

SHORT FORM CONTRACT FOR THE SUPPLY OF GOODS AND/OR SERVICES

I. Cover Letter

Dartington Hall Trust (trading as Research in Practice)
The Elmhirst Centre,
Dartington Hall,
Totnes,
Devon,
TQ9 6EL

Date: 25th July 2023

Our ref: con_21447

Dear <REDACTED under FOIA Section 40 (Personal Information)>

Following your tender/proposal for the National Workload Action Group Secretariat and Lead Delivery Partner on Social Worker Retention and Agency Resources Procurement, to the Department for Education, we are pleased confirm our intention to award this Contract to you.

The attached Order Form, contract Conditions and the Annexes set out the terms of the Contract between the Department for Education and Dartington Hall Trust trading as Research in Practice for the provision of the Deliverables set out in the Order Form.

We thank you for your co-operation to date, and look forward to forging a successful working - relationship resulting in a smooth and successful Delivery of the Deliverables. Please confirm your acceptance of this Contract by signing the Order Form via Adobe Sign within 7 days of the date it is issued. No other form of acknowledgement will be accepted. Please remember to include the reference number(s) above in any future communications relating to this Contract.

The Order Form will be countersigned on Adobe Sign, such date of signature will be the Contract Start Date, and this will create a binding contract between us.

Yours faithfully,

<REDACTED under FOIA Section 40 (Personal Information)>

II. Order Form

1. Contract Reference	con_21447	
2. Buyer	THE SECRETARY OF STATE FOR EDUCATION of Sanctuary Buildings, 20 Great Smith Street, London, SW1P 3BT (" Buyer ")	
3. Supplier	Dartington Hall Trust, trading as Research in Practice of The Elmhirst Centre, Dartington Hall, Totnes, Devon, TQ9 6EL, registered company number: 1485560, registered charity number: 279756 (" Supplier ")	
4. The Contract	<p>This Contract between the Buyer and the Supplier is for the supply of Deliverables.</p> <p>The Supplier shall supply the Deliverables described below on the terms set out in this Order Form and the attached contract conditions ("Conditions") and Annexes.</p> <p>Unless the context otherwise requires, capitalised expressions used in this Order Form have the same meanings as in the Conditions.</p> <p>In the event of any conflict between this Order Form and the Conditions, this Order Form shall prevail.</p>	
5. Deliverables	Goods	<p>Description: as set out in Annex 2 – Specification and in the Supplier's tender as set out in Annex 4 – Supplier Tender.</p> <p>To be delivered in accordance with the Milestones.</p>
	Services	<p>Description: as set out in Annex 2 – Specification and in the Supplier's tender as set out in Annex 4 – Supplier Tender.</p> <p>To be performed in accordance with the Specification requirements and delivered in accordance with the Milestones.</p>
6. Specification	The specification of the Deliverables is as set out in Annex 2 – Specification .	
7. Start Date	The date of final signature.	
8. Expiry Date	31st March 2025	
9. Extension Period	<p>The Buyer may extend the Contract by giving not less than 3 calendar months' notice in writing to the Supplier prior to the Expiry Date. The Buyer may, at its own discretion, extend the Contract on multiple occasions, but will not exceed a cumulative extension of 24 months post the Expiry Date.</p> <p>It is anticipated, at the time of contract signature, that any extension would involve delivery of the services on a reduced scope, with focus being on activities related to the maintenance and improvement of the</p>	

	<p>Deliverables that were delivered during the Initial Contract Period. The Buyer reserves the right to extend this anticipated scope at its own discretion.</p> <p>Any extension will be subject to the satisfactory performance of the Supplier's obligations under the Contract during the Initial Contract Period, and the Supplier demonstrating to the satisfaction of the Buyer the economic benefit of the requirement to extend the contract.</p> <p>The Parties agree that the any extension will be subject to:</p> <ul style="list-style-type: none"> - A review on the scope of Services/Goods to be delivered during any extension period; - A review and adjustment of the Charges to reflect the scope of Services/Goods to be delivered during the extension period; and - A review and potential adjustment to the Charges in the context of indexation which the Supplier will be required to evidence and justify to the Buyer's satisfaction. The Buyer will decide the indices to be applied. <p>The Conditions of the Contract shall apply throughout any such extension period unless otherwise agreed in writing by the Parties.</p>
10. Optional Intellectual Property Rights ("IPR") Clauses	Clause 10 shall be deleted and replaced with the clauses set out in Part A of Annex 5.
11. Charges	The Charges for the Deliverables shall be as set out in Annex 3 – Charges.
12. Payment	<p>Payment of undisputed invoices will be made within 30 days of receipt of invoice, which must be submitted promptly by the Supplier.</p> <p>All invoices must be sent, quoting a valid Purchase Order Number (PO Number), to: AccountsPayable.OCR@education.gov.uk</p> <p>Within 10 Working Days of receipt of your countersigned copy of this Order Form, we will send you a unique PO Number. You must be in receipt of a valid PO Number before submitting an invoice.</p> <p>To avoid delay in payment it is important that the invoice is compliant and that it includes a valid PO Number, item number (if applicable) and the details (name, email, and telephone number) of your Buyer contact (i.e. Buyer Authorised Representative). Non-compliant invoices may be sent back to you, which may lead to a delay in payment.</p> <p>Payments will be made to <REDACTED under FOIA Section 43 (Commercial Interest)></p>
13. Data Protection Liability Cap	In accordance with clause 12.5 of the Conditions, the Supplier's total aggregate liability under clause 14.7(e) of the Conditions is no more than the Data Protection Liability Cap, being £750,000.

14. Progress Meetings and Progress Reports	The Supplier shall attend progress meetings with the Buyer every month in accordance with the provisions set out in Annex 6, and shall provide the Buyer with progress reports pursuant to Annex 6, Part B and the Milestones.		
15. Buyer Authorised Representative(s)	For general liaison your contact will continue to be <div><REDACTED under FOIA Section 40 (Personal Information)></div> or, in their absence, <div><REDACTED under FOIA Section 40 (Personal Information)></div>		
16. Supplier Authorised Representative(s)	For general liaison your contact will continue to be <div><REDACTED under FOIA Section 40 (Personal Information)></div> or, in their absence, <div><REDACTED under FOIA Section 40 (Personal Information)></div>		
17. Address for notices	Buyer: THE SECRETARY OF STATE FOR EDUCATION of Sanctuary Buildings, 20 Great Smith Street, London, SW1P 3BT Attention: <div><REDACTED under FOIA Section 40 (Personal Information)></div> Email: <div><REDACTED under FOIA Section 40 (Personal Information)></div>	Supplier: Dartington Hall Trust, trading as Research in Practice of The Elmhist Centre, Dartington Hall, Totnes, Devon, TQ9 6EL, Attention: <div><REDACTED under FOIA Section 40 (Personal Information)></div> Email: <div><REDACTED under FOIA Section 40 (Personal Information)></div>	
18. Key Staff	Key Staff Role: <div><REDACTED under FOIA Section 40 (Personal Information)></div>	Key Staff Name: <div><REDACTED under FOIA Section 40 (Personal Information)></div>	Contact Details: <div><REDACTED under FOIA Section 40 (Personal Information)></div>
19. Procedures and Policies	For the purposes of the Contract: The Buyer’s data security requirements are contained in Annex 7. The Buyer’s environment and sustainability requirements are contained in clause 32 of the Conditions. The Buyer’s equality and diversity policy/requirements and instructions related to equality Law are contained in clause 30.		

	The Buyer's health and safety policy is contained in clause 31.
20. Special Terms	<p>Special Term 1 - A new clause on Modern Slavery is inserted into clause 13 of the Conditions (Obeying the law):</p> <p>13.4 The Supplier shall comply with any request by the Buyer to complete the Modern Slavery Assessment Tool, which can be found online at: https://supplierregistration.cabinetoffice.gov.uk/msat, within sixty (60) days of such request.</p>
	<p>Special Term 2 - A new clause 39 is added to the Conditions (Contract Risk Management):</p> <p>39. Contract Risk Management</p> <p>39.1 Both Parties shall pro-actively manage risks attributed to them under the terms of this Contract.</p> <p>39.2 The Supplier shall develop, operate, maintain and amend, as agreed with the Buyer, processes for:</p> <p style="padding-left: 40px;">39.2.1 the identification and management of risks;</p> <p style="padding-left: 40px;">39.2.2 the identification and management of issues; and</p> <p style="padding-left: 40px;">39.2.3 monitoring and controlling project plans.</p> <p>39.3 The Supplier allows the Buyer to inspect at any time within working hours the accounts and records which the Supplier is required to keep.</p> <p>39.4 The Supplier will maintain a risk register of the risks relating to the Contract which the Buyer and the Supplier have identified.</p>
	<p>Special Term 3 - A new clause 40 is added to the Conditions (Supply Chain Spend Visibility):</p> <p>40. Supply Chain Spend Visibility</p> <p>40.1 In addition to any other management information requirements set out in this Contract, the Supplier agrees and acknowledges that it shall, on request and at no charge, provide timely, full, accurate and complete Supply Chain Management Information (MI) Reports to the Buyer including but not limited to:</p> <p style="padding-left: 40px;">40.1.1 the total contract revenue received directly on a specific contract;</p> <p style="padding-left: 40px;">40.1.2 the total value of sub-contracted revenues under the contract (including revenues for non-SMEs/non-VCSEs); and</p> <p style="padding-left: 40px;">40.1.3 the total value of sub-contracted revenues to SMEs and VCSEs.</p>

	<p>40.2 The Supply Chain Management Information Reports shall be provided by the Supplier in the correct format as required by the Supply Chain Information Report Template set out in Annex 12 and any guidance issued by the Buyer from time to time. The Supplier agrees that it shall use the Supply Chain Information Report Template to provide the information detailed at clause 40 and acknowledges that the template may be changed from time to time (including the data required and/or format) by the Buyer issuing a replacement version. The Buyer agrees to give at least thirty (30) days' notice in writing of any such change and shall specify the date from which it must be used.</p> <p>40.3 The Supplier further agrees and acknowledges that it may not make any amendment to the Supply Chain Information Report Template without the prior Approval of the Buyer.</p>
	<p>Special Term 4 – Clause 17 (Insurance) is deleted and replated with the following clause:</p> <p>17. Insurance</p> <p>The Supplier shall ensure it has adequate insurance cover for this Contract in accordance with the terms and Insurance requirements set out in Annex 9.</p>
	<p>Special Term 5 – The following new clauses are added in the correct numerical order to Clause 25 (Supply Chain):</p> <p>Clause 25.4:</p> <p>(d) a provision enabling the Buyer to enforce the Key Sub-Contract as if it were the Supplier;</p> <p>(e) a provision enabling the Supplier to assign, novate or otherwise transfer any of its rights and/or obligations under the Key Sub-Contract to the Buyer</p> <p>(f) obligations no less onerous on the Subcontractor than those imposed on the Supplier under the Contract in respect of:</p> <ul style="list-style-type: none"> I. the data protection and security requirements (including where appropriate, Cyber Essentials); II. the FOIA and other access request requirements; III. the obligation not to embarrass the Buyer or otherwise bring the Buyer into disrepute; IV. the keeping of records in respect of the goods and/or services being provided under the sub-Contract, including the maintenance of Open Book Data; <p>the conduct of audits;(g) adequate insurance cover for this Contract; and</p>

	<p>(h) a provision restricting the ability of the Subcontractor to sub-contract all or any part of the provision of the Deliverables provided to the Supplier under the sub-contract without first seeking the written consent of the Buyer.</p> <p>25.8 Where during the Contract Period the Supplier wishes to enter into a new Key Sub-contract or replace a Key Subcontractor, it must obtain the prior written consent of the Buyer and the Supplier shall, at the time of requesting such consent, provide the Buyer with the information detailed in Clause 25.2 in addition to any further information reasonably requested by the Buyer. The Buyer reserves the right to require that any potential Key Sub-Contractor complete due diligence checks, perform data security checks and/or complete any other assurance requirements to the Buyer's satisfaction in order to inform the Buyer's decision.</p> <p>25.9 The Supplier shall not terminate or materially amend the terms of any sub-contract without the Buyer's prior written consent, which shall not be unreasonably withheld or delayed.</p> <p>25.10 The Buyer may require the Supplier to remove any Key Sub-Contractor whom the Buyer considers is in any respect unsatisfactory.</p> <p>25.11 The Buyer shall not be liable for the cost of replacing any Key Sub-Contractor and the Supplier shall indemnify the Buyer against all Employment Liabilities that may arise in this respect.</p>
	<p>Special Term 6 – The following new clauses are added in the correct numerical order to the Conditions:</p> <p>Clause 41 – Disaster Recovery and Business Continuity</p> <p>41.1 Within ninety (90) Working Days from the Start Date the Supplier shall prepare and deliver to the Buyer for the Buyer's written approval a plan (a "BCDR Plan"), which shall detail the processes and arrangements that the Supplier shall follow to:</p> <p>41.1.1 ensure continuity of the business processes and operations supported by the Services following any failure or disruption of any element of the Deliverables; and</p> <p>41.1.2 the recovery of the Deliverables in the event of a Disaster</p> <p>41.2 The BCDR Plan shall be divided into three sections:</p> <p>41.2.1 Section 1 which shall set out general principles applicable to the BCDR Plan;</p> <p>41.2.2 Section 2 which shall relate to business continuity (the "Business Continuity Plan"); and</p> <p>41.2.3 Section 3 which shall relate to disaster recovery (the "Disaster Recovery Plan").</p>

	<p>41.3 Following receipt of the draft BCDR Plan from the Supplier, the Parties shall use reasonable endeavours to agree the contents of the BCDR Plan. If the Parties are unable to agree the contents of the BCDR Plan within twenty (20) Working Days of its submission, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.</p>
	<p>Special Term 7 – Clause 26 (Changing the Contract) is deleted and replaced with the following Clause 26:</p> <p>26. Changing the Contract</p> <p>26.1 Either Party can request a variation to the Contract which is only effective if agreed in writing, including where it is set out in the Variation Form (Annex 14) and signed by both Parties.</p> <p>26.2 The Buyer is not required to accept a variation request made by the Supplier.</p> <p>26.3 The Supplier must provide an Impact Assessment either:</p> <p style="padding-left: 40px;">26.3.1 with the Variation Form, where the Supplier requests the Variation; and</p> <p style="padding-left: 40px;">26.3.2 within the time limits included in a Variation Form requested by the Buyer.</p> <p>26.4 If the Variation to the Contract cannot be agreed or resolved by the Parties, the Buyer can either:</p> <p style="padding-left: 40px;">26.4.1 agree that the Contract continues without the Variation; and/or</p> <p style="padding-left: 40px;">26.4.2 refer the Dispute to be resolved using Clause 37 (Resolving Disputes)</p>
	<p>Special Term 8 – The following definitions are added to the Conditions:</p> <p>“Dispute Resolution Procedure” means the process set out in clause 37 (Resolving Disputes) of the Conditions.</p> <p>"Impact Assessment" means an assessment of the impact of a Variation request by the Buyer completed in good faith, including:</p> <p>(a) details of the impact of the proposed Variation on the Deliverables and the Supplier's ability to meet its other obligations under the Contract;</p> <p>(b) details of the cost of implementing the proposed Variation;</p> <p>(c) details of the ongoing costs required by the proposed Variation when implemented, including any increase or decrease in the Charges (as applicable), any alteration in the resources and/or expenditure required by either Party and any alteration to the working practices of either Party;</p>

	<p>(d) a timetable for the implementation, together with any proposals for the testing of the Variation; and</p> <p>(e) such other information as the Buyer may reasonably request in (or in response to) the Variation request;</p> <p>“Initial Contract Period” means the period of time from the contract Start Date until the Expiry Date.</p> <p>“Key Sub-contract/Subcontractor” as the context requires, means any sub-contract/sub-contractor for/involved in the delivery of the Specification requirements.</p> <p>“Milestone(s)” means the milestone requirements and dates set out in Annex 3 (Charges).</p> <p>“Milestone Payment(s)” means the payment associated with a particular Milestone(s) as set out in Annex 3 (Charges).</p> <p>“Service Fee” means the monthly payment amount as set out in table 2 of Annex 3 (Charges)</p>
	<p>Special Term 9 – The following new clause 6.3 is added in the correct numerical order to the Conditions (The Buyer’s obligations to the Supplier):</p> <p>6.3 The Buyer acknowledges that the Supplier will rely on the accuracy, sufficiency and consistency of all information provided to the Supplier by or on behalf of the Buyer.</p>
	<p>Special Term 10 – Clause 37.4 and 37.5 (Resolving Disputes) are deleted and replaced with the following Clause 37.4 and 37.5:</p> <p>37.4 The Supplier agrees that the Buyer has the exclusive right to refer any dispute to be finally resolved by arbitration under the London Court of International Arbitration Rules current at the time of the dispute, provided such referral is made within 30 calendar days of either Party notifying the other pursuant to Clause 37.2 that it does not wish to use, or intend to use mediation or if mediation does not resolve the dispute. There will be only one arbitrator. The seat or legal place of the arbitration will be London and the proceedings will be in English.</p> <p>37.5 Subject to Clause 37.4, the Buyer has the right to refer a dispute to arbitration even if the Supplier has started or has attempted to start court proceedings under clause 37.3, unless the Buyer has agreed to the court proceedings or participated in them. Even if court proceedings have started, the Parties must do everything necessary to ensure that the court proceedings are stayed in favour of any arbitration proceedings if they are started under clause 37.4.</p>

21. Incorporated /terms

The following documents are incorporated into the Contract. If there is any conflict, the following order of precedence applies:

- a) The cover letter from the Buyer to the Supplier
- b) This Order Form
- c) Any Special Terms (see **row 20 (Special Terms)** in this Order Form)
- d) Conditions (as they may be amended)
- e) The following Annexes in equal order of precedence:
 - i.
 - ii.
 - iii.
 - iv.
 - v.
 - vi.
 - vii.
 - viii.
 - ix.
 - x.
 - xi.
 - xii. **Annex 1 – Processing Personal Data**
 - xiii. Annex 2 – Specification

	<ul style="list-style-type: none"> xiv. Annex 3 – Charges xv. Annex 4 – Supplier Tender xvi. Annex 5 – IPR Clause xvii. Annex 6 – Key Performance Indicators xviii. Annex 7 – Buyer Specific Security Requirements xix. Annex 8 – Transparency Reports xx. Annex 9 – Insurance xxi. Annex 10 – Staff Transfer xxii. Annex 11 – Exit Management xxiii. Annex 12 – Supply Chain Information Report Template xxiv. Annex 13 – Cyber Essentials Scheme xxv. Annex 14 – Variation Form
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Signed by person authorised to sign on behalf of the Secretary of State for Education:	
Signature:	<REDACTED under FOIA Section 40 (Personal Information)>
Name:	<REDACTED under FOIA Section 40 (Personal Information)>
Role:	<REDACTED under FOIA Section 40 (Personal Information)>
Date:	Jul, 27, 2023

Signed by a person authorised to sign on behalf of **Dartington Hall Trust trading as Research in Practice:**

Signature: <REDACTED under FOIA Section 40 (Personal Information)>

Name: <REDACTED under FOIA Section 40 (Personal Information)>

Role: <REDACTED under FOIA Section 40 (Personal Information)>

Date: Jul 27, 2023

III. Annex 1 – Processing Personal Data

A. Part A - Authorised Processing Template

Contract:	con_21447
Description of authorised processing	Details
Identity of Controller and Processor for each category of Personal Data	The Buyer will be the Controller and the Supplier will be the Processor of any Personal Data. The Supplier will be processing the Personal data in order to meet its obligations under this Contract.

Subject matter of the processing	<p>The Processing is needed for the delivery of the specified requirement of the Contract:</p> <p>Supplier to act as secretariat to National Workload Action Group (NWAG).</p> <p>The Supplier, will act as a secretariat to the NWAG to bring together group members that have been selected by the Buyer.</p>
Duration of the processing	<p>Duration of the Contract, including any potential extension periods.</p> <p>Processing of Personal Data will begin within the first month of the Contract Start Date and will end pursuant to the Expiry Date of this Contract, or any extension period.</p> <p>The Personal Data may be retained by the Supplier performing the Processing for a maximum of 6 months for storage and audit purposes only.</p>
Nature and purposes of the processing	<p>The processing is needed for the delivery of the Contract:</p> <p>1. Legal Basis for Processing:</p> <p>(i) Personal Data is shared and processed in accordance with UK GDPR Article 6(1)(e) on the legal basis that the Processing is necessary for the performance of a task in the public interest pursuant to Section 7 of the Children and Young Persons Act 2008;</p> <p>2. The purpose of the Processing under the Contract will be:</p> <p>(a) in order that the Buyer can effectively manage the delivery of the Contract by the Supplier; and</p> <p>(b) in order to ensure that the Supplier can effectively deliver the Contract to provide the NWAG secretariat;</p> <p>In order to achieve the aims of the NWAG, the Buyer will provide the Supplier the names and emails of NWAG group members which have been pre-identified by the Buyer in order for the supplier to deliver their obligation under the contract and to set and run up NWAG meetings effectively.</p> <p>The names and email details of NWAG members will be shared with the Supplier so they can engage with NWAG members to convene meetings, send invites and relevant meeting documentation, such as agenda's and summaries.</p>

Type of Personal Data	Personal identifiers include but may not be limited too: <ul style="list-style-type: none"> • First and last names, • Email contact details (for correspondence in relation to the NWAG)
Categories of Data Subject	Attendees and members of the NWAG including Staff members of local authorities, unions, DfE, Ofsted.
Plan for return and destruction of the data once the processing is complete UNLESS requirement under law to preserve that type of data	<p>The Personal Data may be retained (in a restricted folder) by the Processor as long as is required for the purpose(s) of this Contract; All Data will be anonymised wherever possible.</p> <p>All Personal Data will be deleted or destroyed after this period. Confirmation of destruction will be provided by the Supplier, within 15 Business Days of a request being made by the Buyer.</p>
Locations at which the Supplier and/or its Subcontractors process Personal Data under this Contract	<p>Physical data servers for Dartington Trust based at Dartington Hall Estate, Devon, UK.</p> <p><REDACTED under FOIA Section 43 (Commercial Interest)></p>
Protective Measures that the Supplier and, where applicable, its Subcontractors have implemented to protect Personal Data processed under this Contract against a breach of security (insofar as that breach of security relates to data) or a Personal Data Breach	<p>Maintain Cyber Essentials accreditation.</p> <p>Restrict the use of external USB drives, and where necessary, requires drives to be encrypted before use.</p> <p>Promote an effective security culture through the continued delivery of security awareness and training to all staff such as iHasco GDPR Essentials.</p> <p>Ensure personnel in key positions are specifically trained and exercised in the requirements of GDPR Advanced iHasco training.</p>

B. Part B – Joint Controller Agreement

NOT USED

C. Part C – Independent Controllers

NOT USED

IV. Annex 2 – Specification

National Workload Action Group Secretariat and Lead Delivery Partner on Social Worker Retention and Agency Resources

Document 1b - Specification

Project Reference: Project_7790

Tender Reference: ITT_2124

Introduction to Requirements

The Buyer is seeking to appoint a suitable Supplier with the following qualities:

- a good understanding of child and family social work practice and sector issues on workload, workforce recruitment, retention and agency use; and
- experience in producing good quality resources that engage the child and family social workforce and have had a demonstratable impact

The Supplier is required to deliver outcomes against **3 main requirements**, outlined directly below:

- 1) **National Workload Action Group (NWAG)** –To deliver solutions recommended by the NWAG, which is made up of sector and practice experts and seeks to identify and reduce unnecessary workload drivers for child and family social workers. As part of this work the supplier will deliver a secretariat role to convene and manage the NWAG as an impartial adjudicator;
- 2) **Local Authority Health Check Tools and resources** – collate and/or produce tools and resources that supplement the employer standards social work health check to support Local Authorities with social worker retention; and
- 3) **Tools and resources relating to local authority engagement of agency social workers** – produce tools/resources to support Local Authorities to engage agency social workers effectively and collaboratively (including, subject to consultation, to support local authorities to comply with the proposed national rules).

The sections below provide further detail against each individual requirement.

Please refer to *Stable Homes, Built on Love*, the Department for Education's implementation strategy, for further information. This is available online at:
<https://www.gov.uk/government/consultations/childrens-social-care-stable-homes-built-on-love>

Please note that references to the 'Department', 'DfE' or 'Buyer' throughout the Procurement Documents mean The Secretary of State for Education acting through their representatives in the Department for Education.

General requirements

The Supplier shall be subject to the following general requirements:

- a) Demonstrate to the Buyer a quality assurance and testing methodology that assures the quality of resources delivered.
- b) All outputs will be collated, created, and owned in accordance with the Intellectual Property terms set out in the Contract Terms and Conditions (Document 4 - Annex 5).
- c) Any outputs delivered by the Supplier will be made available to the Buyer upon completion and the Supplier will work with the Buyer to ensure compatibility with the platform that the Buyer intends to use to host the materials produced by the Supplier.
- d) For contracts which require the holding or processing of either personal data and/or OFFICIAL data the successful Supplier will need to assure the Buyer that they can comply with the Buyer's security requirements. For requirements 2 and 3 the Buyer does not envisage that personal data would need to be handled in delivery of the outputs specified.
- e) Provide Performance Monitoring Reports with respect to KPIs to the Buyer in accordance with the timescales agreed between the Parties pursuant to Part B: Performance Monitoring as set out in the Contract Terms and Conditions (Document 4 – Annex 6).

1. Requirement 1 – National Workload Action Group Secretariat and Solution Delivery

1.1 Key points:

- As set out in the terms of reference (ToR, Document 9), the purpose of the NWAG is to identify drivers of unnecessary workload for Child and Family Social Workers and to develop recommendations to reduce them so that social workers have more time to spend working directly with children and families.
- The NWAG will highlight ways to reduce unnecessary workload and, where appropriate can include making recommendations to DfE, e.g. on improving statutory guidance.
- Suppliers should note that the NWAG members have been decided by the Buyer ahead of contract signature. The Supplier may invite further participants onto the group and/or engage with other parties outside of the group subject to written agreement from the Buyer.
- The Buyer has set the strategic direction of the NWAG. The Buyer requires a Supplier to provide technical and sector expertise to facilitate meaningful conversations within the NWAG and help support the NWAG achieve its core aims as set out in the ToR.
- Participants on the NWAG are advising and sharing their expertise on a free of charge basis throughout the term of this Contract. It is not the responsibility of the supplier to discuss payment to members with NWAG Members, and any issue related to this should be flagged with the buyer.

1.2 Outcomes to deliver:

The outcomes from the NWAG meetings (for the Supplier to deliver) should aim to support Local Authorities and social workers to reduce workload by:

- identifying ways to streamline and reduce unnecessary regulatory, central government and local level workload drivers;
- considering effective and efficient case recording and recording of the child's voice; and how this record can be used to understand a child's experience of the support they receive;
- considering the wider impact of the Buyer's reforms on workload and mitigating where necessary; and
- developing solutions to reduce unnecessary workloads (taking into consideration activity taking place to address case management system and data burdens).

1.3 In order to achieve these outcomes the Supplier must deliver the following services under Requirement 1:

- 1.3.1 The Supplier will act as a secretariat to the NWAG meetings, convening group members that have been selected by the Buyer to form a National Workload Action Group. Any additional members shall be discussed with the Buyer before being included in the group and will be agreed in writing prior to any additional members participating in the NWAG meetings. The Buyer will have final say on NWAG membership. The Supplier's activities will involve:
 - a) convening NWAG sessions over a minimum of 10 meetings between the Contract Start Date and January 2025 in accordance and as set out within the Milestones below of this Specification;

- b) arranging Microsoft Teams meetings with the NWAG members not less than the frequency set out in the Milestones below;
- c) adhering to the ToR, using its core aims to set appropriate agendas and guide and manage meetings in order to achieve the delivery of the outcomes set out above;
- d) producing appropriate agendas and structured content for each session, using the Buyer's set agenda as a starting point.
- e) shaping and structuring future meetings to effectively meet the needs of and the direction set by the NWAG, liaising with the buyer on session timings, agenda items and content. Further details on the NWAG member organisations can be found in document 1a Specification context. A full list of named individual attendees will be provided as part of the ToR on Contract Award.
- f) sharing a formal agenda and any relevant materials with NWAG members no later than 48 hours before each meeting (excluding weekends);
- g) sharing accurate minutes of the discussion and decisions reached alongside any actions with NWAG members and the Buyer no later than 72 hours after each meeting (excluding weekends);
- h) allocating a meeting chair who will be responsible for setting the appropriate tone for the meetings and maintaining a professional meeting etiquette at all times while promoting engagement and participation from all attendees in a fair and open way;
- i) proactively managing the discussion and formulating conclusions by encouraging bold, constructively critical and creative ideas and gathering views during the discussion to reach representative decisions from all NWAG members;
- j) monitoring quorate attendance as set out in the ToR, and keeping attendance records of meeting attendees;
- k) effective time management to ensure that topics are discussed to the extent needed to inform meaningful decisions on the solutions to be developed;
- l) using meetings to elicit views and test ideas on proposed solutions in order to identify and reach consensus on the outputs to be delivered by the Supplier;
- m) conducting net promoter surveys with NWAG meeting attendees to measure the quality of the meetings in accordance with the Key Performance Indicator set out in the Contract.
- n) review the group's activities in first quarter of 2025 to enable the buyer to determine whether or not to continue the group with an update ToR as appropriate

1.3.2 The Supplier will be responsible for delivering the solutions that have been agreed during the NWAG meetings. This will involve:

- f) providing the Buyer with reports detailing conversations and recommendations from the NWAG, as well as outlining proposed resources that the Supplier will develop based on these findings (subject to sign off by the Buyer).
- g) Developing, by procuring via 3rd parties or performing the work directly, produce meaningful, accessible and useful resources that should align closely with conclusions drawn out from the NWAG and critical objectives as set out in the NWAG terms of

reference and set agenda;

- h) building quality assurance processes into the development of resources to ensure they effectively meet the needs of the end user before they are delivered to the Buyer. This may involve testing resources with the NWAG and/or the Buyer throughout development;
- i) testing solutions/recommendations with experts outside of the NWAG (including experts by experience) where appropriate;
- j) using meetings to update the NWAG members on progress in delivering outputs;
- k) before completion and handing over finalised outputs to the Buyer for final sign off, demonstrating to the Buyer's satisfaction the quality assurance process that has been undertaken to assure the Buyer of the effectiveness of produced outputs. As a minimum the Buyer expects that outputs will be tested with local authorities, e.g. through the use of questionnaires or interviews or presenting outputs to local authority leaders through webinars.

1.3.3 Throughout delivery of Requirement 1, the Supplier must remain flexible to respond to the direction and steers set by the NWAG. The work coming out of the NWAG may change slightly across the lifetime of the Contract as developments are made and new priorities are set by the NWAG.

1.3.4 The Supplier is expected to liaise regularly with the Buyer concerning the NWAG meeting regularity and schedule, such that it can be identified at the earliest opportunity if meetings will be required beyond the dates currently specified in the Milestones.

2. Requirement 2 – Resources and tools to accompany Social Worker Employer Standards Health Check

2.1 Outcomes to deliver:

The outputs produced by the Supplier should aim to support Local Authority leaders (the “Leaders”) to effectively respond to the results of their [Social Worker Employer Standards health check](#) (the “Health Check”). The outputs should enable Leaders to develop effective workforce strategies that improve working conditions and organisational culture in local authorities and in turn the retention of its social workers.

2.2 In order to achieve these outcomes the Supplier must deliver the following services under Requirement 2:

2.2.1 Collating or creating resources to support Leaders to respond effectively to the outcome of the Health Check results. This will involve:

- a) collating pre-existing, where up to date and quality resources already exist today, or producing new resources, where there is a lack of quality resources currently available, to effectively address each outlined standard of the [social worker employer standards¹](#) (the “Standard”).

The Standards are outlined below:

- Strong and clear social work framework
- Effective workforce planning systems (*organisational resilience, diversity and inclusion*)
- Safe workloads and case allocation
- Wellbeing (*flexible working*)
- Supervision
- Continuing professional development
- Strategic partnerships

The Buyer would expect minimum of 2 resources in total to be collated or produced for each Standard. The number of resources to be produced per Standard as indicated in this section is intended as a guide only. The final number of deliverables in support of each standard is to be determined by the Supplier and dependant on the number of suitable existing resources in consideration of delivering the outcomes set out in section 2.1 above.

- b) delivering resources on diversity and inclusion, organisational resilience and flexible working. The Buyer has indicated in brackets above (in section 2.2.1 a) the standards which it thinks

¹ <https://www.local.gov.uk/our-support/workforce-and-hr-support/social-workers/standards-employers-social-workers-england-2020>

best correlates to these resource requirements but is open to further consideration with the supplier.

- c) analysing the resources currently available to support each of the Standards as outlined above and identify gaps to determine which Standards require resources/tools to be collated or produced.
- d) ensuring any collated and produced outputs:
 - are up to date;
 - are where possible transferable to adult social work as well as children and family social work; and
 - can be tailored to meet the needs of a range of local authorities.
- e) engaging with the employer standards members and working groups to test ideas and update them on progress.
- f) before completion and transfer of finalised outputs to the Buyer for final sign off no later than March 2024, quality assuring the effectiveness of produced outputs and testing impact with local authorities, e.g. through the use of questionnaires or interviews
- g) following the delivery of outputs by no later than March 2024, carrying out further quality assurance on their effectiveness of the Deliverables and updating where appropriate, and providing refreshed versions of tools and resources by no later than February 2025 as appropriate.

3. Requirement 3 – Resources and tools for local authorities in the engagement of agency social workers

3.1 Key Points:

- 3.1.1 Please note that the Buyer's proposals to introduce national rules on local authority engagement of agency child and family social work resource are subject to consultation at this time.²
- 3.1.2 The consultation seeks views on the measures that would support local authorities to comply with the proposed rules. Suggested measures include:
 - Commercial and HR support;
 - Toolkits;
 - Materials and case studies on agency use;

² Department for Education. (2023). <https://www.gov.uk/government/consultations/child-and-family-social-worker-workforce>

- Forum to discuss agency workforce issues and market concerns with other local authorities/regions and seek commercial/HR specialist advice;
- Recruitment materials; and
- Materials and case studies on effective retention strategies.

The consultation opened on 2 February 2023 and will close on 11 May 2023.

- 3.1.3 On publication of the government response to the consultation (estimated September 2023), the Buyer will work with the Supplier to ensure consultation responses may inform the outputs under this requirement.
- 3.1.4 For the purposes of this procurement, the evaluation questions will be focussed on the supplier's skills, ability and experience in delivering good quality resources and tools and how these have delivered desired outcomes.

3.2 Anticipated outputs to deliver:

- 3.2.1 The outputs produced by the Supplier should aim to support Local Authorities to:
- engage agency social workers sustainably and move towards a more collaborative workforce model; and
 - subject to consultation, comply with the national rules proposed within the child and family social worker workforce consultation.

3.3 In order to achieve these outputs the Supplier must deliver the following services under Requirement 3:

- 3.3.1 Collate or create resources to support local authorities to deliver the outcomes listed under 3.2 above. This will involve:
- a) identifying the resources needed (including via engagement with the Buyer, local authorities and employers/organisations across the children's social care system);
 - b) collating pre-existing resources, where up to date and quality resources already exist today, or producing new resources, where there is a lack of quality resources currently available;
 - c) ensuring any collated and produced outputs:
 - a. are up to date; and
 - b. meet the needs of and are relevant to all local authorities in England.
 - d) before completion and transfer of finalised outputs to the Buyer for final sign off, quality assuring the effectiveness of produced outputs (including, as appropriate, via testing impact with local authorities).

4. Requirement 4 – Contract Delivery and Management

The successful Supplier will be required as part of their contractual responsibilities to:

- a) produce and agree to the Buyer's satisfaction a contract Exit Plan, Disaster Recovery and Business Continuity Plan;
- b) deliver the Requirements in compliance with the terms and conditions set out in the Contract;
- c) adhere to the KPIs and reporting/information arrangements in the Contract;
- d) attend monthly meetings with the Buyer to report on progress across all Requirements;
- e) adhere to the Milestone dates (as set out below) throughout delivery of the Requirements.
- f) demonstrate compliance with all applicable regulatory requirements, including but not limited to the Data Protection Act 1998 and General Data Protection Regulation (GDPR).
- g) where appropriate, the successful Supplier (and/or relevant Sub-Contractor) will be asked to comply with the Departmental Security Standards set out in the Contract, including Cyber Essentials.

For the purposes of this contract, the Buyer will be the data controller and the Supplier will be data processor, as set out in the Contract.

The Suppliers' collection, use, storage, management and sharing of departmental or personal data, including details of systems in which such data is held and managed, will be governed through DfE's Data Digital and Technology processes.

Milestone Plan

The Milestones set out below are to be refined with the successful Supplier at contract award stage.

All Deliverables against Milestones must be submitted to the Buyer no less than 7 working days in advance of the agreed delivery date in the Milestones for sign-off.

Following contract signature, invoices shall be prepared by the Supplier monthly in arrears following the Buyer's approval of the evidence submitted against the relevant Milestone. Invoices shall be detailed against the task headings set out in the Table below. (Please refer to Annex 3 (Charges) of the Contract Terms and Conditions (Document 4) for more detail.

Requirement 1 - National Workload Action Group Secretariat and Solution Delivery			
#	Title	Description	Timelines
1.1	Project delivery plan covering contract term.	Provide, and agree with the Buyer, a detailed project plan outlining key activities, outputs, timescales, milestones and resources allocated.	Within 30 calendar days of the contract start date.
1.2	First NWAG meeting to occur (Requirement 1)	<ul style="list-style-type: none">identify chair for meeting.	Within 30 calendar days of

		<ul style="list-style-type: none"> • share a formal agenda and any relevant materials with NWAG members no later than 48 hours before each meeting (provided such 48 hour period does not fall over a weekend); • cover key topics outlined within the agenda and TOR core objectives. • Meeting requires quorate attendance in accordance with KPI's. • Meeting minutes/summaries to be shared with the NWAG attendees and the Buyer within 72 hours from the date of the meeting (<i>excluding weekend days</i>) 	the contract start date.
1.3	Secretariat and Chair meeting NWAG	See milestone 1.2 requirements.	September 2023
1.4	Secretariat and Chair meeting (Requirement 1) NWAG	See milestone 1.2 requirements.	November 2023
1.5	Secretariat and Chair meeting (Requirement 1) NWAG	See milestone 1.2 requirements	January 2024
1.6	Secretariat and Chair meeting (Requirement 1) NWAG	See milestone 1.2 requirements.	March 2024
1.7	Initial NWAG findings report	Provide the Buyer with a report including and not limited to: <ul style="list-style-type: none"> • initial findings of the NWAG to date, detailing the conversations and recommendations of the group. • the resources the supplier intends to produce based on these findings (subject to sign off from the Buyer). • timed project plan to deliver resources 	March 2024
1.8	Secretariat and Chair meeting (Requirement 1) NWAG	See milestone 1.2 requirements.	May 2024
1.9	Secretariat and Chair meeting (Requirement 1) NWAG	See milestone 1.2 requirements.	July 2024
1.10	Secretariat and Chair meeting (Requirement 1) NWAG	See milestone 1.2 requirements.	September 2024

1.11	Secretariat and Chair meeting (Requirement 1) NWAG	See milestone 1.2 requirements.	November 2024
1.12	Secretariat and Chair meeting (Requirement 1) NWAG	See milestone 1.2 requirements.	January 2025
1.13	NWAG closing report	Provide the Buyer with a report including and not limited to: <ul style="list-style-type: none"> • additional NWAG conversations and recommendations since the last findings report, • any further resources the supplier intends to produce before the end of contract (subject to sign off by the Buyer). • timed project plan to deliver resources 	To be agreed in discussion on production of the initial findings report but in any case no later than January 2025
1.14	Provide the buyer with finalised outputs from the NWAG (Requirement 1)	Finalised to the satisfaction of the Buyer. Including evidence <ul style="list-style-type: none"> • on how outputs meet core objectives in the TOR and conversations in the NWAG; and • to demonstrate to the Buyer's satisfaction the quality assurance process that has been undertaken to ensure the effectiveness of produced outputs 	No later than March 2025

Requirement 2 - Resources and tools to accompany Social Worker Employer Standards Health Check

#	Title	Description	Timelines
2.1	Project delivery plan covering contract term.	Provide and agree with the Buyer a detailed project plan outlining key activities, outputs, timescales, milestones and resources allocated.	Within 30 calendar days of the contract start date.
2.2	Produce, and agree with Buyer, a plan to identify available resource and/or gaps for each outlined social work employer standard	To provide the Buyer with a report detailing: <ul style="list-style-type: none"> • how you will identify the resource needs, including identifying existing relevant resources and creating new resources to be developed. • how you will set quality standards to assess existing resources and create new resources 	To be agreed with Buyer (Expected from August 2023, provided by no later than October 2023)

2.3	Production of a quarterly progress report on the development of resources and tools for each requirement, to the satisfaction of the Buyer.	<p>From September 2023 until January 2024, to provide the Buyer with a report outlining quarterly progress on collation and production of resources pursuant to milestone 2.4.</p> <p>From March 2024 onwards, such reports are to be provided with focus on the quality assurance, testing, maintenance, and updates as may be required to the Deliverables between March 2024 and February 2025, pursuant to milestone 2.5.</p>	Every quarter commencing from September 2023
2.4	Collate existing and/or produce new tools and resources for each outlined standard as agreed under milestone 2.2, to the satisfaction of the Buyer	<p>Following identification and agreement of resource needs, collation of relevant existing tools and resources as well as production of new tools and resources, as agreed under milestone 2.2.</p> <p>Must outline how each tool meets the allocated social work employer standard.</p>	By no later than March 2024
2.5	Following further quality assuring of outputs provided under milestone 2.4 provide final refreshed collated and/or produced tools to the satisfaction of the Buyer as appropriate.	Following further testing with sector and any subsequent updates to tools and resources produced under milestone 2.4 provide the Buyer with final produced tools and resources for each outlined standard.	No later than February 2025

Requirement 3 - Tools and resources for local authorities in the engagement of agency social workers

#	Title	Description	Timelines
3.1	Project delivery plan covering contract term.	Provide and agree with the Buyer a detailed project plan outlining key activities, outputs, timescales, milestones and resources allocated.	To be agreed with the Buyer (expected September 2023).
3.2	Produce, and agree with the Buyer, a plan to identify resource needs, relevant existing available resources and resource gaps.	<p>To provide the Buyer with a report detailing:</p> <ul style="list-style-type: none"> how you will identify the resource needs, including identifying existing relevant resources and creating new resources to be developed. how you will set quality standards to assess existing resources and create new resources. 	To be agreed with the Buyer (expected from September 2023). Initial deliverables expected in advance of April 2024 with further milestones to be agreed with the

		<p>Following closure of the consultation on the child and family social worker workforce (expected May 2023), the Buyer intends to engage the Supplier in order for consultation responses to inform the resource needs required under milestone 3.2.</p>	<p>Buyer during the Contract term.</p>
3.3	<p>Production of a quarterly progress report on the collation and development of resource and tools for each resource need, to the satisfaction of the Buyer.</p>	<p>To provide the Buyer with a report outlining quarterly progress on collation and production of resources pursuant to milestone 3.4.</p>	<p>Every quarter (expected to commence September 2023).</p>
3.4	<p>Collate existing and/or produce new tools and resources for each identified resource need, as agreed under milestone 3.2, to the satisfaction of the Buyer.</p>	<p>Following identification and agreement of resource needs, collation of relevant existing tools and resources and production of new tools and resources, as agreed under milestone 3.2.</p> <p>Must outline how each resource meets a resource need identified under milestone 3.2.</p>	<p>To be agreed with the Buyer. Initial deliverables expected in advance of April 2024 with further milestones to be agreed with the Buyer during the Contract term.</p>
3.5	<p>Following further quality assuring of outputs provided under milestone 3.4 provide final refreshed collated and/or produced tools to the satisfaction of the Buyer.</p>	<p>Following further testing with sector and any subsequent updates to tools and resources produced under milestone 3.4 provide the Buyer with final produced tools and resources for each outlined standard.</p>	<p>No later than the Contract Expiry Date of 31st March 2025.</p>

End of Specification.

V. Annex 3 – Charges

1. CHARGES TABLES

Table 1: Milestone and Service Fee Allocations

	% of total contract value	Value (including VAT)
Milestones	60%	<REDACTED under FOIA Section 43 (Commercial Interest)>
Service Fee	40%	<REDACTED under FOIA Section 43 (Commercial Interest)>
Total Contract Value (including VAT)		<REDACTED under FOIA Section 43 (Commercial Interest)>

Table 2: Summary of Service Fee and Milestone Payments

Month	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	Jan-25	Feb-25	Mar-25	Apr-25	Total
Milestones	<REDACTED under FOIA Section 43 (Commercial Interest)>																						
Service Fee	<REDACTED under FOIA Section 43 (Commercial Interest)>																						
Total Payment	<REDACTED under FOIA Section 43 (Commercial Interest)>																						

Table 3: Milestone Payment Breakdown

	#	Milestone Description (Title corresponds to Milestone Plan in Specification)	Latest Milestone Completion Date	Payment Date	Milestone %	Milestone Payment
Req 1	1.1	Project delivery plan covering contract term.	31/08/2023	30/09/2023	4%	<REDACTED under FOIA Section 43 (Commercial Interest)>
	1.2	First NWAG meeting to occur	31/08/2023	30/09/2023	3%	<REDACTED under FOIA Section 43 (Commercial Interest)>
	1.3	Secretariat and Chair NWAG meeting	30/09/2023	31/10/2023	2%	<REDACTED under FOIA Section 43 (Commercial Interest)>
	1.4	Secretariat and Chair NWAG meeting	30/11/2023	31/12/2023	2%	<REDACTED under FOIA Section 43 (Commercial Interest)>
	1.5	Secretariat and Chair NWAG meeting	31/01/2024	29/02/2024	2%	<REDACTED under FOIA Section 43 (Commercial Interest)>
	1.6	Secretariat and Chair NWAG meeting	31/03/2024	30/04/2024	2%	<REDACTED under FOIA Section 43 (Commercial Interest)>
	1.7	Initial NWAG findings report	31/03/2024	30/04/2024	3%	<REDACTED under FOIA Section 43 (Commercial Interest)>
	1.8	Secretariat and Chair NWAG meeting	31/05/2024	30/06/2024	2%	<REDACTED under FOIA Section 43 (Commercial Interest)>
	1.9	Secretariat and Chair NWAG meeting	31/07/2024	31/08/2024	2%	<REDACTED under FOIA Section 43 (Commercial Interest)>

	1.10	Secretariat and Chair NWAG meeting	30/09/2024	31/10/2024	2%	<REDACTED under FOIA Section 43 (Commercial Interest)>
	1.11	Secretariat and Chair NWAG meeting	30/11/2024	31/12/2024	2%	<REDACTED under FOIA Section 43 (Commercial Interest)>
	1.12	Secretariat and Chair NWAG meeting	31/01/2025	28/02/2025	2%	<REDACTED under FOIA Section 43 (Commercial Interest)>
	1.13	NWAG closing report (to be agreed)	31/03/2025	30/04/2025	3%	<REDACTED under FOIA Section 43 (Commercial Interest)>
	1.14	Provide the Buyer with finalised outputs from the NWAG	31/03/2025	30/04/2025	3%	<REDACTED under FOIA Section 43 (Commercial Interest)>
Req 2	2.1	Project delivery plan covering contract term.	31/08/2023	30/09/2023	4%	<REDACTED under FOIA Section 43 (Commercial Interest)>
	2.2	Produce, and agree with Buyer, a plan to identify available resource and/or gaps for each outlined social work employer standard	31/10/2023	30/11/2023	3%	<REDACTED under FOIA Section 43 (Commercial Interest)>
	2.3	Production of a quarterly progress report on the development of resource and tools for each requirement, to the satisfaction of the Buyer.	30/09/2023	31/10/2023	4%	<REDACTED under FOIA Section 43 (Commercial Interest)>
		Production of a quarterly progress report on the development of resource and tools for each requirement, to the satisfaction of the Buyer.	31/12/2023	31/01/2024	3%	<REDACTED under FOIA Section 43 (Commercial Interest)>

		Production of a quarterly progress report on the development of resource and tools for each requirement, to the satisfaction of the Buyer.	31/03/2024	30/04/2024	3%	<REDACTED under FOIA Section 43 (Commercial Interest)>
		Production of a quarterly progress report on the development of resource and tools for each requirement, to the satisfaction of the Buyer.	30/06/2024	31/07/2024	4%	<REDACTED under FOIA Section 43 (Commercial Interest)>
		Production of a quarterly progress report on the development of resource and tools for each requirement, to the satisfaction of the Buyer.	30/09/2024	31/10/2024	3%	<REDACTED under FOIA Section 43 (Commercial Interest)>
		Production of a quarterly progress report on the development of resource and tools for each requirement, to the satisfaction of the Buyer.	31/12/2024	31/01/2025	2%	<REDACTED under FOIA Section 43 (Commercial Interest)>
		Production of a quarterly progress report on the development of resource and tools for each requirement, to the satisfaction of the Buyer.	31/03/2025	30/04/2025	2%	<REDACTED under FOIA Section 43 (Commercial Interest)>
	2.4	Provide collated and/or produce tools and resources for each outlined standard as agreed under milestone 2.2, to the satisfaction of the Buyer	31/03/2024	30/04/2024	3%	<REDACTED under FOIA Section 43 (Commercial Interest)>

	2.5	Following further quality assuring of outputs provided under milestone 2.4 provide final refreshed collated and/or produced tools to the satisfaction of the Buyer as appropriate.	28/02/2025	31/03/2025	2%	<REDACTED under FOIA Section 43 (Commercial Interest)>
Req 3	3.1	Project delivery plan covering contract term.	30/09/2023	31/10/2023	4%	<REDACTED under FOIA Section 43 (Commercial Interest)>
	3.2	Produce, and agree with the Buyer, a plan to identify resource needs, relevant existing available resources and resource gaps.	30/09/2023	31/10/2023	3%	<REDACTED under FOIA Section 43 (Commercial Interest)>
	3.3	Production of a quarterly progress report on the collation and development of resource and tools for each resource need, to the satisfaction of the Buyer.	30/09/2023	31/10/2023	4%	<REDACTED under FOIA Section 43 (Commercial Interest)>
		Production of a quarterly progress report on the collation and development of resource and tools for each resource need, to the satisfaction of the Buyer.	31/12/2023	31/01/2024	3%	<REDACTED under FOIA Section 43 (Commercial Interest)>
		Production of a quarterly progress report on the collation and development of resource and tools for each resource need, to the satisfaction of the Buyer.	31/03/2024	30/04/2024	3%	<REDACTED under FOIA Section 43 (Commercial Interest)>

		Production of a quarterly progress report on the collation and development of resource and tools for each resource need, to the satisfaction of the Buyer.	30/06/2024	31/07/2024	4%	<REDACTED under FOIA Section 43 (Commercial Interest)>
		Production of a quarterly progress report on the collation and development of resource and tools for each resource need, to the satisfaction of the Buyer.	30/09/2024	31/10/2024	3%	<REDACTED under FOIA Section 43 (Commercial Interest)>
		Production of a quarterly progress report on the collation and development of resource and tools for each resource need, to the satisfaction of the Buyer.	31/12/2024	31/01/2025	2%	<REDACTED under FOIA Section 43 (Commercial Interest)>
		Production of a quarterly progress report on the collation and development of resource and tools for each resource need, to the satisfaction of the Buyer.	31/03/2025	30/04/2025	2%	<REDACTED under FOIA Section 43 (Commercial Interest)>
	3.4	Collate and/or produce tools and resources for each identified resource need, as agreed under milestone 3.2, to the satisfaction of the Buyer.	30/04/2024	31/05/2024	3%	<REDACTED under FOIA Section 43 (Commercial Interest)>
	3.5	Following further quality assuring of outputs provided under milestone 3.4 provide final refreshed collated and/or	31/03/2025	30/04/2025	2%	<REDACTED under FOIA Section 43 (Commercial Interest)>

		produced tools to the satisfaction of the Buyer.				
		Total Milestone Payment:			100%	<REDACTED under FOIA Section 43 (Commercial Interest)>

2. CHARGES SCHEDULE

Throughout this Contract, the term Charges shall be construed to apply to both the Service Fee and Milestone Payments either individually or separately as the context may require.

Charges allocated to the Service Fee in Table 2 of this Annex 3 will be paid on a monthly basis throughout the Contract Term in accordance with the values and timings set out in Table 2 (Summary of Service Fee and Milestone Payments).

Charges allocated to a particular Milestone in table 3 (Milestone Payment Breakdown) are available for that Milestone only.

Charges allocated to a particular financial year of the Buyer are available for that financial year only. The allocation of Charges in the Tables may not be altered except with the prior written consent of the Buyer.

- 2.1 The Supplier shall maintain full and accurate accounts for the Deliverables against the task headings in the Table 3. Input and output VAT shall be included as separate items in such accounts.
- 2.2 The Buyer reserves the right to have such staff or agents carry out examinations into the economy, efficiency and effectiveness with which the Supplier has used the Buyer's resources in the performance of this Contract. All Deliverables against Milestones must be submitted to the Buyer no less than 7 working days in advance of the 'Latest Milestone Completion Date' (Table 3) for the Buyer's approval. Invoices shall be prepared by the Supplier monthly in arrears following the Buyer's approval of the evidence submitted against the relevant Milestone. Invoices shall be detailed against the Milestone description headings set out in Table 3.
- 2.3 The Charges should be submitted in a single monthly invoice for all the relevant Charges that have been generated and are permitted to be invoiced in that month, inclusive of the Service Fee and Milestone Payment as applicable. All invoices submitted by the Supplier must be supported with evidence of expenditure.
- 2.4 If in a particular month only a Service Fee is payable, the Supplier shall submit the invoice by the seventh working day of the month.
- 2.5 The Supplier or its nominated representative or accountant shall certify on the invoice that the amounts claimed were expended wholly and necessarily by the Supplier in provision of the Deliverables in accordance with the Contract and that the invoice does not include any costs being claimed from any other body or individual or from the Buyer within the terms of another contract.
- 2.6 The Buyer shall accept and process for payment an electronic invoice submitted for payment by the Supplier where the invoice is undisputed and

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where it complies with the standard on electronic invoicing. For the purposes of this Clause, an electronic invoice complies with the standard on electronic invoicing where it complies with the European standard and any of the syntaxes published in Commission Implementing Decision (EU) 2017/1870.

Invoicing

- 2.7 Invoices shall be submitted electronically by e-mail to:
AccountsPayable.OCR@education.gov.uk within 30 days of the end of the relevant invoicing date.
- 2.8 To request a statement, please email
accountspayable.BC@education.gov.uk.
- 2.9 An invoice is only valid if it is legible and includes:
- (a) the date of the invoice
 - (b) Supplier's full name and address
 - (c) Contract reference number including the PO prefix: CORE-PO-
 - (d) the charging period
 - (e) a detailed line level breakdown of the appropriate Charges including Deliverables provided or Milestones Achieved (if applicable)
 - (f) days and times worked (if applicable)
 - (g) Service Credits (if applicable); and
 - (h) VAT (if applicable)
- 2.10 Invoices without a valid purchase order are now rejected by the Buyers e-invoicing solution. The Buyer no longer accepts paper invoices.
- 2.11 On completion of the provision of all Deliverables or on termination of this Contract, the Supplier shall promptly draw-up a final invoice, which shall cover all outstanding Charges. The final invoice shall be submitted not later than 30 days after the date of completion of provision of the Deliverables.
- 2.12 The Buyer shall not be obliged to pay the final invoice until the Supplier has carried out all the elements of the Deliverables.

It shall be the responsibility of the Supplier to ensure that the final invoice covers all Charges

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properly due. Provided that all previous invoices have been duly paid, on due payment of the final invoice by the Buyer all amounts due to be paid under this Contract shall be deemed to have been paid and the Buyer shall have no further liability to make reimbursement of any kind.

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VI. Annex 4 – Supplier Tender

<REDACTED under FOIA Section 43 (Commercial Interest)>

VII. Annex 5 – IPR Clause (Replaces Clause 10 in the Conditions)**10. Intellectual Property Rights (IPRs)**

- 10.1 Each Party keeps ownership of its own Existing IPRs. The Supplier gives the Buyer a non-exclusive, perpetual, royalty-free, irrevocable, transferable worldwide licence to use, change and sub-license the Supplier's Existing IPR to enable the Buyer and its sub-licensees to both:
- (a) receive and use the Deliverables; and
 - (b) use the New IPR.
- 10.2 Any New IPR created under the Contract is owned by the Buyer. The Buyer gives the Supplier a licence to use any Existing IPRs and the New IPR for the purpose of fulfilling its obligations during the Term.
- 10.3 Where a Party acquires ownership of intellectual property rights incorrectly under this Contract it must do everything reasonably necessary to complete a transfer assigning them in writing to the other Party on request and at its own cost.
- 10.4 Neither Party has the right to use the other Party's intellectual property rights, including any use of the other Party's names, logos or trademarks, except as provided in clause 10 or otherwise agreed in writing.
- 10.5 If any claim is made against the Buyer for actual or alleged infringement of a third party's intellectual property arising out of, or in connection with, the supply or use of the Deliverables (an "**IPR Claim**"), then the Supplier indemnifies the Buyer against all losses, damages, costs or expenses (including professional fees and fines) incurred as a result of the IPR Claim.
- 10.6 If an IPR Claim is made or anticipated the Supplier must at its own expense and the Buyer's sole option, either:
- (a) obtain for the Buyer the rights in clauses 10.1 and 10.2 without infringing any third party intellectual property rights; and
 - (b) replace or modify the relevant item with substitutes that don't infringe intellectual property rights without adversely affecting the functionality or performance of the Deliverables.
- 10.7 The Supplier shall not use in the Delivery of the Deliverables any Third Party IPR unless it has notified the Buyer that the owner or an authorised licensor of the relevant Third Party IPR will grant a direct licence to the Buyer on terms no less favourable than those set out in Clause 10.1 for the Third Party IPR and that licence has been granted. The Buyer, in its absolute discretion, shall have 10 Working Days following the Supplier's notification to reject the grant of the licence. If the Supplier cannot obtain for the Buyer a licence in respect of any Third Party IPR, for whatever reason, the Supplier shall:
- (a) notify the Buyer in writing; and

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- (b) use the relevant Third Party IPR only if the Buyer has provided authorisation in writing, with reference to the acts authorised and the specific intellectual property rights involved.
- 10.8 In spite of any other provisions of the Contract and for the avoidance of doubt, award of this Contract by the Buyer and the ordering of any Deliverable under it does not constitute an authorisation by the Crown under Sections 55 and 56 of the Patents Act 1977, Section 12 of the Registered Designs Act 1949 or Sections 240 – 243 of the Copyright, Designs and Patents Act 1988.
- 10.9 Subject to clause 10.11, the Supplier agrees that the Buyer may at its sole discretion publish under Open Licence all or part of the New IPR Items and the Supplier warrants that the New IPR Items are suitable for release under Open Licence. Notwithstanding Clause 10.5 and 10.6, the Supplier shall have no liability for any use of the Intellectual Property other than for the purposes for which it was originally intended.
- 10.10 The Supplier will supply any or all New IPR Items in a format suitable for publication under Open Licence ("**the Open Licence Publication Material**") within 30 days of written request from the Buyer ("**Buyer Open Licence Request**").
- 10.11 The Supplier may within 15 days of a Buyer Open Licence Request under clause 10.10 request in writing that the Buyer excludes all or part of:
 - (a) the New IPR; or
 - (b) Supplier Existing IPR or Third Party IPR that would otherwise be included in the Open Licence Publication Material supplied to the Buyer pursuant to clause 10.10 from Open Licence publication.
- 10.12 Any decision to approve any such request from the Supplier pursuant to clause 10.11 shall be at the Buyer's sole discretion, not to be unreasonably withheld, delayed or conditioned.
- 10.13 Subject to clause 12, the Buyer will not be liable in the event that any Supplier Existing IPR or Third Party IPR is included in the Open Licence Publication Material published by the Buyer.
- 10.14 The Buyer reserves the right to include Departmental branding on any New IPR created under the Contract.

VIII. Annex 6 - KPIs**1. Definitions**

In this Annex, the following words shall have the following meanings and they shall supplement the definitions used in this Contract:

"Critical Service Failure"	means a failure by the Supplier as described in column F ("Service Credit Applied") of the table in Part A of this Annex 6 allowing the Buyer to exercise its termination rights pursuant to clause 11.4 (ii) of the Contract.
"Service Credits"	means a reduction in the total amount of charges payable to the Supplier as set out in column F of the table in Part A of Annex 6.
"KPI Failure"	means a failure to meet a KPI Performance Measure as set out in the table in Part A of Annex 6;
"KPI Performance Measure"	shall be as set out against the relevant KPI Performance Measure as set out in the table (column D) in Part A of Annex 6; and
"Service Period"	shall mean a calendar month, unless the context requires a longer measurement period to measure compliance against the KPI in which case that period shall take precedence.

2. What happens if you don't meet the Key Performance Indicators (KPIs)

- 2.1 The Supplier shall at all times provide the Deliverables to meet or exceed the KPI Performance Measure for each KPI as set out in this Annex 6.
- 2.2 The Supplier acknowledges that any KPI Failure shall entitle the Buyer to the rights set out in Part A of this Annex including the right to any Service Credits and that any Service Credit is a price adjustment and not an estimate of the Loss that may be suffered by the Buyer as a result of the Supplier's failure to meet any KPI Performance Measure.
- 2.3 The Supplier shall send Performance Monitoring Reports to the Buyer detailing the level of service which was achieved in accordance with the provisions of Part B (Performance Monitoring) of this Schedule.
- 2.4 A repeated KPI Failure of the same KPI(s) over a consecutive 6 month period, or a KPI Failure across any two KPIs over a six month period will result in a Critical Service Failure.

Part A: KPIs and Service Credits**1. KPIs**

If the level of performance of the Supplier:

1.1 is likely to or fails to meet any KPI Performance Measure; or

1.2 is likely to cause or causes a Critical Service Failure to occur,

the Supplier shall immediately notify the Buyer in writing and the Buyer, in its absolute discretion and without limiting any other of its rights, may:

1.2.1 require the Supplier to immediately take all remedial action that is reasonable to mitigate the impact on the Buyer and to rectify or prevent a KPI Failure or Critical Service Failure from taking place or recurring;

1.2.2 instruct the Supplier to comply with the Rectification Plan process;

1.2.3 if a KPI Failure has occurred, deduct the applicable Service Level Credits payable by the Supplier to the Buyer; and/or

1.2.4 if a Critical Service Level Failure has occurred, exercise its right to Compensation for Critical Service Level Failure (including the right to terminate for material Default).

2. Service Credits

2.1 The Buyer shall use the Performance Monitoring Reports supplied by the Supplier to verify the calculation and accuracy of the Service Credits, if any, applicable to each Service Period.

2.2 Service Credits are a reduction of the amounts payable in respect of the Deliverables and do not include VAT. The Supplier shall set-off the value of any Service Credits against the appropriate invoice as instructed by the Buyer.

Annex A to Part A: KPIs and Service Credits Table



<p>Key Performance Indicators</p> <p>Performance against the below KPIs will be monitored via the performance monitoring report at monthly performance review meetings, as appropriate.</p>					
<i>A</i>	<i>B</i>	<i>C</i>	<i>D</i>	<i>E</i>	<i>F</i>
KPI No.	Service Level Performance Criterion	Key Indicator	KPI Performance Measure	Frequency of Monitoring	Service Credit applied
1	100% of National Workload Action Group meetings to have quorate attendance from attendees listed in the Terms of Reference (or attendance from a suitable representative)	NWAG Meeting Attendance	at least 60% quorate at all times	updates will be provided to the Buyer on a bi-monthly basis using the performance review meetings	Not applicable
2	National Workload Action Group first meeting to occur no later than within 30 days of contract signature with meetings thereafter occurring no less than bi-monthly until January 2025 at the earliest	NWAG Meeting regularity	100% at all times	updates will be provided to the Buyer on a bi-monthly basis using the performance review meetings	Not applicable

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Key Performance Indicators Performance against the below KPIs will be monitored via the performance monitoring report at monthly performance review meetings, as appropriate.					
<i>A</i>	<i>B</i>	<i>C</i>	<i>D</i>	<i>E</i>	<i>F</i>
KPI No.	Service Level Performance Criterion	Key Indicator	KPI Performance Measure	Frequency of Monitoring	Service Credit applied
3	Formal Agenda to be issued to NWAG attendees no less than 48 hours before each scheduled meeting (<i>excluding weekend days</i>)	NWAG Meeting Agendas	100% at all times	updates will be provided to the Buyer on a bi-monthly basis using the performance review meetings	For KPIs 3 and 4, Service Credits will be applied as follows: i) For failure across both KPIs over 2 consecutive meetings a 2% reduction to the Service Fee will be applied against the value of the Service Fee due in the 2 Service Periods in which the KPI failure occurred, this 2% reduction will be deducted from the next applicable invoice.

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<p>Key Performance Indicators</p> <p>Performance against the below KPIs will be monitored via the performance monitoring report at monthly performance review meetings, as appropriate.</p>					
<i>A</i>	<i>B</i>	<i>C</i>	<i>D</i>	<i>E</i>	<i>F</i>
KPI No.	Service Level Performance Criterion	Key Indicator	KPI Performance Measure	Frequency of Monitoring	Service Credit applied
4	NWAG Meeting minutes/summaries to be shared with the NWAG attendees and the Buyer within 72 hours from the date of the meeting (<i>excluding weekend days</i>)	NWAG Meeting read-outs	100% at all times	updates will be provided to the Buyer on a bi-monthly basis using the performance review meetings	As set out in KPI 3
5	Net Promotor Surveys with NWAG meeting attendees to receive a score no less than 40.	NWAG meeting quality	100% at all times	<p>Surveys to be conducted no less than every 6 months from contract signature.</p> <p>A final survey is to be completed after the last meeting.</p>	<p>Failure to achieve this KPI will entitle the Buyer to apply a 2% reduction to the Service Fee, applied to the Service Fee amount due since the start of the contract or since the most recent survey, whatever is the later.</p> <p>This 2% reduction will be deducted from the next applicable invoice.</p>

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Key Performance Indicators Performance against the below KPIs will be monitored via the performance monitoring report at monthly performance review meetings, as appropriate.					
<i>A</i>	<i>B</i>	<i>C</i>	<i>D</i>	<i>E</i>	<i>F</i>
KPI No.	Service Level Performance Criterion	Key Indicator	KPI Performance Measure	Frequency of Monitoring	Service Credit applied
6	Quarterly progress reports to be provided to the Buyer in relation to Requirement 2 and 3 (as set out in the Specification)	Progress reporting: Requirements 2 and 3 in Specification	100% at all times	updates will be provided to the Buyer on a quarterly basis using the performance review meetings	Not applicable
7	All Deliverables against Milestones are signed off by the Buyer to a standard acceptable to the Buyer, within 7 working days before the delivery date in the Milestones.	Sign off of Deliverables by the Buyer	100%	updates will be provided to the Buyer on a bi-monthly basis using the performance review meetings	Not applicable

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<p>Key Performance Indicators</p> <p>Performance against the below KPIs will be monitored via the performance monitoring report at monthly performance review meetings, as appropriate.</p>					
<i>A</i>	<i>B</i>	<i>C</i>	<i>D</i>	<i>E</i>	<i>F</i>
KPI No.	Service Level Performance Criterion	Key Indicator	KPI Performance Measure	Frequency of Monitoring	Service Credit applied
8	Social Value: Covid Recovery.	Covid Recovery MAC 1.3	<p>80% of supply chain partners will be SMEs/VCSEs.</p> <p>Achievement of a 'good' or 'very good' rating from 75% of participants attending the Digital</p>	updates will be provided to the Buyer on a bi-monthly basis using the performance review meetings	n/a

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Key Performance Indicators Performance against the below KPIs will be monitored via the performance monitoring report at monthly performance review meetings, as appropriate.					
<i>A</i>	<i>B</i>	<i>C</i>	<i>D</i>	<i>E</i>	<i>F</i>
KPI No.	Service Level Performance Criterion	Key Indicator	KPI Performance Measure	Frequency of Monitoring	Service Credit applied
			Practice and workforce development sessions		

Part B: Performance Monitoring

1. Performance Monitoring and Performance Review

- 1.1 Within twenty (20) Working Days of the Start Date the Supplier shall provide the Buyer with details of how the process in respect of the monitoring and reporting of KPIs will operate between the Parties and the Parties will endeavour to agree such process as soon as reasonably possible.
- 1.2 The Supplier shall provide the Buyer with performance monitoring reports ("**Performance Monitoring Reports**") in accordance with the process and timescales agreed pursuant to Clause 1.1 of Part B of this Annex which shall contain, as a minimum, the following information in respect of the relevant Service Period just ended:
 - 1.2.1 for each KPI, the actual performance achieved over the KPI for the relevant Service Period;
 - 1.2.2 a summary of all failures to achieve KPIs that occurred during that Service Period;
 - 1.2.3 details of any Critical Service Level Failures;
 - 1.2.4 for any repeat failures, actions taken to resolve the underlying cause and prevent recurrence;
 - 1.2.5 the Service Credits to be applied in respect of the relevant period indicating the failures and Service Levels to which the Service Credits relate; and
 - 1.2.6 such other details as the Buyer may reasonably require from time to time.
- 1.3 The Parties shall attend meetings to discuss Performance Monitoring Reports ("**Performance Review Meetings**") on a Monthly basis. The Performance Review Meetings will be the forum for the review by the Supplier and the Buyer of the Performance Monitoring Reports. The Performance Review Meetings shall:
 - 1.3.1 take place within one (1) week of the Performance Monitoring Reports being issued by the Supplier at such location and time (within normal business hours) as the Buyer shall reasonably require;
 - 1.3.2 be attended by the Supplier's Representative and the Buyer's Representative; and

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- 1.3.3 be fully minuted by the Supplier and the minutes will be circulated by the Supplier to all attendees at the relevant meeting and also to the Buyer's Representative and any other recipients agreed at the relevant meeting.
- 1.4 The minutes of the preceding Month's Performance Review Meeting will be agreed and signed by both the Supplier's Representative and the Buyer's Representative at each meeting.
- 1.5 The Supplier shall provide to the Buyer such documentation as the Buyer may reasonably require in order to verify the level of the performance by the Supplier and the calculations of the amount of Service Credits for any specified Service Period.

2. Satisfaction Surveys

- 2.1 The Buyer may undertake satisfaction surveys in respect of the Supplier's provision of the Deliverables. The Buyer shall be entitled to notify the Supplier of any aspects of their performance of the provision of the Deliverables which the responses to the Satisfaction Surveys reasonably suggest are not in accordance with this Contract.

IX. Annex 7 – Buyer Specific Security Requirements

1. Definitions

1.1. In this Schedule, the following words shall have the following meanings and they shall supplement the other definitions in the Contract:

<p>“BPSS”</p> <p>“Baseline Personnel Security Standard”</p>	<p>the Government’s HMG Baseline Personal Security Standard. Further information can be found at:</p> <p>https://www.gov.uk/government/publications/government-baseline-personnel-security-standard</p>
<p>“CCSC”</p> <p>“Certified Cyber Security Consultancy”</p>	<p>is the National Cyber Security Centre’s (NCSC) approach to assessing the services provided by consultancies and confirming that they meet NCSC's standards.</p> <p>See website:</p> <p>https://www.ncsc.gov.uk/scheme/certified-cyber-consultancy</p>
<p>“CCP”</p> <p>“Certified Professional”</p>	<p>is a NCSC scheme in consultation with government, industry and academia to address the growing need for specialists in the cyber security profession. See website:</p> <p>https://www.ncsc.gov.uk/information/about-certified-professional-scheme</p>
<p>“Cyber Essentials”</p> <p>“Cyber Essentials Plus”</p>	<p>Cyber Essentials is the government backed, industry supported scheme to help organisations protect themselves against common cyber-attacks. Cyber Essentials and Cyber Essentials Plus are levels within the scheme.</p>

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	<p>There are a number of certification bodies that can be approached for further advice on the scheme; the link below points to these providers:</p> <p>https://www.cyberessentials.ncsc.gov.uk/getting-certified/#what-is-an-accreditation-body</p>
<p>"Data"</p> <p>"Data Controller"</p> <p>"Data Protection Officer"</p> <p>"Data Processor"</p> <p>"Personal Data"</p> <p>"Personal Data requiring Sensitive Processing"</p> <p>"Data Subject", "Process" and "Processing"</p>	<p>shall have the meanings given to those terms by the Data Protection Legislation</p>
<p>"Buyer's Data"</p> <p>"Buyer's Information"</p>	<p>is any data or information owned or retained to meet departmental business objectives and tasks, including:</p> <p>(a) any data, text, drawings, diagrams, images or sounds (together with any repository or database made up of any of these components) which are embodied in any electronic, magnetic, optical or tangible media, and which are:</p> <p>(i) supplied to the Supplier by or on behalf of the Buyer; or</p>

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	<p>(ii) which the Supplier is required to generate, process, store or transmit pursuant to this Contract; or</p> <p>(b) any Personal Data for which the Buyer is the Data Controller;</p>
“Departmental Security Requirements”	the Buyer’s security policy or any standards, procedures, process or specification for security that the Supplier is required to deliver.
“Digital Marketplace / G-Cloud”	the Digital Marketplace is the online framework for identifying and procuring cloud technology and people for digital projects.
“End User Devices”	the personal computer or consumer devices that store or process information.
<p>“Good Industry Standard”</p> <p>“Industry Good Standard”</p>	the implementation of products and solutions, and the exercise of that degree of skill, care, prudence, efficiency, foresight and timeliness as would be expected from a leading company within the relevant industry or business sector.
<p>“GSC”</p> <p>“GSCP”</p>	the Government Security Classification Policy which establishes the rules for classifying HMG information. The policy is available at: https://www.gov.uk/government/publications/government-security-classifications
“HMG”	Her Majesty’s Government
“ICT”	Information and Communications Technology (ICT) and is used as an extended synonym for information technology (IT), used to describe the

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	bringing together of enabling technologies used to deliver the end-to-end solution
"ISO/IEC 27001" "ISO 27001"	is the International Standard for Information Security Management Systems Requirements
"ISO/IEC 27002" "ISO 27002"	is the International Standard describing the Code of Practice for Information Security Controls.
"ISO 22301"	is the International Standard describing for Business Continuity
"IT Security Health Check (ITSHC)" "IT Health Check (ITHC)" "Penetration Testing"	an assessment to identify risks and vulnerabilities in systems, applications and networks which may compromise the confidentiality, integrity or availability of information held on that ICT system.
"Need-to-Know"	the Need-to-Know principle employed within HMG to limit the distribution of classified information to those people with a clear 'need to know' in order to carry out their duties.
"NCSC"	the National Cyber Security Centre (NCSC) is the UK government's National Technical Authority for Information Assurance. The NCSC website is https://www.ncsc.gov.uk

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<p>“OFFICIAL”</p> <p>“OFFICIAL-SENSITIVE”</p>	<p>the term ‘OFFICIAL’ is used to describe the baseline level of ‘security classification’ described within the Government Security Classification Policy (GSCP).</p> <p>the term ‘OFFICIAL–SENSITIVE is used to identify a limited subset of OFFICIAL information that could have more damaging consequences (for individuals, an organisation or government generally) if it were lost, stolen or published in the media, as described in the GSCP.</p>
<p>“RBAC”</p> <p>“Role Based Access Control”</p>	<p>Role Based Access Control, a method of restricting a person’s or process’ access to information depending on the role or functions assigned to them.</p>
<p>“Storage Area Network”</p> <p>“SAN”</p>	<p>an information storage system typically presenting block based storage (i.e. disks or virtual disks) over a network interface rather than using physically connected storage.</p>
<p>“Secure Sanitisation”</p>	<p>the process of treating data held on storage media to reduce the likelihood of retrieval and reconstruction to an acceptable level.</p> <p>NCSC Guidance can be found at: https://www.ncsc.gov.uk/guidance/secure-sanitisation-storage-media</p>

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	The disposal of physical documents and hardcopy materials advice can be found at: https://www.cpni.gov.uk/secure-destruction-0
“Security and Information Risk Advisor” “CCP SIRA” “SIRA”	the Security and Information Risk Advisor (SIRA) is a role defined under the NCSC Certified Professional (CCP) Scheme. See also: https://www.ncsc.gov.uk/articles/about-certified-professional-scheme
“Senior Information Risk Owner” “SIRO”	the Senior Information Risk Owner (SIRO) responsible on behalf of the DfE Accounting Officer for overseeing the management of information risk across the organisation. This includes its executive agencies, arm’s length bodies (ALBs), non-departmental public bodies (NDPBs) and devolved information held by third parties.
“SPF” “HMG Security Policy Framework”	the definitive HMG Security Policy which describes the expectations of the Cabinet Secretary and Government’s Official Committee on Security on how HMG organisations and third parties handling HMG information and other assets will apply protective security to ensure HMG can function effectively, efficiently and securely. https://www.gov.uk/government/publications/security-policy-framework
“Supplier Staff”	all directors, officers, employees, agents, consultants and contractors of the Supplier

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	and/or of any Subcontractor engaged in the performance of the Supplier's obligations under the Contract.
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Operative Provisions

- 1.2. The Supplier shall be aware of and comply with the relevant [HMG security policy framework](#), [NCSC guidelines](#) and where applicable these Departmental Security Requirements which include but are not constrained to the following Clauses.
- 1.3. Where the Supplier will provide products or Services or otherwise handle information at OFFICIAL for the Buyer, the requirements of [Cabinet Office Procurement Policy Note – Use of Cyber Essentials Scheme certification - Action Note 09/14](#) dated 25 May 2016, or any subsequent updated document, are mandated, namely that “contractors supplying products or services to HMG shall have achieved, and will be expected to retain Cyber Essentials certification at the appropriate level for the duration of the contract”. The certification scope shall be relevant to the Services supplied to, or on behalf of, the Buyer.
- 1.4. Where Clause 1.2 above has not been met, the Supplier shall have achieved, and be able to maintain, independent certification to ISO/IEC 27001 (Information Security Management Systems Requirements). The ISO/IEC 27001 certification must have a scope relevant to the Services supplied to, or on behalf of, the Buyer. The scope of certification and the statement of applicability must be acceptable, following review, to the Buyer, including the application of controls from ISO/IEC 27002 (Code of Practice for Information Security Controls).
- 1.5. The Supplier shall follow the UK Government Security Classification Policy (GSCP) in respect of any Buyer's Data being handled in the course of providing the Services and will handle all data in accordance with its security classification. (In the event where the Supplier has an existing Protective Marking Scheme then the Supplier may continue to use this but must map the HMG security classifications against it to ensure the correct controls are applied to the Buyer's Data).
- 1.6. Buyer's Data being handled while providing an ICT solution or service must be separated from all other data on the Supplier's or sub-contractor's own IT equipment to protect the Buyer's Data and enable the data to be identified and securely deleted when required in line with Clause 1.14. For information stored digitally, this must be at a minimum logically separated. Physical information (e.g., paper) must be physically separated.

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- 1.7. The Supplier shall have in place and maintain physical security to premises and sensitive areas used in relation to the delivery of the products or Services, and that store or process Buyer's Data, in line with ISO/IEC 27002 including, but not limited to, entry control mechanisms (e.g. door access), CCTV, alarm systems, etc.
- 1.8. The Supplier shall have in place, implement and maintain an appropriate user access control policy for all ICT systems to ensure only authorised personnel have access to Buyer's Data. This policy should include appropriate segregation of duties and if applicable role based access controls (RBAC). User credentials that give access to Buyer's Data or systems shall be considered to be sensitive data and must be protected accordingly.
- 1.9. The Supplier shall have in place and shall maintain procedural, personnel, physical and technical safeguards to protect Buyer's Data, including but not limited to:
 - 1.9.1. physical security controls;
 - 1.9.2. good industry standard policies and processes;
 - 1.9.3. malware protection;
 - 1.9.4. boundary access controls including firewalls, application gateways, etc;
 - 1.9.5. maintenance and use of fully supported software packages in accordance with vendor recommendations;
 - 1.9.6. use of secure device configuration and builds;
 - 1.9.7. software updates and patching regimes including malware signatures, for operating systems, network devices, applications and services;
 - 1.9.8. user identity and access controls, including the use of multi-factor authentication for sensitive data and privileged account accesses;
 - 1.9.9. any services provided to the Buyer must capture audit logs for security events in an electronic format at the application, service and system level to meet the Buyer's logging and auditing requirements, plus logs shall be:
 - 1.9.10. retained and protected from tampering for a minimum period of six months;
 - 1.9.11. made available to the Buyer on request.
- 1.10. The Supplier shall ensure that any Buyer's Data (including email) transmitted over any public network (including the Internet, mobile networks or unprotected enterprise network) or to a mobile device shall be encrypted when transmitted.
- 1.11. The Supplier shall ensure that any Buyer's Data which resides on a mobile, removable or physically uncontrolled device is stored encrypted using a product or system component which has been formally assured through a

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recognised certification process agreed with the Buyer except where the Buyer has given its prior written consent to an alternative arrangement.

- 1.12. The Supplier shall ensure that any device which is used to process Buyer's Data meets all of the security requirements set out in the NCSC End User Devices Platform Security Guidance, a copy of which can be found at: https://www.ncsc.gov.uk/guidance/end-user-device-security_and_https://www.ncsc.gov.uk/collection/end-user-device-security/eud-overview/eud-security-principles.

- 1.13. Whilst in the Supplier's care all removable media and hardcopy paper documents containing Buyer's Data must be handled securely and secured under lock and key when not in use and shall be securely destroyed when no longer required, using either a cross-cut shredder or a professional secure disposal organisation.

The term 'lock and key' is defined as: "securing information in a lockable desk drawer, cupboard or filing cabinet which is under the user's sole control and to which they hold the keys".

- 1.14. When necessary to hand carry removable media and/or hardcopy paper documents containing Buyer's Data, the media or documents being carried shall be kept under cover and transported in such a way as to ensure that no unauthorised person has either visual or physical access to the material being carried. This Clause shall apply equally regardless of whether the material is being carried inside or outside of company premises.

The term 'under cover' means that the information is carried within an opaque folder or envelope within official premises and buildings and within a closed briefcase or other similar bag or container when outside official premises or buildings.

- 1.15. In the event of termination of Contract due to expiry, as a result of an Insolvency Event or for breach by the Supplier, all information assets provided, created or resulting from provision of the Services shall not be considered as the Supplier's assets and must be returned to the Buyer and written assurance obtained from an appropriate officer of the Supplier that these assets regardless of location and format have been fully sanitised throughout the Supplier's organisation in line with Clause 1.15.
- 1.16. In the event of termination, equipment failure or obsolescence, all Buyer's Data and Buyer's Information, in either hardcopy or electronic format, that is physically held or logically stored by the Supplier must be accounted for and

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either physically returned or securely sanitised or destroyed in accordance with the current HMG policy using an NCSC-approved product or method.

Where sanitisation or destruction is not possible for legal, regulatory or technical reasons, such as data stored in a cloud system, Storage Area Network (SAN) or on shared backup tapes, then the Supplier shall protect (and ensure that any sub-contractor protects) the Buyer's Information and Buyer's Data until such time, which may be long after termination or expiry of the Contract, when it can be securely cleansed or destroyed.

- 1.17. Evidence of secure destruction will be required in all cases.

Access by Supplier Staff to Buyer's Data, including user credentials, shall be confined to those individuals who have a "need-to-know" in order to carry out their role; and have undergone mandatory pre-employment screening, to a minimum of HMG Baseline Personnel Security Standard (BPSS); or hold an appropriate National Security Vetting clearance as required by the Buyer. All Supplier Staff must complete this process before access to Buyer's Data is permitted. [Any Supplier Staff who will be in contact with children or vulnerable adults must, in addition to any security clearance, have successfully undergone an Enhanced DBS (Disclosure and Barring Service) check prior to any contact].

- 1.18. All Supplier Staff who handle Buyer's Data shall have annual awareness training in protecting information.

- 1.19. Notwithstanding any other provisions as to business continuity and disaster recovery in the Contract, the Supplier shall, as a minimum, have in place robust business continuity arrangements and processes including IT disaster recovery plans and procedures that conform to ISO 22301 to ensure that the delivery of the Contract is not adversely affected in the event of an incident. An incident shall be defined as any situation that might, or could lead to, a disruption, loss, emergency or crisis to the Services delivered. If an ISO 22301 certificate is not available the supplier will provide evidence of the effectiveness of their ISO 22301 conformant business continuity arrangements and processes including IT disaster recovery plans and procedures. This must include evidence that the Supplier has tested or exercised these plans within the last 12 months and produced a written report of the outcome, including required actions.

- 1.20. Any suspected or actual breach of the confidentiality, integrity or availability of Buyer's Data, including user credentials, used or handled while providing the Services shall be recorded as a Security Incident. This includes any non-compliance with the Departmental Security Requirements and these provisions, or other security standards pertaining to the solution.

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Security Incidents shall be reported to the Buyer immediately, wherever practical, even if unconfirmed or when full details are not known, but always within 24 hours of discovery. If Security Incident reporting has been delayed by more than 24 hours, the Supplier should provide an explanation about the delay.

Security Incidents shall be reported through the Buyer's nominated system or service owner.

Security Incidents shall be investigated by the Supplier with outcomes being notified to the Buyer.

- 1.21. The Supplier shall ensure that any Supplier ICT systems and hosting environments that are used to handle, store or process Buyer's Data, including Supplier ICT connected to Supplier ICT systems used to handle, store or process Buyer's Data, shall be subject to independent IT Health Checks (ITHC) using an NCSC CHECK Scheme ITHC provider before go-live and periodically (at least annually) thereafter. The findings of the ITHC relevant to the Services being provided are to be shared with the Buyer in full without modification or redaction and all necessary remedial work carried out. In the event of significant security issues being identified, a follow up remediation test may be required, to be determined by the Buyer upon review of the ITHC findings.
- 1.22. The Supplier or sub-contractors providing the Services will provide the Buyer with full details of any actual or future intent to develop, manage, support, process or store Buyer's Data outside of the UK mainland. The Supplier or sub-contractor shall not go ahead with any such proposal without the prior written agreement from the Buyer.
- 1.23. The Buyer reserves the right to audit the Supplier or sub-contractors providing the Services within a mutually agreed timeframe but always within seven days of notice of a request to audit being given. The audit shall cover the overall scope of the Services being supplied and the Supplier's, and any sub-contractors', compliance with the Clauses contained in this Schedule.
- 1.24. The Supplier and sub-contractors shall undergo appropriate security assurance activities and shall provide appropriate evidence including the production of the necessary security documentation as determined by the Buyer. This will include obtaining any necessary professional security resources required to support the Supplier's and sub-contractor's security assurance activities such as: a Security and Information Risk Advisor (SIRA)

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certified to NCSC Certified Cyber Security Consultancy (CCSC) or NCSC Certified Cyber Professional (CCP) schemes.

- 1.25. Where the Supplier is delivering an ICT solution to the Buyer they shall design and deliver solutions and services that are compliant with the HMG Security Policy Framework in conjunction with current NCSC Information Assurance Guidance and Buyer's Policy. The Supplier will provide the Buyer with evidence of compliance for the solutions and services to be delivered. The Buyer's expectation is that the Supplier shall provide written evidence of:
- 1.25.1. compliance with HMG Minimum Cyber Security Standard.
 - 1.25.2. any existing security assurance for the Services to be delivered, such as: ISO/IEC 27001 / 27002 or an equivalent industry level certification (e.g. United Kingdom Accreditation Service).
 - 1.25.3. any existing HMG security accreditations or assurance that are still valid including: details of the awarding body; the scope of the accreditation; any caveats or restrictions to the accreditation; the date awarded, plus a copy of the residual risk statement.
 - 1.25.4. documented progress in achieving any security assurance or accreditation activities including whether documentation has been produced and submitted. The Supplier shall provide details of who the awarding body or organisation will be and date expected.

Additional information and evidence to that listed above may be required to ensure compliance with DfE security requirements as part of the DfE security assurance process. Where a request for evidence or information is made by the Buyer, the Supplier will acknowledge the request within 5 working days and either provide the information within that timeframe, or, if that is not possible, provide a date when the information will be provided to the Buyer. In any case, the Supplier must respond to information requests from the Buyer needed to support the security assurance process promptly and without undue delay.

- 1.26. The Supplier shall contractually enforce all these Departmental Security Requirements onto any third-party suppliers, sub-contractors or partners who could potentially access Buyer's Data in the course of providing the Services.
- 1.27. The Supplier shall comply with the [NCSC's social media guidance: how to use social media safely](#) for any web and social media-based communications. In addition, any Communications Plan deliverable must include a risk assessment relating to the use of web and social media channels for the programme, including controls and mitigations to be applied and how the NCSC social media guidance will be complied with. The Supplier shall

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implement the necessary controls and mitigations within the plan and regularly review and update the risk assessment throughout the contract period. The Buyer shall have the right to review the risks within the plan and approve the controls and mitigations to be implemented, including requiring the Supplier to implement any additional reasonable controls to ensure risks are managed within the Buyer's risk appetite.

- 1.28. Any Supplier ICT system used to handle, store or process the Buyer's Data, including any Supplier ICT systems connected to systems that handle, store or process the Buyer's Data, must have in place protective monitoring at a level that is commensurate with the security risks posed to those systems and the data held. The Supplier shall provide evidence to the Buyer upon request of the protective monitoring arrangements in place needed to assess compliance with this requirement.

X. Annex 8 – Transparency Reports

- 1.1 The Supplier recognises that the Buyer is subject to PPN 01/17 (Updates to transparency principles v1.1 (<https://www.gov.uk/government/publications/procurement-policy-note-0117-update-to-transparency-principles>)). The Supplier shall comply with the provisions of this Schedule in order to assist the Buyer with its compliance with its obligations under that PPN.
- 1.2 Without prejudice to the Supplier's reporting requirements set out in the Contract, within three (3) Months of the Start Date the Supplier shall submit to the Buyer for Approval (such Approval not to be unreasonably withheld or delayed) draft Transparency Reports consistent with the content requirements and format set out in Table A of this Annex.
- 1.3 If the Buyer rejects any proposed Transparency Report submitted by the Supplier, the Supplier shall submit a revised version of the relevant report for further Approval within five (5) days of receipt of any notice of rejection, taking account of any recommendations for revision and improvement to the report provided by the Buyer. If the Parties fail to agree on a draft Transparency Report the Buyer shall determine what should be included. Any other disagreement in connection with Transparency Reports shall be treated as a Dispute.
- 1.4 The Supplier shall provide accurate and up-to-date versions of each Transparency Report to the Buyer at the frequency referred to in the Annex of this Schedule.

Table A: List of Transparency Reports

The contents of this table are to be agreed within 3 months of contract signature pursuant to Clause 1.2 above, and will be updated as required during the Contract Term.

Title	Content	Format	Frequency
Performance	[]	[]	[]
Charges	[]	[]	[]
Key Subcontractors	[]	[]	[]
Technical	[]	[]	[]
Performance management	[]	[]	[]

XI. Annex 9 - Insurance

SECTION A – INSURANCE OVERVIEW

1. The insurance you need to have

- 1.1 The Supplier shall take out and maintain or procure the taking out and maintenance of the insurances as set out in Section B (Required Insurances) of this Annex and any other insurances as may be required by applicable Law (together the “**Insurances**”). The Supplier shall ensure that each of the Insurances is effective no later than the Start Date in respect of those Insurances set out in Section B (Required Insurances) of this Annex and those required by applicable Law; and
- 1.2 The Insurances shall be:
 - 1.2.1 maintained in accordance with Good Industry Practice;
 - 1.2.2 (so far as is reasonably practicable) on terms no less favourable than those generally available to a prudent contractor in respect of risks insured in the international insurance market from time to time;
 - 1.2.3 taken out and maintained with insurers of good financial standing and good repute in the international insurance market; and
 - 1.2.4 maintained until the Expiry Date except in relation to Professional Indemnity where required which shall be maintained for at least six (6) years after the End Date.
- 1.3 The Supplier shall ensure that the public and products liability policy contain an indemnity to principals clause under which the Buyer shall be indemnified in respect of claims made against the Buyer in respect of death or bodily injury or third party property damage arising out of or in connection with the Deliverables and for which the Supplier is legally liable.

2. How to manage the insurance

- 2.1 Without limiting the other provisions of this Contract, the Supplier shall:
 - 2.1.1 take or procure the taking of all reasonable risk management and risk control measures in relation to Deliverables as it would be reasonable to expect of a prudent contractor acting in accordance with Good Industry Practice, including the investigation and reports of relevant claims to insurers;

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- 2.1.2 promptly notify the insurers in writing of any relevant material fact under any Insurances of which the Supplier is or becomes aware; and
- 2.1.3 hold all policies in respect of the Insurances and cause any insurance broker effecting the Insurances to hold any insurance slips and other evidence of placing cover representing any of the Insurances to which it is a party.

3. What happens if you aren't insured

- 3.1 The Supplier shall not take any action or fail to take any action or (insofar as is reasonably within its power) permit anything to occur in relation to it which would entitle any insurer to refuse to pay any claim under any of the Insurances.
- 3.2 Where the Supplier has failed to purchase or maintain any of the Insurances in full force and effect, the Buyer may elect (but shall not be obliged) following written notice to the Supplier to purchase the relevant Insurances and recover the reasonable premium and other reasonable costs incurred in connection therewith as a debt due from the Supplier.

4. Evidence of insurance you must provide

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

5. Making sure you are insured to the required amount

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

6. Cancelled Insurance

- 6.1 The Supplier shall notify the Buyer in writing at least five (5) Working Days prior to the cancellation, suspension, termination or non-renewal of any of the Insurances.
- 6.2 The Supplier shall ensure that nothing is done which would entitle the relevant insurer to cancel, rescind or suspend any insurance or cover, or to treat any insurance, cover or claim as voided in whole or part. The Supplier shall use all reasonable endeavours to notify the Buyer (subject to third party confidentiality

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obligations) as soon as practicable when it becomes aware of any relevant fact, circumstance or matter which has caused, or is reasonably likely to provide grounds to, the relevant insurer to give notice to cancel, rescind, suspend or void any insurance, or any cover or claim under any insurance in whole or in part.

7. Insurance claims

- 7.1 The Supplier shall promptly notify to insurers any matter arising from, or in relation to, the Deliverables, or the Contract for which it may be entitled to claim under any of the Insurances. In the event that the Buyer receives a claim relating to or arising out of the Contract or the Deliverables, the Supplier shall co-operate with the Buyer and assist it in dealing with such claims including without limitation providing information and documentation in a timely manner.
- 7.2 Except where the Buyer is the claimant party, the Supplier shall give the Buyer notice within twenty (20) Working Days after any insurance claim in excess of £50,000 relating to or arising out of the provision of the Deliverables or this Contract on any of the Insurances or which, but for the application of the applicable policy excess, would be made on any of the Insurances and (if required by the Buyer) full details of the incident giving rise to the claim.
- 7.3 Where any Insurance requires payment of a premium, the Supplier shall be liable for and shall promptly pay such premium.
- 7.4 Where any Insurance is subject to an excess or deductible below which the indemnity from insurers is excluded, the Supplier shall be liable for such excess or deductible. The Supplier shall not be entitled to recover from the Buyer any sum paid by way of excess or deductible under the Insurances whether under the terms of this Contract or otherwise.

Section B – REQUIRED INSURANCES**PART A: THIRD PARTY PUBLIC AND PRODUCTS LIABILITY INSURANCE****1 Insured**

1.1 The Supplier

2 Interest

2.1 To indemnify the Insured in respect of all sums which the Insured shall become legally liable to pay as damages, including claimant's costs and expenses, in respect of accidental:

(a) death or bodily injury to or sickness, illness or disease contracted by any person; and

(b) loss of or damage to physical property;

happening during the period of insurance (as specified in Clause 4 of this Annex) and arising out of or in connection with the provision of the Deliverables and in connection with this Contract.

3 Limit of indemnity

3.1 Not less than **£1m** in respect of any one occurrence, the number of occurrences being unlimited in any annual policy period, but **£5m** in the aggregate per annum in respect of products and pollution liability (to the extent insured by the relevant policy).

4 Period of insurance

4.1 From the date of this Contract for the period of the Contract and renewable on an annual basis unless agreed otherwise by the Buyer in writing.

5 Cover features and extensions

5.1 Indemnity to principals clause under which the Buyer shall be indemnified in respect of claims made against the Buyer in respect of death or bodily injury or third party property damage arising out of or in connection with the Contract and for which the Supplier is legally liable.

6 Principal exclusions

- 6.1 War and related perils.
- 6.2 Nuclear and radioactive risks.
- 6.3 Liability for death, illness, disease or bodily injury sustained by employees of the Insured arising out of the course of their employment.
- 6.4 Liability arising out of the use of mechanically propelled vehicles whilst required to be compulsorily insured by applicable Law in respect of such vehicles.
- 6.5 Liability in respect of predetermined penalties or liquidated damages imposed under any contract entered into by the Insured.
- 6.6 Liability arising out of technical or professional advice other than in respect of death or bodily injury to persons or damage to third party property.
- 6.7 Liability arising from the ownership, possession or use of any aircraft or marine vessel.
- 6.8 Liability arising from seepage and pollution unless caused by a sudden, unintended, unexpected and accidental occurrence.

7 Maximum deductible threshold

- 7.1 Not to exceed £5,000,000 for each and every third party property damage claim (personal injury claims to be paid in full).

PART B: UNITED KINGDOM COMPULSORY INSURANCES

The Supplier shall meet its insurance obligations under applicable Law in full, including, United Kingdom employers' liability insurance and motor third party liability insurance.

The Supplier shall effect and maintain in force with a reputable insurance company employer's liability and public liability insurances for the sum of £5,000,000 for any one claim, for professional indemnity insurances for the sum of £5,000,000 for any one claim and insurance to cover the liability of the Supplier under the Contract. Such insurances shall be maintained for the Term and for a minimum of 6 years following the end of the Term.

PART C: ADDITIONAL INSURANCES

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Product Liability Insurance	£1m
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XII. Annex 10 – Staff Transfer on Exit**1. Definitions**

- 1.1 In this Annex, the following words have the following meanings and they shall supplement the definitions used in this Contract:

"Employee Liability"	all claims, actions, proceedings, orders, demands, complaints, investigations (save for any claims for personal injury which are covered by insurance) and any award, compensation, damages, tribunal awards, fine, loss, order, penalty, disbursement, payment made by way of settlement and costs, expenses and legal costs reasonably incurred in connection with a claim or investigation including in relation to the following:
	(a) redundancy payments including contractual or enhanced redundancy costs, termination costs and notice payments;
	(b) unfair, wrongful or constructive dismissal compensation;
	(c) compensation for discrimination on grounds of sex, race, disability, age, religion or belief, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation or claims for equal pay;
	(d) compensation for less favourable treatment of part-time workers or fixed term employees;

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- (e) outstanding debts and unlawful deduction of wages including any PAYE and National Insurance Contributions in relation to payments made by the Buyer or the Replacement Supplier to a Transferring Supplier Employee which would have been payable by the Supplier or the Subcontractor if such payment should have been made prior to the Service Transfer Date and also including any payments arising in respect of pensions;
- (f) claims whether in tort, contract or statute or otherwise;

any investigation by the Equality and Human Rights Commission or other enforcement, regulatory or supervisory body and of implementing any requirements which may arise from such investigation;

“Fair Deal Employees”

as defined in Part D of Schedule 7 (Staff Transfer) of the Mid-Tier Contract;

"Former Supplier"

a supplier supplying the Services to the Buyer before the Relevant Transfer Date that are the same as or substantially similar to the Services (or any part of the Services) and shall include any subcontractor of such supplier (or any subcontractor of any such subcontractor);

“New Fair Deal”

the revised Fair Deal position set out in the HM Treasury guidance: *“Fair Deal for staff pensions”*:

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staff transfer from central government” issued in October 2013 including:

- (a) any amendments to that document immediately prior to the Relevant Transfer Date;
- (b) any similar pension protection in accordance with the relevant Annexes D1-D3 inclusive to Part D of Schedule 7 (Staff Transfer) of the Mid-Tier Contract as notified to the Supplier by the Buyer;

**“Notified
Subcontractor”**

a Subcontractor identified in the Annex to this Schedule to whom Transferring Buyer Employees and/or Transferring Former Supplier Employees will transfer on a Relevant Transfer Date;

“Old Fair Deal”

HM Treasury Guidance *“Staff Transfers from Central Government: A Fair Deal for Staff Pensions”* issued in June 1999 including the supplementary guidance *“Fair Deal for Staff pensions: Procurement of Bulk Transfer Agreements and Related Issues”* issued in June 2004;

**"Partial
Termination"**

the partial termination of the relevant Contract to the extent that it relates to the provision of any part of the Services

**“Replacement
Subcontractor”**

a subcontractor of the Replacement Supplier to whom Transferring Supplier Employees will transfer on a Service Transfer Date (or any subcontractor of any such subcontractor);

"Relevant Transfer"

a transfer of employment to which the Employment Regulations applies;

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"Relevant Transfer Date"	in relation to a Relevant Transfer, the date upon which the Relevant Transfer takes place;
"Service Transfer"	any transfer of the Services (or any part of the Services), for whatever reason, from the Supplier or any Subcontractor to a Replacement Supplier or a Replacement Subcontractor;
"Service Transfer Date"	the date of a Service Transfer or, if more than one, the date of the relevant Service Transfer as the context requires;
"Staffing Information"	in relation to all persons identified on the Supplier's Provisional Supplier Staff List or Supplier's Final Supplier Staff List, as the case may be, , all information required in 0 (<i>Table of Staffing Information</i>) in the format specified and with the identities of Data Subjects anonymised where possible. The Buyer may acting reasonably make changes to the format or information requested in 0 from time to time.
"Statutory Schemes"	means the CSPS, NHSPS or LGPS as defined in the Annexes to Part D of Schedule 7 (Staff Transfer) of the Mid-Tier Contract;
"Supplier's Final Supplier Staff List"	a list provided by the Supplier of all Supplier Staff whose will transfer under the Employment Regulations on the Service Transfer Date;

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"Supplier's Provisional Supplier Staff List"	a list prepared and updated by the Supplier of all Supplier Staff who are at the date of the list wholly or mainly engaged in or assigned to the provision of the Services or any relevant part of the Services which it is envisaged as at the date of such list will no longer be provided by the Supplier;
"Transferring Buyer Employees"	those employees of the Buyer to whom the Employment Regulations will apply on the Relevant Transfer Date; and
"Transferring Former Supplier Employees"	in relation to a Former Supplier, those employees of the Former Supplier to whom the Employment Regulations will apply on the Relevant Transfer Date.
"Transferring Supplier Employees"	those employees of the Supplier and/or the Supplier's Subcontractors to whom the Employment Regulations will apply on the Relevant Transfer Date.

1. Obligations before a Staff Transfer

- 1.1 The Supplier agrees that within 20 Working Days of the earliest of:
- 1.1.1 receipt of a notification from the Buyer of a Service Transfer or intended Service Transfer;
 - 1.1.2 receipt of the giving of notice of early termination or any Partial Termination of the relevant Contract;
 - 1.1.3 the date which is 12 Months before the end of the Term; and

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- 1.1.4 receipt of a written request of the Buyer at any time (provided that the Buyer shall only be entitled to make one such request in any 6 Month period),
- it shall provide in a suitably anonymised format so as to comply with the Data Protection Legislation, the Supplier's Provisional Supplier Staff List, together with the Staffing Information in relation to the Supplier's Provisional Supplier Staff List and it shall provide an updated Supplier's Provisional Supplier Staff List at such intervals as are reasonably requested by the Buyer.
- 1.2 At least 20 Working Days prior to the Service Transfer Date, the Supplier shall provide to the Buyer or at the direction of the Buyer to any Replacement Supplier and/or any Replacement Subcontractor
- 1.2.1 the Supplier's Final Supplier Staff List, which shall identify the basis upon which they are Transferring Supplier Employees and
- 1.2.2 the Staffing Information in relation to the Supplier's Final Supplier Staff List (insofar as such information has not previously been provided).
- 1.3 The Buyer shall be permitted to use and disclose information provided by the Supplier under Clauses 1.1 and 1.2 for the purpose of informing any prospective Replacement Supplier and/or Replacement Subcontractor.
- 1.4 The Supplier warrants, for the benefit of the Buyer, any Replacement Supplier, and any Replacement Subcontractor that all information provided pursuant to Clauses 1.1 and 1.2 shall be true and accurate in all material respects at the time of providing the information.
- 1.5 From the date of the earliest event referred to in clauses 1.1.1, 1.1.2 and 1.1.3, the Supplier agrees that it shall not assign any person to the provision of the Services who is not listed on the Supplier's Provisional Supplier Staff List and shall, unless otherwise instructed by the Buyer (acting reasonably):
- 1.5.1 not replace or re-deploy any Supplier Staff listed on the Supplier Provisional Supplier Staff List other than where any replacement is of equivalent grade, skills, experience and expertise and is employed on the same terms and conditions of employment as the person he/she replaces
- 1.5.2 not make, promise, propose, permit or implement any material changes to the terms and conditions of (i) employment and/or (ii) pensions, retirement and death benefits (including not to make pensionable any category of earnings which were not previously pensionable or reduce the pension

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contributions payable) of the Supplier Staff (including any payments connected with the termination of employment);

- 1.5.3 not increase the proportion of working time spent on the Services (or the relevant part of the Services) by any of the Supplier Staff save for fulfilling assignments and projects previously scheduled and agreed;
- 1.5.4 not introduce any new contractual or customary practice concerning the making of any lump sum payment on the termination of employment of any employees listed on the Supplier's Provisional Supplier Staff List;
- 1.5.5 not increase or reduce the total number of employees so engaged, or deploy any other person to perform the Services (or the relevant part of the Services);
- 1.5.6 not terminate or give notice to terminate the employment or contracts of any persons on the Supplier's Provisional Supplier Staff List save by due disciplinary process;
- 1.5.7 not dissuade or discourage any employees engaged in the provision of the Services from transferring their employment to the Buyer and/or the Replacement Supplier and/or Replacement Subcontractor;
- 1.5.8 give the Buyer and/or the Replacement Supplier and/or Replacement Subcontractor reasonable access to Supplier Staff and/or their consultation representatives to inform them of the intended transfer and consult any measures envisaged by the Buyer, Replacement Supplier and/or Replacement Subcontractor in respect of persons expected to be Transferring Supplier Employees;
- 1.5.9 co-operate with the Buyer and the Replacement Supplier to ensure an effective consultation process and smooth transfer in respect of Transferring Supplier Employees in line with good employee relations and the effective continuity of the Services, and to allow for participation in any pension arrangements to be put in place to comply with New Fair Deal;
- 1.5.10 promptly notify the Buyer or, at the direction of the Buyer, any Replacement Supplier and any Replacement Subcontractor of any notice to terminate employment given by the Supplier or received from any persons listed on the Supplier's Provisional Supplier Staff List regardless of when such notice takes effect;
- 1.5.11 not for a period of 12 Months from the Service Transfer Date re-employ or re-engage or entice any employees, suppliers or Subcontractors whose employment or engagement is transferred to the Buyer and/or the

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Replacement Supplier (unless otherwise instructed by the Buyer (acting reasonably));

- 1.5.12 not to adversely affect pension rights accrued by all and any Fair Deal Employees in the period ending on the Service Transfer Date;
 - 1.5.13 fully fund any Broadly Comparable pension schemes set up by the Supplier;
 - 1.5.14 maintain such documents and information as will be reasonably required to manage the pension aspects of any onward transfer of any person engaged or employed by the Supplier or any Subcontractor in the provision of the Services on the expiry or termination of this Contract (including identification of the Fair Deal Employees);
 - 1.5.15 promptly provide to the Buyer all information which the Buyer may reasonably request concerning matters referred to in this Annex as expeditiously as possible which the Buyer may reasonably request in advance of the expiry or termination of this Contract; and
 - 1.5.16 fully co-operate (and procure that the trustees of any Broadly Comparable pension scheme shall fully co-operate) with the reasonable requests of the Supplier relating to any administrative tasks necessary to deal with the pension aspects of any onward transfer of any person engaged or employed by the Supplier or any Subcontractor in the provision of the Services on the expiry or termination of this Contract.
- 1.6 On or around each anniversary of the Start Date and up to four times during the last 12 Months of the Term, the Buyer may make written requests to the Supplier for information relating to the manner in which the Services are organised. Within 20 Working Days of receipt of a written request the Supplier shall provide such information as the Buyer may reasonably require which shall include:
- 1.6.1 the numbers of employees engaged in providing the Services;
 - 1.6.2 the percentage of time spent by each employee engaged in providing the Services;
 - 1.6.3 the extent to which each employee qualifies for membership of any of the Fair Deal Schemes; and
 - 1.6.4 a description of the nature of the work undertaken by each employee by location.
- 1.7 The Supplier shall provide all reasonable cooperation and assistance to the Buyer, any Replacement Supplier and/or any Replacement Subcontractor to ensure the

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

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

2. Staff Transfer when the contract ends

- 2.1 The Buyer and the Supplier acknowledge that subsequent to the commencement of the provision of the Services, the identity of the provider of the Services (or any part of the Services) may change (whether as a result of termination or Partial Termination of this Contract or otherwise) resulting in the Services being undertaken by a Replacement Supplier and/or a Replacement Subcontractor. Such change in the identity of the supplier of such services may constitute a Relevant Transfer to which the Employment Regulations will apply. The Buyer and the Supplier further agree that, as a result of the operation of the Employment Regulations, where a Relevant Transfer occurs, the contracts of employment between the Supplier and the Transferring Supplier Employees (except in relation to any contract terms disapplied through operation of regulation 10(2) of the Employment Regulations) will have effect on and from the Service Transfer Date as if originally made between the Replacement Supplier and/or a Replacement Subcontractor (as the case may be) and each such Transferring Supplier Employee
- 2.2 The Supplier shall, and shall procure that each Subcontractor shall, comply with all its obligations in respect of the Transferring Supplier Employees arising under the Employment Regulations in respect of the period up to (and including) the Service Transfer Date and shall perform and discharge, and procure that each Subcontractor shall perform and discharge, all its obligations in respect of all the Transferring Supplier Employees arising in respect of the period up to (and

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including) the Service Transfer Date (including the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions and all such sums due as a result of any Fair Deal Employees' participation in the Schemes which in any case are attributable in whole or in part to the period ending on (and including) the Service Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between: (i) the Supplier and/or the Subcontractor (as appropriate); and (ii) the Replacement Supplier and/or Replacement Subcontractor.

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

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

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

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

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

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

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

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- b) in relation to any employee who is not identified in the Supplier's Final Supplier Staff List, and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from the Supplier to the Buyer and/or Replacement Supplier and/or any Replacement Subcontractor, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising on or before the Service Transfer Date;
- 2.3.5 a failure of the Supplier or any Subcontractor to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Supplier Employees in respect of the period up to (and including) the Service Transfer Date);
- 2.3.6 any claim made by or in respect of any person employed or formerly employed by the Supplier or any Subcontractor other than a Transferring Supplier Employee identified in the Supplier's Final Supplier Staff List for whom it is alleged the Buyer and/or the Replacement Supplier and/or any Replacement Subcontractor may be liable by virtue of this Contract and/or the Employment Regulations; and
- 2.3.7 any claim made by or in respect of a Transferring Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Supplier Employee relating to any act or omission of the Supplier or any Subcontractor in relation to its obligations under regulation 13 of the Employment Regulations, except to the extent that the liability arises from the failure by the Buyer and/or Replacement Supplier to comply with regulation 13(4) of the Employment Regulations.
- 2.4 The indemnity in Clause 2.3 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Replacement Supplier and/or any Replacement Subcontractor whether occurring or having its origin before, on or after the Service Transfer Date, Including any Employee Liabilities
 - 2.4.1 arising out of the resignation of any Transferring Supplier Employee before the Service Transfer Date on account of substantial detrimental changes to his/her working conditions proposed by the Replacement Supplier and/or any Replacement Subcontractor to occur in the period on or after the Service Transfer Date); or
 - 2.4.2 arising from the Replacement Supplier's failure, and/or Replacement Subcontractor's failure, to comply with its obligations under the Employment Regulations.

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2.5 Subject to Clauses 2.6 and 2.7, if any employee of the Supplier who is not identified in the Supplier's Final Transferring Supplier Employee List claims, or it is determined in relation to any employees of the Supplier, that his/her contract of employment has been transferred from the Supplier to the Replacement Supplier and/or Replacement Subcontractor pursuant to the Employment Regulations then:

- 2.5.1 the Replacement Supplier and/or Replacement Subcontractor will, within 5 Working Days of becoming aware of that fact, notify the Buyer and the Supplier in writing;
- 2.5.2 the Supplier may offer employment to such person, or take such other steps as it considered appropriate to resolve the matter, within 15 Working Days of receipt of notice from the Replacement Supplier and/or Replacement Subcontractor or take such other reasonable steps as it considers appropriate to deal with the matter provided always that such steps are in compliance with Law;
- 2.5.3 if such offer of employment is accepted, or if the situation has otherwise been resolved by the Supplier or a Subcontractor, the Replacement Supplier and/or Replacement Subcontractor shall immediately release the person from its employment or alleged employment;
- 2.5.4 if after the period referred to in Clause 2.5.2 no such offer has been made, or such offer has been made but not accepted, or the situation has not otherwise been resolved, the Replacement Supplier and/or Replacement Subcontractor may within 5 Working Days give notice to terminate the employment of such person;

and subject to the Replacement Supplier's and/or Replacement Subcontractor's compliance with Clauses 2.5.1 to 2.5.4 the Supplier will indemnify the Replacement Supplier and/or Replacement Subcontractor against all Employee Liabilities arising out of the termination of the employment of any of the Supplier's employees referred to in Clause 2.5 provided that the Replacement Supplier takes, or shall procure that the Replacement Subcontractor takes, all reasonable steps to minimise any such Employee Liabilities.

2.6 The indemnity in Clause 2.5 shall not apply to:

- 2.6.1 any claim for:
 - a) discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief; or
 - b) equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees,

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arising as a result of any alleged act or omission of the Replacement Supplier and/or Replacement Subcontractor; or

- 2.6.2 any claim that the termination of employment was unfair because the Replacement Supplier and/or Replacement Subcontractor neglected to follow a fair dismissal procedure.
- 2.7 The indemnity in Clause 2.5 shall not apply to any termination of employment occurring later than 6 Months from the Service Transfer Date.
- 2.8 If at any point the Replacement Supplier and/or Replacement Subcontract accepts the employment of any such person as is described in Clause 2.5, such person shall be treated as a Transferring Supplier Employee and Clause 2.5 shall cease to apply to such person.
- 2.9 The Supplier shall comply, and shall procure that each Subcontractor shall comply, with all its obligations under the Employment Regulations and shall perform and discharge, and shall procure that each Subcontractor shall perform and discharge, all its obligations in respect of any person identified in the Supplier's Final Supplier Staff list before and on the Service Transfer Date (including the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions and such sums due as a result of any Fair Deal Employees' participation in the Schemes and any requirement to set up a broadly comparable pension scheme which in any case are attributable in whole or in part in respect of the period up to (and including) the Service Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between:
- 2.9.1 the Supplier and/or any Subcontractor; and
- 2.9.2 the Replacement Supplier and/or the Replacement Subcontractor.
- 2.10 The Supplier shall promptly provide the Buyer and any Replacement Supplier and/or Replacement Subcontractor, in writing such information as is necessary to enable the Buyer, the Replacement Supplier and/or Replacement Subcontractor to carry out their respective duties under regulation 13 of the Employment Regulations. The Buyer shall procure that the Replacement Supplier and/or Replacement Subcontractor, shall promptly provide to the Supplier and each Subcontractor in writing such information as is necessary to enable the Supplier and each Subcontractor to carry out their respective duties under regulation 13 of the Employment Regulations.
- 2.11 Subject to Clause 2.9, the Buyer shall procure that the Replacement Supplier indemnifies the Supplier on its own behalf and on behalf of any Replacement

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Subcontractor and its Subcontractors against any Employee Liabilities arising from or as a result of:

- 2.11.1 any act or omission, whether occurring before, on or after the Service Transfer Date, of the Replacement Supplier and/or Replacement Subcontractor in respect of any Transferring Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any such Transferring Supplier Employee.
- 2.11.2 the breach or non-observance by the Replacement Supplier and/or Replacement Subcontractor on or after the Service Transfer Date of:
 - a) any collective agreement applicable to the Transferring Supplier Employees identified in the Supplier's Final Supplier Staff List; and/or
 - b) any custom or practice in respect of any Transferring Supplier Employees identified in the Supplier's Final Supplier Staff List which the Replacement Supplier and/or Replacement Subcontractor is contractually bound to honour;
- 2.11.3 any claim by any trade union or other body or person representing any Transferring Supplier Employees identified in the Supplier's Final Supplier Staff List arising from or connected with any failure by the Replacement Supplier and/or Replacement Subcontractor to comply with any legal obligation to such trade union, body or person arising on or after the Service Transfer Date;
- 2.11.4 any proposal by the Replacement Supplier and/or Replacement Subcontractor to change the terms and conditions of employment or working conditions of any Transferring Supplier Employees identified in the Supplier's Final Supplier Staff List on or after their transfer to the Replacement Supplier or Replacement Subcontractor (as the case may be) on the Service Transfer Date, or to change the terms and conditions of employment or working conditions of any person identified in the Supplier's Final Supplier Staff List who would have been a Transferring Supplier Employee but for their resignation (or decision to treat their employment as terminated under regulation 4(9) of the Employment Regulations) before the Service Transfer Date as a result of or for a reason connected to such proposed changes;
- 2.11.5 any statement communicated to or action undertaken by the Replacement Supplier or Replacement Subcontractor to, or in respect of, any Transferring Supplier Employee identified in the Supplier's Final Supplier Staff List on or before the Service Transfer Date regarding the Relevant

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Transfer which has not been agreed in advance with the Supplier in writing;

- 2.11.6 any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:
- a) in relation to any Transferring Supplier Employee identified in the Supplier's Final Supplier Staff List, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising after the Service Transfer Date; and
 - b) in relation to any employee who is not a Transferring Supplier Employee identified in the Supplier's Final Supplier Staff List, and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from the Supplier or Subcontractor, to the Replacement Supplier or Replacement Subcontractor to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising after the Service Transfer Date;
- 2.11.7 a failure of the Replacement Supplier or Replacement Subcontractor to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Supplier Employees identified in the Supplier's Final Supplier Staff List in respect of the period from (and including) the Service Transfer Date; and
- 2.11.8 any claim made by or in respect of a Transferring Supplier Employee identified in the Supplier's Final Supplier Staff List or any appropriate employee representative (as defined in the Employment Regulations) of any such Transferring Supplier Employee relating to any act or omission of the Replacement Supplier or Replacement Subcontractor in relation to obligations under regulation 13 of the Employment Regulations.
- 2.12 The indemnity in Clause 2.10 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Supplier and/or any Subcontractor (as applicable) whether occurring or having its origin before, on or after the Service Transfer Date, including any Employee Liabilities arising from the failure by the Supplier and/or any Subcontractor (as applicable) to comply with its obligations under the Employment Regulations, or to the extent the Employee Liabilities arise out of the termination of employment of any person who is not identified in the Supplier's Final Supplier Staff List in accordance with Clause 2.5 (and subject to the limitations set out in Clauses 2.6 and 2.7 above).

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ANNEX E1: LIST OF NOTIFIED SUBCONTRACTORS

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ANNEX E2: STAFFING INFORMATION

EMPLOYEE INFORMATION (ANONYMISED)

The Buyer will provide to the Supplier a template to collect information pertaining to employees performing the relevant services to help plan for a potential TUPE transfer.

XIII. Annex 11 – Exit Management**1. Definitions**

- 1.1 In this Annex, the following words shall have the following meanings and they shall supplement the other definitions in the Contract:

"Exclusive Assets"	Supplier Assets used exclusively by the Supplier or a Key Subcontractor in the provision of the Deliverables;
"Exit Information"	has the meaning given to it in Clause The Supplier shall, on reasonable notice, provide to the Buyer and/or its potential Replacement Suppliers (subject to the potential Replacement Suppliers entering into reasonable written confidentiality undertakings), such information (including any access) as the Buyer shall reasonably require in order to facilitate the preparation by the Buyer of any invitation to tender and/or to facilitate any potential Replacement Suppliers undertaking due diligence (the "Exit Information"). of this Schedule;
"Exit Manager"	the person appointed by each Party to manage their respective obligations under this Schedule;
"Net Book Value"	the current net book value of the relevant Supplier Asset(s) calculated in accordance with the Tender (if stated) or (if not stated) the depreciation policy of the Supplier (which the Supplier shall ensure is in accordance with Good Industry Practice);
"Non-Exclusive Assets"	those Supplier Assets used by the Supplier or a Key Subcontractor in connection with the Deliverables but which are also used by the Supplier or a Key Subcontractor for other purposes;
"Replacement Goods"	any goods which are substantially similar to any of the Goods and which the Buyer receives in substitution for any of the Goods following the End Date, whether those goods are provided by the Buyer internally and/or by any third party;
"Replacement Services"	any services which are substantially similar to any of the Services and which the Buyer receives in substitution for any of the Services following

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	the End Date, whether those goods are provided by the Buyer internally and/or by any third party;
"Transferable Assets"	Exclusive Assets which are capable of legal transfer to the Buyer;
"Transferable Contracts"	Sub-Contracts, licences for Supplier's Software, licences for Third Party Software or other agreements which are necessary to enable the Buyer or any Replacement Supplier to provide the Deliverables or the Replacement Goods and/or Replacement Services, including in relation to licences all relevant Documentation;
"Transferring Assets"	has the meaning given to it in Clause which, if any, of the Transferable Assets the Buyer requires to be transferred to the Buyer and/or the Replacement Supplier (" Transferring Assets "); of this Schedule;
"Transferring Contracts"	has the meaning given to it in Clause which, if any, of Transferable Contracts the Buyer requires to be assigned or novated to the Buyer and/or the Replacement Supplier (the " Transferring Contracts "). The Supplier shall provide all reasonable assistance required by the Buyer and/or its Replacement Supplier to enable it to determine which Transferable Assets and Transferable Contracts are required to provide the Deliverables or the Replacement Goods and/or Replacement Services. of this Schedule;
"Virtual Library"	the data repository hosted by the Supplier containing the accurate information about the Contract and the Deliverables in accordance with Clause During the Contract Term, the Supplier shall within 30 days from the Start Date (or such other period as is specified in the Award Form) create and maintain a Virtual Library containing of this Schedule.

2. Supplier must always be prepared for contract exit

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

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- 2.2 During the Contract Term, the Supplier shall within 30 days from the Start Date (or such other period as is specified in the Award Form) create and maintain a Virtual Library containing:
- 2.2.1 a detailed register of all Supplier Assets (including description, condition, location and details of ownership and status as either Exclusive Assets or Non-Exclusive Assets and Net Book Value) and Sub-contracts and other relevant agreements required in connection with the Deliverables; and
 - 2.2.2 a configuration database detailing the technical infrastructure, a schedule of the IPRs which the Buyer reasonably requires to benefit from the Deliverables (including who is the owner of such IPRs, the contact details of the owner and whether or not such IPRs are held in escrow), any plans required to be delivered by the Supplier pursuant to Clause 41 (Disaster Recovery and Business Continuity).
 - 2.2.3 and the Supplier shall ensure the Virtual Library is structured and maintained in accordance with open standards and the security requirements set out in this Contract and is readily accessible by the Buyer at all times. All information contained in the Virtual Library should be maintained and kept up to date in accordance with the time period set out in the Award Form.
- 2.3 Where Annex 10 (Staff Transfer) applies to this Contract, the Supplier shall add to the Virtual Library a list of Supplier Staff and Staffing Information (as that term is defined in Annex 10 (Staff Transfer)) in connection with the Deliverables in accordance with the timescales set out in Clauses 1.1, 1.2 of Part E of Annex 10 (Staff Transfer).
- 2.4 The Supplier shall:
- 2.4.1 ensure that all Exclusive Assets listed in the Virtual Library are clearly physically identified as such; and
 - 2.4.2 procure that all licences for Third Party Software and all Sub-Contracts shall be assignable and/or capable of novation (at no cost or restriction to the Buyer) at the request of the Buyer to the Buyer (and/or its nominee) and/or any Replacement Supplier upon the Supplier ceasing to provide the Deliverables (or part of them) and if the Supplier is unable to do so then the Supplier shall promptly notify the Buyer and the Buyer may require the Supplier to procure an alternative Subcontractor or provider of Deliverables.
- 2.5 Each Party shall appoint an Exit Manager within three (3) Months of the Start Date. The Parties' Exit Managers will liaise with one another in relation to all issues relevant to the expiry or termination of this Contract.

3. Assisting re-competition for Deliverables

- 3.1 The Supplier shall, on reasonable notice, provide to the Buyer and/or its potential Replacement Suppliers (subject to the potential Replacement Suppliers entering into reasonable written confidentiality undertakings), such information (including any access) as the Buyer shall reasonably require in order to facilitate the preparation by the Buyer of any invitation to tender and/or to facilitate any potential Replacement Suppliers undertaking due diligence (the "**Exit Information**").
- 3.2 The Supplier acknowledges that the Buyer may disclose the Supplier's Confidential Information (excluding the Supplier's or its Subcontractors' prices or costs) to an actual or prospective Replacement Supplier to the extent that such disclosure is necessary in connection with such engagement.
- 3.3 The Supplier shall provide complete updates of the Exit Information on an as-requested basis as soon as reasonably practicable and notify the Buyer within five (5) Working Days of any material change to the Exit Information which may adversely impact upon the provision of any Deliverables (and shall consult the Buyer in relation to any such changes).
- 3.4 The Exit Information shall be accurate and complete in all material respects and shall be sufficient to enable a third party to prepare an informed offer for those Deliverables; and not be disadvantaged in any procurement process compared to the Supplier.

4. Exit Plan

- 4.1 The Supplier shall, within three (3) Months after the Start Date, deliver to the Buyer a plan which complies with the requirements set out in Clause 4.3 of this Annex 11 and is otherwise reasonably satisfactory to the Buyer (the "**Exit Plan**").
- 4.2 The Parties shall use reasonable endeavours to agree the contents of the Exit Plan. If the Parties are unable to agree the contents of the Exit Plan within twenty (20) Working Days of the latest date for its submission pursuant to Clause 4.1 of this Annex 11, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.

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4.3 The Exit Plan shall set out, as a minimum:

- 4.3.1 how the Exit Information is obtained;
- 4.3.2 a mechanism for dealing with partial termination on the assumption that the Supplier will continue to provide the remaining Deliverables under this Contract;
- 4.3.3 a detailed description of both the transfer and cessation processes, including a timetable;
- 4.3.4 how the Deliverables will transfer to the Replacement Supplier and/or the Buyer;
- 4.3.5 details of any contracts which will be available for transfer to the Buyer and/or the Replacement Supplier upon the Expiry Date together with any reasonable costs required to effect such transfer;
- 4.3.6 proposals for the training of key members of the Replacement Supplier's staff in connection with the continuation of the provision of the Deliverables following the Expiry Date;
- 4.3.7 proposals for providing the Buyer or a Replacement Supplier copies of all documentation relating to the use and operation of the Deliverables and required for their continued use;
- 4.3.8 proposals for the assignment or novation of all services utilised by the Supplier in connection with the supply of the Deliverables;
- 4.3.9 proposals for the identification and return of all Buyer Property in the possession of and/or control of the Supplier or any third party;
- 4.3.10 proposals for the disposal of any redundant Deliverables and materials;
- 4.3.11 any other information or assistance reasonably required by the Buyer or a Replacement Supplier.

4.4 The Supplier shall:

- 4.4.1 maintain and update the Exit Plan (and risk management plan) no less frequently than:
 - a) every six (6) month throughout the Contract Period;
 - b) no later than twenty (20) Working Days after a request from the Buyer for an up-to-date copy of the Exit Plan;

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- c) as soon as reasonably possible following, and in any event no later than twenty (20) Working Days following, any material change to the Deliverables (including all changes under the variation procedure); and
- 4.4.2 jointly review and verify the Exit Plan if required by the Buyer and promptly correct any identified failures.
- 4.5 Only if (by notification to the Supplier in writing) the Buyer agrees with a draft Exit Plan provided by the Supplier shall that draft become the Exit Plan for this Contract.
- 4.6 A version of an Exit Plan agreed between the parties shall not be superseded by any draft submitted by the Supplier.

5. Obligations when the contract is terminated

- 5.1 The Supplier shall comply with all of its obligations contained in the Exit Plan.
- 5.2 Upon termination or expiry the Supplier shall:
 - 5.2.1 cease to use the Government Data;
 - 5.2.2 vacate any Buyer Premises;
 - 5.2.3 remove the Supplier Equipment together with any other materials used by the Supplier to supply the Deliverables and shall leave the Sites in a clean, safe and tidy condition. The Supplier is solely responsible for making good any damage to the Sites or any objects contained thereon, other than fair wear and tear, which is caused by the Supplier;
 - 5.2.4 provide access during normal working hours to the Buyer and/or the Replacement Supplier for up to twelve (12) Months after expiry or termination to:
 - a) such information relating to the Deliverables as remains in the possession or control of the Supplier; and
 - b) such members of the Supplier Staff as have been involved in the design, development and provision of the Deliverables and who are still employed by the Supplier, provided that the Buyer and/or the Replacement Supplier shall pay the reasonable costs of the Supplier actually incurred in responding to such requests for access.
- 5.3 Upon partial termination, termination or expiry (as the case may be), each Party shall return to the other Party (or if requested, destroy or delete) all Confidential

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Information of the other Party in respect of the terminated Services and shall certify that it does not retain the other Party's Confidential Information save to the extent (and for the limited period) that such information needs to be retained by the Party in question for the purposes of providing or receiving any Services for statutory compliance purposes.

- 5.4 Except where this Contract provides otherwise, all licences, leases and authorisations granted by the Buyer to the Supplier in relation to the Deliverables shall be terminated with effect from the Expiry Date or Termination Date.

6. Assets, Sub-contracts and Software

- 6.1 Following notice of termination of this Contract the Supplier shall not, without the Buyer's prior written consent:
- 6.1.1 terminate, enter into or vary any Sub-contract or licence for any software in connection with the Deliverables; or
 - 6.1.2 (subject to normal maintenance requirements) make material modifications to, or dispose of, any existing Supplier Assets or acquire any new Supplier Assets.
- 6.2 Within twenty (20) Working Days of receipt of the up-to-date contents of the Virtual Library provided by the Supplier, the Buyer shall notify the Supplier setting out:
- 6.2.1 which, if any, of the Transferable Assets the Buyer requires to be transferred to the Buyer and/or the Replacement Supplier ("**Transferring Assets**");
 - 6.2.2 which, if any, of:
 - a) the Exclusive Assets that are not Transferable Assets; and
 - b) the Non-Exclusive Assets,the Buyer and/or the Replacement Supplier requires the continued use of; and
 - 6.2.3 which, if any, of Transferable Contracts the Buyer requires to be assigned or novated to the Buyer and/or the Replacement Supplier (the "**Transferring Contracts**"). The Supplier shall provide all reasonable assistance required by the Buyer and/or its Replacement Supplier to enable it to determine which Transferable Assets and Transferable Contracts are required to provide the Deliverables or the Replacement Goods and/or Replacement Services. Where requested by the Supplier, the Buyer and/or its Replacement Supplier shall discuss in good faith with

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the Supplier which Transferable Contracts are used by the Supplier in matters unconnected to the Services or Replacement Services.

- 6.3 Risk in the Transferring Assets shall pass to the Buyer or the Replacement Supplier (as appropriate) at the end of Term and title shall pass on payment for them.
- 6.4 Where the Buyer and/or the Replacement Supplier requires continued use of any Exclusive Assets that are not Transferable Assets or any Non-Exclusive Assets, the Supplier shall as soon as reasonably practicable:
- 6.4.1 procure a non-exclusive, perpetual, royalty-free licence for the Buyer and/or the Replacement Supplier to use such assets (with a right of sub-licence or assignment on the same terms); or failing which
- 6.4.2 procure a suitable alternative to such assets, the Buyer or the Replacement Supplier to bear the reasonable proven costs of procuring the same.
- 6.5 The Supplier shall as soon as reasonably practicable assign or procure the novation of the Transferring Contracts to the Buyer and/or the Replacement Supplier. The Supplier shall execute such documents and provide such other assistance as the Buyer reasonably requires to effect this novation or assignment.
- 6.6 The Buyer shall:
- 6.6.1 accept assignments from the Supplier or join with the Supplier in procuring a novation of each Transferring Contract; and
- 6.6.2 once a Transferring Contract is novated or assigned to the Buyer and/or the Replacement Supplier, discharge all the obligations and liabilities created by or arising under that Transferring Contract and exercise its rights arising under that Transferring Contract, or as applicable, procure that the Replacement Supplier does the same.
- 6.7 The Supplier shall hold any Transferring Contracts on trust for the Buyer until the transfer of the relevant Transferring Contract to the Buyer and/or the Replacement Supplier has taken place.
- 6.8 The Supplier shall indemnify the Buyer (and/or the Replacement Supplier, as applicable) against each loss, liability and cost arising out of any claims made by a counterparty to a Transferring Contract which is assigned or novated to the Buyer (and/or Replacement Supplier) pursuant to Clause The Supplier shall as soon as reasonably practicable assign or procure the novation of the Transferring Contracts to the Buyer and/or the Replacement Supplier. The Supplier shall execute such documents and provide such other assistance as the Buyer reasonably requires to effect this novation or assignment. in relation to any matters arising prior to the date

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of assignment or novation of such Transferring Contract. Clause 20 (Other people's rights in this contract) shall not apply to this Clause 8 which is intended to be enforceable by third party beneficiaries by virtue of the CRTPA.

7. No charges

- 7.1 Unless otherwise stated, the Buyer shall not be obliged to pay for costs incurred by the Supplier in relation to its compliance with this Schedule.

8. Dividing the bills

- 8.1 All outgoings, expenses, rents, royalties and other periodical payments receivable in respect of the Transferring Assets and Transferring Contracts shall be apportioned between the Buyer and/or the Replacement and the Supplier as follows:
- 8.1.1 the amounts shall be annualised and divided by 365 to reach a daily rate;
 - 8.1.2 the Buyer or Replacement Supplier (as applicable) shall be responsible for or entitled to (as the case may be) that part of the value of the invoice pro rata to the number of complete days following the transfer, multiplied by the daily rate; and
 - 8.1.3 the Supplier shall be responsible for or entitled to (as the case may be) the rest of the invoice.

XIV. Annex 12 - Supply Chain Information Report template

	Contract Year 20[]			
	Under this Contract		Supplier as a whole	
	£	%	£	%
Estimated total contract revenue (£) to be received in this Contract Year	£[]	100%	£[]	100%
Total value of Sub-contracted revenues (£) in this Contract Year	£[]	[]	£[]	[]
Total value of Sub-contracted revenues to SMEs (£) in this Contract Year	£[]	[]	£[]	[]
Total value of Sub-contracted revenues to VCSEs (£) in this Contract Year	£[]	[]	£[]	[]

XV. Annex 13 – Cyber Essentials Scheme

1. Definitions

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

"Cyber Essentials Scheme"	the Cyber Essentials Scheme developed by the Government which provides a clear statement of the basic controls all organisations should implement to mitigate the risk from common internet based threats (as may be amended from time to time). Details of the Cyber Essentials Scheme can be found at: https://www.gov.uk/government/publications/cyber-essentials-scheme-overview
"Cyber Essentials Basic Certificate"	the certificate awarded on the basis of self-assessment, verified by an independent certification body, under the Cyber Essentials Scheme and is the basic level of assurance;
"Cyber Essentials Certificate"	Cyber Essentials Basic Certificate or the Cyber Essentials Plus Certificate to be provided by the Supplier as set out in the Award Form
"Cyber Essential Scheme Data"	sensitive and personal information and other relevant information as referred to in the Cyber Essentials Scheme
"Cyber Essentials Plus Certificate"	the certification awarded on the basis of external testing by an independent certification body of the Supplier's cyber security approach under the

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Cyber Essentials Scheme and is a more advanced level of assurance.

2. What Certification do you need

- 2.1 The Supplier shall provide a valid Cyber Essentials Certificate to the Buyer. Where the Supplier fails to comply with this Clause 2.1 it shall be prohibited from commencing the provision of Deliverables under the Contract until such time as the Supplier has evidenced to the Buyer its compliance with this Clause 2.1.
- 2.2 Where the Supplier continues to Process Cyber Essentials Scheme Data during the Contract Period of the Contract the Supplier shall deliver to the Buyer evidence of renewal of the Cyber Essentials Certificate on each anniversary of the first applicable certificate obtained by the Supplier under Clause 2.1.
- 2.3 Where the Supplier is due to Process Cyber Essentials Scheme Data after the Start date of the Contract but before the end of the Contract Period, the Supplier shall deliver to the Buyer evidence of:
 - 2.3.1 a valid and current Cyber Essentials Certificate before the Supplier Processes any such Cyber Essentials Scheme Data; and
 - 2.3.2 renewal of the valid Cyber Essentials Certificate on each anniversary of the first Cyber Essentials Scheme certificate obtained by the Supplier under Clause 2.1.
- 2.4 In the event that the Supplier fails to comply with Clauses 2.2 or 2.3 (as applicable), the Buyer reserves the right to terminate this Contract for material Default.
- 2.5 The Supplier shall ensure that all Sub-Contracts with Subcontractors who Process Cyber Essentials Data contain provisions no less onerous on the Subcontractors than those imposed on the Supplier under this Contract in respect of the Cyber Essentials Scheme under Clause 2.1 of this Schedule.
- 2.6 This Schedule shall survive termination or expiry of this Contract.

XVI. Annex 14 – Variation Form

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This form is to be used in order to change a contract in accordance with Clause 26 (Changing the Contract).

Contract Details	
This variation is between:	[Buyer] ("the Buyer") And [insert name of Supplier] ("the Supplier")
Contract name:	[insert name of contract to be changed] ("the Contract")
Contract reference number:	[insert contract reference number]
Details of Proposed Variation	
Variation initiated by:	[delete] as applicable: Buyer/Supplier]
Variation number:	[insert variation number]
Date variation is raised:	[insert date]
Proposed variation	
Reason for the variation:	[insert reason]
An Impact Assessment shall be provided within:	[insert number] days
Impact of Variation	
Likely impact of the proposed variation:	[Supplier to insert] assessment of impact]
Outcome of Variation	

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Contract variation:	This Contract detailed above is varied as follows: <ul style="list-style-type: none"> • [Buyer to insert] original Clauses or Paragraphs to be varied and the changed clause] 	
Financial variation:	Original Contract Value:	£ [insert] amount]
	Additional cost due to variation:	£ [insert] amount]
	New Contract value:	£ [insert] amount]

1. This Variation must be agreed and signed by both Parties to the Contract and shall only be effective from the date it is signed by the Buyer.
2. Words and expressions in this Variation shall have the meanings given to them in the Contract.
3. The Contract, including any previous Variations, shall remain effective and unaltered except as amended by this Variation.

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

Signature

Date

Name (in Capitals)

Address

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

Signature

Date

Name (in Capitals)

Address

XVII. Short form Terms (“Conditions”)

1. Definitions used in the Contract

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

“ Affiliates ”	in relation to a body corporate, any other entity which directly or indirectly Controls (in either of the senses defined in sections 450 and 1124 of the Corporation Tax Act 2010 and “ Controlled ” shall be construed accordingly), is Controlled by, or is under direct or indirect common Control of that body corporate from time to time;
“ Audit ”	<p>the Buyer’s right to:</p> <ul style="list-style-type: none"> (a) verify the accuracy of the Charges and any other amounts payable by the Buyer under the Contract (including proposed or actual variations to them in accordance with the Contract); (b) verify the costs of the Supplier (including the costs of all Subcontractors and any third party suppliers) in connection with the provision of the Deliverables; (c) verify the Supplier’s and each Subcontractor’s compliance with the applicable Law; (d) identify or investigate actual or suspected breach of clauses 4 to 35, impropriety or accounting mistakes or any breach or threatened breach of security and in these circumstances the Buyer shall have no obligation to inform the Supplier of the purpose or objective of its investigations; (e) identify or investigate any circumstances which may impact upon the financial stability of the Supplier and/or any Subcontractors or their ability to provide the Deliverables; (f) obtain such information as is necessary to fulfil the Buyer’s obligations to supply information for parliamentary, ministerial, judicial or administrative purposes including the supply of information to the Comptroller and Auditor General; (g) review any books of account and the internal contract management accounts kept by the Supplier in connection with the Contract;

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	<p>(h) carry out the Buyer's internal and statutory audits and to prepare, examine and/or certify the Buyer's annual and interim reports and accounts;</p> <p>(i) enable the National Audit Office 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 Buyer has used its resources;</p>
"Buyer"	the person named as Buyer in the Order Form. Where the Buyer is a Crown Body the Supplier shall be treated as contracting with the Crown as a whole;
"Buyer Cause"	any breach of the obligations of the Buyer or any other default, act, omission, negligence or statement of the Buyer, of its employees, servants, agents in connection with or in relation to the subject-matter of the Contract and in respect of which the Buyer is liable to the Supplier;
"Central Government Body"	<p>a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics:</p> <p>(a) Government Department;</p> <p>(b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal);</p> <p>(c) Non-Ministerial Department; or</p> <p>(d) Executive Agency;</p>
"Charges"	the charges for the Deliverables as specified in the Order Form;
"Claim"	any claim which it appears that the Buyer is, or may become, entitled to indemnification under this Contract;
"Compliance Officer"	the person(s) appointed by the Supplier who is responsible for ensuring that the Supplier complies with its legal obligations;
"Conditions"	means these short form terms and conditions of contract;
"Confidential Information"	all information, whether written or oral (however recorded), provided by the disclosing Party to the receiving Party and which (i) is known by the receiving Party to be confidential; (ii) is marked as or stated to be confidential; or (iii) ought reasonably to be considered by the receiving Party to be

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	confidential;
"Conflict of Interest"	a conflict between the financial or personal duties of the Supplier or the Supplier Staff and the duties owed to the Buyer under the Contract, in the reasonable opinion of the Buyer;
"Contract"	the contract between (i) the Buyer and (ii) the Supplier which is created by the Supplier's counter signing the Order Form and includes the cover letter (if used), Order Form, these Conditions and the Annexes;
"Controller"	has the meaning given to it in the UK GDPR or the EU GDPR as the context requires;
"Crown Body"	the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Government and the National Assembly for Wales), including, but not limited to, government ministers and government departments and particular bodies, persons, commissions or agencies from time to time carrying out functions on its behalf;
"Data Loss Event"	any event that results, or may result, in unauthorised access to Personal Data held by the Processor under this Contract, and/or actual or potential loss and/or destruction of Personal Data in breach of this Contract, including any Personal Data Breach;
"Data Protection Impact Assessment"	an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data;
"Data Protection Legislation"	(a) the UK GDPR, (b) the DPA 2018; (c) all applicable Law about the processing of personal data and privacy and guidance issued by the Information Commissioner and other regulatory authority; and (d) (to the extent that it applies) the EU GDPR (and in the event of conflict, the UK GDPR shall apply);
"Data Protection Liability Cap"	has the meaning given to it in row 13 of the Order Form;
"Data Protection Officer"	has the meaning given to it in the UK GDPR or the EU GDPR as the context requires;
"Data Subject"	has the meaning given to it in the UK GDPR or the EU GDPR as the context requires;
"Data Subject Access Request"	a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data

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	Protection Legislation to access their Personal Data;
"Date of Delivery"	that date by which the Deliverables must be Delivered to the Buyer, as specified in the Order Form;
"Deliver"	hand over of the Deliverables to the Buyer at the address and on the date specified in the Order Form, which shall include unloading and any other specific arrangements agreed in accordance with clause 4.2. " Delivered " and " Delivery " shall be construed accordingly;
"Deliverables"	means the Goods and/or Services to be supplied under the Contract as set out in the Order Form;
"DPA 2018"	the Data Protection Act 2018;
"EU"	the European Union;
"EU GDPR"	Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation) as it has effect in EU law;
"Existing IPR"	any and all intellectual property rights that are owned by or licensed to either Party and which have been developed independently of the Contract (whether prior to the date of the Contract or otherwise);
"Expiry Date"	the date for expiry of the Contract as set out in the Order Form;
"FOIA"	the Freedom of Information Act 2000 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation;
"Force Majeure Event"	any event, circumstance, matter or cause affecting the performance by either the Buyer or the Supplier of its obligations arising from: <ul style="list-style-type: none"> (a) acts, events, omissions, happenings or non-happenings beyond the reasonable control of the Party seeking to claim relief in respect of a Force Majeure Event (the "Affected Party") which prevent or materially delay the Affected Party from performing its obligations under the Contract; (b) riots, civil commotion, war or armed conflict, acts of terrorism, nuclear, biological or chemical warfare;

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	<p>(c) acts of a Crown Body, local government or regulatory bodies;</p> <p>(d) fire, flood or any disaster; or</p> <p>(e) an industrial dispute affecting a third party for which a substitute third party is not reasonably available</p> <p>but excluding:</p> <p>(i) any industrial dispute relating to the Supplier, the Supplier Staff (including any subsets of them) or any other failure in the Supplier or the Subcontractor's supply chain;</p> <p>(i) any event, occurrence, circumstance, matter or cause which is attributable to the wilful act, neglect or failure to take reasonable precautions against it by the Party concerned; and</p> <p>(ii) any failure of delay caused by a lack of funds,</p> <p>and which is not attributable to any wilful act, neglect or failure to take reasonable preventative action by that Party;</p>
"Goods"	the goods to be supplied by the Supplier to the Buyer under the Contract;
"Good Industry Practice"	standards, practices, methods and procedures conforming to the Law and the exercise of the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged within the relevant industry or business sector;
"Government Data"	(a) the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, including any of the Buyer's confidential information, and which: (i) are supplied to the Supplier by or on behalf of the Buyer; or (ii) the Supplier is required to generate, process, store or transmit pursuant to the Contract; or (b) any Personal Data for which the Buyer is the Controller;
"Independent Controller"	a party which is Controller of the same Personal Data as the other Party and there is no element of joint control with regards to that Personal Data;

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"Information"	has the meaning given under section 84 of the FOIA;
"Information Commissioner"	the UK's independent authority which deals with ensuring information relating to rights in the public interest and data privacy for individuals is met, whilst promoting openness by public bodies;
"Insolvency Event"	in respect of a person: <ul style="list-style-type: none"> (a) if that person is insolvent; (b) where that person is a company, LLP or a partnership, if an order is made or a resolution is passed for the winding up of the person (other than voluntarily for the purpose of solvent amalgamation or reconstruction); (c) if an administrator or administrative receiver is appointed in respect of the whole or any part of the person's assets or business; (d) if the person makes any composition with its creditors; or (e) takes or suffers any similar or analogous action to any of the actions detailed in this definition as a result of debt in any jurisdiction;
"IP Completion Day"	has the meaning given to it in the European Union (Withdrawal Agreement) Act 2020;
"Joint Controller Agreement"	the agreement (if any) entered into between the Buyer and the Supplier substantially in the form set out in <i>Part B – Joint Controller Agreement of Annex 1 – Processing Personal Data;</i>
"Joint Controllers"	Where two or more Controllers jointly determine the purposes and means of processing;
"Key Staff"	any persons specified as such in the Order Form or otherwise notified as such by the Buyer to the Supplier in writing, following agreement to the same by the Supplier;
"Law"	any law, subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978, bye-law, right within the meaning of the European Union (Withdrawal) Act 2018 as amended by European Union (Withdrawal

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	Agreement) Act 2020, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements of any regulatory body with which the Supplier is bound to comply;
"Month"	a calendar month and "Monthly" shall be interpreted accordingly;
"National Insurance"	contributions required by the Social Security Contributions and Benefits Act 1992 and made in accordance with the Social Security (Contributions) Regulations 2001 (SI 2001/1004);
"New IPR"	all and intellectual property rights in any materials created or developed by or on behalf of the Supplier pursuant to the Contract but shall not include the Supplier's Existing IPR;
"New IPR Items"	means a deliverable, document, product or other item within which New IPR subsists;
"Open Licence"	means any material that is published for use, with rights to access and modify, by any person for free, under a generally recognised open licence including Open Government Licence as set out at http://www.nationalarchives.gov.uk/doc/open-government-licence/version/3/ and the Open Standards Principles documented at https://www.gov.uk/government/publications/open-standards-principles/open-standards-principles ;
"Order Form"	the order form signed by the Buyer and the Supplier printed above these Conditions;
"Party"	the Supplier or the Buyer (as appropriate) and "Parties" shall mean both of them;
"Personal Data"	has the meaning given to it in the UK GDPR or the EU GDPR as the context requires;
"Personal Data Breach"	has the meaning given to it in the UK GDPR or the EU GDPR as the context requires and includes any breach of Data Protection Legislation relevant to Personal Data processed pursuant to the Contract;
"Prescribed Person"	a legal adviser, an MP or an appropriate body which a whistle-blower may make a disclosure to as detailed in 'Whistleblowing: list of prescribed people and bodies', 24 November 2016, available online at: https://www.gov.uk/government/publications/blowing-the-whistle-list-of-prescribed-people-and-bodies--2/whistleblowing-list-of-prescribed-people-and-bodies as

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	updated from time to time;
"Processor"	has the meaning given to it in the UK GDPR or the EU GDPR as the context requires;
"Processor Personnel"	all directors, officers, employees, agents, consultants and suppliers of the Processor and/or of any Subprocessor engaged in the performance of its obligations under the Contract;
"Protective Measures"	<p>technical and organisational measures which must take account of:</p> <ul style="list-style-type: none"> (a) the nature of the data to be protected; (b) harm that might result from Data Loss Event; (c) state of technological development; (d) the cost of implementing any measures; <p>including pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it;</p>
"Purchase Order Number" or "PO Number"	the Buyer's unique number relating to the order for Deliverables to be supplied by the Supplier to the Buyer in accordance with the Contract;
"Rectification Plan"	<p>the Supplier's plan (or revised plan) to rectify its material default which shall include:</p> <ul style="list-style-type: none"> (a) full details of the material default that has occurred, including a root cause analysis; (b) the actual or anticipated effect of the material default; and (c) the steps which the Supplier proposes to take to rectify the material default (if applicable) and to prevent such material default from recurring, including timescales for such steps and for the rectification of the material default (where applicable);
"Regulations"	the Public Contracts Regulations 2015 and/or the Public Contracts (Scotland) Regulations 2015 (as the context requires) as amended from time to time;
"Request For"	has the meaning set out in the FOIA or the Environmental Information Regulations 2004 as relevant (where the

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"Information"	meaning set out for the term "request" shall apply);
"Services"	the services to be supplied by the Supplier to the Buyer under the Contract;
"Specification"	the specification for the Deliverables to be supplied by the Supplier to the Buyer (including as to quantity, description and quality) as specified in the Order Form;
"Staff Vetting Procedures"	vetting procedures that accord with Good Industry Practice or, where applicable, the Buyer's procedures or policies for the vetting of personnel as specified in the Order Form or provided to the Supplier in writing following agreement to the same by the Supplier from time to time;
"Start Date"	the start date of the Contract set out in the Order Form;
"Sub-Contract"	any contract or agreement (or proposed contract or agreement), other than the Contract, pursuant to which a third party: <ul style="list-style-type: none"> (a) provides the Deliverables (or any part of them); (b) provides facilities or services necessary for the provision of the Deliverables (or any part of them); and/or (c) is responsible for the management, direction or control of the provision of the Deliverables (or any part of them);
"Subcontractor"	any person other than the Supplier, who is a party to a Sub-Contract and the servants or agents of that person;
"Subprocessor"	any third party appointed to process Personal Data on behalf of the Processor related to the Contract;
"Supplier"	the person named as Supplier in the Order Form;
"Supplier Staff"	all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any Subcontractor of the Supplier engaged in the performance of the Supplier's obligations under the Contract;
"Transparency Information"	In relation to Contracts with a value above the relevant threshold set out in Part 2 of the Regulations only, the content of the Contract, including any changes to this Contract agreed from time to time, as well as any information relating to the Deliverables and performance

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	<p>pursuant to the Contract required to be published by the Buyer to comply with its transparency obligations, including those set out in Public Procurement Policy Note 09/21 (update to legal and policy requirements to publish procurement information on Contracts Finder) (https://www.gov.uk/government/publications/ppn-0921-requirements-to-publish-on-contracts-finder) and Public Procurement Policy Note 01/17 (update to transparency principles) where applicable (https://www.gov.uk/government/publications/procurement-policy-note-0117-update-to-transparency-principles) except for:</p> <ul style="list-style-type: none"> (a) any information which is exempt from disclosure in accordance with the provisions of the FOIA, which shall be determined by the Buyer; and (b) Confidential Information;
"Term"	the period from the Start Date to the Expiry Date as such period may be extended in accordance with clause 11.2 or terminated in accordance with the Contract;
"Third Party IPR"	intellectual property rights owned by a third party which is or will be used by the Supplier for the purpose of providing the Deliverables;
"UK GDPR"	has the meaning as set out in section 3(10) of the DPA 2018, supplemented by section 205(4);
"VAT"	value added tax in accordance with the provisions of the Value Added Tax Act 1994;
"Worker"	any one of the Supplier Staff which the Buyer, in its reasonable opinion, considers is an individual to which Procurement Policy Note 08/15 (Tax Arrangements of Public Appointees) (https://www.gov.uk/government/publications/procurement-policy-note-0815-tax-arrangements-of-appointees) applies in respect of the Deliverables; and
"Working Day"	a day (other than a Saturday or Sunday) on which banks are open for business in the City of London.

2. Understanding the Contract

In the Contract, unless the context otherwise requires:

- 2.1 references to numbered clauses are references to the relevant clause in these Conditions;

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- 2.2 any obligation on any Party not to do or omit to do anything shall include an obligation not to allow that thing to be done or omitted to be done;
- 2.3 the headings in this Contract are for information only and do not affect the interpretation of the Contract;
- 2.4 references to "writing" include printing, display on a screen and electronic transmission and other modes of representing or reproducing words in a visible form;
- 2.5 the singular includes the plural and vice versa;
- 2.6 a reference to any Law includes a reference to that Law as amended, extended, consolidated or re-enacted from time to time and to any legislation or byelaw made under that Law;
- 2.7 the word "including", "for example" and similar words shall be understood as if they were immediately followed by the words "without limitation";
- 2.8 any reference which, immediately before IP Completion Day (or such later date when relevant EU law ceases to have effect pursuant to section 1A of the European Union (Withdrawal) Act 2018), is a reference to (as it has effect from time to time):
 - (a) any EU regulation, EU decision, EU tertiary legislation or provision of the EEA agreement ("**EU References**") which is to form part of domestic law by application of section 3 of the European Union (Withdrawal) Act 2018 and which shall be read on and after IP Completion Day as a reference to the EU References as they form part of domestic law by virtue of section 3 of the European Union (Withdrawal) Act 2018 as modified by domestic law from time to time; and
 - (b) any EU institution or EU authority or other such EU body shall be read on and after IP Completion Day as a reference to the UK institution, authority or body to which its functions were transferred.

3. How the Contract works

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

4. What needs to be delivered

4.1 All Deliverables

- (a) The Supplier must provide Deliverables: (i) in accordance with the Specification, the tender in Annex 4 – Supplier Tender (where applicable) and the Contract; (ii) using reasonable skill and care; (iii) using Good Industry Practice; (iv) using its own policies, processes and internal quality control measures as long as

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they don't conflict with the Contract; (v) on the dates agreed; and (vi) that comply with all Law.

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

4.2 Goods clauses

- (a) All Goods delivered must be new, or as new if recycled, unused and of recent origin.
- (b) All manufacturer warranties covering the Goods must be assignable to the Buyer on request and for free.
- (c) The Supplier transfers ownership of the Goods on completion of Delivery (including off-loading and stacking) or payment for those Goods, whichever is earlier.
- (d) Risk in the Goods transfers to the Buyer on Delivery, but remains with the Supplier if the Buyer notices damage following Delivery and lets the Supplier know within 3 Working Days of Delivery.
- (e) The Supplier warrants that it has full and unrestricted ownership of the Goods at the time of transfer of ownership.
- (f) The Supplier must Deliver the Goods on the date and to the location specified in the Order Form, during the Buyer's working hours (unless otherwise specified in the Order Form).
- (g) The Supplier must provide sufficient packaging for the Goods to reach the point of Delivery safely and undamaged.
- (h) All deliveries must have a delivery note attached that specifies the order number, type and quantity of Goods.
- (i) The Supplier must provide all tools, information and instructions the Buyer needs to make use of the Goods.
- (j) The Supplier will notify the Buyer of any request that Goods are returned to it or the manufacturer after the discovery of safety issues or defects that might endanger health or hinder performance and shall indemnify the Buyer against the costs arising as a result of any such request.
- (k) The Buyer can cancel any order or part order of Goods which has not been Delivered. If the Buyer gives less than 14 days' notice then it will pay the Supplier's reasonable and proven costs already incurred on the cancelled order as long as the Supplier takes all reasonable endeavours to minimise these costs.
- (l) The Supplier must at its own cost repair, replace, refund or substitute (at the Buyer's option and request) any Goods that the Buyer rejects because they don't conform with clause 4.2. If the Supplier doesn't do this it will pay the Buyer's costs including repair or re-supply by a third party.

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- (m) The Buyer will not be liable for any actions, claims, costs and expenses incurred by the Supplier or any third party during Delivery of the Goods unless and to the extent that it is caused by negligence or other wrongful act of the Buyer or its servant or agent. If the Buyer suffers or incurs any damage or injury (whether fatal or otherwise) occurring in the course of Delivery or installation then the Supplier shall indemnify the Buyer from any losses, charges, costs or expenses which arise as a result of or in connection with such damage or injury where it is attributable to any act or omission of the Supplier or any of its Subcontractors or Supplier Staff.

4.3 Services clauses

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

5. Pricing and payments

- 5.1 In exchange for the Deliverables, the Supplier must invoice the Buyer for the charges in the Order Form.
- 5.2 All Charges:
 - (a) exclude VAT, which is payable on provision of a valid VAT invoice; and
 - (b) include all costs and expenses connected with the supply of Deliverables.

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- 5.3 The Buyer must pay the Supplier the charges within 30 days of receipt by the Buyer of a valid, undisputed invoice, in cleared funds to the Supplier's account stated in the invoice or in the Order Form.
- 5.4 A Supplier invoice is only valid if it:
- (a) includes all appropriate references including the Purchase Order Number and other details reasonably requested by the Buyer; and
 - (b) includes a detailed breakdown of Deliverables which have been delivered.
- 5.5 If there is a dispute between the Parties as to the amount invoiced, the Buyer shall pay the undisputed amount. The Supplier shall not suspend the provision of the Deliverables unless the Supplier is entitled to terminate the Contract for a failure to pay undisputed sums in accordance with clause 11.6. Any disputed amounts shall be resolved through the dispute resolution procedure detailed in clause 37.
- 5.6 The Buyer may retain or set-off payment of any amount owed to it by the Supplier under this Contract or any other agreement between the Supplier and the Buyer if notice and reasons are provided.
- 5.7 The Supplier must ensure that all Subcontractors are paid, in full, within 30 days of receipt of a valid, undisputed invoice. If this doesn't happen, the Buyer can publish the details of the late payment or non-payment.
- 6. The Buyer's obligations to the Supplier**
- 6.1 If Supplier fails to comply with the Contract as a result of a Buyer Cause:
- (a) the Buyer cannot terminate the Contract under clause 11;
 - (b) the Supplier is entitled to reasonable and proven additional expenses and to relief from liability under this Contract;
 - (c) the Supplier is entitled to additional time needed to deliver the Deliverables; and
 - (d) the Supplier cannot suspend the ongoing supply of Deliverables.
- 6.2 Clause 6.1 only applies if the Supplier:
- (a) gives notice to the Buyer within 10 Working Days of becoming aware;
 - (b) demonstrates that the failure only happened because of the Buyer Cause; and
 - (c) mitigated the impact of the Buyer Cause.
- 7. Record keeping and reporting**
- 7.1 The Supplier must ensure that suitably qualified representatives attend progress meetings with the Buyer and provide progress reports when specified in the Order Form.
- 7.2 The Supplier must keep and maintain full and accurate records and accounts on everything to do with the Contract for 7 years after the date of expiry or termination of the Contract and in accordance with the UK GDPR or the EU GDPR as the context requires.

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- 7.3 The Supplier must allow any auditor appointed by the Buyer access to its premises to verify all contract accounts and records of everything to do with the Contract and provide copies for the Audit.
- 7.4 During an Audit, the Supplier must provide information to the auditor and reasonable co-operation at their request.
- 7.5 The Parties will bear their own costs when an Audit is undertaken unless the Audit identifies a material default by the Supplier, in which case the Supplier will repay the Buyer's reasonable costs in connection with the Audit.
- 7.6 If the Supplier is not providing any of the Deliverables, or is unable to provide them, it must immediately:
- (a) tell the Buyer and give reasons;
 - (b) propose corrective action; and
 - (c) provide a deadline for completing the corrective action.
- 7.7 If the Buyer, acting reasonably, is concerned as to the financial stability of the Supplier such that it may impact on the continued performance of the Contract then the Buyer may:
- (a) require that the Supplier provide to the Buyer (for its approval) a plan setting out how the Supplier will ensure continued performance of the Contract and the Supplier will make changes to such plan as reasonably required by the Buyer and once it is agreed then the Supplier shall act in accordance with such plan and report to the Buyer on demand; and
 - (b) if the Supplier fails to provide a plan or fails to agree any changes which are requested by the Buyer or fails to implement or provide updates on progress with the plan, terminate the Contract immediately for material breach (or on such date as the Buyer notifies).
- 7.8 If there is a material default, the Supplier must notify the Buyer within 3 Working Days of the Supplier becoming aware of the material default. The Buyer may request that the Supplier provide a Rectification Plan within 10 Working Days of the Buyer's request alongside any additional documentation that the Buyer requires. Once such Rectification Plan is agreed between the Parties (without the Buyer limiting its rights) the Supplier must immediately start work on the actions in the Rectification Plan at its own cost.
- 8. Supplier Staff**
- 8.1 The Supplier Staff involved in the performance of the Contract must:
- (a) be appropriately trained and qualified;
 - (b) be vetted in accordance with the Staff Vetting Procedures; and
 - (c) comply with all conduct requirements when on the Buyer's premises.
- 8.2 Where the Buyer decides one of the Supplier's Staff isn't suitable to work on the Contract, the Supplier must replace them with a suitably qualified alternative.

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- 8.3 If requested, the Supplier must replace any person whose acts or omissions have caused the Supplier to breach clause 29.1 to 29.3 .
- 8.4 The Supplier must provide a list of Supplier Staff needing to access the Buyer's premises and say why access is required.
- 8.5 The Supplier indemnifies the Buyer against all claims brought by any person employed or engaged by the Supplier caused by an act or omission of the Supplier or any Supplier Staff.
- 8.6 The Supplier shall use those persons nominated (if any) as Key Staff in the Order Form or otherwise notified as such by the Buyer to the Supplier in writing, following agreement to the same by the Supplier to provide the Deliverables and shall not remove or replace any of them unless:
- (a) requested to do so by the Buyer or the Buyer approves such removal or replacement (not to be unreasonably withheld or delayed);
 - (b) the person concerned resigns, retires or dies or is on parental or long-term sick leave; or
 - (c) the person's employment or contractual arrangement with the Supplier or any Subcontractor is terminated for material breach of contract by the employee.
- 8.7 The Supplier shall ensure that no person who discloses that he/she has a conviction that is relevant to the nature of the Contract, relevant to the work of the Buyer, or is of a type otherwise advised by the Buyer (each such conviction a "**Relevant Conviction**"), or is found by the Supplier to have a Relevant Conviction (whether as a result of a police check, a disclosure and barring service check or otherwise) is employed or engaged in the provision of any part of the Deliverables.

9. Rights and protection

- 9.1 The Supplier warrants and represents that:
- (a) it has full capacity and authority to enter into and to perform the Contract;
 - (b) the Contract is executed by its authorised representative;
 - (c) it is a legally valid and existing organisation incorporated in the place it was formed;
 - (d) there are no known legal or regulatory actions or investigations before any court, administrative body or arbitration tribunal pending or threatened against it or its affiliates that might affect its ability to perform the Contract;
 - (e) all necessary rights, authorisations, licences and consents (including in relation to IPRs) are in place to enable the Supplier to perform its obligations under the Contract and the Buyer to receive the Deliverables;
 - (f) it doesn't have any contractual obligations which are likely to have a material adverse effect on its ability to perform the Contract; and

- (g) it is not impacted by an Insolvency Event.
- 9.2 The warranties and representations in clause 3.3 and clause 9.1 are repeated each time the Supplier provides Deliverables under the Contract.
- 9.3 The Supplier indemnifies the Buyer against each of the following:
 - (a) wilful misconduct of the Supplier, any of its Subcontractor and/or Supplier Staff that impacts the Contract; and
 - (b) non-payment by the Supplier of any tax or National Insurance.
- 9.4 If the Supplier becomes aware of a representation or warranty made in relation to the Contract that becomes untrue or misleading, it must immediately notify the Buyer.
- 9.5 All third party warranties and indemnities covering the Deliverables must be assigned for the Buyer's benefit by the Supplier.
- 10. Intellectual Property Rights (IPRs)**
- 10.1 Each Party keeps ownership of its own Existing IPRs. The Supplier gives the Buyer a non-exclusive, perpetual, royalty-free, irrevocable, transferable worldwide licence to use, change and sub-license the Supplier's Existing IPR to enable the Buyer and its sub-licensees to both:
 - (a) receive and use the Deliverables; and
 - (b) use the New IPR.
- 10.2 Any New IPR created under the Contract is owned by the Buyer. The Buyer gives the Supplier a licence to use any Existing IPRs and the New IPR which the Supplier reasonably requires for the purpose of fulfilling its obligations during the Term or using or exploiting the New IPR developed under the Contract.
- 10.3 Where a Party acquires ownership of intellectual property rights incorrectly under this Contract it must do everything reasonably necessary to complete a transfer assigning them in writing to the other Party on request and at its own cost.
- 10.4 Neither Party has the right to use the other Party's intellectual property rights, including any use of the other Party's names, logos or trademarks, except as provided in clause 10 or otherwise agreed in writing.
- 10.5 If any claim is made against the Buyer for actual or alleged infringement of a third party's intellectual property arising out of, or in connection with, the supply or use of the Deliverables (an "**IPR Claim**"), then the Supplier indemnifies the Buyer against all losses, damages, costs or expenses (including professional fees and fines) incurred as a result of the IPR Claim.
- 10.6 If an IPR Claim is made or anticipated the Supplier must at its own expense and the Buyer's sole option, either:
 - (a) obtain for the Buyer the rights in clauses 10.1 and 10.2 without infringing any third party intellectual property rights; and

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- (b) replace or modify the relevant item with substitutes that don't infringe intellectual property rights without adversely affecting the functionality or performance of the Deliverables.
- 10.7 The Supplier shall not use in the Delivery of the Deliverables any Third Party IPR unless it has notified the Buyer that the owner or an authorised licensor of the relevant Third Party IPR will grant a direct licence to the Buyer for the Third Party IPR and that licence has been granted. The Buyer, in its absolute discretion, shall have 10 Working Days following the Supplier's notification to reject the grant of the licence. If the Supplier cannot obtain for the Buyer a licence in respect of any Third Party IPR, for whatever reason, the Supplier shall:
 - (a) notify the Buyer in writing; and
 - (b) use the relevant Third Party IPR only if the Buyer has provided authorisation in writing, with reference to the acts authorised and the specific intellectual property rights involved.
- 10.8 In spite of any other provisions of the Contract and for the avoidance of doubt, award of this Contract by the Buyer and the ordering of any Deliverable under it does not constitute an authorisation by the Crown under Sections 55 and 56 of the Patents Act 1977, Section 12 of the Registered Designs Act 1949 or Sections 240 – 243 of the Copyright, Designs and Patents Act 1988.
- 11. Ending the contract**
- 11.1 The Contract takes effect on the Start Date and ends on the earlier of the Expiry Date or termination of the Contract, or earlier if required by Law.
- 11.2 The Buyer can extend the Contract where set out in the Order Form in accordance with the terms in the Order Form.
- 11.3 **Ending the Contract without a reason**

The Buyer has the right to terminate the Contract at any time without reason or liability by giving the Supplier not less than 90 days' written notice, and if it's terminated clause 11.5(a)(ii) to 11.5(a)(viii) applies.
- 11.4 **When the Buyer can end the Contract**
 - (a) If any of the following events happen, the Buyer has the right to immediately terminate its Contract by issuing a termination notice in writing to the Supplier:
 - (i) there's a Supplier Insolvency Event;
 - (ii) if the Supplier repeatedly breaches the Contract in a way to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms and conditions of the Contract;
 - (iii) the Supplier is in material breach of any obligation which is capable of remedy, and that breach is not remedied within 30 days of the Supplier receiving notice specifying the breach and requiring it to be remedied;

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- (iv) there's a change of control (within the meaning of section 450 of the Corporation Tax Act 2010) of the Supplier which isn't pre-approved by the Buyer in writing;
 - (v) the Buyer discovers that the Supplier was in one of the situations in 57(1) or 57(2) of the Regulations at the time the Contract was awarded;
 - (vi) the Supplier or its affiliates embarrass or bring the Buyer into disrepute or diminish the public trust in them; or
 - (vii) the Supplier fails to comply with its legal obligations in the fields of environmental, social, equality or employment Law when providing the Deliverables.
- (b) The Buyer also has the right to terminate the Contract in accordance with clauses 7.7(b), 21.3, 29.4(b), 34.3 and
- (c)
- (d) *Part B – Joint Controller Agreement* of Annex 1 – *Processing Personal Data* (if used).
- (e) If any of the events in 73(1) (a) or (b) of the Regulations happen, the Buyer has the right to immediately terminate the Contract and clause 11.5(a)(ii) to 11.5(a)(viii) applies.

11.5 What happens if the Contract ends (Buyer termination)

- (a) Where the Buyer terminates the Contract under clause 11.4(a), 7.7(b), 29.4(b), or Clause
- (b)
- (c) *Part B – Joint Controller Agreement* of Annex 1 – *Processing Personal Data* (if used), all of the following apply:
- (i) the Supplier is responsible for the Buyer's reasonable costs of procuring replacement Deliverables for the rest of the term of the Contract;
 - (ii) the Buyer's payment obligations under the terminated Contract stop immediately;
 - (iii) accumulated rights of the Parties are not affected;
 - (iv) the Supplier must promptly delete or return the Government Data except where required to retain copies by Law;
 - (v) the Supplier must promptly return any of the Buyer's property provided under the Contract;
 - (vi) the Supplier must, at no cost to the Buyer, give all reasonable assistance to the Buyer and any incoming supplier and co-operate fully in the handover and re-procurement;

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- (vii) the Supplier must repay to the Buyer all the Charges that it has been paid in advance for Deliverables that it has not provided as at the date of termination or expiry; and
- (viii) the following clauses survive the termination of the Contract: 4.2(j), 7, 8.5, 10, 12, 14, 15, 16, 19, 20, 37 and 38 and any clauses which are expressly or by implication intended to continue.

11.6 When the Supplier can end the Contract and what happens when the contract ends (Buyer and Supplier termination)

- (a) The Supplier can issue a reminder notice if the Buyer does not pay an undisputed invoice on time. The Supplier can terminate the Contract if the Buyer fails to pay an undisputed invoiced sum due and worth over 10% of the total Contract value or £1,000, whichever is the lower, within 30 days of the date of the reminder notice.
- (b) Where the Buyer terminates the Contract in accordance with clause 11.3 or the Supplier terminates the Contract under clause 11.6(a) or 24.4:
 - (i) the Buyer must promptly pay all outstanding charges incurred by the Supplier;
 - (ii) the Buyer must pay the Supplier reasonable committed and unavoidable losses as long as the Supplier provides a fully itemised and costed schedule with evidence - the maximum value of this payment is limited to the total sum payable to the Supplier if the Contract had not been terminated; and
 - (iii) clauses 11.5(c)(ii) to 11.5(c)(viii) apply.
- (c) The Supplier also has the right to terminate the Contract in accordance with Clauses 21.3 and 24.4.

11.7 Partially ending and suspending the Contract

- (a) Where the Buyer has the right to terminate the Contract it can terminate or suspend (for any period), all or part of it. If the Buyer suspends the Contract it can provide the Deliverables itself or buy them from a third party.
- (b) The Buyer can only partially terminate or suspend the Contract if the remaining parts of it can still be used to effectively deliver the intended purpose.
- (c) The Parties must agree (in accordance with clause 26) any necessary variation required by clause 11.7, but the Supplier may not either:
 - (i) reject the variation; or
 - (ii) increase the Charges, except where the right to partial termination is under clause 11.3.
- (d) The Buyer can still use other rights available, or subsequently available to it if it acts on its rights under clause 11.7.

12. How much you can be held responsible for

- 12.1 Each Party's total aggregate liability under or in connection with the Contract (whether in tort, contract or otherwise) is no more than 125% of the Charges paid or payable to the Supplier.
- 12.2 No Party is liable to the other for:
- (a) any indirect losses; and/or
 - (b) loss of profits, turnover, savings, business opportunities or damage to goodwill (in each case whether direct or indirect).
- 12.3 In spite of clause 12.1, neither Party limits or excludes any of the following:
- (a) its liability for death or personal injury caused by its negligence, or that of its employees, agents or Subcontractors;
 - (b) its liability for bribery or fraud or fraudulent misrepresentation by it or its employees; or
 - (c) any liability that cannot be excluded or limited by Law.
- 12.4 In spite of clause 12.1, the Supplier does not limit or exclude its liability for any indemnity given under clauses 8.5, 9.3(b), 10.5, or 33.2(b).
- 12.5 Notwithstanding clause 12.1, but subject to clauses 12.1 and 12.3, the Supplier's total aggregate liability under clause 14.7(e) shall not exceed the Data Protection Liability Cap.
- 12.6 Each Party must use all reasonable endeavours to mitigate any loss or damage which it suffers under or in connection with the Contract, including any indemnities.
- 12.7 If more than one Supplier is party to the Contract, each Supplier Party is fully responsible for both their own liabilities and the liabilities of the other Suppliers.

13. Obeying the Law

- 13.1 The Supplier must, in connection with provision of the Deliverables:
- (a) comply and procure that its Subcontractors comply with the Supplier Code of Conduct:
(https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/779660/20190220-Supplier_Code_of_Conduct.pdf) as such Code of Conduct may be updated from time to time, and such other sustainability requirements as set out in the Order Form;
 - (b) comply with the provisions of the Official Secrets Acts 1911 to 1989 and section 182 of the Finance Act 1989;
 - (c) support the Buyer in fulfilling its Public Sector Equality duty under section 149 of the Equality Act 2010;
 - (d) comply with the model contract terms contained in Example 1 of Annex C of the guidance to PPN 05/19 (Tackling Modern Slavery in Government Supply

Chains) shall apply to the Contract, as such clauses may be amended or updated from time to time; and

- (e) meet the applicable Government Buying Standards applicable to Deliverables which can be found online at:

<https://www.gov.uk/government/collections/sustainable-procurement-the-government-buying-standards-gbs>.

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

13.3 The Supplier must appoint a Compliance Officer who must be responsible for ensuring that the Supplier complies with Law, clause 13.1 and clauses 28 to 35.

14. Data Protection

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

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

14.3 The Supplier must ensure that any Supplier system holding any Government Data, including back-up data, is a secure system that complies with the security requirements specified in writing by the Buyer (where any such requirements have been provided).

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

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

- (a) tell the Supplier to restore or get restored Government Data as soon as practical but no later than 5 Working Days from the date that the Buyer receives notice, or the Supplier finds out about the issue, whichever is earlier; and/or

- (b) restore the Government Data itself or using a third party.

14.6 The Supplier must pay each Party's reasonable costs of complying with clause 14.5 unless the Buyer is at fault.

14.7 The Supplier:

- (a) must provide the Buyer with all Government Data in an agreed open format within 10 Working Days of a written request;
- (b) must have documented processes to guarantee prompt availability of Government Data if the Supplier stops trading;
- (c) must securely destroy all storage media that has held Government Data at the end of life of that media using Good Industry Practice;

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- (d) securely erase all Government Data and any copies it holds when asked to do so by the Buyer unless required by Law to retain it; and
- (e) indemnifies the Buyer against any and all losses incurred if the Supplier breaches clause 14 or any Data Protection Legislation.

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

- (a) “Controller” in respect of the other Party who is “Processor”;
- (b) “Processor” in respect of the other Party who is “Controller”;
- (c) “Joint Controller” with the other Party;
- (d) “Independent Controller” of the Personal Data where the other Party is also “Controller”,

in respect of certain Personal Data under the Contract and shall specify in Part A - *Authorised Processing Template* of

Annex 1 – Processing Personal Data which scenario they think shall apply in each situation.

14.9 Where one Party is Controller and the other Party its Processor

(a) Where a Party is a Processor, it must only process Personal Data if authorised to do so in Part A - *Authorised Processing Template* of

(b)

(c)

(d)

(e)

(f)

(g)

(h)

(i)

(j)

(k)

(l) **Annex 1 – Processing Personal Data** by the Controller. Any further written instructions relating to the processing of Personal Data are incorporated into Part A - *Authorised Processing Template* of

(m)

(n)

(o)

(p)

(q)

(r)

(s)

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- (t)
- (u)
- (v)

(w) **Annex 1 – Processing Personal Data.**

- (x) The Processor must give all reasonable assistance to the Controller in the preparation of any Data Protection Impact Assessment before starting any processing, including:
 - (i) a systematic description of the expected processing and its purpose;
 - (ii) the necessity and proportionality of the processing operations;
 - (iii) the risks to the rights and freedoms of Data Subjects; and
 - (iv) the intended measures to address the risks, including safeguards, security measures and mechanisms to protect Personal Data.
- (y) The Processor must notify the Controller immediately if it thinks the Controller's instructions breach the Data Protection Legislation.
- (z) The Processor must put in place appropriate Protective Measures to protect against a Data Loss Event which must be approved by the Controller.
- (aa) If lawful to notify the Controller, the Processor must promptly notify the Controller if the Processor is otherwise required to process Personal Data by Law before processing it.
- (bb) The Processor must use all reasonable endeavours to ensure the reliability and integrity of any Processor Personnel who have access to the Personal Data and ensure that they:
 - (i) are aware of and comply with the Processor's duties under this clause 14;
 - (ii) are subject to appropriate confidentiality undertakings with the Processor or any Subprocessor;
 - (iii) are informed of the confidential nature of the Personal Data and do not provide any of the Personal Data to any third party unless directed in writing to do so by the Controller or as otherwise allowed by the Contract; and

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- (iv) have undergone adequate training in the use, care, protection and handling of Personal Data.
- (cc) Where the Personal Data is subject to UK GDPR, the Processor must not transfer Personal Data outside of the UK unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:
 - (i) the transfer is in accordance with Article 45 of the UK GDPR (or section 73 of DPA 2018); or
 - (ii) the Controller or the Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with UK GDPR Article 46 or section 75 of the DPA 2018) as determined by the Controller which could include relevant parties entering into the International Data Transfer Agreement (the "**IDTA**"), or International Data Transfer Agreement Addendum to the European Commission's SCCs (the "**Addendum**"), as published by the Information Commissioner's Office from time to time as well as any additional measures determined by the Controller;
 - (iii) the Data Subject has enforceable rights and effective legal remedies when transferred;
 - (iv) the Processor meets its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
 - (v) the Processor complies with the Controller's reasonable prior instructions about the processing of the Personal Data.
- (dd) Where the Personal Data is subject to EU GDPR, the Processor must not transfer Personal Data outside of the EU unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:
- (ee) the transfer is in accordance with Article 45 of the EU GDPR; or
 - (i) the Controller or Processor has provided appropriate safeguards in relation to the transfer in accordance with Article 46 of the EU GDPR as determined by the Controller which could include relevant parties entering into Standard Contractual Clauses in the European Commission's decision 2021/914/EU or such updated version of such Standard Contractual Clauses as are published by the European Commission from time to time as well as any additional measures determined by the Controller;
 - (ii) the Data Subject has enforceable rights and effective legal remedies;
 - (iii) the Processor complies with its obligations under the EU GDPR by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Controller in meeting its obligations); and

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- (iv) the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the processing of the Personal Data.
- (ff) The Processor must notify the Controller immediately if it:
 - (i) receives a Data Subject Access Request (or purported Data Subject Access Request);
 - (ii) receives a request to rectify, block or erase any Personal Data;
 - (iii) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
 - (iv) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Contract;
 - (v) receives a request from any third Party for disclosure of Personal Data where compliance with the request is required or claims to be required by Law; and
 - (vi) becomes aware of a Data Loss Event.
- (gg) Any requirement to notify under clause (ff) includes the provision of further information to the Controller in stages as details become available.
 - (i) The Processor must promptly provide the Controller with full assistance in relation to any Party's obligations under Data Protection Legislation and any complaint, communication or request made under clause (ff). This includes giving the Controller:
 - (ii) full details and copies of the complaint, communication or request;
 - (iii) reasonably requested assistance so that it can comply with a Data Subject Access Request within the relevant timescales in the Data Protection Legislation;
 - (iv) any Personal Data it holds in relation to a Data Subject on request;
 - (v) assistance that it requests following any Data Loss Event; and
 - (vi) assistance that it requests relating to a consultation with, or request from, the Information Commissioner's Office or any other regulatory authority.
- (hh) The Processor must maintain full, accurate records and information to show it complies with this clause 14. This requirement does not apply where the Processor employs fewer than 250 staff, unless either the Controller determines that the processing:
 - (i) is not occasional;
 - (ii) includes special categories of data as referred to in Article 9(1) of the UK GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the UK GDPR; or

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- (iii) is likely to result in a risk to the rights and freedoms of Data Subjects.
- (ii) The Parties shall designate a Data Protection Officer if required by the Data Protection Legislation.
- (jj) Before allowing any Subprocessor to process any Personal Data, the Processor must:
 - (i) notify the Controller in writing of the intended Subprocessor and processing;
 - (ii) obtain the written consent of the Controller;
 - (iii) enter into a written contract with the Subprocessor so that this clause 14 applies to the Subprocessor; and
 - (iv) provide the Controller with any information about the Subprocessor that the Controller reasonably requires.
- (kk) The Processor remains fully liable for all acts or omissions of any Subprocessor.
- (ll) At any time the Buyer can, with 30 Working Days' notice to the Supplier, change this clause 14 to replace it with any applicable standard clauses (between the controller and processor) or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to the Contract).
- (mm) The Parties agree to take account of any non-mandatory guidance issued by the Information Commissioner's Office or any other regulatory authority.

14.10 Joint Controllers of Personal Data

In the event that the Parties are Joint Controllers in respect of Personal Data under the Contract, the Parties shall implement Clauses that are necessary to comply with UK GDPR Article 26 based on the terms set out in

Part B – Joint Controller Agreement of Annex 1 – Processing Personal Data.

14.11 Independent Controllers of Personal Data

In the event that the Parties are Independent Controllers in respect of Personal Data under the Contract, the terms set out in *Part C – Independent Controllers of*

Annex 1 – Processing Personal Data shall apply to this Contract.

15. What you must keep confidential

15.1 Each Party must:

- (a) keep all Confidential Information it receives confidential and secure;
- (b) not disclose, use or exploit the disclosing Party's Confidential Information without the disclosing Party's prior written consent, except for the purposes anticipated under the Contract; and
- (c) immediately notify the disclosing Party if it suspects unauthorised access, copying, use or disclosure of the Confidential Information.

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

- (a) where disclosure is required by applicable Law, a regulatory body or a court with the relevant jurisdiction if the recipient Party notifies the disclosing Party of the full circumstances, the affected Confidential Information and extent of the disclosure;
- (b) if the recipient Party already had the information without obligation of confidentiality before it was disclosed by the disclosing Party;
- (c) if the information was given to it by a third party without obligation of confidentiality;
- (d) if the information was in the public domain at the time of the disclosure;
- (e) if the information was independently developed without access to the disclosing Party's Confidential Information;
- (f) on a confidential basis, to its auditors or for the purposes of regulatory requirements;
- (g) on a confidential basis, to its professional advisers on a need-to-know basis; and

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- (h) to the Serious Fraud Office where the recipient Party has reasonable grounds to believe that the disclosing Party is involved in activity that may be a criminal offence under the Bribery Act 2010.
- 15.3 The Supplier may disclose Confidential Information on a confidential basis to Supplier Staff on a need-to-know basis to allow the Supplier to meet its obligations under the Contract. The Supplier shall remain responsible at all times for compliance with the confidentiality obligations set out in this Contract by the persons to whom disclosure has been made.
- 15.4 The Buyer may disclose Confidential Information in any of the following cases:
 - (a) on a confidential basis to the employees, agents, consultants and contractors of the Buyer;
 - (b) on a confidential basis to any other Central Government Body, any successor body to a Central Government Body or any company that the Buyer transfers or proposes to transfer all or any part of its business to;
 - (c) if the Buyer (acting reasonably) considers disclosure necessary or appropriate to carry out its public functions;
 - (d) where requested by Parliament; and
 - (e) under clauses 5.7 and 16.
- 15.5 For the purposes of clauses 15.2 to 15.4 references to disclosure on a confidential basis means disclosure under a confidentiality agreement or arrangement including terms as strict as those required in clause 15.
- 15.6 Transparency Information, and Information which is exempt from disclosure by clause 16 is not Confidential Information.
- 15.7 The Supplier must not make any press announcement or publicise the Contract or any part of it in any way, without the prior written consent of the Buyer and must take all reasonable endeavours to ensure that Supplier Staff do not either.
- 16. When you can share information**
- 16.1 The Supplier must tell the Buyer within 48 hours if it receives a Request For Information.
- 16.2 In accordance with a reasonable timetable and in any event within 5 Working Days of a request from the Buyer, the Supplier must give the Buyer full co-operation and information needed so the Buyer can:
 - (a) comply with any FOIA request;
 - (b) comply with any Environmental Information Regulations (“**EIR**”) request;
 - (c) if the Contract has a value over the relevant threshold in Part 2 of the Regulations, comply with any of its obligations in relation to publishing Transparency Information.

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- 16.3 To the extent that it is allowed and practical to do so, the Buyer will use reasonable endeavours to notify the Supplier of a Request For Information and may talk to the Supplier to help it decide whether to publish information under clause 16. However, the extent, content and format of the disclosure is the Buyer's decision in its absolute discretion.

17. Insurance

The Supplier shall ensure it has adequate insurance cover for this Contract.

18. Invalid parts of the contract

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

19. No other terms apply

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

20. Other people's rights in the contract

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

21. Circumstances beyond your control

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

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

- 21.2 Any failure or delay by the Supplier to perform its obligations under the Contract that is due to a failure or delay by an agent, Subcontractor and/or Supplier Staff will only be considered a Force Majeure Event if that third party is itself prevented from complying with an obligation to the Supplier due to a Force Majeure Event.

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

- 21.4 Where a Party terminates under clause 21.3:

- (a) each Party must cover its own losses; and
- (b) clause 11.5(c)(ii) to 11.5(c)(viii) applies.

22. Relationships created by the contract

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

23. Giving up contract rights

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

24. Transferring responsibilities

24.1 The Supplier cannot assign, novate or in any other way dispose of the Contract or any part of it without the Buyer's written consent.

24.2 The Buyer can assign, novate or transfer its Contract or any part of it to any Crown Body, public or private sector body which performs the functions of the Buyer.

24.3 When the Buyer uses its rights under clause 24.2 the Supplier must enter into a novation agreement in the form that the Buyer specifies.

24.4 The Supplier can terminate the Contract novated under clause 24.2 to a private sector body that is experiencing an Insolvency Event.

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

25. Supply Chain

25.1 The Supplier cannot sub-contract the Contract or any part of it without the Buyer's prior written consent. The Supplier shall provide the Buyer with the name of any Subcontractor the Supplier proposes to engage for the purposes of the Contract. The decision of the Buyer to consent or not will not be unreasonably withheld or delayed. If the Buyer does not communicate a decision to the Supplier within 10 Working Days of the request for consent then its consent will be deemed to have been given. The Buyer may reasonably withhold its consent to the appointment of a Subcontractor if it considers that:

- (a) the appointment of a proposed Subcontractor may prejudice the provision of the Deliverables or may be contrary to its interests;
- (b) the proposed Subcontractor is unreliable and/or has not provided reliable goods and or reasonable services to its other customers; and/or
- (c) the proposed Subcontractor employs unfit persons.

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

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

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- 25.3 The Supplier must exercise due skill and care when it selects and appoints Subcontractors.
- 25.4 The Supplier will ensure that all Sub-Contracts in the Supplier's supply chain entered into after the Start Date wholly or substantially for the purpose of performing or contributing to the performance of the whole or any part of this Contract contain provisions that:
- (a) allow the Supplier to terminate the Sub-Contract if the Subcontractor fails to comply with its obligations in respect of environmental, social, equality or employment Law;
 - (b) require the Supplier to pay all Subcontractors in full, within 30 days of receiving a valid, undisputed invoice; and
 - (c) allow the Buyer to publish the details of the late payment or non-payment if this 30-day limit is exceeded.
- 25.5 The Supplier will take reasonable endeavours to ensure that all Sub-Contracts in the Supplier's supply chain entered into before the Start Date but made wholly or substantially for the purpose of performing or contributing to the performance of the whole or any part of this Contract contain provisions that:
- (a) allow the Supplier to terminate the Sub-Contract if the Subcontractor fails to comply with its obligations in respect of environmental, social, equality or employment Law;
 - (b) require the Supplier to pay all Subcontractors in full, within 30 days of receiving a valid, undisputed invoice; and
 - (c) allow the Buyer to publish the details of the late payment or non-payment if this 30-day limit is exceeded.
- 25.6 At the Buyer's request, the Supplier must terminate any Sub-Contracts in any of the following events:
- (a) there is a change of control within the meaning of Section 450 of the Corporation Tax Act 2010 of a Subcontractor which isn't pre-approved by the Buyer in writing;
 - (b) the acts or omissions of the Subcontractor have caused or materially contributed to a right of termination under Clause 11.4;
 - (c) a Subcontractor or its Affiliates embarrasses or brings into disrepute or diminishes the public trust in the Buyer;
 - (d) the Subcontractor fails to comply with its obligations in respect of environmental, social, equality or employment Law; and/or
 - (e) the Buyer has found grounds to exclude the Subcontractor in accordance with Regulation 57 of the Regulations.
- 25.7 The Supplier is responsible for all acts and omissions of its Subcontractors and those employed or engaged by them as if they were its own.

26. Changing the contract

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

27. How to communicate about the contract

- 27.1 All notices under the Contract must be in writing and are considered effective on the Working Day of Delivery as long as they're delivered before 5:00pm on a Working Day. Otherwise the notice is effective on the next Working Day. An email is effective at 9am on the first Working Day after sending unless an error message is received.
- 27.2 Notices to the Buyer or Supplier must be sent to their address or email address in the Order Form.
- 27.3 This clause does not apply to the service of legal proceedings or any documents in any legal action, arbitration or dispute resolution.

28. Dealing with claims

- 28.1 If the Buyer becomes aware of any Claim, the Buyer must:
- (a) notify the Supplier as soon as reasonably practical becoming aware of a Claim;
 - (b) at the Supplier's cost, allow the Supplier to conduct all negotiations and proceedings to do with a Claim;
 - (c) at the Supplier's cost, give the Supplier reasonable assistance with the Claim if requested; and
 - (d) not make admissions about the Claim without the prior written consent of the Supplier which cannot be unreasonably withheld or delayed.
- 28.2 The Supplier must:
- (a) consider and defend the Claim diligently and in a way that does not damage the Buyer's reputation; and
 - (b) not settle or compromise any Claim without the Buyer's prior written consent which it must not unreasonably withhold or delay.

29. Preventing fraud, bribery and corruption

- 29.1 The Supplier shall not:
- (a) commit any criminal offence referred to in 57(1) and 57(2) of the Regulations; or
 - (b) offer, give, or agree to give anything, to any person (whether working for or engaged by the Buyer or any other public body) an inducement or reward for doing, refraining from doing, or for having done or refrained from doing, any act in relation to the obtaining or execution of the Contract or any other public function or for showing or refraining from showing favour or disfavour to any person in relation to the Contract or any other public function.

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- 29.2 The Supplier shall take all reasonable endeavours (including creating, maintaining and enforcing adequate policies, procedures and records), in accordance with Good Industry Practice, to prevent any matters referred to in clause 29.1 and any fraud by the Supplier Staff and the Supplier (including its shareholders, members and directors) in connection with the Contract and shall notify the Buyer immediately if it has reason to suspect that any such matters have occurred or is occurring or is likely to occur.
- 29.3 If the Supplier notifies the Buyer as required by clause 29.2, the Supplier must respond promptly to their further enquiries, co-operate with any investigation and allow the Audit of any books, records and relevant documentation.
- 29.4 If the Supplier or the Supplier Staff engages in conduct prohibited by clause 29.1 or commits fraud in relation to the Contract or any other contract with the Crown (including the Buyer) the Buyer may:
- (a) require the Supplier to remove any Supplier Staff from providing the Deliverables if their acts or omissions have caused the default; and
 - (b) immediately terminate the Contract.

30. Equality, diversity and human rights

- 30.1 The Supplier must follow all applicable employment and equality Law when they perform their obligations under the Contract, including:
- (a) protections against discrimination on the grounds of race, sex, gender reassignment, religion or belief, disability, sexual orientation, pregnancy, maternity, age or otherwise; and
 - (b) any other requirements and instructions which the Buyer reasonably imposes related to equality Law.
- 30.2 The Supplier must use all reasonable endeavours, and inform the Buyer of the steps taken, to prevent anything that is considered to be unlawful discrimination by any court or tribunal, or the Equality and Human Rights Commission (or any successor organisation) when working on the Contract.

31. Health and safety

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

32. Environment and sustainability

- 32.1 In performing its obligations under the Contract, the Supplier shall, to the reasonable satisfaction of the Buyer:

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- (a) meet, in all material respects, the requirements of all applicable Laws regarding the environment; and
 - (b) comply with its obligations under the Buyer's current environmental policy, which the Buyer must provide.
- 32.2 The Supplier must ensure that Supplier Staff are aware of the Buyer's environmental policy.
- 33. Tax**
- 33.1 The Supplier must not breach any tax or social security obligations and must enter into a binding agreement to pay any late contributions due, including where applicable, any interest or any fines. The Buyer cannot terminate the Contract where the Supplier has not paid a minor tax or social security contribution.
- 33.2 Where the Supplier or any Supplier Staff are liable to be taxed or to pay National Insurance contributions in the UK relating to payment received under the Contract, the Supplier must both:
 - (a) comply with the Income Tax (Earnings and Pensions) Act 2003 and all other statutes and regulations relating to income tax, the Social Security Contributions and Benefits Act 1992 (including IR35) and National Insurance contributions; and
 - (b) indemnify the Buyer against any Income Tax, National Insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made during or after the Term in connection with the provision of the Deliverables by the Supplier or any of the Supplier Staff.
- 33.3 If any of the Supplier Staff are Workers who receive payment relating to the Deliverables, then the Supplier must ensure that its contract with the Worker contains requirements that:
 - (a) the Buyer may, at any time during the term of the Contract, request that the Worker provides information which demonstrates they comply with clause 33.2, or why those requirements do not apply, the Buyer can specify the information the Worker must provide and the deadline for responding;
 - (b) the Worker's contract may be terminated at the Buyer's request if the Worker fails to provide the information requested by the Buyer within the time specified by the Buyer;
 - (c) the Worker's contract may be terminated at the Buyer's request if the Worker provides information which the Buyer considers isn't good enough to demonstrate how it complies with clause 33.2 or confirms that the Worker is not complying with those requirements; and
 - (d) the Buyer may supply any information they receive from the Worker to HMRC for revenue collection and management.

34. Conflict of interest

- 34.1 The Supplier must take action to ensure that neither the Supplier nor the Supplier Staff are placed in the position of an actual, potential or perceived Conflict of Interest.
- 34.2 The Supplier must promptly notify and provide details to the Buyer if an actual, potential or perceived Conflict of Interest happens or is expected to happen.
- 34.3 The Buyer will consider whether there are any appropriate measures that can be put in place to remedy an actual, perceived or potential Conflict of Interest. If, in the reasonable opinion of the Buyer, such measures do not or will not resolve an actual or potential conflict of interest, the Buyer may terminate the Contract immediately by giving notice in writing to the Supplier where there is or may be an actual or potential Conflict of Interest and clauses 11.5(a)(ii) to 11.5(a)(viii) shall apply.

35. Reporting a breach of the contract

- 35.1 As soon as it is aware of it the Supplier and Supplier Staff must report to the Buyer any actual or suspected breach of Law, clause 13.1, or clauses 28 to 34.
- 35.2 The Supplier must not retaliate against any of the Supplier Staff who in good faith reports a breach listed in clause 35.1 to the Buyer or a Prescribed Person.

36. Further Assurances

Each Party will, at the request and cost of the other Party, do all things which may be reasonably necessary to give effect to the meaning of this Contract.

37. Resolving disputes

- 37.1 If there is a dispute between the Parties, their senior representatives who have authority to settle the dispute will, within 28 days of a written request from the other Party, meet in good faith to resolve the dispute by commercial negotiation.
- 37.2 If the dispute is not resolved at that meeting, the Parties can attempt to settle it by mediation using the Centre for Effective Dispute Resolution (“CEDR”) Model Mediation Procedure current at the time of the dispute. If the Parties cannot agree on a mediator, the mediator will be nominated by CEDR. If either Party does not wish to use, or continue to use mediation, or mediation does not resolve the dispute, the dispute must be resolved using clauses 37.3 to 37.5.
- 37.3 Unless the Buyer refers the dispute to arbitration using clause 37.4, the Parties irrevocably agree that the courts of England and Wales have the exclusive jurisdiction to:
- (a) determine the dispute;
 - (b) grant interim remedies; and
 - (c) grant any other provisional or protective relief.
- 37.4 The Supplier agrees that the Buyer has the exclusive right to refer any dispute to be finally resolved by arbitration under the London Court of International Arbitration Rules current at the time of the dispute. There will be only one arbitrator. The seat or legal place of the arbitration will be London and the proceedings will be in English.

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37.5 The Buyer has the right to refer a dispute to arbitration even if the Supplier has started or has attempted to start court proceedings under clause 37.3, unless the Buyer has agreed to the court proceedings or participated in them. Even if court proceedings have started, the Parties must do everything necessary to ensure that the court proceedings are stayed in favour of any arbitration proceedings if they are started under clause 37.4.

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

38. Which law applies

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