



FCO SERVICES

Part of the Foreign and Commonwealth Office

FCO Services and Great Circle Design

Agreement for Project WP8 - Contract Ref XLY138/001/14

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Section 1 – Form of Agreement

THIS AGREEMENT is made on

BETWEEN

- (1) The Secretary of State for Foreign and Commonwealth Affairs acting as part of the Crown and as represented by **FCO Services** (being a separate Trading Fund of the Foreign and Commonwealth Office without separate legal authority) whose principal place of business is at Hanslope Park, Hanslope, Milton Keynes, MK19 7BH ("**Authority**")
- (2) Great Circle Design (Company Registration No. 02618892) whose principal place of business is at Pine House, High Street, Wincanton, Somerset BA9 9JF ("**Supplier**")

IT IS AGREED THAT

1. Agreement documents

The Agreement is comprised of the following documents:

Section 1:	Form of Agreement
Section 2:	General Conditions
Section 3:	Schedule of Prices & Rates
Section 4:	Statement of Requirements

2. Interpretation

The meanings and interpretations set out in this Section 1 and in Section 2 will apply throughout the Agreement save where the contrary is expressed or the context does not so admit.

3. Commencement and duration

- 3.1 The Agreement shall commence and, unless extended or terminated in accordance with the provisions of this Agreement or otherwise lawfully terminated, expire on the following dates respectively ("**Initial Duration**"):

Commencement Date:	16/07/2014
Expiry Date:	15/07/2015

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- 3.2 The Authority may, but shall be under no obligation to, extend the duration of the Agreement beyond the Initial Duration for up to but no more than one additional period of a further twelve (12) months by giving to the Supplier in each case one (1) months' notice prior to the date on which this Agreement would otherwise expire, Subject to the total contract value and spend to date not exceeding £50,000.00

4. Addresses for Notices

- 4.1 Any notice to be given by a party to the other pursuant to this Agreement shall be addressed to the other party's Authorized Representative. The parties' respective Authorized Representatives are as follows:

	Authority	Supplier
Address:	[REDACTED], Hanslope Park Milton Keynes, MK19 7BH	
	[REDACTED]	

- 4.2 A party shall give notice to the other party of any change or subsequent change to the details of its authorized representative during the duration of this Agreement within two [2] Business Days of any such change.

5. Management of the Agreement

- 5.1 The management of and monitoring of performance under this Agreement shall be conducted by and between the Authorized Representatives and Contract Managers of each of the parties. The parties' respective Contract Managers are as follows:

	Authority	Supplier
	[REDACTED] Hanslope Park Milton Keynes, MK19 7BH	
	[REDACTED]	

- 5.2 A party shall give notice to the other party of any change or subsequent change to the details of its Contract Manager during the duration of this Agreement within two [2] Business Days of any such change.

- 5.3 The parties shall hold meetings to review management and performance of the Agreement ("**Contract Review Meetings**"):

- (a) On a minimum of two (2) occasions per year from the Commencement Date, unless otherwise agreed; and
- (b) At any time at the written request of the Authority, upon the giving by it of not less than five (5) Business Days' notice to the Supplier.

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- 5.4 No less than three (3) Business Days' prior to a scheduled Contract Review Meeting, the Authority shall submit to the Supplier a proposed agenda for that meeting together with details of Contract provision and performance in respect of the period under review.
- 5.5 Attendees at Contract Review Meetings shall be each party's Contract Manager together with such further representatives of either party that the party whom they represent proposes to the other no later than one (1) Business Day prior to the relevant Contract Meeting.
- 5.6 The agenda for any Contract Review Meeting shall include as a minimum the following items:
- (a) review and on-going development of provision by the Supplier under the Agreement;
 - (b) review of any issues that have arisen under or in connection with the Agreement;
 - (c) discussion of any proposed changes under or in connection with the Agreement;
 - (d) review of the efficiency with which the Agreement is being performed.

SIGNED in duplicate on behalf of the parties:

For the Authority	For the Supplier
Signature:	Signature:
Full Name:	Full Name:
Title of Position:	Title of Position:
Date:	Date:

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Section 2 – General Conditions

INTERPRETATION

1.1 In these Conditions, the following definitions apply:

“Agreement”	means the agreement between the parties in which these Conditions appear;
“Approval”	means the written consent of the Authority given by its authorised representative and “Approved” shall be construed accordingly;
“Authority”	the Secretary of State for Foreign and Commonwealth Affairs acting as part of the Crown and as represented by FCO Services (being a separate Trading Fund of the Foreign and Commonwealth Office without separate legal authority) whose principal place of business is at Hanslope Park, Hanslope, Milton Keynes, MK19 7BH.
“Business Day”	a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business;
“Conditions”	the terms and conditions set out in this Section;
“Contracting Authority”	as defined in the Public Contract Regulations 2006;
“Default”	means any breach of the obligations of either party (including but not limited to fundamental breach or breach of a fundamental term) or any default, act, omission, negligence or statement of either party, its employees, agents or sub-contractors in connection with or in relation to the subject matter of the Agreement and in respect of which such party is liable to the other;
“Deliverables”	all documents and materials developed by the Supplier or Staff as part of or in relation to the Services in any form or media, including without limitation drawings, maps, plans, diagrams, designs, pictures, computer programs, data, specifications and reports (including drafts);
“Delivery Location”	the Authority’s premises or such other location as is set out in the Purchase Order, or as instructed by the Authority prior to delivery;

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“EIR”	the Environmental Information Regulations 2004 and any guidance and/or codes of practice issued by the Information Commissioner’s Office or relevant government department in relation to such regulations;
“FOIA”	the Freedom of Information Act 2000 and any subordinate legislation made under this Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner’s Office or relevant government department in relation to such legislation;
“Goods”	the goods (or any part of them) set out in the Purchase Order;
“Government Body”	a department of central government, including any executive agency, non-governmental public body, office holder, commissioner, regulator or other body being part of the Crown;
“Guarantee Period”	the duration of any manufacturer’s warranty or guarantee together with such further period as is expressly stipulated in the Statement of Requirements or in the Agreement or, in the absence of such stipulation, a further period of twelve (12) months from the date of Delivery;
“Information”	has the meaning given under section 84 of the FOIA;
“Intellectual Property Rights”	all patents, rights to inventions, utility models, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world;
“Purchase Order”	the Authority's order for the Goods, as set out in the Authority's purchase order form or, if the Authority has not issued a purchase order form, in the Authority's written acceptance of the Supplier's quotation, as the case may be;

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“Request for Information”	a request for information or an apparent request under the Code of Practice on Access to Government Information, FOIA or the EIR;
“Services”	the services, including any Deliverables, to be provided by the Supplier under the Agreement as set out in the Statement of Requirements or the Purchase Order;
“Staff”	means all persons employed by the Supplier to perform the Agreement together with the Supplier’s servants, agents, carriers and sub-contractors used in the performance of or in connection with the Agreement;
“Statement of Requirements”	any specification for or description of the Goods and/or Services or any related training in the use of the Goods and/or Services, including any related plans and drawings, set out in the relevant Section of the Agreement or that is otherwise agreed in writing by the Authority and the Supplier;
“Supplier”	the person named as such in the Agreement;
“VAT”	value added tax chargeable under English law for the time being and any similar additional tax.

1.2 In these Conditions, unless the context requires otherwise, the following rules apply:

- (a) A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- (b) A reference to a party includes its personal representatives, successors or permitted assigns.
- (c) Words importing the:
 - (i) masculine include the feminine and the neuter;
 - (ii) singular meaning include where the context so admits the plural meaning and vice versa;
- (d) A reference to a clause is a reference to a clause or paragraph within these Conditions and a reference to a Section is a reference to a Section of the Agreement unless stated otherwise;
- (e) A reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.

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- (f) Any phrase introduced by the terms **including, include, in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- (g) A reference to **writing** or **written** includes faxes.
- (h) Headings are included for ease of reference only and shall not affect the interpretation of construction of these Conditions.

2. Basis of Agreement

- 2.1 These Conditions shall apply where the Agreement is for the supply of a combination of Goods and Services and together with the provisions of the other Sections shall represent the entire agreement between the parties relating to the subject matter of the Agreement and supersede all prior negotiations, representations or understandings whether written or oral. They apply to the Agreement and to any Purchase Order to the exclusion of any other terms that the Supplier seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 2.2 The Authority makes no commitment as to the volume of work placed with the Supplier. Commitment to purchase occurs when the Authority places a duly authorised Purchase Order.
- 2.3 The Authority relies on the skill and judgement of the Supplier in the supply of the Goods and/or Services and the execution of the Agreement.
- 2.4 The Supplier shall ensure that at all times it has and maintains all the licences, permissions, authorisations, consents and permits that it needs to carry out its obligations under the Agreement, including under any Purchase Order.
- 2.5 In the event that the Supplier in the course of the Agreement procures goods or services including equipment from third parties on behalf of the Authority then it shall at all times do so in accordance with the Public Contracts Regulations 2006 as though the Supplier were a Contracting Authority within the meaning of those Regulations.

3. Goods

- 3.1 The Supplier shall ensure that the Goods shall:
 - (a) correspond with their description, any approved samples and any applicable Statement of Requirements;
 - (b) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979, as amended) and fit for any purpose held out by the Supplier or made known to the Supplier by the Authority expressly or by implication;
 - (c) be free from defects in design, material and workmanship and remain so for the duration of the Guarantee Period;

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- (d) comply with all applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the Goods;
 - (e) comply with any instructions of the Authority or requirements of the carrier in relation to labelling, packaging, storage, handling and delivery of Goods as well as ensuring that: the Goods are marked with the contract number of the Agreement or such other reference number notified by the Authority; the net, gross and tare weights as well as the contents are marked on any container; and all containers of hazardous Goods (and all documentation relating thereto) bear prominent and adequate warnings; and
 - (f) be to the reasonable satisfaction of the Authority;
- 3.2 The Authority shall have the right to inspect and test the Goods at any time before delivery and the Supplier shall permit the Authority or authorised representatives to make any inspections or tests which may reasonably be required and shall afford all reasonable facilities and assistance free of charge at the Supplier's premises.
- 3.3 If required by the Authority, samples of Goods shall be submitted by the Supplier to the Authority for evaluation and approval at the Supplier's cost and expense and all subsequent deliveries of the Goods shall be equal in quality to or better than approved samples.
- 3.4 If following such inspection, testing or evaluation the Authority considers that the Goods do not conform or are unlikely to comply with the Supplier's undertakings at clause 3.1, the Authority shall inform the Supplier and, without prejudice to the Authority's other rights or remedies including those under clause 6, the Supplier shall immediately take such remedial action as is necessary to ensure compliance.
- 3.5 No failure to make complaint at the time of such inspection, tests or evaluation and no approval given during or after such tests, inspections or evaluation shall constitute a waiver by the Authority of any rights or remedies in respect of the Goods and, in particular, the Authority retains the right to reject the Goods. Notwithstanding any such inspection or testing, the Supplier shall remain fully responsible for the Goods and any such inspection or testing shall not reduce or otherwise affect the Supplier's obligations under the Agreement, and the Authority shall have the right to conduct further inspections and tests after the Supplier has carried out its remedial actions.
- 3.6 Where Goods are discontinued by the manufacturer, the Supplier shall supply an equivalent model equal or better than the original. The Supplier must notify the Authority three (3) months prior to discontinuation. Any equivalent model or better must be provided to the Authority free of charge for one (1) month for evaluation.
- 3.7 If the Authority gives notice to the Supplier during the Guarantee Period or within thirty (30) days thereafter of any defect in any of the Goods that has arisen under proper and normal use, the Supplier shall, without prejudice to the Authority's other rights or remedies including those under clause 7, as quickly as possible remedy such defects, either by repair or replacement as the Authority shall elect, without cost to the Authority.

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3.8 These Conditions shall apply to any repaired or replacement Goods supplied by the Supplier.

4. Delivery of Goods

4.1 The Supplier shall ensure that:

- (a) the Goods are properly packed and secured in such manner as to enable them to reach their destination in good condition;
- (b) each delivery of the Goods is accompanied by a delivery note which shows the date of the Purchase Order, the Purchase Order number (if any), the type and quantity of the Goods (including the code number of the Goods, where applicable), special storage instructions (if any) and, if the Goods are being delivered by instalments, the outstanding balance of Goods remaining to be delivered; and
- (c) if the Supplier requires the Authority to return any packaging material to the Supplier, that fact is clearly stated on the delivery note. Any such packaging material shall be returned to the Supplier at the cost of the Supplier.

4.2 The Supplier shall deliver the Goods:

- (a) on the date specified in the Purchase Order, or, if no such date is specified, within twenty eight (28) days of the date of the Purchase Order;
- (b) to the Delivery Location; and
- (c) during the Authority's normal business hours, or as instructed by the Authority.

4.3 Delivery of the Goods shall be completed on the completion of unloading the Goods from the transporting vehicle at the Delivery Location. Where the Goods are collected by the Authority delivery shall be completed when the Goods are loaded on the Authority's vehicle.

4.4 Unless otherwise expressly provided in the Purchase Order, delivery shall include unloading, stacking or installation of the Goods by the Staff at such place as the Authority or duly authorised person shall reasonably direct.

4.6 Where any access to the Authority's premises is necessary in connection with delivery or installation, the Supplier and the Supplier's sub-contractors or carriers shall at all times comply with the reasonable requirements of the Authority's security procedures.

4.6 The Supplier shall not deliver the Goods in instalments without the Authority's prior written consent. Where it is agreed that the Goods are to be delivered by instalments, they may be invoiced and paid for separately. However, failure by the Supplier to deliver any one instalment on time or at all or any defect in an instalment shall entitle the Authority to the remedies set out in clause 7.

4.7 The Authority shall be under no obligation to accept or pay for any Goods delivered in excess of the quantity ordered. If the Authority elects not to accept such over-delivered Goods it shall be entitled to give notice in writing to the Supplier to remove them within seven (7)

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days of receipt by the Supplier of such notice and to refund to the Authority any expenses incurred by the Authority as a result of such over-delivery (including but not limited to the costs of moving and storing them) failing which the Authority shall be entitled to dispose of such Goods and to charge the Supplier for the costs of such disposal. The risk in any over-delivered Goods shall remain with the Supplier until they are collected by or on behalf of the Supplier or disposed of or purchased by the Authority, as the case may be.

- 4.8 The Authority shall be under no obligation to accept or pay for any Goods supplied earlier or later than the date for delivery stated in the Purchase Order. Time of delivery shall be of the essence and failure to deliver within the time promised or specified shall entitle the Authority (at the Authority's option) to release itself from any obligation to accept and pay for the Goods and/or cancel all or part of the Purchase Order, in either case without prejudice to other rights and remedies.
- 4.9 The issue by the Authority of any receipt note for the Goods shall not constitute any acknowledgement of the condition or nature of those Goods.

5. Damage in Transit

On despatch of any consignment of the Goods the Supplier shall send to the Authority an advice note specifying the means of transport, the place and date of dispatch, the number of packages and their weight and volume. Where the Goods are either damaged in transit or having been placed in transit fail to be delivered to the Authority, the Authority shall elect:

- (a) to reject the consignment; or
- (b) require the Supplier free of charge to the Authority, to repair or replace the damaged Goods, and deliver the repaired or replaced Goods in accordance with the timescales specified in the Purchase Order provided that:
 - (i) in the case of damage to such Goods in transit the Authority shall within thirty (30) days of delivery give notice to the Supplier that the Goods have been damaged;
 - (ii) in the case of non-delivery the Authority shall (provided that it has been advised in writing of the dispatch of the Goods) within ten (10) days of the notified date of delivery give notice to the Supplier that the Goods have not been delivered.

6. Services

- 6.1 The Supplier shall from the Commencement Date or, where applicable, the date set out in the Purchase Order and for the duration of this Agreement provide the Services to the Authority in accordance with the terms of the Agreement.
- 6.2 The Supplier shall meet any performance dates for the Services specified in the Purchase Order or notified to the Supplier by the Authority.
- 6.3 In providing the Services, the Supplier shall:

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- (a) co-operate with the Authority in all matters relating to the Services, and comply with all instructions of the Authority;
- (b) perform the Services with the best care, skill and diligence in accordance with best practice in the Supplier's industry, profession or trade;
- (c) use personnel 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;
- (d) ensure that the Services and Deliverables will conform with all descriptions and specifications set out in the Specification, and that the Deliverables shall be fit for any purpose expressly or impliedly made known to the Supplier by the Authority;
- (e) provide all equipment, tools and vehicles and such other items as are required to provide the Services;
- (f) use the best quality goods, materials, standards and techniques, and ensure that the Deliverables, and all goods and materials supplied and used in the Services or transferred to the Authority, will be free from defects in workmanship, installation and design;
- (g) obtain and at all times maintain all necessary licences and consents, and comply with all applicable laws and regulations;
- (h) observe all health and safety rules and regulations and any other security requirements that apply at any of the Authority's premises;
- (i) hold all materials, equipment and tools, drawings, specifications and data supplied by the Authority to the Supplier ("**Authority Materials**") in safe custody at its own risk, maintain the Authority Materials in good condition until returned to the Authority, and not dispose or use the Authority Materials other than in accordance with the Authority's written instructions or authorisation; and
- (j) not do or omit to do anything which may cause the Authority to lose any licence, authority, consent or permission on which it relies for the purposes of conducting its business, and the Supplier acknowledges that the Authority may rely or act on the Services.

7. Remedies

- 7.1 If the Goods are not delivered on the date they are due as referred to in clause 4.2(a), or do not comply with the undertakings set out in clause 3.1, or if the Supplier fails to perform the Services by the applicable dates then, without limiting any of its other rights or remedies in these Conditions or in law, the Authority shall have the right to any one or more of the following remedies, whether or not, in the case of Goods, it has accepted the Goods:

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- (a) to terminate the Agreement or the Purchase Order in whole or in part with immediate effect by giving written notice to the Supplier;
 - (b) in the case of Goods, to reject the Goods (in whole or in part) and return them to the Supplier at the Supplier's own risk and expense;
 - (c) in the case of Goods, to require the Supplier within seven (7) days to repair or replace the rejected Goods, or to provide a full refund of the price of the rejected Goods;
 - (d) to refuse to accept any subsequent delivery of the Goods or any performance of the Services which the Supplier attempts to make;
 - (e) to recover from the Supplier any costs incurred by the Authority in obtaining substitute goods or services from a third party capped to the value of the contract;
 - (f) where the Customer has paid in advance for Services that have not been provided by the Supplier, to have such sums refunded by the Supplier; and/or
 - (g) to claim damages for any other costs, loss or expenses incurred by the Authority which are in any way attributable to the Supplier's failure to carry out its obligations under the Agreement.
- 7.2 These Conditions shall extend to any substituted or remedial goods or services provided by the Supplier.
- 7.3 The Supplier shall keep the Authority indemnified in full against all costs, expenses, damages and losses (whether direct or indirect), including any interest, penalties, and legal and other professional fees and expenses awarded against or incurred or paid by the Authority as a result of or in connection with:
- (a) any claim made against the Authority for actual or alleged infringement of a third party's intellectual property rights arising out of, or in connection with, the supply or use of the Goods or Services, to the extent that the claim is attributable to the acts or omissions of the Supplier or Staff;
 - (b) Deleted
 - (c) any claim made against the Authority by a third party for death, personal injury or damage to property arising out of, or in connection with, defects in Goods, to the extent that the defect in the Goods is attributable to the acts or omissions of the Supplier or Staff.
- This clause 7.3 shall survive expiry or termination of the Agreement.
- 7.4 The Authority's rights and remedies under these Conditions are cumulative and in addition to its rights and remedies implied by statute and common law.
- 7.5 Save that the Authority does not limit or exclude its liability to the Supplier for:

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- (a) death or personal injury caused by its negligence; or
- (b) fraud or fraudulent misrepresentation

in no event shall the Authority be liable to the Supplier for:

- (a) loss of profits, business, revenue, or goodwill; or
- (b) any indirect or consequential loss or damage

howsoever arising.

8. Price and Payment

- 8.1 The price of the Goods shall be the price set out in the Purchase Order, or, if no price is quoted, the price set out in the relevant Section of the Agreement.
- 8.2 The price of the Goods is exclusive of amounts in respect of VAT, but includes the costs of packaging, insurance and carriage of the Goods. No extra charges shall be effective unless agreed in writing and signed by the Authority.
- 8.3 Where appropriate, the price of the Goods shall include the cost of instruction of the Authority's personnel in the use of the Goods, such instruction to be in accordance with the requirements of the Purchase Order or the relevant Statement of Requirements.
- 8.4 The charges for the Services shall be set out in the Purchase Order, and shall be the full and exclusive remuneration of the Supplier in respect of the performance of the Services. Unless otherwise agreed in writing by the Authority, the charges shall include every cost and expense of the Supplier directly or indirectly incurred in connection with the performance of the Services.
- 8.5 The Authority shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of the Goods and/or Services.
- 8.6 The Supplier shall invoice the Authority monthly in arrears and, in the case of Goods, after the completion of delivery. Each invoice shall contain such supporting information required by the Authority to verify the accuracy of the invoice, including but not limited to the relevant Purchase Order number and all appropriate references together with, in the case of Goods, a detailed breakdown of the Goods, and shall be supported by any other documentation required by the Authority to substantiate the invoice.
- 8.7 Where the Supplier enters into a sub-contract with a supplier or contractor for the purpose of performing the Agreement or any Purchase Order, it shall cause a term to be included in such a sub-contract which requires payment to be made of undisputed sums by the Supplier to the sub-contractor within a specified period not exceeding thirty (30) days from the receipt of a valid invoice, as defined by the sub-contract requirements.

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- 8.8 The Authority shall pay undisputed sums due to the Supplier within thirty (30) days of receipt of the correctly rendered invoice supplied to the satisfaction of the Authority. Payment shall be made to the bank account nominated in writing by the Supplier.
- 8.9 By the 15th day of each month, the Supplier will provide the Authority with a statement of accounts showing details of all invoices/credit notes submitted during the previous month. As a minimum, the information should include the invoice (or credit note) date, invoice (or credit note) number and value.
- 8.10 The Authority may reduce payment in respect of any Goods or Services which the Supplier has either failed to provide or has provided inadequately, without prejudice to any other rights or remedies of the Authority.
- 8.11 Wherever under the Agreement any sum of money is recoverable from or payable by the Supplier (including any sum that the Supplier is liable to pay to the Authority in respect of any breach of the Agreement), the Authority may unilaterally deduct that sum from any sum then due, or which at any later time may become due to the Supplier under the Agreement or under any other agreement or contract with the Authority.
- 8.12 Any overpayment by the Authority to the Supplier, whether of the price of the Goods or Services or of VAT, shall be a sum of money recoverable by the Authority from the Supplier.
- 8.13 The Supplier shall make any payments due to the Authority without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise, unless the Supplier has a valid court order requiring an amount equal to such deduction to be paid by the Authority to the Supplier.
- 8.14 The Supplier shall not suspend the supply of the Goods or Services unless the Supplier is entitled to terminate the Agreement under clause 10.6 for failure to pay undisputed charges.
- 8.15 If a party fails to pay any amount properly due and payable by it under the Agreement, the defaulting party shall pay interest on the overdue amount in accordance with the Late Payment of Commercial Debts (Interest) Act 1998. The defaulting party shall pay the interest together with the disputed amount. This clause shall not apply to payments that the defaulting party disputes in good faith.

9. Insurance

- 9.1 While the Agreement remains in force and for a period of three (3) years thereafter, the Supplier shall maintain in effect, with a reputable insurance company, product liability insurance and public liability insurance to cover such heads of liability as may arise under or in connection with the Agreement, including death or personal injury, loss of or damage to property or any other loss.
- 9.2 The Supplier shall hold employer's liability insurance in respect of Staff in accordance with any legal requirement for the time being in force.

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- 9.3 The Supplier shall produce to the Authority, on request, copies of all insurance policies referred to in this clause 9 or a broker's verification of insurance to demonstrate that the appropriate cover is in place, as well as a copy of the insurance certificates on the anniversary of the commencement date if requested, together with receipts or other evidence of payment of the latest premiums due under those policies.
- 9.4 If, for whatever reason, the Supplier fails to give effect to and maintain the insurances required by the Agreement, the Authority may make alternative arrangements to protect its interests and may recover the costs of such arrangements from the Supplier.
- 9.5 The terms of any insurance or the amount of cover shall not relieve the Supplier of any liabilities under the Agreement. It shall be the responsibility of the Supplier to determine the amount of insurance cover that will be adequate to enable the Supplier to satisfy any liability referred to in clause 7.3 or clause 9.1.

10. Termination

- 10.1 The Authority may terminate the Agreement or any Purchase Order in whole or in part at any time before delivery with immediate effect by giving the Supplier written notice, whereupon the Supplier shall discontinue all work under the Agreement or the relevant Purchase Order. The Authority shall pay the Supplier fair and reasonable compensation for work-in-progress at the time of termination, but such compensation shall not include loss of anticipated profits or any consequential loss.
- 10.2 The Authority may terminate the Agreement and any Purchase Order with immediate effect by giving written notice to the Supplier if the Supplier becomes subject to any of the following events (or any similar events under the law of any other jurisdiction within the United Kingdom):
- (a) the Supplier suspends, or threatens to suspend, payment of its debts, or is unable to pay its debts as they fall due or admits inability to pay its debts, or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986, or (being a partnership) has any partner to whom any of the foregoing apply;
 - (b) the Supplier commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than (where the Supplier is a company) these events take place for the sole purpose of a scheme for a solvent amalgamation of the Supplier with one or more other companies or the solvent reconstruction of the Supplier;
 - (c) (being a company) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Supplier, other than

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for the sole purpose of a scheme for a solvent amalgamation of the Supplier with one or more other companies or the solvent reconstruction of the Supplier;

- (d) (being an individual) the Supplier is the subject of a bankruptcy petition or order;
- (e) a creditor or encumbrancer of the Supplier attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within fourteen (14) days;
- (f) (being a company) an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the Supplier;
- (g) (being a company) a floating charge holder over the Supplier's assets has become entitled to appoint or has appointed an administrative receiver;
- (h) a person becomes entitled to appoint a receiver over the Supplier's assets or a receiver is appointed over the Supplier's assets;
- (i) any event occurs, or proceeding is taken, with respect to the Supplier in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 11.2(a) to clause 11.2(h) inclusive;
- (j) the Supplier suspends, or threatens to suspend, or ceases or threatens to cease to carry on, all or substantially the whole of its business;
- (k) the Supplier's financial position deteriorates to such an extent that in the Authority's opinion the Supplier's capability to adequately fulfil its obligations under the Agreement has been placed in jeopardy;
- (l) (being an individual) the Supplier dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his or her own affairs or becomes a patient under any mental health legislation; or
- (m) the Supplier undergoes a change of control, within the meaning of section 416 of the Income and Corporation Taxes Act 1988, which impacts adversely and materially on the performance of the Agreement.

10.3 The Authority may only exercise its right under clause 10.2(m) within six (6) months after a change of control occurs and shall not be permitted to do so where it has agreed in advance to the particular change of control that occurs. The Supplier shall notify the Authority immediately when any change of control occurs.

10.4 The Authority may terminate the Agreement, or terminate the provision of any part of the Agreement whether or not under any Purchase Order, by written notice to the Supplier with immediate effect if the Supplier commits a Default and if:

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- (a) the Supplier has not remedied the Default to the satisfaction of the Authority within thirty (30) days, or such other period as may be specified by the Authority, after issue of a written notice specifying the Default and requesting it to be remedied; or
- (b) the Default is not capable of remedy; or
- (c) the Default is a fundamental breach of the Agreement.

10.5 In the event that through any Default of the Supplier, data transmitted or processed in connection with the Agreement or any Purchase Order is either lost or sufficiently degraded as to be unusable, the Supplier shall be liable for the cost of reconstitution of that data and shall provide a full credit in respect of any charge levied for its transmission.

10.6 The Supplier may terminate the Agreement if the Authority is in material breach of its obligations to pay undisputed charges by giving the Authority ninety (90) days' notice specifying the breach and requiring its remedy. The Supplier's right of termination under this clause 10.6 shall not apply to non-payment of the charges where such non-payment is due to the Authority exercising its rights under clause 8.11.

10.7 The Authority shall have the right to terminate the Agreement at any time by giving three (3) months' written notice to the Supplier. The Authority may extend the period of notice at any time before it expires.

11. Consequences of Termination

11.1 Termination of the Agreement, or of any part of the Agreement, including any Purchase Order, however arising, shall not affect any of the parties' rights and remedies that have accrued as at termination. Clauses which expressly or by implication survive termination of the Agreement shall continue in full force and effect.

11.2 Where the Authority terminates the Agreement under clause 10.4, or terminates the provision of any part of the Agreement, including any Purchase Order, under that clause, and then makes other arrangements for the provision of Goods the Authority shall be entitled to recover from the Supplier the cost of making those other arrangements and any additional expenditure incurred by the Authority throughout the remainder of the duration of the Agreement, as applicable. Where the Agreement or Purchase Order is terminated under clause 10.4, no further payments shall be payable by the Authority to the Supplier until the Authority has established the final cost of making those other arrangements.

11.3 Where the Authority terminates the Agreement under clause 10.7, any Purchase Order outstanding at the date of termination shall also terminate. The Authority shall indemnify the Supplier against any commitments, liabilities or expenditure which would otherwise represent an unavoidable loss by the Supplier by reason of the termination of the Agreement and any contract, provided that the Supplier takes all reasonable steps to mitigate such loss. Where the Supplier holds insurance, the Supplier shall reduce its unavoidable costs by any insurance sums available. The Supplier shall submit a fully

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itemised and costed list of such loss, with supporting evidence, of losses reasonably and actually incurred by the Supplier as a result of termination under clause 10.7.

- 11.4 The Authority shall not be liable under clause 11.3 to pay any sum which:
- (a) was claimable under insurance held by the Supplier, and the Supplier has failed to make a claim on its insurance, or has failed to make a claim in accordance with the procedural requirements of the insurance policy; or
 - (b) when added to any sums paid or due to the Supplier under the Agreement, exceeds the total sum that would have been payable to the Supplier if the Agreement had not been terminated prior to the expiry of the Agreement.
- 11.5 Upon termination (howsoever arising) or expiry of the Agreement, the Supplier shall:
- (a) forthwith deliver to the Authority upon request all the Authority's Materials (including but not limited to materials, documents, information, access keys) relating to the Agreement in its possession or under its control or in the possession or under the control of any permitted suppliers or sub-contractors and in default of compliance with this Clause the Authority may recover possession thereof and the Supplier grants a licence to the Authority or its appointed agents to enter (for the purposes of such recovery) any premises of the Supplier or its permitted suppliers or sub-contractors where any such items may be held; and
 - (b) co-operate free of charge with the Authority and any new contractor appointed by the Authority to continue or take over the performance of the Agreement in order to ensure an effective handover of all work then in progress
- 11.6 The provisions of this clause 11 shall survive expiry or termination of the Agreement.

12. Confidentiality

- 12.1 Subject to the further provisions of this clause 12, a party ("**Receiving Party**") shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and any other confidential information concerning the other party ("**Disclosing Party**")'s business or its products or its services ("**Confidential Information**") which have been disclosed to the Receiving Party by the Disclosing Party, its employees, agents or sub-contractors, or which the Receiving Party may obtain in the course of or in connection with the Agreement. The Receiving Party shall restrict disclosure of such Confidential Information to such of its employees, agents or sub-contractors as need to know it for the purpose of discharging the Receiving Party's obligations under the Agreement, and shall ensure that such employees, agents or sub-contractors are subject to obligations of confidentiality corresponding to those which bind the Receiving Party.
- 12.2 The provisions of clause 12.1 shall not apply to any Confidential Information received by one party from the other which:

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- (a) is or becomes public knowledge (otherwise than by breach of this clause 12);
- (b) is received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure;
- (c) was in the possession of the Receiving Party, without restriction as to its disclosure, before receiving it from the Disclosing Party;
- (d) is independently developed without access to the Confidential Information; or
- (e) must be disclosed pursuant to a statutory, legal or parliamentary obligation placed upon the party making the disclosure, including any requirements for disclosure under the FOIA or the EIR pursuant to clause 14.

12.3 Nothing in these Conditions, including the provisions of this clause 12, shall prevent the Authority disclosing the Confidential Information of the Supplier:

- (a) on a confidential basis to any Government Body or Contracting Authority for any proper purpose of the Authority or of the relevant Government Body or Contracting Authority;
- (b) to Parliament and Parliamentary Committees or if required by any Parliamentary reporting requirement;
- (c) to the extent that the Authority (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions;
- (d) on a confidential basis to a professional adviser, consultant, supplier or other person (including any benchmarking organisation) engaged by the Authority or any Government Body or Contracting Authority for any purpose relating to or connected with the Agreement;
- (e) on a confidential basis for the purpose of the exercise of its rights under the Agreement; or
- (f) on a confidential basis to a proposed assignee or successor body in connection with any assignment, novation or disposal of any of its rights, obligations or liabilities under the Agreement,

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 Authority under this clause 12.

12.4 Nothing in this clause 12 shall prevent either party from using any techniques, ideas or know-how gained during the performance of the Agreement in the course of its normal business, to the extent that this does not result in a disclosure of Confidential Information or an infringement of Intellectual Property Rights.

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- 12.5 The parties acknowledge that, except for any information which is declared by the Authority to fall within one or more of the exceptions in clause 12.6(a) – (g) below, the content of the Agreement is not Confidential Information. Notwithstanding any other term of the Agreement, the Supplier hereby gives his consent for the Authority to publish the Agreement in its entirety, including from time to time agreed changes to the Agreement, to the general public.
- 12.6 The Authority may, at its sole discretion, redact information from the Agreement prior to publishing for one or more of the following reasons:
- (a) national security;
 - (b) personal data;
 - (c) information protected by intellectual property law;
 - (d) information which is not in the public interest to disclose (under a Freedom of Information Act analysis)
 - (e) third party confidential information;
 - (f) IT security; or
 - (g) prevention of fraud.
- 12.7 In the event that the Supplier fails to comply with this clause 12, the Authority reserves the right to terminate the Agreement by notice in writing with immediate effect.
- 12.8 The provisions under this clause 12 are without prejudice to the application of the Official Secrets Acts 1911 to 1989 to any Confidential Information.
- 12.9 This clause 12 shall survive expiry or termination of the Agreement.
- 13. Official Secrets Acts 1911 to 1989**
- 13.1 The Supplier undertakes to abide by, and ensure that its Staff abide by, the provisions of the Official Secrets Acts 1911 to 1989.
- 14. Freedom of Information**
- 14.1 The Supplier acknowledges that the Authority is subject to the requirements of FOIA and the EIR and shall assist and co-operate with the Authority (at the Supplier's expense) to enable the Authority to comply with these Information disclosure requirements.
- 14.2 The Supplier shall:
- (a) transfer the Request for Information to the Authority as soon as practicable after receipt and in any event within three (3) days of receiving a Request for Information;

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- (b) provide the Authority with a copy of all Information in its possession or power in the form that the Authority requires within seven (7) days (or such other period as the Authority may specify) of the Authority requesting that Information; and
 - (c) provide all necessary assistance as reasonably requested by the Authority to enable the Authority to respond to a Request for Information within the time for compliance set out in section 10 of FOIA or regulation 5 of the EIR.
- 14.3 The Authority shall be responsible for determining at its absolute discretion whether Confidential Information and/or any other Information:
 - (a) is exempt from disclosure in accordance with the provisions of FOIA or the EIR;
 - (b) is to be disclosed in response to a Request for Information.
- 14.4 In no event shall the Supplier respond directly to a Request for Information unless expressly authorised to do so by the Authority.
- 14.5 The Supplier acknowledges that the Authority may, acting in accordance with the Secretary of State for Constitutional Affairs' Code of Practice on the discharge of public authorities' functions under Part 1 of FOIA (issued under section 45 of FOIA, November 2004), be obliged under FOIA or the EIR to disclose Information:
 - (a) without consulting with the Supplier, or
 - (b) following consultation with the Supplier and having taken its views into account.

provided always that where clause 14.5(b) applies the Authority shall, in accordance with any recommendations of the Code, take reasonable steps, where appropriate, to give the Supplier advanced notice, or failing that, to draw the disclosure to the Supplier's attention after any such disclosure.
- 14.6 The Supplier shall ensure that all Information produced in the course of the Agreement or relating to the Agreement, including any Purchase Order, is retained for disclosure and shall permit the Authority or the Authority's representative to inspect such records as requested from time to time.
- 14.7 The Supplier acknowledges that any lists or schedules provided by it outlining Confidential Information are of indicative value only and that the Authority may nevertheless be obliged to disclose Confidential Information in accordance with clause 14.5.
- 14.8 This clause 14 shall survive expiry or termination of the Agreement.

15. Data Protection

- 15.1 With respect to the parties' rights and obligations under the Agreement, the parties agree that the Authority is the Data Controller and that the Supplier is the Data Processor, as the terms "Data Controller" and "Data Processor" are respectively defined in the Data Protection Act 1998 ("DPA").

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15.2 The Supplier shall:

- (a) process the Personal Data (as defined in the DPA) only in accordance with instructions from the Authority (which may be specific instructions or instructions of a general nature as set out in the Agreement or as otherwise notified by the Authority to the Supplier during the term of the Agreement);
- (b) process the Personal Data only to the extent, and in such manner, as is necessary for the provision of the Goods or as is required by law or any regulatory body;
- (c) implement appropriate technical and organisational measures to protect the Personal Data against unauthorised or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure. These measures shall be appropriate to the harm which might result from any unauthorised or unlawful Processing, accidental loss, destruction or damage to the Personal Data and having regard to the nature of the Personal Data which is to be protected;
- (d) take reasonable steps to ensure the reliability of any Staff or its other personnel who have access to the Personal Data;
- (e) obtain prior written consent from the Authority in order to transfer the Personal Data to any sub-contractors or affiliates for the provision of the Goods;
- (f) ensure that all Staff required to access the Personal Data are informed of the confidential nature of the Personal Data and comply with the obligations set out in this clause 15;
- (g) ensure that none of the Staff publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Authority;
- (h) notify the Authority within three (3) Business Days, if it receives:
 - (i) a request from a Data Subject (as defined in the DPA) to have access to that person's Personal Data; or
 - (ii) a complaint or request relating to the Authority's obligations under the DPA;
- (i) provide the Authority with full co-operation and assistance in relation to any complaint or request made, including by:
 - (i) providing the Authority with full details of the complaint or request;
 - (ii) complying with a data access request within the relevant timescales set out in the DPA and in accordance with the Authority's instructions;
 - (iii) providing the Authority (within the timescales required by the Authority) with any Personal Data it holds in relation to a Data Subject; and
 - (iv) providing the Authority with any information requested by the Authority;

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- (j) permit the Authority or the Authority's representative (subject to reasonable and appropriate confidentiality undertakings), to inspect and audit, in accordance with clause 22 (Audit), the Supplier's data processing activities (and/or those of its agents, subsidiaries and sub-contractors) and comply with all reasonable requests or directions by the Authority to enable the Authority to verify and/or procure that the Supplier is in full compliance with its obligations under the Agreement;
- (k) provide a written description of the technical and organisational methods employed by the Supplier for processing Personal Data (within the timescales required by the Authority); and
- (l) not Process Personal Data outside the European Economic Area without the prior written consent of the Authority and, where the Authority consents to a transfer, to comply with:
 - (i) the obligations of a Data Controller under the Eighth Data Protection Principle set out in Schedule 1 of the DPA by providing an adequate level of protection to any Personal Data that is transferred; and
 - (ii) any reasonable instructions notified to it by the Authority.

15.3 The Supplier shall comply at all times with the DPA and shall not perform its obligations under the Agreement in such a way as to cause the Authority to breach any of its applicable obligations under the DPA.

16 Prevention of Bribery

16.1 For the purposes of this clause 17 the following terms shall bear the following meanings:

“Bribery Act” means the Bribery Act 2010 and any subordinate legislation made under that Act from time to time together with any guidance or codes of practice issued by the relevant government department concerning the legislation;

“Prohibited Act” the following constitute Prohibited Acts:

- (a) to directly or indirectly offer, promise or give any person working for or engaged by the Authority a financial or other advantage to:
 - (i) induce that person to perform improperly a relevant function or activity; or
 - (ii) reward that person for improper performance of a relevant function or activity;
- (b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with the Agreement;
- (c) committing any offence:

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- (i) under the Bribery Act;
- (ii) under legislation creating offences concerning fraudulent acts;
- (iii) at common law concerning fraudulent acts relating to the Agreement or any other contract with the Authority; or
- (i) defrauding, attempting to defraud or conspiring to defraud the Authority;

“Supplier Party” means the Supplier’s agents, consultants and contractors, including each sub-contractor and all employees (whether or not Staff) of the Supplier or of any sub-contractor.

16.2 The Supplier:

- (a) shall not, and shall procure that any Supplier Party shall not, in connection with the Agreement commit a Prohibited Act;
- (b) warrants, represents and undertakes that it is not aware of any financial or other advantage being given to any person working for or engaged by the Authority, or that an agreement has been reached to that effect, in connection with the execution of the Agreement, excluding any arrangement of which full details have been disclosed in writing to the Authority before execution of the Agreement.

16.3 The Supplier shall:

- (a) if requested, provide the Authority with any reasonable assistance, at the Authority's reasonable cost, to enable the Authority to perform any activity required by any relevant government or agency in any relevant jurisdiction for the purpose of compliance with the Bribery Act;
- (b) within ten (10) Business Days of the commencement date of the Agreement, and annually thereafter during the term of the Agreement, certify to the Authority in writing (such certification to be signed by an officer of the Supplier) compliance with this clause 16 by the Supplier and all persons associated with it or other persons who are supplying goods or services in connection with the Agreement. The Supplier shall provide such supporting evidence of compliance as the Authority may reasonably request.

16.4 The Supplier shall have an anti-bribery policy (which shall be disclosed to the Authority) to prevent any Supplier Party from committing a Prohibited Act and shall enforce it where appropriate.

16.5 If any breach of clause 16.2 is suspected or known, the Supplier must notify the Authority immediately.

16.6 If the Supplier notifies the Authority that it suspects or knows that there may be a breach of clause 16.2, the Supplier must respond promptly to the Authority's enquiries, co-operate with any investigation, and allow the Authority to audit books, records and any other

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relevant documentation. This obligation shall continue for three (3) years following the expiry or termination of the Agreement.

- 16.7 The Authority may terminate the Agreement by written notice with immediate effect if the Supplier or any Supplier Party (in all cases whether or not acting with the Supplier's knowledge) breaches clause 16.2. In determining whether to exercise the right of termination under this clause 16.7, the Authority shall give all due consideration, where appropriate, to action other than termination of the Agreement unless the Prohibited Act is committed by the Supplier or a senior officer of the Supplier or by an employee, sub-contractor or supplier not acting independently of the Supplier. The expression "not acting independently of" (when used in relation to the Supplier or a sub-contractor) means and shall be construed as acting:

- (a) with the authority; or,
- (b) with the actual knowledge;

of any one or more of the directors of the Supplier or the sub-contractor (as the case may be); or

- (c) in circumstances where any one or more of the directors of the Supplier ought reasonably to have had knowledge.

- 16.8 Any notice of termination under clause 16.5 must specify:

- (a) the nature of the Prohibited Act;
- (b) the identity of the party whom the Authority believes has committed the Prohibited Act; and
- (c) the date on which the Agreement will terminate.

- 16.9 Any dispute relating to:

- (a) the interpretation of clause 16; or
- (b) the amount or value of any gift, consideration or commission,

shall be determined by the Authority and its decision shall be final and conclusive.

- 16.10 Any termination under clause 16.7 will be without prejudice to any right or remedy which has already accrued or subsequently accrues to the Authority.

17. Discrimination

- 17.1 The Supplier shall not unlawfully discriminate within the meaning and scope of any law, enactment, order, or regulation relating to discrimination (whether in age, race, gender, religion, disability, sexual orientation or otherwise) in employment.

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- 17.2 The Supplier shall take all reasonable steps to secure the observance of clause 17.1 by all Supplier Parties employed in performance of the Agreement.

18. Health & Safety

- 18.1 The Supplier shall promptly notify the Authority of any health and safety hazards which may arise in connection with the performance of the Agreement. The Authority shall promptly notify the Supplier of any health and safety hazards that may exist or arise at the Authority's Premises and that may affect the Supplier in the performance of the Agreement.
- 18.2 While on the Authority's premises, the Supplier shall comply with any health and safety measures implemented by the Authority in respect of its personnel and other persons working on those premises.
- 18.3 The Supplier shall notify the Authority immediately in the event of any incident occurring in the performance of the Agreement on the Authority's premises where that incident causes any personal injury or damage to property that could give rise to personal injury.
- 18.4 The Supplier shall comply with the requirements of the Health and Safety at Work etc. Act 1974 and any other acts, orders, regulations and codes of practice relating to health and safety, which may apply to Staff and other persons working on the Authority's premises in the performance of the Agreement.
- 18.5 The Supplier shall ensure that its health and safety policy statement (as required by the Health and Safety at Work etc Act 1974) is made available to the Authority on request.

19. Business Continuity

- 19.1 The Authority has adopted the British Standard BS25999 as an independent standard against which to assess the Business Continuity Plans (BCP) of suppliers. The Supplier shall have a BCP of which the key purpose will be to:
- (a) ensure that, in the event of a failure of or disruption to the provision of Goods, the Authority is able to maintain continuity of Goods provision within 48 hours;
 - (b) prevent loss of data;
 - (c) prevent or minimise (as far as possible) any impact on the achievement of any Statement of Requirements; and
 - (d) ensure that normal provision of the Goods is recommenced as soon as possible.
- 19.2 The Supplier must ensure that the BCP addresses all possible levels of impact from minimum disruption to total failure, and predicts (as far as possible) the range of incidents that might compromise the Supplier's ability to provide the Goods to the Authority under the terms of the Agreement.
- 19.3 The Supplier will ensure the BCP is designed to:

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- (a) guarantee that the Goods are provided in accordance with the Agreement at all times during and after the invocation of the BCP;
 - (b) minimise the adverse impact of any incident, disaster, service failure, or disruption to the Supplier's business such that the impact on the operations of the Authority is minimal as far as reasonably possible; and
 - (c) comply with BS25999 and all other industry standards from time to time in force.
- 19.4 The Supplier must ensure that the BCP is sufficiently flexible, and can be updated as required, to support and reflect any changes to the Goods or to the business processes as specified by the Authority.
- 19.5 The Supplier shall not be entitled to any relief from its obligations under the terms of the Agreement or to any increase in the charges to the extent that a disaster occurs as a consequence of any breach by the Supplier of the Agreement.
- 19.6 The Supplier will set out the arrangements in the BCP that are to be invoked to ensure that the Authority's business processes and operations facilitated by the Agreement remain supported, and to ensure continuity of the business operations supported by the Agreement. Unless the Authority expressly states otherwise in writing, it shall include but not be limited to:
 - (a) the alternative processes (including business processes), and options and responsibilities that may be adopted in the event of a failure in or disruption to the provision; and
 - (b) the steps to be taken by the Supplier upon resumption of the provision in order to address any prevailing effect of the failure or disruption .
- 19.7 The Supplier will ensure that the BCP addresses the various possible levels of failures of, or disruption to, the provision, and the steps to be taken to remedy the different levels of failure and disruption. The BCP shall also clearly set out the conditions and/or circumstances under which the plan is invoked.
- 19.8 The Supplier shall review part or all of the BCP (and the risk analysis on which it is based):
 - (a) on a regular basis and as a minimum once every twelve (12) calendar months; and
 - (b) provide the Authority, upon request, with evidence that the BCP has been subject to an annual review.

20. Security

- 20.1 The Authority shall be responsible for maintaining the security of its premises in accordance with standard security requirements. The Supplier shall comply with all reasonable security requirements of the Authority while on the Authority's premises and shall procure that all of Staff, sub-contractors, agents and servants shall likewise comply with such requirements.

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20.2 The Authority reserves the right under the Agreement to refuse to admit to, or to withdraw permission to remain on, any premises occupied by or on behalf of the Crown:

- (a) any member of the Staff; or
- (b) any person employed or engaged by a sub-contractor, agent or servant of the Supplier

whose admission or continued presence would be, in the opinion of the Authority, inappropriate.

20.3 The Supplier shall procure that Staff engaged within the boundaries of a Government establishment, shall comply with such rules, regulations and requirements (including those relating to security arrangements) as may be in force from time to time for the conduct of personnel when at that establishment and when outside that establishment.

20.4 The Supplier shall, and shall ensure that any sub-contractor shall, at all material times fully comply with the mandatory security requirements specified in the Statement of Requirements and in particular, but without limitation, shall and shall ensure that any sub-contractor shall:

- (a) remain compliant with any industry standards stipulated in the Statement of Requirements;
- (b) comply with the procedures set out in the Statement of Requirements for vetting personnel in respect of all Staff employed or engaged in the provision of the Services and ensure that all such Staff are in possession of the required level of security clearance stipulated therein.

20.5 The Supplier shall operate and maintain a security management process to ensure compliance with the mandatory security requirements set out in the Statement of Requirements and shall advise the Authority as soon as it becomes aware of any breach, or potential breach, of those security requirements or any other breach, or potential breach, of security which may adversely affect the Services or be prejudicial to the interests of the Customer.

20.6 The Customer shall have the right, in its absolute discretion, to require the Supplier not to use specified individuals employed or engaged by the Supplier, or by a sub-contractor, in the performance of specified elements of the Services. The Customer shall not exercise this right in breach of any law.

20.7 If and when directed by the Authority, the Supplier shall provide a list of the names and addresses of all persons who it is expected may require admission in connection with the Agreement to any premises occupied by or on behalf of the Crown or who it is expected may be engaged in the performance of any specified elements of the Services, specifying the capacities in which they are concerned with the Agreement and giving such other particulars as the Authority may reasonably require.

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20.8 If the Supplier shall fail to comply with clause 20.7 the Authority (whose decision shall be final and conclusive) may decide that such failure is prejudicial to the interests of the State. Further, if the Supplier does not comply with the provisions of clause 20.7 within a reasonable time of written notice from the Authority so to do then the Authority may terminate the Agreement provided always that such termination shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereafter accrue to the Authority.

20.9 The decision of the Authority as to whether any person is to be refused access to any premises occupied by or on behalf of the Crown or not to be used in the performance of specified elements of the Services and as to whether the Supplier has failed to comply with clause 20.7 shall be final and conclusive.

21. Intellectual Property Rights

21.1 Intellectual Property Rights in any specifications, instructions, plans, data, drawings, databases, patents, patterns, models, designs or other material:

- (a) furnished to or made available to the Supplier by the Authority shall remain the property of the Authority;
- (b) prepared by or for the Supplier for use, or intended use, in relation to the performance of this Agreement shall belong to the Authority

and the Supplier shall not, and shall procure that the Supplier's employees, servants, agents, suppliers and sub-contractors shall not, (except when necessary for the implementation of the Agreement) without prior Approval, use or disclose any such Intellectual Property Rights, or any other information (whether or not relevant to the Agreement) which the Supplier may obtain in performing the Agreement except information which is in the public domain.

21.2 The Supplier shall obtain Approval before using any material, in relation to the performance of the Agreement, which is or may be subject to any third party Intellectual Property Rights. The Supplier shall procure that the owner of the rights grants to the Authority a non-exclusive licence or, if itself a licensee of those rights, shall grant to the Authority an authorised sub-licence, to use, reproduce, and maintain the material. Such licence or sub-licence shall be non-exclusive, perpetual and irrevocable, shall include the right to sub-license, transfer, novate or assign to other Contracting Authorities, any replacement to the Supplier or to any other third party providing services to the Authority, and shall be granted at no cost to the Authority.

21.3 Save as provided for in clause 21.2,

21.3.1 in respect of products of the Services including the Deliverables or any part of them, transferred by the Supplier to the Authority under this Agreement, the Supplier warrants that it has full clear and unencumbered title to all such items, and that at

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the date of delivery of such items to the Authority, it will have full and unrestricted rights to transfer all such items to the Authority.

- 21.3.2 the Supplier assigns to the Authority, with full title guarantee and free from all third party rights, all Intellectual Property Rights in the products of the Services, including for the avoidance of doubt the Deliverables.
- 21.3.3 the Supplier shall obtain waivers of all moral rights in the products of the Services, including for the avoidance of doubt the Deliverables, to which any individual is now or may be at any future time entitled under Chapter IV of Part I of the Copyright Designs and Patents Act 1988 or any similar provisions of law in any jurisdiction.
- 21.4 The Supplier shall, promptly at the Authority's request, do (or procure to be done) all such further acts and things and the execution of all such other documents as the Authority may from time to time require for the purpose of securing for the Authority the full benefit of the Agreement, including all right, title and interest in and to the Intellectual Property Rights assigned to the Authority in accordance with clause 21.2 and clause 21.3.2.
- 21.5 It is a condition of the Agreement that the materials supplied or licensed by the Supplier will not infringe any Intellectual Property Rights of any third party and the Supplier shall during and after the Term on written demand indemnify and shall keep indemnified the Authority and the Crown against all actions, suits, claims, demands, losses, charges, damages, costs and expenses and other liabilities which the Authority or the Crown may suffer or incur as a result of or in connection with any breach of this clause 21.5, except where any such claim refers to:
- (a) designs furnished by the Authority;
 - (b) the use of data supplied by the Authority which is not required to be verified by the Supplier under any provision of the Agreement.
- 21.6 The Authority shall notify the Supplier in writing of any claim or demand brought against the Authority for infringement or alleged infringement of any Intellectual Property Right in materials supplied or licensed by the Supplier.
- 21.7 The Supplier shall at its own expense conduct all negotiations and any litigation arising in connection with any claim for breach of Intellectual Property Right in materials supplied or licensed by the Supplier, provided always that the Supplier:
- (a) shall consult the Authority on all substantive issues which arise during the conduct of such litigation and negotiations;
 - (b) shall take due and proper account of the interests of the Authority; and
 - (c) shall not settle or compromise any claim without the Authority's prior written consent (not to be unreasonably withheld or delayed).

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- 21.86 The Authority shall at the request of the Supplier afford to the Supplier all reasonable assistance for the purpose of contesting any claim or demand made or action brought against the Authority or the Supplier for infringement or alleged infringement of any Intellectual Property Right in connection with the performance of the Agreement and shall be repaid all costs and expenses (including, but not limited to, legal costs and disbursements on a solicitor and Authority basis) incurred in doing so.
- 21.97 The Authority shall not make any admissions which may be prejudicial to the defence or settlement of any claim, demand or action for infringement or alleged infringement of any Intellectual Property Right by the Authority or the Supplier in connection with the performance of the Agreement.
- 21.10 If a claim, demand or action for infringement or alleged infringement of any Intellectual Property Right is made in connection with the Agreement or in the reasonable opinion of the Supplier is likely to be made, the Supplier may at its own expense and subject to the consent of the Authority (not to be unreasonably withheld or delayed) either:
- (a) modify any or all of the Goods or of the products of the Services, including the Deliverables, without reducing the performance or functionality of the same, or in the case of Goods substitute alternative Goods of equivalent performance and functionality, so as to avoid the infringement or the alleged infringement, provided that the terms herein shall apply mutates mutandis to such modified Goods or products of the Services, including Deliverables, or to the substitute Goods or products of the Services, including Deliverables; or
 - (b) procure a licence to use and provide the Goods or the products of the Services, including Deliverables, which are the subject of the alleged infringement, on terms which are acceptable to the Authority.
- 21.11 At the termination or expiry of the Agreement the Supplier shall immediately return to the Authority all materials, work or records held, including any back-up media.
- 21.12 The provisions of this clause 21 shall survive the expiry or termination of the Agreement.

22. Audit

- 22.1 Except where an audit is imposed on the Authority by a regulatory body, the Authority may, not more than twice in any Agreement Year or during the twelve (12) months following the expiry or termination of the Agreement, conduct an audit for the following purposes:
- (a) to verify the accuracy of prices or charges (and proposed or actual variations to them in accordance with the Agreement) of the Goods or Services and/or the costs of all suppliers (including sub-contractors) of the Goods or Services;
 - (b) to review the integrity, confidentiality and security of Authority Confidential Information;

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- (c) to review the Supplier's and any sub-contractor's compliance with the Data Protection Act 1998 (DPA), the Freedom of Information Act 2000, in accordance with clause 14 (Freedom of Information) and clause 15 (Data Protection) and any other legislation applicable to the provision of the Goods or Services;
 - (d) to review the Supplier's and any sub-contractor's compliance with the Supplier's obligations under clause 16;
 - (e) to review the Supplier's or any sub-contractor's compliance with the Supplier's obligations under clause 20;
 - (f) to review any records created during the provision of the Goods or Services;
 - (g) to review any books of account kept by the Supplier or sub-contractor in connection with the provision of the Goods or Services;
 - (h) to carry out the audit and certification of the Authority's accounts;
 - (i) to carry out an examination pursuant to section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Authority has used its resources;
 - (j) to verify the accuracy and completeness of any management information delivered or required by the Agreement.
- 22.2 The Authority shall use its reasonable endeavours to ensure that the conduct of each audit does not unreasonably disrupt the Supplier or delay the provision of the Goods or Services.
- 22.3 Subject to the Authority's obligations of confidentiality, the Supplier shall, and shall ensure that any sub-contractor shall, on demand provide the Authority and any relevant regulatory body (and/or their agents or representatives) with all reasonable co-operation and assistance in relation to each audit, including:
- (a) all information requested by the Authority within the scope of the audit;
 - (b) reasonable access to any premises controlled by the Supplier and to any equipment used (whether exclusively or non-exclusively) in the performance of the Agreement; and
 - (c) access to the Staff.
- 22.4 The Authority shall endeavour to (but is not obliged to) provide at least seven (7) days' notice of its intention to conduct an audit.
- 22.5 The parties agree that they shall bear their own respective costs and expenses incurred in respect of compliance with their obligations under this clause, unless the audit identifies a material breach of the terms of the Agreement by the Supplier in which case the Supplier shall reimburse the Authority for all the Authority's reasonable costs incurred in the course of the audit.

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22.6 If an audit identifies that:

- (a) the Supplier has failed to perform its obligations under the Agreement in any material manner, the parties shall agree and implement a remedial plan. If the Supplier's failure relates to a failure to provide any information to the Authority about the price or charges, proposed price or charges or the Supplier's costs, then the remedial plan shall include a requirement for the provision of all such information;
- (b) the Authority has overpaid any price or charges, the Supplier shall pay to the Authority the amount overpaid within fourteen (14) days. The Authority may deduct the relevant amount from the price or charges if the Supplier fails to make this payment; and
- (c) the Authority has underpaid any price or charges, the Authority shall pay to the Supplier the amount of the under-payment less the cost of audit incurred by the Authority if this was due to a default by the Supplier in relation to invoicing within fourteen (14) days.

22.7 This clause 22 shall survive expiry or termination of the Agreement.

23. Force Majeure

23.1 For the purpose of this clause 23, "Force Majeure" means any event or occurrence which is outside the reasonable control of the party concerned, and which is not attributable to any act or failure to take preventative action by the party concerned, including (but not limited to) governmental regulations, fire, flood, or any disaster. It does not include any industrial action occurring within the Supplier's organisation or within any sub-contractor's organisation.

23.2 Neither party shall be liable to the other party for any delay in or failure to perform its obligations under the Agreement (other than a payment of money) if such delay or failure results from a Force Majeure event. Notwithstanding the foregoing, each party shall use all reasonable endeavours to continue to perform its obligations hereunder for the duration of such Force Majeure event. However, if any such event prevents either party from performing all of its obligations under the Agreement for a period in excess of six (6) months, either party may terminate the Agreement by notice in writing with immediate effect.

23.3 Any failure or delay by the Supplier in performing its obligations under the Agreement which results from any failure or delay by an agent, sub-contractor or supplier shall be regarded as due to Force Majeure only if that agent, sub-contractor or supplier is itself impeded by Force Majeure from complying with an obligation to the Supplier.

23.4 Clause 23 does not affect the Authority's rights under clause 11.

23.5 If either of the parties becomes aware of circumstances of Force Majeure which give rise to or which are likely to give rise to any such failure or delay on its part as described in clause

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23.2 it shall forthwith notify the other by the most expeditious method then available and shall inform the other of the period which it is estimated that such failure or delay shall continue.

- 23.6 For the avoidance of doubt it is hereby expressly declared that the only events which shall afford relief from liability for failure or delay of performance of the Agreement shall be any event qualifying for Force Majeure hereunder.

24. Assignment and sub-contracting

- 24.1 The Authority may at any time assign, transfer, charge, sub-contract or deal in any other manner with any or all of its rights or obligations under the Agreement.
- 24.2 The Supplier may not assign, transfer, charge, sub-contract or deal in any other manner with any or all of its rights or obligations under the Agreement without the Authority's prior written consent.
- 24.3 The Supplier shall be responsible for the acts and omissions of its sub-contractors as though they are its own.
- 24.4 Where the Authority has consented to the placing of sub-contracts, copies of each sub-contract shall be sent by the Supplier to the Authority within two (2) working days of issue.

25. Waiver

A waiver of any right or remedy under the Agreement is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. No failure or delay by a party to exercise any right or remedy provided under the Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

26. Severance

- 26.1 If any court or competent authority finds that any provision of the Agreement (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of the Agreement shall not be affected.
- 26.2 If any invalid, unenforceable or illegal provision of the Agreement would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

27. Variation

- 27.1 The Supplier shall not alter any of the Goods or Services except as directed by the Authority, but the Authority shall have the right from time to time during the execution of the Agreement, by written notice to the Supplier to change the Statement of Requirements and

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add to or omit, or otherwise vary, the Goods or Services including the order in which the Goods or Services are to be delivered. Such a change is hereinafter called a “**Variation**”. The Supplier shall carry out such Variations and be bound by the same Conditions so far as is applicable, as though the said Variations were stated in the Agreement.

- 27.2 In the event that the Supplier is unable within the timescale reasonably directed by the Authority to carry out the Variation in accordance with clause 27.1, the Authority may terminate the Agreement and recover from the Supplier the amount of any loss suffered by the Authority resulting from the termination.
- 27.3 In the event of any Variation of the Statement of Requirements in accordance with clause 27.1 which would occasion an amendment to the price of the Agreement, such amendment to the price shall be calculated by the Authority and agreed in writing with the Supplier and shall be such amount as properly and fairly reflects the nature and extent of the Variation in all the circumstances. Failing agreement the matter shall be determined in accordance with the provisions of clause 30 (Dispute Resolution).
- 27.4 If, in the opinion of the Supplier, any such Variation in accordance with clause 27.1 is likely to prevent the Supplier from fulfilling any of its obligations under the Agreement, the Supplier shall notify the Authority immediately, whereupon the Authority shall inform the Supplier within fourteen (14) days whether or not the said Variation shall be carried out. Until the Authority confirms such instructions in writing they shall be deemed not to have been given.

28 Notices

- 28.1 Any notice or other communication given to a party under or in connection with the Agreement shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, or sent by pre-paid first class post, recorded delivery, commercial courier or fax.
- 28.2 A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 29.1; if sent by pre-paid first class post or recorded delivery, at 9.00 am on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by fax, one Business Day after transmission.
- 28.3 The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action. For the purposes of these Conditions, "writing" shall not include e-mails and for the avoidance of doubt notice given under the Agreement shall not be validly served if sent by e-mail.

29. Governing Law

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The Agreement shall be governed by and interpreted in accordance with English law and the Parties submit to the jurisdiction of the courts of England and Wales.

30. Dispute Resolution

- 30.1 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 within thirty (30) days of either party notifying the other of the dispute such efforts shall involve the escalation of the dispute to the authorised representative (or equivalent) of each party as previously notified in or pursuant to the Agreement.
- 30.2 Nothing in this dispute resolution procedure shall prevent the parties from seeking from any court of the competent jurisdiction an interim order restraining the other party from doing any act or compelling the other party to do any act.
- 30.3 If the dispute cannot be resolved by the parties pursuant to clause 30.1 the dispute shall be referred to mediation pursuant to the procedure set out in clause 30.5 unless (a) the Authority considers that the dispute is not suitable for resolution by mediation; or (b) the Supplier does not agree to mediation.
- 30.4 The performance of the Agreement shall not be suspended, cease or be delayed by the reference of a dispute to mediation and the Supplier (or employee, agent, supplier or sub-contractor) shall comply fully with the requirements of the Agreement at all times.
- 30.5 The procedure for mediation and consequential provisions relating to mediation are as follows:
- (a) A neutral adviser or mediator ("the Mediator") shall be chosen by agreement between the parties or, if they are unable to agree upon a Mediator within fourteen (14) days after a request by one party to the other or if the Mediator agreed upon is unable or unwilling to act, either party shall within fourteen (14) days from the date of the proposal to appoint a Mediator or within fourteen (14) days of notice to either Party that he is unable or unwilling to act, apply to the Centre for Effective Dispute Resolution ("CEDR") to appoint a Mediator.
 - (b) The parties shall within fourteen (14) days of the appointment of the Mediator meet with him in order to agree a programme for the exchange of all relevant information and the structure to be adopted for negotiations to be held. If considered appropriate, the parties may at any stage seek assistance from CEDR to provide guidance on a suitable procedure.
 - (c) Unless otherwise agreed, all negotiations connected with the dispute and any settlement agreement relating to it shall be conducted in confidence and without prejudice to the rights of the parties in any future proceedings.
 - (d) If the parties reach agreement on the resolution of the dispute, the agreement shall be reduced to writing and shall be binding on the parties once it is signed by their duly authorised representatives.

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- (e) Failing agreement, either of the parties may invite the Mediator to provide a non-binding but informative opinion in writing. Such an opinion shall be provided on a without prejudice basis and shall not be used in evidence in any proceedings relating to the Agreement without the prior written consent of both parties.
- (f) If the parties fail to reach agreement in the structured negotiations within sixty (60) days of the Mediator being appointed, or such longer period as may be agreed by the parties, then any dispute or difference between them may be referred to the Courts unless the dispute is referred to arbitration pursuant to the procedures set out in clause 30.6.

30.6 Subject to clause 30.2, the Parties shall not institute court proceedings until the procedures set out in clauses 30.3 and 30.5 have been completed save that:

- (a) the Authority may at any time before court proceedings are commenced, serve a notice on the Supplier requiring the dispute to be referred to and resolved by arbitration in accordance with the provisions of clause 30.7.
- (b) if the Supplier intends to commence court proceedings, it shall serve written notice on the Authority of its intentions and the Authority shall have twenty one (21) days following receipt of such notice to serve a reply on the Supplier requiring the dispute to be referred to and resolved by arbitration in accordance with the provisions of clause 30.7.
- (c) the Supplier may request by notice in writing to the Authority that any dispute be referred and resolved by arbitration in accordance with the provisions of clause 30.7, to which the Authority may in its discretion consent as it sees fit.

30.7 In the event that any arbitration proceedings are commenced pursuant to clause 30.6, the following provisions shall apply:

- (a) the arbitration shall be governed by the provisions of the Arbitration Act 1996;
- (b) the Authority shall give a written notice of arbitration to the Supplier ("the Arbitration Notice") stating:
 - (i) that the dispute is referred to arbitration; and
 - (ii) providing details of the issues to be resolved;
- (c) the London Court of International Arbitration ("LCIA") procedural rules in force at the date that the dispute was referred to arbitration in accordance with 30.7(b) shall be applied and are deemed to be incorporated by reference to the Agreement and the decision of the arbitrator shall be binding on the parties in the absence of any material failure to comply with such rules;
- (d) the tribunal shall consist of a sole arbitrator to be agreed by the parties;

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- (e) if the parties fail to agree the appointment of the arbitrator within 10 (ten) days of the Arbitration Notice being issued by the Authority under 30.7 (b) or if the person appointed is unable or unwilling to act, the arbitrator shall be appointed by the LCIA;
- (f) the arbitration proceedings shall take place in London and in the English language; and
- (g) the arbitration proceedings shall be governed by, and interpretations made in accordance with, English law.

31. Contracts (Rights of Third Parties) Act 1999

No person who is not a party to the Agreement (including without limitation any employee, officer, agent, representative, or sub-contractor of either the Authority or the Supplier) shall have any right to enforce any term of the Agreement, which expressly or by implication, confers a benefit on him without the prior agreement in writing of both parties, which agreement should specifically refer to this clause 31. This clause does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act and does not apply to the Crown.

32. Environmental

- 32.1 All written outputs, including reports, produced in connection with this Agreement shall (unless otherwise specified) be produced on recycled paper containing at least 80% post-consumer waste and used on both sides where appropriate.
- 32.2 The Supplier shall provide the Goods under the Agreement in accordance with the Authority's environmental policy, which is to conserve energy, water and other resources, reduce waste and phase out the use of ozone depleting substances and minimise the release of greenhouse gases, Volatile Organic Compounds and other substances damaging to health and the environment.

33. Publicity

- 33.1 The Supplier shall not make any public statement relating to the existence or performance of this Agreement without prior Approval, which Approval shall not be unreasonably withheld.
- 33.2 The Supplier shall not publicize on its website any work performed under this Agreement, without prior Approval.

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Section 3 – Prices and Rates

- 1.1 The prices and rates set out in this Section 3: Schedule of Prices and Rates shall remain fixed for the initial duration and any agreed contract extension.
- 1.2 All pricing is exclusive of VAT.
- 1.3 Payment will be made within 30 days of receipt and agreement of a valid invoice in accordance with Section 2, clause 8.8 of the Conditions of Contract

- Invoicing - In accordance with Section 2, clause 8.6 of the Conditions of Contract, the supplier shall submit invoices electronically to the Authority in respect of the Goods and Services provided by the supplier. All invoices should clearly detail the Purchase Order number and the contract number and should be submitted to FCO Services Accounts Payable:

E-mail: [REDACTED]

- 1.4 Any invoice query should be directed to the email address above.

2 Pricing

2.1 Fixed Deliverables

	TIME or QUANTITY	ACTIVITY DESCRIPTION	Fixed price
Phase 1 - Refinement of requirements and development of the system capabilities detailed documented specification			
1	2 days (not to exceed without authority)	Requirement refinement meetings	
2	1	Developed Detailed Specification document	
3	1	Developed Detailed design document	
Phase 2 – Delivery of units and documentation			
4	20	Units delivered and accepted	
5	1	Complete Documentation set, drawings and design detail	
Phase 3 – Support for testing of prototypes			
6	5 days (not to exceed without authority)	Technical support for the integration of prototypes into FCO Services system	

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	Total fixed price for items 1 to 6	
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2.2 Miscellaneous/ad hoc work as required shall be charged at the following hourly rates unless a fixed price has been agreed.

Hourly Charge Rate		
Additional design/development work		

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Section 4 – Statement of Requirements

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