplier or the Staff shall be at the Supplier’s risk.
- 6.2 If the Supplier supplies all or any of the Services at or from the Customer’s premises, on completion of the Services or termination or expiry of the Agreement (whichever is the earlier) the Supplier shall vacate the Customer’s premises, remove the Supplier’s plant, equipment and unused materials and all rubbish arising out of the provision of the Services and leave the Customer’s premises in a clean, safe and tidy condition. The Supplier shall be solely responsible for making good any damage to the Customer’s premises or any objects contained on the Customer’s premises which is caused by the Supplier or any Staff, other than fair wear and tear.
- 6.3 If the Supplier supplies all or any of the Services at or from its premises or the premises of a third party, the Customer may, during normal business hours and on reasonable notice, inspect and examine the manner in which the relevant Services are supplied at or from the relevant premises.
- 6.4 The Customer shall be responsible for maintaining the security of its premises in accordance with its standard security requirements. While on the Customer’s premises the Supplier shall, and shall procure that all Staff shall, comply with all the Customer’s security requirements.
- 6.5 Where all or any of the Services are supplied from the Supplier’s premises, the Supplier shall, at its own cost, comply with all security requirements specified by the Customer in writing.
- 6.6 Without prejudice to clause 3.2.6, any equipment provided by the Customer for the purposes of the Agreement shall remain the property of the Customer and shall be used by the Supplier and the Staff only for the purpose of carrying out the Agreement. Such equipment shall be returned promptly to the Customer on expiry or termination of the Agreement.
- 6.7 The Supplier shall reimburse the Customer for any loss or damage to the equipment (other than deterioration resulting from normal and proper use) caused by the Supplier or any Staff. Equipment supplied by the Customer shall be deemed to be in a good condition when received by the Supplier or relevant Staff unless the Customer is

notified otherwise in writing within 5 Working Days.

7 Staff and Key Personnel

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

8 Assignment and sub-contracting

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

9 Intellectual Property Rights

- 9.1 All intellectual property rights in any materials provided by the Customer to the Supplier for the purposes of this Agreement shall remain the property of the Customer but the Customer hereby grants the Supplier a royalty-free, non-exclusive and non-transferable licence to use such materials as required until termination or expiry of the Agreement for the sole purpose of enabling the Supplier to perform its obligations under the Agreement.
- 9.2 All intellectual property rights in any materials created or developed by the Supplier pursuant to the Agreement or arising as a result of the provision of the Services shall vest in the Supplier. If, and to the extent, that any intellectual property rights in such materials vest in the Customer by operation of law, the Customer hereby assigns to the Supplier by way of a present assignment of future rights that shall take place immediately on the coming into existence of any such intellectual property rights all its intellectual property rights in such materials (with full title guarantee and free from all third party rights).
- 9.3 The Supplier hereby grants the Customer:
- 9.3.1 a perpetual, royalty-free, irrevocable, non-exclusive licence (with a right to sub-license) to use all intellectual property rights in the materials created or developed pursuant to the Agreement and any intellectual property rights arising as a result of the provision of the Services; and
 - 9.3.2 a perpetual, royalty-free, irrevocable and non-exclusive licence (with a right to sub-license) to use:
 - (a) any intellectual property rights vested in or licensed to the Supplier on the date of the Agreement; and
 - (b) any intellectual property rights created during the Term but which are neither created or developed pursuant to the Agreement nor arise as a result of the provision of the Services,
- including any modifications to or derivative versions of any such intellectual property rights, which the Customer reasonably requires in order to exercise its rights and take the benefit of the Agreement including the Services provided.
- 9.4 The Supplier shall indemnify, and keep indemnified, the Customer in full against all costs, expenses, damages and losses (whether direct or indirect), including any interest, penalties, and reasonable legal and other professional fees awarded against or incurred or paid by the Customer as a result of or in connection with any claim made against the Customer for actual or alleged infringement of a third party's intellectual property arising out of, or in connection with, the supply or use of the Services, to the extent that the claim is attributable to the acts or omission of the Supplier or any Staff.

10 Governance and Records

- 10.1 The Supplier shall:
- 10.1.1 attend progress meetings with the Customer at the frequency and times specified by the Customer and shall ensure that its representatives are suitably

qualified to attend such meetings; and

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

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

11 Confidentiality, Transparency and Publicity

11.1 Subject to clause 11.2 each Party shall:

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

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

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

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

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

11.2.3 on a confidential basis, to its professional advisers;

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

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

11.2.6 where the receiving Party is the Customer:

(a) on a confidential basis to the employees, agents, consultants and contractors of the Customer;

(b) on a confidential basis to any other Central Government Body, any successor body to a Central Government Body or any company to which the Customer transfers or proposes to transfer all or any part of its business;

(c) to the extent that the Customer (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions; or

(d) in accordance with clause 12.

and for the purposes of the foregoing, references to disclosure on a confidential basis shall mean disclosure subject to a confidentiality agreement or arrangement containing terms no less stringent than those placed on the Customer under this clause 11.

- 11.3 The Parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, the content of the Agreement is not Confidential Information and the Supplier hereby gives its consent for the Customer to publish this Agreement in its entirety to the general public (but with any information that is exempt from disclosure in accordance with the FOIA redacted) including any changes to the Agreement agreed from time to time. The Customer may consult with the Supplier to inform its decision regarding any redactions but shall have the final decision in its absolute discretion whether any of the content of the Agreement is exempt from disclosure in accordance with the provisions of the FOIA.
- 11.4 The Supplier shall not, and shall take reasonable steps to ensure that the Staff shall not, make any press announcement or publicise the Agreement or any part of the Agreement in any way, except with the prior written consent of the Customer.

12 Freedom of Information

- 12.1 The Supplier acknowledges that the Customer is subject to the requirements of the FOIA and the Environmental Information Regulations 2004 and shall:
- 12.1.1 provide all necessary assistance and cooperation as reasonably requested by the Customer to enable the Customer to comply with its obligations under the FOIA and the Environmental Information Regulations 2004;
 - 12.1.2 transfer to the Customer all Requests for Information relating to this Agreement that it receives as soon as practicable and in any event within 2 Working Days of receipt;
 - 12.1.3 provide the Customer with a copy of all Information belonging to the Customer requested in the Request for Information which is in its possession or control in the form that the Customer requires within 5 Working Days (or such other period as the Customer may reasonably specify) of the Customer's request for such Information; and
 - 12.1.4 not respond directly to a Request for Information unless authorised in writing to do so by the Customer.
- 12.2 The Supplier acknowledges that the Customer may be required under the FOIA and the Environmental Information Regulations 2004 to disclose Information concerning the Supplier or the Services (including commercially sensitive information) without consulting or obtaining consent from the Supplier. In these circumstances the Customer shall, in accordance with any relevant guidance issued under the FOIA, take reasonable steps, where appropriate, to give the Supplier advance notice, or failing that, to draw the disclosure to the Supplier's attention after any such disclosure.
- 12.3 Notwithstanding any other provision in the Agreement, the Customer shall be responsible for determining in its absolute discretion whether any Information relating to the Supplier or the Services is exempt from disclosure in accordance with the FOIA and/or the Environmental Information Regulations 2004.

13 Protection of Personal Data and Security of Data

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

- d) not transfer Personal Data outside of the European Union unless the prior written consent of the Customer has been obtained and the following conditions are fulfilled:
 - i. the Customer or the Contractor has provided appropriate safeguards in relation to the transfer (whether in accordance with the GDPR Article 46 or LED Article 37) as determined by the Customer;
 - ii. the Data Subject has enforceable rights and effective legal remedies;
 - iii. the Contractor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Customer in meeting its obligations); and
 - iv. the Contractor complies with any reasonable instructions notified to it in advance by the Customer with respect to the processing of the Personal Data;
- e) at the written direction of the Customer, delete or return Personal Data (and any copies of it) to the Customer on termination of the Agreement unless the Contractor is required by Law to retain the Personal Data.

13.5 Subject to clause 13.6 the Contractor shall notify the Customer immediately if, in relation to any Personal Data processed in connection with its obligations under this Agreement, it:

- a) receives a Data Subject Request (or purported Data Subject 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;
- e) receives a request from any third party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
- f) becomes aware of a Data Loss Event.

13.6 The Contractor's obligation to notify under clause 13.5 shall include the provision of further information to the Customer in phases, as details become available.

13.7 Taking into account the nature of the processing, the Contractor shall provide the Customer with full assistance in relation to either Party's obligations under Data Protection Legislation in relation to any Personal Data processed in connection with its obligations under this Agreement and any complaint, communication or request made under Clause 13.5 (and insofar as possible within the timescales reasonably required by the Customer) including by promptly providing:

- a) the Customer with full details and copies of the complaint, communication or request;
- b) such assistance as is reasonably requested by the Customer to enable the Customer to comply with a Data Subject Request within the relevant timescales set out in the Data Protection Legislation;
- c) the Customer, at its request, with any Personal Data it holds in relation to a Data Subject;
- d) assistance as requested by the Customer following any Data Loss Event;
- e) assistance as requested by the Customer with respect to any request from the Information Commissioner's Office, or any consultation by the Customer with the Information Commissioner's Office.

- 13.8 The Contractor shall maintain complete and accurate records and information to demonstrate its compliance with this clause 13. This requirement does not apply where the Contractor employs fewer than 250 staff, unless:
- a) the Customer determines that the processing is not occasional;
 - b) the Customer determines the processing includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR; or
 - c) the Customer determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.
- 13.9 The Contractor shall allow for audits of its Personal Data processing activity by the Customer or the Customer's designated auditor.
- 13.10 Each Party shall designate its own Data Protection Officer if required by the Data Protection Legislation.
- 13.11 Before allowing any Sub-processor to process any Personal Data related to this Agreement, the Contractor must:
- a) notify the Customer in writing of the intended Sub-processor and processing;
 - b) obtain the written consent of the Customer;
 - c) enter into a written agreement with the Sub-processor which give effect to the terms set out in this clause 13 such that they apply to the Sub-processor; and
 - d) provide the Customer with such information regarding the Sub-processor as the Customer may reasonably require.
- 13.12 The Contractor shall remain fully liable for all acts or omissions of any of its Sub-processors.
- 13.13 The Customer may, at any time on not less than 30 Working Days' notice, revise this clause by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to this Agreement).
- 13.14 The Parties agree to take account of any non-mandatory guidance issued by the Information Commissioner's Office. The Customer may on not less than 30 Working Days' notice to the Contractor amend this Agreement to ensure that it complies with any guidance issued by the Information Commissioner's Officer.
- 13.15 When handling Customer data (whether or not Personal Data), the Contractor shall ensure the security of the data is maintained in line with the security requirements of the Customer as notified to the Contractor from time to time.
- 13.16 This clause 13 shall apply during the Term and indefinitely after its expiry.

14 Liability

- 14.1 The Supplier shall not be responsible for any injury, loss, damage, cost or expense suffered by the Customer if and to the extent that it is caused by the negligence or wilful misconduct of the Customer or by breach by the Customer of its obligations under the Agreement.
- 14.2 Subject always to clauses 14.3 and 14.4:
- 14.2.1 the aggregate liability of the Supplier in respect of all defaults, claims, losses or damages howsoever caused, whether arising from breach of the Agreement,

the supply or failure to supply of the Services, misrepresentation (whether tortious or statutory), tort (including negligence), breach of statutory duty or otherwise shall in no event exceed a sum equal to 125% of the Charges paid or payable to the Supplier; and

14.2.2 except in the case of claims arising under clauses 9.4 and 18.3, in no event shall the Supplier be liable to the Customer for any:

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

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

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

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

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

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

15 Force Majeure

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

16 Termination

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

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

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

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

16.2.3 is in material breach of any obligation which is capable of remedy, and that

- breach is not remedied within 30 days of the Supplier receiving notice specifying the breach and requiring it to be remedied;
 - 16.2.4 undergoes a change of control within the meaning of section 416 of the Income and Corporation Taxes Act 1988;
 - 16.2.5 breaches any of the provisions of clauses 7.2, 11, 12, 13 and 17;
 - 16.2.6 becomes insolvent, or if an order is made or a resolution is passed for the winding up of the Supplier (other than voluntarily for the purpose of solvent amalgamation or reconstruction), or if an administrator or administrative receiver is appointed in respect of the whole or any part of the Supplier's assets or business, or if the Supplier makes any composition with its creditors or takes or suffers any similar or analogous action (to any of the actions detailed in this clause 16.2.6) in consequence of debt in any jurisdiction; or
 - 16.2.7 fails to comply with legal obligations in the fields of environmental, social or labour law.
- 16.3 The Supplier shall notify the Customer as soon as practicable of any change of control as referred to in clause 16.2.4 or any potential such change of control.
- 16.4 The Supplier may terminate the Agreement by written notice to the Customer if the Customer has not paid any undisputed amounts within 90 days of them falling due.
- 16.5 Termination or expiry of the Agreement shall be without prejudice to the rights of either Party accrued prior to termination or expiry and shall not affect the continuing rights of the Parties under this clause and clauses 2, 3.2, 6.1, 6.2, 6.6, 6.7, 7, 9, 10.2, 11, 12, 13, 14, 16.6, 17.4, 18.3, 19 and 20.7 or any other provision of the Agreement that either expressly or by implication has effect after termination.
- 16.6 Upon termination or expiry of the Agreement, the Supplier shall:
- 16.6.1 give all reasonable assistance to the Customer and any incoming supplier of the Services; and
 - 16.6.2 return all requested documents, information and data to the Customer as soon as reasonably practicable.

17 Compliance

- 17.1 The Supplier shall promptly notify the Customer of any health and safety hazards which may arise in connection with the performance of its obligations under the Agreement. The Customer shall promptly notify the Supplier of any health and safety hazards which may exist or arise at the Customer's premises and which may affect the Supplier in the performance of its obligations under the Agreement.
- 17.2 The Supplier shall:
- 17.2.1 comply with all the Customer's health and safety measures while on the Customer's premises; and
 - 17.2.2 notify the Customer immediately in the event of any incident occurring in the performance of its obligations under the Agreement on the Customer's premises where that incident causes any personal injury or damage to property which could give rise to personal injury.
- 17.3 The Supplier shall:
- 17.3.1 perform its obligations under the Agreement in accordance with all applicable equality Law and the Customer's equality and diversity policy as provided to the Supplier from time to time; and

- 17.3.2 take all reasonable steps to secure the observance of clause 17.3.1 by all Staff.
- 17.4 The Supplier shall supply the Services in accordance with the Customer's environmental policy as provided to the Supplier from time to time.
- 17.5 The Supplier shall comply with, and shall ensure that its Staff shall comply with, the provisions of:
- 17.5.1 the Official Secrets Acts 1911 to 1989; and
- 17.5.2 section 182 of the Finance Act 1989.

18 Prevention of Fraud and Corruption

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

19 Dispute Resolution

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

20 General

- 20.1 Each of the Parties represents and warrants to the other that it has full capacity and authority, and all necessary consents, licences and permissions to enter into and perform its obligations under the Agreement, and that the Agreement is executed by its duly authorised representative.
- 20.2 A person who is not a party to the Agreement shall have no right to enforce any of its provisions which, expressly or by implication, confer a benefit on him, without the prior written agreement of the Parties.
- 20.3 The Agreement cannot be varied except in writing signed by a duly authorised representative of both the Parties.
- 20.4 The Agreement contains the whole agreement between the Parties and supersedes and replaces any prior written or oral agreements, representations or understandings between them. The Parties confirm that they have not entered into the Agreement on the basis of any representation that is not expressly incorporated into the Agreement. Nothing in this clause shall exclude liability for fraud or fraudulent misrepresentation.
- 20.5 Any waiver or relaxation either partly, or wholly of any of the terms and conditions of the Agreement shall be valid only if it is communicated to the other Party in writing and expressly stated to be a waiver. A waiver of any right or remedy arising from a breach of contract shall not constitute a waiver of any right or remedy arising from any other breach of the Agreement.
- 20.6 The Agreement shall not constitute or imply any partnership, joint venture, agency, fiduciary relationship or other relationship between the Parties other than the contractual relationship expressly provided for in the Agreement. Neither Party shall have, nor represent that it has, any authority to make any commitments on the other Party's behalf.
- 20.7 Except as otherwise expressly provided by the Agreement, all remedies available to either Party for breach of the Agreement (whether under the Agreement, statute or common law) are cumulative and may be exercised concurrently or separately, and the exercise of one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.
- 20.8 If any provision of the Agreement is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from the Agreement and rendered ineffective as far as possible without modifying the remaining provisions of the Agreement, and shall not in any way affect any other circumstances of or the validity or enforcement of the Agreement.

21 Notices

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

21.3 Notices under clauses 15 (Force Majeure) and 16 (Termination) may be served by email only if the original notice is then sent to the recipient by personal delivery or recorded delivery in the manner set out in clause 21.1.

22 Governing Law and Jurisdiction

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

SCHEDULE ONE (1) - PROCESSING, PERSONAL DATA AND DATA SUBJECTS

1. The contact details of the Customer Data

Protection Officer are:

DGC.GDPR@defra.gsi.gov.uk

2. The contact details of the Supplier Data

Protection Officer are:

[REDACTED]

3. The Supplier shall comply with any further written instructions with respect to processing by the Customer.
4. Any such further instructions shall be incorporated into this Schedule.

Data Processing descriptor	Narrative
Subject matter of the processing	The processing is needed to ensure that Processor can deliver the Services as detailed in the Specification of Services (Schedule 1)
Duration of the processing	The full term of the Contract including any extension period.
Nature and purposes of the processing	The collecting, recording of, use of, and storage of personal data. The purpose is to schedule and carry out Surveillance Audits according to ISO9001:2015 requirements and to deliver the Services.
Type of Personal Data	Staff names, job titles, department working on, areas of work, location staff are based at, email addresses.
Categories of Data Subject	Customer Staff (including temporary workers).

<p>Plan for return and destruction of the data once the processing is complete</p> <p>UNLESS requirement under union or member state law to preserve that type of data</p>	<p>Data will be retained for the contract term or six (6) years, whichever is longer, after which it will be securely destroyed.</p> <p>On the termination of the Contract for any reason, the Supplier shall at its cost immediately return to the Authority all Confidential Information and Personal Data in its possession or in the possession or under the control of any permitted suppliers or Sub-Contractors, which was obtained or produced in the course of providing the Services;</p>
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SCHEDULE TWO (2) - SPECIFICATION OF SERVICES

This section sets out the Authority's requirements.

The Authority is the UK Government Department responsible for the environment, food and farming and rural affairs. The Authority's priorities are to secure a healthy natural environment; a sustainable, low-carbon economy; a thriving farming sector and a sustainable, healthy and secure food supply. Further information on the Authority can be found at:

<https://www.gov.uk/government/organisations/department-for-environment-food-rural-affairs>

APHA is responsible for safe-guarding animal and plant health for the benefit of people, the environment and the economy. Amongst others, APHA engages with farmers, industry groups and the public and acts as an interface between industry and government. APHA has responsibility for applying and providing expert advice to decision makers and rapidly responding to emergencies in case of outbreak of diseases. Further information on APHA can be found at:

<https://www.gov.uk/government/organisations/animal-and-plant-health-agency>

1.1. Overview

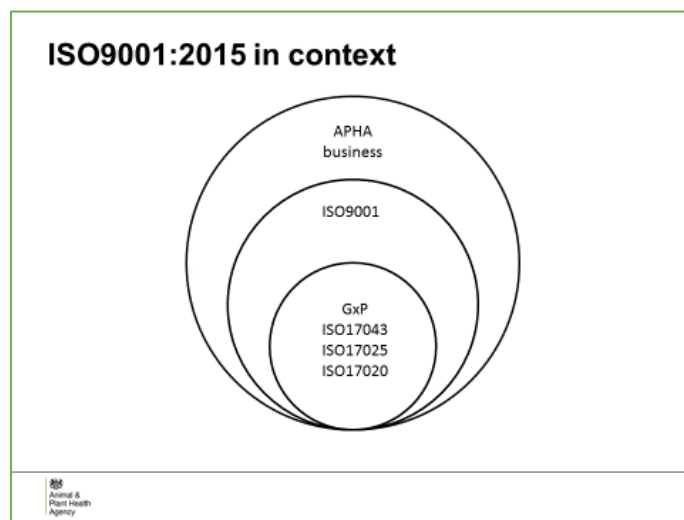
- 1.1.1. APHA requires an independent ISO9001:2015 Certification Body (CB) that has the capability and capacity to support APHA with maintaining its current scope of ISO9001:2015 certification.
- 1.1.2. APHA aims to use ISO9001:2015 certification to enhance APHA business performance and the Contractor is expected to support this by providing Continuous Improvement suggestions during audits and as outlined in this specification.

1.2. APHA Quality Management Standards and Scope of Certification

- 1.2.1. APHA is currently certified under ISO 9001:2015. The current certification is due for renewal in July 2023.
- 1.2.2. The current scope of APHA's ISO9001:2015 certification is as follows:
 - The provision of specialist scientific services in animal disease research and surveillance to the UK government and other interested parties worldwide, including livestock and wildlife but excluding field based veterinary surveillance and regional laboratory testing.
 - The provision of administrative services and control of technical services supporting regulation and enforcement of EU plant and seed directives.
- 1.2.3. The current scope of APHA's ISO9001:2015 certification involves circa 500 APHA members of staff.
- 1.2.4. APHA operates in compliance with several externally assessed quality management standards and regulations, as part of the overall approach to

managing risks associated with failure to deliver these services effectively and efficiently, and to drive forward continuous improvement.

- 1.2.5. Several areas of APHA need to operate in compliance with more than one (1) quality management standard or regulation. APHA's approach to ISO9001 certification is to accommodate the requirements of these quality management standards and regulations in those areas where there are synergies or cross over with ISO9001.



1.3. General Requirements

APHA requires the Contractor to:

- 1.3.1. Work with APHA's ISO9001 Quality Manager and up to 100 APHA members of staff, to arrange and conduct Surveillance Audits as described in this Specification and provide Certification.
- 1.3.2. Ensure APHA conducts science research in compliance with the Joint Code of Practice for Research (JCPR) as required by government sponsors.
- 1.3.3. Provide quality assurance and Continuous Improvement in support of a range of science services that APHA provides to external customers (government & commercial) and internal APHA customers who in turn provide services to external customers. e.g. reagent production services.
- 1.3.4. Provide quality assurance and Continuous Improvement around statutory and regulatory services provided by the Plant Varieties and Seeds Team at APHA's Cambridge site.
- 1.3.5. Support Continuous Improvement in the quality of service provided by key internal support functions (including Defra business partners) that support all outward facing APHA service providers.
- 1.3.6. Assure third party organisations that APHA has a corporate and comprehensive approach to quality management.

1.4. Specific Requirements

- 1.4.1. Work with APHA, in compliance with requirements of ISO 17021-1:2015, to plan and deliver Surveillance Audits at six (6) month intervals, on the work areas at the locations listed in Appendix one (1). Table 1 shows indicative Surveillance Audit and Certification Renewal dates alongside the expected contract dates and number of auditor days required.

Table 1:

Contract year and dates	Surveillance Audit Number / Certification renewal	Date of Surveillance Audit / Certification renewal	Bureau Veritas number of auditor days
Contract year 1 start Nov21	SA 1	Jan 22	■
Year 1 end Oct22	SA 2	Jul 22	■
Year 2 start Nov22	SA 3	Jan 23	■
Year 2 end Oct23	Certification renewal	Jul 23	■
Year 3 start Nov23	SA 4	Jan 24	■
Year 3 end Oct24	SA 5	Jul 24	■
Year 4 start Nov24	SA 1	Jan 25	■
Original contract end Oct25	SA 2	Jul 25	■
Optional extension – Year 5 start Nov25	SA 3	Jan 26	■
Contract extension end Oct26	Certification renewal	Jul 26	■

- 1.4.2. Whilst delivering the Surveillance Audits, the Contractor is required to:
- Verify APHA's continuing compliance with requirements of ISO9001:2015 quality/business management standard in relation to scope of certification.
 - Highlight weakness in APHA's business processes in relation to delivering services within scope in compliance with ISO9001:2015 standards and work with APHA to effectively address those weaknesses in accordance with risk.

- Identify opportunities for improvements in APHA businesses process that, while not a non-compliance with ISO9001:2015, could enhance customer satisfaction and reduce risks to APHA.

1.4.3. Plan and conduct a Certification Renewal audit for the Certification Renewal, which is due in July 2023, to:

- Review and adjust the scope of Certification as necessary.
- Verify all relevant areas (listed in Appendix 1) of APHA are complying with requirements of ISO9001:2015 quality/business management standard in relation to scope of Certification.
- Provide APHA with a certificate verifying compliance with ISO9001:2015 in relation to an agreed scope of APHA services.

1.4.4. Work with APHA to help transition to any new versions of ISO9001 in a timely way.

1.4.5. Work collaboratively and proactively with APHA to plan a program of audits across functions relevant to APHA's scope of certification.

1.4.6. Ensure availability of auditees and contact APHA to begin the planning of each audit three (3) months in advance of the Surveillance Audit and agree a detailed plan of each Surveillance Audit at least two (2) months in advance of each audit.

1.4.7. Work in collaboration with APHA to deliver Surveillance Audits in accordance with the agreed schedule and plans by face to face and remote methods.

1.4.8. Deliver verbal summaries of key findings from each Surveillance Audit at the close of each audit to APHA's Quality Services Team.

1.4.9. Submit to APHA an electronic draft report of each Surveillance Audit within seven (7) Working Days of completing collecting audit evidence. The report shall summarise evidence gathered, identify any strength and weakness in APHA's quality management systems. It shall identify any essential improvements as non-conformances (NC) with reference to the requirements of ISO9001. It shall also include any suggestions for Continuous Improvement that are not mandatory.

1.4.10. Work collaboratively with APHA to agree the factual accuracy of the written report, actions required to address non-conformances and associated deadlines. Deliver the resultant final report within fourteen (14) Working Days of APHA receiving the draft audit report.

1.4.11. Work collaboratively with APHA to close any non-conformances.

1.4.12. Have succession plans and/or other suitable processes in place to ensure that "provision of an auditor(s) with appropriate experience" is adequately controlled.

1.5. Contractor Experience & Accreditation

The Contractor must:

1.5.1. Be accredited by UKAS with reference to ISO17021-1:2015 to act as an ISO9001:2015 CB.

1.5.2. Be able to provide Internationally Registered Certified Auditor (IRCA) auditors with technical understanding of disciplines relevant to APHA including:

- Bacteriology, Virology, Molecular Biology, Epidemiology, Pathology, Animal Sciences, Wildlife Biology, risk analysis, mathematical modelling and biobanking.
 - Reagent production and supply.
 - IT system development.
 - Project management.
- 1.5.3. Be willing for auditors to undergo government Counter Terrorism Security vetting and appropriate health checks to access the Addlestone site and laboratory facilities.
- 1.5.4. Provide an auditor(s) with appropriate experience to understand the business remit of the agency.
- 1.5.5. Be able to demonstrate an ability to work with complex, multi-disciplinary organisations.

1.6. Communication and Reporting

- 1.6.1. The Contractor will be required to:
- Provide a nominated contact who is responsible for managing the contractual relationship with APHA including service quality. This person must have demonstrable knowledge of what is required under ISO9001 CB.
 - Provide a nominated Lead Auditor to liaise directly with APHA in the detailed planning of each Surveillance Audit at least three (3) months in advance of each scheduled audit.
 - Ensure the Lead Auditor agrees a detailed plan (including dates, timing and locations) with APHA for each Surveillance Audit at least two (2) months in advance of each scheduled audit.
 - Ensure the Lead Auditor takes responsibility for managing the timely delivery of each Surveillance Audit, including the final audit report.
 - Ensure processes are in place for timely notification of any unforeseen changes to audit schedules and plans and any changes to nominated contacts.
 - Deliver any specific reports outlined within this Specification.

1.7. Service Commencement

- Service Commencement is required on 1st November 2021 to align with the next date that a Surveillance Audit is due, which is January 2022.
- The Services shall be provided within Working Hours on Working Days.

1.8. Payment Schedule & Invoicing

- The Contractor shall be required to advise APHA on the number of audit days required for each Surveillance Audit.
- Invoicing shall take place following completion of each Surveillance Audit and quote the purchase order number that will be provided by APHA.
- Payment will be made following each Surveillance Audit based upon the number of auditor days delivered.

- The total auditor days invoiced, and the total value invoiced for each contract year, shall not exceed the total value quoted for each contract year as part of this Tender.

1.9. Access to APHA for any Audit visits.

- When arriving on site for the first time, the Contractor's staff will be required to attend a site safety induction (before commencing their work) and they must allow time within their schedule for this to take place. Inductions usually take no more than forty-five (45) minutes and are valid for twelve (12) months.
- The Contractor, whilst on site, shall adhere to the Authority's and Contractors' health and safety policies and procedures.
- To minimise Covid-19 risks during Surveillance Audit on site visits, the UK Government guidelines at the time of the audit will be followed.

1.10. Performance Management Framework (including Key Performance Indicators and Service Credits)

As part of the Authority's continuous drive to improve the performance of all Contracts, this PMF will be used to monitor, measure, and control all aspects of the Contractor's performance of contract responsibilities.

The purpose of the PMF is to set out the obligations on the Contractor, to outline how the Contractor's performance will be evaluated and to detail the sanctions for performance failure. The Contractor is responsible for the performance of any sub-contractors.

KPIs are essential to align Contractor performance with the requirements of the Authority and to do so in a fair and practical way. KPIs must be realistic, measurable and achievable; they also have to be met otherwise indicating that the service is failing to deliver. Without the use of service credits in such a situation, this service failure places strain on the relationship as delivery falls short of agreed levels.

The proactive approach to correcting failures and addressing their cause improves the relationship and enables a partnership rather than a confrontational style of working. Its focus is on managing and improving service.

The Authority shall review performance against KPI's and, if appropriate, instigate meetings and work closely with the Contractor to agree action plans. The Authority expects the Contractor to agree and implement these plans. If this does not happen, only then shall service credit principles be applied.

The KPIs for this Contract are set out in Table A below.

Service Credit Principles

The use of service credits is governed by the following principles:

Service credits sit within the wide service management approach being pursued by the Contractor and the Authority. Use of service credits does not preclude any other remedy for failure of performance available to the Authority under the terms and conditions of the contract.

The service credit regime shall be instigated on each occasion where there is a service failure. Failure to meet a KPI may also give rise to a remediation plan.

- KPIs with a service credit rating of one (1) will have a service credit of three per cent (3%) of the invoice amount for the monitoring period, applied for each KPI failure.
- KPIs with a service credit rating of two (2) will have a service credit of five per cent (5%) of the invoice amount for the monitoring period, applied for each KPI failure.
- The maximum annual service credit to be applied will be no more than ten per cent (10%) of the total annual contract value per Contractor.

The Authority has full and complete discretion on whether to claim all, part or none of a service credit to which it is due.

Service credits claimed shall be paid to APHA as a credit note within one (1) month following the date at which the service credits were applied.

The full, agreed service credit regime will operate from the Contract start date until the end of the contract period. The KPIs may be adjusted to ensure that they are appropriate and achievable.

Table A:

Key Performance Indicators				
KPI	Description	Measure	KPI Target	Service Credit Rating
KPI 1	Planning and notification of Surveillance Audit dates	Three (3) months prior to each audit	100%	1
KPI 2	Provide the agreed detailed Surveillance Audit plan	Two (2) months prior to each audit	100%	2
KPI 3	Close of each Surveillance Audit – verbal summary	Following each Audit	100%	1

KPI 4	Draft and circulation of report	Seven (7) days post visit	100%	1
KPI 5	Provide final report	Fourteen (14) days post-delivery of draft report	100%	2

SCHEDULE THREE (3) - PRICING SCHEDULE

The following pricing shall apply for the provision of the Services:

Contract year	Visit Month	Bureau Veritas number of Auditor days	Price per Auditor Day	Total price
1	Jan-22	1	10,000	10,000
1	Jul-22	1	10,000	10,000
2	Jan-23	1	10,000	10,000
2	Jul-23 - cert renewal	1	10,000	10,000
3	Jan-24	1	10,000	10,000
3	Jul-24	1	10,000	10,000
4	Jan-25	1	10,000	10,000
4	Jul-25	1	10,000	10,000
Total for contract term		7	70,000	£30,119.50

- All prices are exclusive of VAT.
- All prices are shown in £ Sterling (GBP) and are inclusive of travel and subsistence and all other associated costs required to deliver the Services.
- The prices are fixed for the initial Contract term of 1st November 2021 – 31st October 2025.
- If the Contract is extended for another one (1) year, then any change in price shall be limited to the UK Consumer Price Index, three (3) months prior to contract being extended.

APPENDIX (1)

LOCATIONS AND TEAMS

The Certification will involve approximately five hundred (500) members of staff at APHA.

The Contractor shall be required to work with APHA's ISO9001 Quality Manager and up to one hundred (100) members of staff at APHA.

Renewal of certification takes place once every three (3) years and the Surveillance Audits take place in between this.

Table 2.1 is provided to demonstrate the number of teams involved and the locations of each team, along with an indication of whether a Surveillance Audit can be carried out remotely using appropriate technology. The table below is not a full schedule for a full day so does not include areas such as opening meetings, closing meetings, any other meetings and report writing.

The teams listed below are correct at the time of publishing this tender, however please note that this may be subject to change over the contract term due to changing requirements within the organisation and where there may be reorganisation of team structures.

Table 2.1 – List of Teams involved with ISO 9001

✓ denotes involvement with audit and/or surveillance visit; * denotes possible remote audit

				Example purposes only to demonstrate audit cycle					
			Surveillance Audit:	1	2	3	Certification Renewal	4	5
Num ber	Work Area	Site(s) located	Sub-team (if applicable)	Jan-22	Jul-22	Jan-23	Certification Renewal Jul-23	Jan-21	Jul-21
1	APHA Leadership	Weybridge*					✓	✓	✓
2	APHA Science commercial management	Weybridge*				✓	✓		
3	Surveillance & Laboratory Services Department (SLSD)	Weybridge	Biological Production [BPU] & Reagent Production [RPU]		✓		✓	✓	

				Example purposes only to demonstrate audit cycle					
			Surveillance Audit:	1	2	3	Certification Renewal	4	5
Number	Work Area	Site(s) located	Sub-team (if applicable)	Jan-22	Jul-22	Jan-23	Certification Renewal Jul-23	Jan-21	Jul-21
4	Corporate Office (Central complaints & Plaudits management)	Weybridge* / Worcester*						✓	
5	Communications	Weybridge* / Worcester*					✓		✓
6	Procurement & Purchasing	Worcester *							✓
7	Dept. of Bacteriology	Weybridge	Management						✓
		Weybridge	Bacteriology – Field Epidemiology & Surveillance						✓
		Weybridge	Bacteriology – Bacterial Characterisation						✓
		Weybridge	Bacteriology – Immunology & Vaccines	✓					✓
8	Epidemiological Sciences (Maths/Risk, Data science Group)	Weybridge	Epidemiological Sciences - Management						✓
		Weybridge	Epidemiological Sciences - Epidemiology						✓
		York	Epidemiological Sciences – Biomathematics			✓			
		Weybridge	Epidemiological Sciences – Data Systems Group (DSG)			✓			
9	Estates management	Weybridge* / Worcester*					✓	✓	✓
10	Information & data management	Worcester*					✓	✓	
11	HR support	Worcester*		As and when required					
12	IT DDTS	Worcester*				✓	✓	✓	

				Example purposes only to demonstrate audit cycle					
			Surveillance Audit:	1	2	3	Certification Renewal	4	5
Number	Work Area	Site(s) located	Sub-team (if applicable)	Jan-22	Jul-22	Jan-23	Certification Renewal Jul-23	Jan-21	Jul-21
13	Pathology [Management]	Weybridge		✓					✓
14	Pathology [ASU]	Weybridge							✓
15	Pathology [Biobanking]	Weybridge		✓			✓	✓	
16	Pathology [SSU]	Weybridge		✓					
17	Pathology [Veterinary]	Weybridge / Lasswade							✓
18	Plant and Seed Varieties	Cambridge *				✓	✓	✓	
19	Records Management	Weybridge* / Worcester*				✓	✓	✓	
20	Science portfolio management (Lead Scientists)	Weybridge*							✓
21	Science Strategy and Planning (SSP)	Weybridge*				✓	✓		
22	Stores & Warehousing	Weybridge				✓	✓	✓	
23	Virology	Weybridge	Virology - Management	✓					✓
		Weybridge	Virology – Wildlife Zoonoses & Vector-Borne Disease	✓					✓
		Weybridge	Virology – Mammalian Virology	✓					✓
		Weybridge	Virology – Avian Virology & Mammalian Influenza			✓			
24	Wildlife	York	Wildlife - Management (York)	✓			✓	✓	
		Stroud	Wildlife – NWMC (Woodchester Park)	✓			✓	✓	

				Example purposes only to demonstrate audit cycle					
			Surveillance Audit:	1	2	3	Certification Renewal	4	5
Num ber	Work Area	Site(s) located	Sub-team (if applicable)	Jan- 22	Jul- 22	Jan-23	Certification Renewal Jul- 23	Jan- 21	Jul-21
		York	Wildlife – Parasitology & Lab Services (Sand Hutton, York)	✓			✓	✓	
		York	Wildlife – Wildlife Management Research (York)	✓			✓	✓	
		York	Wildlife – Numerical Sciences (York)	✓			✓	✓	

Table 2.2 – APHA Locations

Number	APHA Location
1	Cambridge
2	Lasswade
3	Stroud
4	Weybridge
5	Worcester
6	York