



Department for  
International Trade

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# Contract for the Provision of Expo 2020 Dubai UK Pavilion HR Staffing Services

**23/01/2020**

[www.gov.uk/dit](http://www.gov.uk/dit)

Contract Reference DN398085

Jaggaer Code: CR\_61

# FORM OF CONTRACT

This Contract is made on 23<sup>rd</sup> January 2020

## BETWEEN:

- (1) **THE SECRETARY OF STATE FOR THE DEPARTMENT FOR INTERNATIONAL TRADE** of 3 Whitehall Place, London, SW1A 2AW (the “**Authority**”);

## AND

- (2) **ServeU LLC** whose registered office is ServeU LLC, PO Box 73302, Al Quoz Industrial Area 2, Dubai, UAE (the “**Contractor**”),

(each a “**Party**” and together the “**Parties**”).

## WHEREAS

- (a) On 30<sup>th</sup> April 2019, the Authority advertised in the Official Journal of the European Union (reference: DN398085) inviting prospective suppliers to submit proposals to deliver the Expo 2020 Dubai UK Pavilion HR Staffing Service Contract.
- (b) Following a competitive tender process, the Authority wishes to appoint the Contractor to provide HR staffing services and the Contractor agrees to provide these services in accordance with the terms and conditions set out below.

## NOW IT IS HEREBY AGREED as follows:

### 1. TERMS OF CONTRACT

#### 1.1 The “**Contract**” comprises the following:

Section 1:	Form of Contract
Section 2:	Terms and Conditions
Schedule 1:	Services
Schedule 2:	Pricing
Schedule 3:	Governance and Contract Management
Schedule 4:	Performance Management Framework
Schedule 5:	Change Control
Schedule 6:	Approved Sub-Contractor’s List
Schedule 7:	Key Personnel
Schedule 8:	Commercially Sensitive Information
Schedule 9:	Labour Guidelines Schedule
Schedule 10:	Contractor and Third-Party Software
Schedule 11:	Security Requirements, Policy and Plan
Schedule 12:	Processing, Personal Data and Data Subjects
Schedule 13:	Joint Controller Agreement
Schedule 14:	Contractor’s Proposal
Schedule 15:	Business Continuity and Disaster Recovery

- 1.2 Execution of this Contract is carried out in accordance with EU Directive 99/93 (Community framework for electronic signatures) and the Electronic Communications Act 2000. This Contract is formed on the date on which both Parties communicate acceptance of its terms on the Authority's electronic contract management system ("Jaggaer").

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## **SECTION 2:**

# **TERMS AND CONDITIONS**

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# A GENERAL PROVISIONS

## A1 Definitions and Interpretation

A1.1 In this Contract, unless otherwise provided or the context otherwise requires, the following terms shall have the meanings given to them below:

<b>“Achieved KPI”</b>	means in respect of any KPI in any month, the standard of performance actually achieved by the Contractor in the month in question (calculated and expressed in the same way as the KPI is calculated and expressed in the table set out in Annex A to Schedule 4 (Performance Management Framework));
<b>“Affected Party”</b>	means the Party seeking to claim relief under clause G3 (Force Majeure) in respect of a Force Majeure Event;
<b>“Affiliate”</b>	means in relation to a body corporate, any other entity which directly or indirectly Controls, is Controlled by, or is under direct or indirect common Control with, that body corporate from time to time;
<b>“Applicable Jurisdiction”</b>	means: (a) any jurisdiction in which the Authority or Contractor operates this Contract; or (b) any jurisdiction in which the Contractor’s Personnel work, live or operate; or (c) any jurisdiction in which the Contractor operates, works or recruits;
<b>“Approval” and “Approved”</b>	means the prior written consent of the Authority;
<b>“Assignee”</b>	has the meaning given in clause F4.9;
<b>“Associated Person”</b>	has the meaning given to it in section 44(4) of the Criminal Finances Act 2017;
<b>“Audit Agents”</b>	means: (a) the Authority’s internal and external auditors; (b) the Authority’s statutory or regulatory auditors; (c) the Comptroller and Auditor General, their staff and/or any appointed representatives of the National Audit Office; (d) HM Treasury or the Cabinet Office; (e) any party formally appointed by the Contractor to carry out audit or similar review functions; and (f) successors or assigns of any of the above.
<b>“Authority”</b>	means The Secretary of State for International Trade of 3 Whitehall Place, London, SW1A 2AW;
<b>“Authority Authorised Representative”</b>	means the person notified in writing by the Authority to the Contractor, as updated by written notification by the Authority from the Contractor from time to time;

<b>“Authority Background IPR”</b>	means: (a) Intellectual Property Rights owned by the Authority before the Effective Date, including Intellectual Property Rights contained in any of the Authority’s Know-How, documentation, processes and procedures; (b) Intellectual Property Rights created by the Authority independently of this Contract; and/or (c) Crown Copyright which is not available to the Contractor otherwise than under this Contract.
<b>“Authority Data”</b>	means: (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, and which: (i) are supplied to the Contractor by or on behalf of the Authority; or (ii) the Contractor is required to generate, process, store or transmit pursuant to this Contract; or (b) any Personal Data for which the Authority is the Data Controller;
<b>“Authority Premises”</b>	means any premises owned, occupied or controlled by the Authority or the Crown Body which are made available for use by the Contractor or its Sub-Contractors for provision of the Services;
<b>“Authority Software”</b>	means software which is owned by or licensed to the Authority (other than under or pursuant to this Contract) and which is or will be used by the Contractor for the purposes of providing the Services.
<b>“Authority System”</b>	means the Authority’s computing environment (consisting of hardware, software and/or telecommunications networks or equipment) used by the Authority or the Contractor in connection with this Contract which is owned by or licensed to the Authority by a third party and which interfaces with the Contractor System or which is necessary for the Authority to receive the Services;
<b>“BPSS”</b>	means the HMG Baseline Personnel Security Standard for Government employees;
<b>“Breach of Security”</b>	means the occurrence of unauthorised access to or use of the Premises, the Services, the Contractor System, or any ICT or data (including Authority Data) used by the Authority or the Contractor in connection with this Contract;
<b>“CCN”</b>	means a change control notice in the form set out in Schedule 5;
<b>“Central Government Body”</b>	means a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics: (a) Government Department; (b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal); (c) Non-Ministerial Department; or (d) Executive Agency.
<b>“Change in Law”</b>	means any change in Law which impacts on the supply of the Services and performance of this Contract which comes into force after the Effective Date;
<b>“Change of Control”</b>	has the meaning given in clause H1.2;

<b>“Commencement Date”</b>	means the date set out in clause B1.1;
<b>“Commercially Sensitive Information”</b>	means the information listed in Schedule 8 comprising the information of a commercially sensitive nature  which the Contractor has indicated to the Authority that, if disclosed by the Authority, would cause the Contractor significant commercial disadvantage or material financial loss;
<b>“Comparable Supply”</b>	means the supply of Services to another customer of the Contractor that are the same or similar to the Services;
<b>“Confidential Information”</b>	means all information, whether written or oral (however conveyed, recorded or preserved), providing by the disclosing party or its Personnel to the receiving Party or its Personnel and which:  (a) relates to the business, affairs, customers, clients, suppliers, personnel, developments, plans, operations, processes, product information, Intellectual Property Rights, Know-How, designs, trade secrets or software of the disclosing Party or, where the disclosing Party is the Contractor, any Affiliates of the Contractor, and where the disclosing Party is the Authority, any Central Government Body;  (b) is known by the receiving Party to be confidential;  (c) is marked as or stated to be confidential;  (d) ought reasonably to be considered by the receiving Party to be confidential;  (e) relates to discussions, negotiations and correspondence between the disclosing Party or any of its Personnel and the receiving Party or any of its Personnel in connection with this Contract; or  (f) is Personal Data,  together with information derived from the above; but not including any information  which:  (a) was public knowledge at the time of disclosure otherwise than by breach of clause E4;  (b) was in the possession of the receiving Party, without restriction as to its disclosure, before receiving it from the disclosing Party or its Personnel;  (c) is received from a third party (who lawfully acquired it) without restriction as to its disclosure; or  (d) is independently developed without access to the disclosing Party’s Confidential Information.
<b>“Contract”</b>	has the meaning given in paragraph 1.1 of the Form of Contract;
<b>“Contract Period”</b>	means the period from the Commencement Date to:  (a) the End Date; or

	(b) following an Extension, the end date of the Extension, or such earlier date of termination or partial termination of this Contract in accordance with the Law or this Contract.
<b>“Contractor’s Account Manager”</b>	means the named person accountable for day to day management of this Contract on behalf of the Contract, or such replacement person Approved by the Authority in accordance with clause B4.3;
<b>“Contractor Equipment”</b>	means the hardware, computer and telecoms devices and equipment supplied by the Contractor or its Sub-Contractor (but not hired, leased or loaned from the Authority) for the provision of the Services;
<b>“Contractor’s Proposal”</b>	means the Contractor’s proposal for the Services set out in Schedule 14;
<b>Contractor’s Remediation Plan”</b>	has the meaning given in paragraph 2.3 of Schedule 4 (Performance Management Framework);
<b>“Contract Review”</b>	means the review of the provision of the Services as detailed in Clause F2.3;
<b>“Contract Review Report”</b>	means the report that the Authority may produce following a Contract Review as described in clause F2.5;
<b>“Contractor Software”</b>	means software which is proprietary to the Contractor, including software which is or will be used by the Contractor for the purposes of providing the Services and which is set out in Schedule10;
<b>“Contractor System”</b>	means the information and communications technology system used by the Contractor in performing the Services including the Software, the Contractor Equipment and related cabling (but excluding the Authority System);
<b>“Control” or “Controlled”</b>	means  (a) the possession by a person, directly or indirectly, of the power to direct or cause the direction of the management and policies of the other person (whether through the ownership of voting shares, by contract or otherwise); and  (b) the meaning within sections 450 and 1124 of the Corporation Tax Act 2010.
<b>“Controller”</b>	has the meaning given in clause E1.1;
<b>“Copyright”</b>	has the meaning given in section 1 of Part 1 Chapter 1 of the Copyright, Designs and Patents Act 1988;
<b>“Crown”</b>	means the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Executive and the National Assembly for Wales), including, but not limited to, government ministers, government departments, and particular bodies, persons, commissions or agencies from time to time carrying out functions on its behalf;
<b>“Cyber Essentials Certificate”</b>	means the certification 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;
<b>“Cyber Essentials Data”</b>	means information as referred to in the Cyber Essentials Scheme;
<b>“Cyber Essentials Scheme”</b>	means 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. Details of the Cyber Essentials scheme can be found here:

	<a href="https://www.gov.uk/government/publications/cyber-essentials-scheme-overview">https://www.gov.uk/government/publications/cyber-essentials-scheme-overview;</a>
<b>"Data Loss Event"</b>	means any event that results, or may result, in unauthorised access to Personal Data held by the Processor under this Contract (or where the Parties are Joint Controllers, Personal Data held by the other Party under this Contract), and/or actual or potential loss and/or destruction of Personal Data in breach of this Contract, including any Personal Data Breach;
<b>"Data Protection Impact Assessment"</b>	means an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data;
<b>"Data Protection Legislation"</b>	means (i) the GDPR and any applicable national implementing Laws as amended from time to time; (ii) the DPA 2018 to the extent that it relates to processing of personal data and privacy; and (iii) all applicable Law about the processing of personal data and privacy;
<b>"Data Protection Officer"</b>	has the meaning given in clause E1.1;
<b>"Database Rights"</b>	means rights in databases as defined in section 3A of Part 1 Chapter 1 of the Copyright, Designs and Patents Act 1988;
<b>"Data Subject"</b>	has the meaning given in clause E1.1;
<b>"Data Subject Request"</b>	means a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data;
<b>"Deduction"</b>	means all Service Credits and any other deduction which is paid or is payable to the Authority under this Contract;
<b>"Default"</b>	means any breach of the obligations of the relevant Party (including abandonment of this Contract in breach of its terms) or any other default (including material default), act, omission, negligence or statement of the relevant Party or of its Personnel howsoever arising in connection with or in relation to the subject-matter of this Contract and in respect of which such Party is liable to the other;
<b>"DOTAS"</b>	means the Disclosure of Tax Avoidance Schemes rules which require a promotor of tax schemes to tell HMRC of any specified notifiable arrangements or proposals and to provide prescribed information on those arrangements or proposals within set time limits as contained in Part 7 of the Finance Act 2004 and in secondary legislation made under vires contained in Part 7 of the Finance Act 2004 and as extended to NICs by the National Insurance Contributions (Application of Part 7 of the Finance Act 2004) Regulations 2012, SI 2012/1868 made under section 132A of the Social Security Administration Act 1992;
<b>"DPA 2018"</b>	means the Data Protection Act 2018;
<b>"Effective Date"</b>	means the date on which this Contract is signed by both Parties;
<b>"EIR"</b>	means the Environmental Information Regulations 2004 (SI 2004/3391) and any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such regulations;
<b>"End Date"</b>	means the date set out in clause B1.1;
<b>"Equality and Human Rights Commission"</b>	means the UK Government body named as such as may be renamed or replaced by an equivalent body from time to time;

<b>“Equipment”</b>	means the Contractor’s equipment, consumables, plant, materials and such other items supplied and used by the Contractor in the delivery of the Services;
<b>“European Standard”</b>	means, in relation to an electronic invoice, the European standard and any of the syntaxes published in Commission Implementing Decision (EU) 2017/1870;
<b>“Exit Day”</b>	shall have the meaning in the European Union (Withdrawal) Act 2018;
<b>“Extension”</b>	has the meaning given in clause B1.2;
<b>“FOIA”</b>	means the Freedom of Information Act 2000 and any subordinate legislation made under that Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such legislation;
<b>“Force Majeure Event”</b>	means any event outside the reasonable control of either Party affecting its performance of its obligations under this Contract arising from acts, events, omissions, happenings or non-happenings beyond its reasonable control and which are not attributable to any wilful act, neglect or failure to take reasonable preventative action by that Party, including acts of God, riots, war or armed conflict, acts of terrorism, acts of government, local government or regulatory bodies, fire, flood, storm or earthquake, or disaster but excluding any industrial dispute relating to the Contractor or its Personnel or any other failure in the Supplier’s or a Sub-contractor’s supply chain;
<b>“Force Majeure Notice”</b>	means a written notice issued in accordance with clause G3.2 notifying the other Party of the occurrence of a Force Majeure Event;
<b>“Form of Contract”</b>	means section 1 of this Contract;
<b>“GDPR”</b>	means the General Data Protection Regulation ( <i>Regulation (EU) 2016/679</i> );
<b>“General Anti-Abuse Rule”</b>	means:  (a) the legislation in Part 5 of the Finance Act 2013; and  (b) any future legislation introduced into parliament to counteract tax advantages arising from abusive arrangements to avoid NICs;
<b>“General Change in Law”</b>	means a Change in Law where the change is of a general legislative nature (including taxation or duties of any sort affecting the Contractor) or which affects or relates to a Comparable Supply;
<b>“Good Industry Practice”</b>	means standards, practices, methods and procedures conforming to the Law and the exercise of the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged within the relevant industry or business sector.
<b>“Governance Board Meetings”</b>	has the meaning given in paragraph 5.1 of Schedule 3 (Governance and Contract Management);
<b>“Government Buying Standards”</b>	means the Government Buying Standards which can be found online at: <a href="https://www.gov.uk/government/collections/sustainable-procurement-the-government-buying-standards-gbs">https://www.gov.uk/government/collections/sustainable-procurement-the-government-buying-standards-gbs</a>
<b>“Halifax Abuse Principle”</b>	means the principle explained in the CJEU Case C-255/02 Halifax and others;
<b>“HMG Supplier Code of Conduct”</b>	means Her Majesty’s Government Supplier Code of Conduct which can be found online at <a href="https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/779660/20190220-Supplier_Code_of_Conduct.pdf">https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/779660/20190220-Supplier_Code_of_Conduct.pdf</a> ;
<b>“ICT”</b>	means Information Communications Technology and includes a diverse set of technological tools and resources used to communicate, and to create,

	disseminate, store and manage information, including computers, the Internet, broadcasting technologies (radio and television), and telephony;
<b>“ICT Environment”</b>	means the Authority System and the Contractor System;
<b>“Joint Controllers”</b>	means where two or more Controllers jointly determine the purposes and means of processing;
<b>“HMRC”</b>	means HM Revenue & Customs;
<b>“Impact Assessment”</b>	means an assessment of the impact of a variation request completed in good faith, including: <ul style="list-style-type: none"> <li>(a) details of the impact of the proposed variation on the Services and the Contractor’s ability to meet its other obligations under this Contract;</li> <li>(b) details of the cost of implementing the proposed variation;</li> <li>(c) details of the ongoing costs required by the proposed variation when implemented, including any increase or decrease in the Price, any alteration in the resources and/or expenditure required by either Party and any alteration to the working practices of either Party;</li> <li>(d) a timetable for the implementation, together with any proposals for the testing of the variation; and</li> <li>(e) such other information as the Authority may reasonably request in (or in response to) the variation request;</li> </ul>
<b>“Indemnified Persons”</b>	has the meaning given in E8.5(b);
<b>“Information”</b>	has the meaning given under section 84 of the FOIA;
<b>“Initial Contract Period”</b>	means the period from the Commencement Date to the End Date;
<b>“Insolvency Event”</b>	means in respect of any person: <ul style="list-style-type: none"> <li>(a) that person suspends, or threatens to suspend, payment of its debts, or is unable to pay its debts as they fall due or admits inability to pay its debts, or: <ul style="list-style-type: none"> <li>(i) (being a company or a limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, or</li> <li>(ii) (being a partnership) is deemed unable to pay its debts within the meaning of section 222 of the Insolvency Act 1986;</li> </ul> </li> <li>(b) that person commences negotiations with one or more of its creditors (using a voluntary arrangement, scheme of arrangement or otherwise) with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with one or more of its creditors or takes any step to obtain a moratorium pursuant to Section 1A and Schedule A1 of the Insolvency Act 1986 other than (in the case of a company, a limited liability partnership or a partnership) for the sole purpose of a scheme for a solvent amalgamation of that person with one or more other companies or the solvent reconstruction of that person;</li> </ul>

	<p>(c) another person becomes entitled to appoint a receiver over the assets of that person or a receiver is appointed over the assets of that person;</p> <p>(d) a creditor or encumbrancer of that person attaches or takes possession of, or a distress, execution or other such process is levied or enforced on or sued against, the whole or any part of that person's assets and such attachment or process is not discharged within 14 days;</p> <p>(e) that person suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business;</p> <p>(f) where that person is a company, a limited liability partnership or a partnership:</p> <p>(i) a petition is presented (which is not dismissed within 14 days of its service), a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that person other than for the sole purpose of a scheme for a solvent amalgamation of that person with one or more other companies or the solvent reconstruction of that person;</p> <p>(ii) an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is filed at Court or given or if an administrator is appointed, over that person;</p> <p>(iii) (being a company or a limited liability partnership) the holder of a qualifying floating charge over the assets of that person has become entitled to appoint or has appointed an administrative receiver; or</p> <p>(iv) (being a partnership) the holder of an agricultural floating charge over the assets of that person has become entitled to appoint or has appointed an agricultural receiver; or</p> <p>(g) any event occurs, or proceeding is taken, with respect to that person in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned above;</p>
<b>"IP Materials"</b>	has the meaning given in clause E8.3;
<b>"IR35"</b>	means the off-payroll rules requiring individuals who work through their company pay the same tax and NICs as an employee which can be found online at: <a href="https://www.gov.uk/guidance/ir35-find-out-if-it-applies">https://www.gov.uk/guidance/ir35-find-out-if-it-applies</a> ;
<b>"Intellectual Property Rights"</b>	<p>means;</p> <p>(a) copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trade marks, rights in internet domain names and website addresses and other rights in trade or business names, goodwill, designs, Know-How, trade secrets and other rights in Confidential Information;</p> <p>(b) applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction; and</p> <p>(c) all other rights having equivalent or similar effect in any country or</p>

	jurisdiction;
“ITEPA”	means the Income Tax (Earnings and Pensions) Act 2003;
“Key Personnel”	means those persons named in Schedule 7 as key personnel or otherwise notified as such by the Authority to the Contractor in writing;
“Know-How”	means all ideas, concepts, schemes, information, knowledge, techniques, methodology, and anything else in the nature of know-how relating to the Services but excluding know-how already in the other Party’s possession before the Effective Date;
“KPIs”	means the key performance indicators set out in the table contained in Annex A to Schedule 4 (Performance Management Framework);
“KPI Rating”	means the KPI rating of either “Red”, “Amber” or “Green” as set out in the table contained in Annex A to Schedule 4 (Performance Management Framework);
“Law”	means any law, statute, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of Section 2 of the European Communities Act 1972, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements of any regulatory body with which a Party is bound to comply;
“Losses”	means all losses, liabilities, damages, costs, expenses (including legal fees), disbursements, costs of investigation, litigation, settlement, judgment interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise and “Loss” shall be interpreted accordingly;
“Malicious Software”	means any software program or code intended to destroy, interfere with, corrupt, or cause undesired effects on program files, data or other information, executable code or application software macros, whether or not its operation is immediate or delayed, and whether the malicious software is introduced wilfully, negligently or without knowledge of its existence;
“Management Information Report”	means the report to be prepared and submitted by the Contractor in accordance with clause F2.1(b) and paragraphs 3.6 and 3.7 of Schedule 3 (Governance and Contract Management) to include a comparison of the Achieved KPIs with the Target KPIs in the month in question;
“Material Breach”	means a breach (including an anticipatory breach) that is serious in the widest sense of having a serious effect on the benefit which the Authority would otherwise derive from: <ul style="list-style-type: none"> <li>(a) a substantial portion of this Contract; or</li> <li>(b) any of the obligations set out in clauses A6, B5.4, D1, D2, D4, D5, D6, D7, E1, E2, E3, E4, E5, E6, E7, E8, E10, E11, G2.1(d), Schedule 9 (Labour Guidelines) or Schedule 11 (Security Requirements, Policy and Plan);</li> </ul>
“Month”	means a calendar month;
“NICs”	means contributions required by the National Insurance Contributions Regulations 2012 (SI 2012/1868) made under section 132A of the Social Security Administration Act 1992;
“Occasion of Tax Non-Compliance”	means: <ul style="list-style-type: none"> <li>(a) any tax return of the Contractor submitted to a Relevant Tax Authority on or after 1 October 2012 is found on or after 1 April 2013 to be incorrect as a result of: <ul style="list-style-type: none"> <li>(i) a Relevant Tax Authority successfully challenging the Contractor under the General Anti-Abuse Rule or the Halifax Abuse Principle or</li> </ul> </li> </ul>

	<p>under any tax rules or legislation that have an effect equivalent or similar to the General Anti-Abuse Rule or the Halifax Abuse Principle;</p> <p>(ii) the failure of an avoidance scheme which the Contractor was involved in, and which was, or should have been, notified to a Relevant Tax Authority under the DOTAS or any equivalent or similar regime; and/or</p> <p>(b) any tax return of the Contractor submitted to a Relevant Tax Authority on or after 1 October 2012 gives rise on or after 1 April 2013 to a criminal conviction in any jurisdiction for tax related offences which is not spent at the Effective Date or to a civil penalty for fraud or evasion;</p>
<b>“Open Book Data”</b>	<p>means complete and accurate financial and non-financial information which is sufficient to enable the Authority to verify:</p> <p>(a) the Price already paid or payable;</p> <p>(b) the Price forecast to be paid during the remainder of the Contract Period; and/or</p> <p>(c) the Contractor’s profit margin included in the Price in accordance with Schedule 2 (Pricing);</p>
<b>“Party”</b>	means a Party to this Contract;
<b>“Partial Termination”</b>	means the partial termination of this Contract pursuant to clause G3.9, H2.1 or H3.1;
<b>“Personal Data”</b>	has the meaning given in clause E1.1;
<b>“Personal Data Breach”</b>	has the meaning given in clause E1.1;
<b>“Personnel”</b>	means all directors, officers, employees, agents, consultants and contractors of a Party and/or of any Sub-contractor and/or of any Sub-Processor engaged in the performance of that Party’s obligations under this Contract;
<b>“Premises”</b>	means the location where the Services are to be supplied as set out in the Specification;
<b>“Prescribed Person”</b>	means 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: <a href="https://www.gov.uk/government/publications/blowing-the-whistle-list-of-prescribed-people-and-bodies-2/whistleblowing-list-of-prescribed-people-and-bodies">https://www.gov.uk/government/publications/blowing-the-whistle-list-of-prescribed-people-and-bodies-2/whistleblowing-list-of-prescribed-people-and-bodies</a> ;
<b>“Price”</b>	means the price (excluding any applicable VAT) payable to the Contractor by the Authority under this Contract, as set out in Schedule 2 for the full and proper performance by the Contractor of its obligations under this Contract;
<b>“Processor”</b>	has the meaning given in clause E1.1;
<b>“Prohibited Act”</b>	<p>means:</p> <p>(a) to directly or indirectly offer, promise or give any person working for or engaged by the Authority or the Crown a financial or other advantage to:</p> <p>(i) induce that person to perform improperly a relevant function or activity; or</p>

	<p>(ii) reward that person for improper performance of a relevant function or activity;</p> <p>(b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with this Contract;</p> <p>(c) committing any offence:</p> <p>(i) under the Bribery Act 2010 (or any legislation repealed or revoked by such Act);</p> <p>(ii) under legislation or common law concerning fraudulent acts (including offences by the Supplier under Part 3 of the Criminal Finances Act 2017); or</p> <p>(iii) defrauding, attempting to defraud or conspiring to defraud the Authority or the Crown;</p> <p>(d) any activity, practice or conduct which would constitute one of the offences listed under (c) above if such activity, practice or conduct has been carried out in the UK;</p>
<b>“Property”</b>	means the property, other than real property, issued or made available to the Contractor by the Authority in connection with this Contract;
<b>“Protectively Marked”</b>	has the meaning as set out in the Security Policy Framework;
<b>“Protective Measures”</b>	means appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it those outlined in Schedule 11 (Security Requirements, Policy and Plan);
<b>“Public Contracts Directive”</b>	means Directive 2014/24/EU of the European Parliament and of the Council;
<b>“Quality Standards”</b>	means: <p>(a) the quality standards published by BSI British Standards, the National Standards Body of the United Kingdom, the International Organisation for Standardization or other reputable or equivalent body (and their successor bodies) that a skilled and experienced operator in the same type of industry or business sector as the Contractor would reasonably and ordinarily be expected to comply with; and</p> <p>(b) any other standards detailed in Schedule 1 (Services).</p>
<b>“Receipt”</b>	means the physical or electronic arrival of the invoice at the address specified in clause C2.8 or at any other address given by the Authority to the Contractor for the submission of invoices from time to time;
<b>“Regulations”</b>	means the Public Contract Regulations 2015 (SI 2015/102);
<b>“Regulatory Body”</b>	means a government department and regulatory, statutory and other entities, committees, ombudsmen and bodies which, whether under statute, rules, regulations, codes of practice or otherwise, are entitled to regulate, investigate,

	or influence the matters dealt with in this Contract or any other affairs of the Authority;
<b>“Relevant Requirements”</b>	means all applicable Law relating to bribery, corruption and fraud, including the Bribery Act 2010 and any guidance issued by the Secretary of State for Justice pursuant to section 9 of the Bribery Act 2010;
<b>“Relevant Tax Authority”</b>	means HMRC or, if applicable, a tax authority in the jurisdiction in which the Contractor is established;
<b>“Replacement Contractor”</b>	means any third party supplier appointed by the Authority to supply any services which are substantially similar to any of the Services in substitution for any of the Services following the expiry, termination or Partial Termination of this Contract;
<b>“Repeat Service Failure”</b>	has the meaning given in paragraph 1.1 of Schedule 4 (Performance Management Framework);
<b>“Request for Information”</b>	has the meaning set out in the FOIA or the EIR as relevant (where the meaning set out for the term “request” shall apply);
<b>“Results”</b>	means any guidance, specifications, reports, studies, instructions, toolkits, plans, data, drawings, databases, patents, patterns, models, designs or other material which is: <ul style="list-style-type: none"> <li>(a) prepared by or for the Contractor for use in relation to the performance of its obligations under this Contract; or</li> <li>(b) the result of any work done by the Contractor, the Contractor’s Personnel or any Sub-Contractor in relation to the provision of the Services;</li> </ul>
<b>“Review Meetings”</b>	has the meaning given in paragraph 3.1 of Schedule 3 (Governance and Contract Management);
<b>“Security Plan”</b>	means the Contractor’s security plan prepared pursuant to paragraph 3 of Schedule 11 (Security Requirements, Policy and Plan);
<b>“Security Policy Framework”</b>	means the HMG Security Policy Framework which can be found online at: <a href="https://www.gov.uk/government/publications/security-policy-framework">https://www.gov.uk/government/publications/security-policy-framework</a> as updated from time to time;
<b>“Security Questionnaire”</b>	means the security questionnaire set out in Annex 1 to Schedule 11 (Security Requirements, Policy and Plan);
<b>“Security Tests”</b>	means a test of the Security Plan carried out by either the Contractor or the Authority in accordance with Schedule 11 (Security Requirements, Policy and Plan);
<b>“Services”</b>	means the services set out in Schedule 1 including any modified or alternative services;
<b>“Service Credits”</b>	means a sum which the Contractor is entitled to deduct or invoice for a Repeat Service Failure as specified in paragraph 3 of Schedule 4 (Performance Management Framework);
<b>“Software”</b>	means Contractor Software and Third-Party Software;
<b>“Specification”</b>	means the description of the Services to be supplied under this Contract as set out in Schedule 1 including, where appropriate, the Premises and the Quality Standards;
<b>“Specific Change in Law”</b>	means a Change in Law that relates specifically to the business of the Authority and which would not affect a Comparable Supply where the effect of that Specific Change in Law on the Services is not reasonably foreseeable at the Effective Date;
<b>“SSCBA”</b>	means the Social Security Contributions and Benefits Act 1992;
<b>“Storage Media”</b>	means the part of any device that is capable of storing and retrieving data;
<b>“Sub-Contract”</b>	means:

	(a) any contract or agreement (or proposed contract or agreement) between the Contractor (or a Sub-contractor) and any third party whereby that third party agrees to provide to the Contractor (or the Sub-contractor) all or any part of the Services or facilities or services which are material for the provision of the Services or any part thereof or necessary for the management, direction or control of the Services or any part thereof; and  (b) the meaning within regulation 113(11) of the Regulations;
<b>“Sub-contractor”</b>	means any third party with whom:  (a) the Contractor enters into a Sub-contract; or  (b) a third party under (a) above enters into a Sub-contract, or the servants or agents of that third party;
<b>“Sub-processor”</b>	means any third party appointed to process Personal Data on behalf of the Processor related to this Contract;
<b>“Target KPIs”</b>	means the minimum level of performance for a KPI which is required by the Authority described as a green KPI Rating in the table set out in Annex A to Schedule 4 (Performance Management Framework).
<b>“Tender”</b>	means the document submitted by the Contractor to the Authority in response to the Authority’s invitation to suppliers for formal offers to supply the Services;
<b>“TFEU”</b>	means the Treaty on the Functioning of the European Union;
<b>“Third Party IP Claim”</b>	has the meaning given to it in clause E8.7 (Intellectual Property Rights);
<b>“Third Party Software”</b>	means software which is proprietary to any third party which is or will be used by the Contractor to provide the Services which is specified as such in Schedule 10;
<b>“Treaties”</b>	means the Treaty on European Union and TFEU;
<b>“Valid Invoice”</b>	means an invoice containing the information set out in clause C2.6;
<b>“Variation”</b>	means a variation to the Specification, the Price or any of the terms or conditions of this Contract;
<b>“VAT”</b>	means value added tax charged or regulated in accordance with the provisions of the Value Added Tax Act 1994 and any tax charged on the provision of goods and services in any other applicable jurisdiction;
<b>“Working Day”</b>	means a day (other than a Saturday or Sunday) on which banks are open for general business in the City of London.

A1.2 In this Contract, unless the context otherwise requires:

- (a) words in the singular includes the plural and vice versa;
- (b) words importing the masculine include the feminine and the neuter;
- (c) unless otherwise provided, references to clauses and schedules are references to the clauses and schedules of this Contract and references in any schedule to paragraphs and annexes are, unless otherwise provided, references to the paragraphs and annexes of the schedule in which the references appear;
- (d) references to a person include an individual, company, body corporate, corporation, unincorporated association, firm, partnership or other legal entity or Central Government Body;

- (e) an obligation on the Contractor to do, or to refrain from doing, any act or thing shall include an obligation upon the Contractor to procure that all Sub-contractors and the Contractor's Personnel also do, or refrain from doing, such act or thing;
- (f) the words "other", "in particular", "for example", "including" and similar words shall not limit the generality of the preceding words and shall be construed as if they were immediately followed by the words "without limitation";
- (g) headings are included for ease of reference only and shall not affect the interpretation or construction of this Contract;
- (h) a reference to any Law includes a reference to that Law as amended, extended, consolidated or re-enacted from time to time;
- (i) any reference in this Contract which immediately before Exit Day is a reference to (as it has effect from time to time):
  - (i) any EU regulation, EU decision, EU tertiary legislation or provision of the EEA agreement ("**EU References**") which is to from part of domestic law by application of section 3 of the European Union (Withdrawal) Act 2018 and which shall be read on and after Exit 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
  - (ii) any EU institution or EU authority or other such EU body shall be read on and after Exit Day as a reference to the UK institution, authority or body to which its functions were transferred; and
- (j) references to this Contract are references to this Contract as amended from time to time.

A1.3 Where a standard, policy or document is referred to in this Contract by reference to a hyperlink, then if the hyperlink is changed or no longer provides access to the relevant standard, policy or document, the Contractor shall notify the Authority and the Authority shall provide the Contractor with a replacement hyperlink or a copy of the relevant standard, policy or document.

A1.4 If there is any conflict or inconsistency between the clauses and the schedules and/or any annexes to the schedules, the conflict shall be resolved in accordance with the following order of precedence:

- (a) the Clauses in the terms and conditions of this Contract;
- (b) Schedules 1 to 13, and 15 to 16 of this Contract; and
- (c) Schedule 14 (Contractor's Proposal) of this Contract.

A1.5 In entering into this Contract, the Authority is acting as part of the Crown.

## **A2 The Authority's Obligations**

A2.1 Save as otherwise expressly provided, the obligations of the Authority under the Contract are obligations of the Authority in its capacity as a contracting counterparty and nothing in the Contract shall operate as an obligation upon, or in any other way fetter or constrain the Authority in any other capacity, and the exercise by the Authority of its duties and powers

in any other capacity shall not lead to any liability (howsoever arising) on the part of the Authority to the Contractor.

### **A3 Contractor's Status**

- A3.1 The Contractor shall be an independent contractor and nothing in this Contract, nor any actions taken by the Parties pursuant to this Agreement, shall create a partnership, joint venture or relationship of employer and employee or principal and agent between the Parties and accordingly neither Party shall be authorised to act in the name of, or on behalf of, or otherwise bind the other Party save as expressly permitted by the terms of this Contract.
- A3.2 The Contractor shall not (and shall ensure that any other person engaged in relation to this Contract shall not) say or do anything that might lead any other person to believe that the Contractor is acting as the agent or employee of the Authority.

### **A4 Notices and Communications**

- A4.1 Subject to clause A4.3, where this Contract states that a notice or communication between the Parties must be "written" or "in writing" it is not valid unless it is made by letter (sent by hand, first class post, recorded delivery or special delivery) or by email or by communication via Jaggaer.
- A4.2 If it is not returned as undelivered a notice served:
- (a) in a letter is deemed to have been received two (2) Working Days after the day it was sent; and
  - (b) in an email is deemed to have been received four (4) hours after the time it was sent provided it was sent on a Working Day,
- or when the other Party acknowledges receipt, whichever is the earlier.
- A4.3 Notices pursuant to clauses G3 (Force Majeure), I3 (Dispute Resolution) or to terminate this Contract or any part of the Services are valid only if served in a letter by hand, recorded delivery or special delivery.
- A4.4 Notices shall be sent to the addresses set out below or at such other address as the relevant Party may give notice to the other Party for the purpose of service of notices under this Contract:

- (a) For the Authority:

Contact Name: Department for International Trade, Windsor House, 50 Victoria Street, London SW1H 0TL

[REDACTED]

[REDACTED]

- (b) For the Contractor:

Contact Name: [REDACTED]

Address: ServeU LLC, PO Box 73302, Al Quoz Industrial Area 2, Dubai, and



## **A5 Due Diligence**

A5.1 The Contractor acknowledges that:

- (a) the Authority has delivered or made available to the Contractor all of the information and documents that the Contractor considered necessary or relevant for the performance of its obligations under this Contract; and
- (b) it has made its own enquiries to satisfy itself as to the accuracy and adequacy of any information supplied to the Contractor by or on behalf of the Authority prior to the Effective Date.

A5.2 The Contractor shall not be excused from the performance of any of its obligations under this Contract, or be entitled to recover any additional costs or charges, arising as a result of its failure to either verify the accuracy and/or adequacy of any information supplied to the Contractor by or on behalf of the Authority prior to the Effective Date.

## **A6 Conflicts of Interest**

A6.1 The Contractor shall take appropriate steps to ensure that neither the Contractor nor any of its Personnel is placed in a position where, in the reasonable opinion of the Authority, there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Contractor and the duties owed to the Authority under the provisions of this Contract. The Contractor will notify the Authority without delay giving full particulars of any such conflict of interest which may arise.

A6.2 The Authority may terminate this Contract immediately by notice and/or take or require the Contractor to take such other steps it deems necessary if, in the Authority's reasonable opinion, there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Contractor and the duties owed to the Authority under the provisions of this Contract. The actions of the Authority pursuant to this clause A6 shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereafter accrue to the Authority.

## **B. THE SERVICES**

### **B1 Contract Period**

B1.1 This Contract shall come into force on 23/01/2020 (the "**Commencement Date**") and ends on 30/06/2021 (the "**End Date**") unless it is terminated early by operation of Law or in accordance with this Contract or extended in accordance with clause B1.2 of this Contract.

B1.2 The Authority may extend the Initial Contract Period for a period up to a maximum of twenty-four (24) Months from the end of the Initial Contract Period (the "**Extension**") by giving the Contractor at least ten (10) Working Days' notice before the end of the Initial Contract Period. The terms of this Contract will apply throughout the period of any Extension.

## **B2 Standard of Services**

- B2.1 The Contractor shall provide the Services from (and including) the Commencement Date for the Contract Period.
- B2.2 The Contractor shall perform its obligations under this Contract, including in relation to the provision of the Services in accordance with:
- (c) the Specification;
  - (d) the Contractor's Proposal;
  - (e) all applicable Law from time to time in force in the UK and any other Applicable Jurisdiction;
  - (f) Good Industry Practice;
  - (g) the Quality Standards;
  - (h) the HMG Supplier Code of Conduct; and
  - (i) the Government Buying Standards to the extent applicable to the Services.
- B2.3 During the Contract Period, the Contractor shall:
- (a) ensure that all the Contractor's Personnel supplying the Services do so with all reasonable skill, care and diligence and shall possess such qualifications, skills and experience as are necessary for the proper supply of the Services;
  - (b) ensure that all the Contractor's Personnel supplying the Services are properly managed and supervised;
  - (c) at all times allocate sufficient resources with the appropriate qualifications, skills and experience to provide the Services in accordance with this Contract;
  - (d) at all times hold all licences, approvals, consents and permissions (statutory, regulatory, contractual or otherwise) it requires, and which are necessary for the provision of the Services;
  - (e) where applicable, maintain accreditation with the relevant Quality Standards authorisation body;
  - (f) provide all equipment, tools, vehicles and other items and materials (or procure the provision of all equipment, tools, vehicles and other items and materials) as are required to provide the Services;
  - (g) not, in delivering the Services, in any manner endanger the safety or convenience of the public;
  - (h) co-operate with the Authority in all matters relating to the Services and comply with all the Authority's instructions;
  - (i) co-operate with any relevant third-party suppliers on all aspects connected with the delivery of the Services; and

- (j) provide the Services in such a manner as will ensure that the Achieved KPIs in respect of the Services are equal to or higher than the corresponding Target KPIs.

B2.4 If the Specification includes installation of equipment, the Contractor shall notify the Authority in writing when it has completed installation. Following receipt of such notice, the Authority shall inspect the installation and shall, by giving notice to the Contractor:

- (a) accept the installation; or
- (b) reject the installation and inform the Contractor why, in the Authority's reasonable opinion, the installation does not satisfy the Specification.

B2.5 If the Authority rejects the installation pursuant to clause B2.4(b), the Contractor shall immediately rectify or remedy any defects and if, in the Authority's reasonable opinion, the installation does not, within two (2) Working Days or such other period agreed by the Parties, satisfy the Specification, the Authority may terminate this Contract with immediate effect by notice.

B2.6 The installation shall be complete when the Contractor receives a notice issued by the Authority in accordance with clause B2.4(a). Notwithstanding acceptance of any installation in accordance with clause B2.4(a), the Contractor shall remain solely responsible for ensuring that the Services and the installation conform to the Specification. No rights of estoppel or waiver shall arise as a result of the acceptance by the Authority of the installation.

B2.7 The Contractor is responsible for the accuracy of all drawings, documentation and information supplied to the Authority by the Contractor in connection with the Services and shall pay the Authority any extra costs occasioned by any discrepancies, errors or omissions therein.

### **B3 Provision and Removal of Equipment**

B3.1 The Contractor shall provide all the Equipment and resource necessary for the supply of the Services.

B3.2 The Contractor shall not deliver any Equipment to nor begin any work on the Premises without obtaining Approval.

B3.3 All Equipment brought onto the Premises shall be at the Contractor's own risk and the Authority shall have no liability for any loss of or damage to any Equipment unless the Contractor is able to demonstrate that such loss or damage was caused or contributed to by the Authority's Default. The Contractor shall provide for the haulage or carriage thereof to the Premises and the removal of Equipment when no longer required at its sole cost.

B3.4 Unless otherwise agreed, Equipment brought onto the Premises will remain the property of the Contractor (or its licensors).

B3.5 If the cost of any Equipment is reimbursed to the Contractor such Equipment shall be the property of the Authority and shall on request be delivered to the Authority as directed by the Authority. The Contractor will keep a full and accurate inventory of such Equipment and will deliver that inventory to the Authority on request and on completion of the Services.

B3.6 The Contractor shall maintain all Equipment in a safe, serviceable and clean condition.

B3.7 The Contractor shall, at the Authority's written request, at its own expense and as soon as reasonably practicable:

- (a) remove immediately from the Premises Equipment which is, in the Authority's opinion, hazardous, noxious or not supplied in accordance with this Contract; and
- (b) replace such item with a suitable substitute item of Equipment.

B3.8 Within twenty (20) Working Days following the end of the Contract Period, the Contractor shall remove the Equipment together with any other materials used by the Contractor to supply the Services and shall leave the Premises in a clean, safe and tidy condition. The Contractor shall make good any damage to those Premises and any fixtures and fittings in the Premises which is caused by the Contractor or the Contractor's Personnel.

#### **B4 Key Personnel**

B4.1 The Contractor acknowledges that the Key Personnel are essential to the proper provision of the Services.

B4.2 The Key Personnel shall not be released from supplying the Services without the agreement of the Authority, except by reason of long-term sickness, maternity leave, paternity leave or termination of employment or other similar extenuating circumstances.

B4.3 Any replacements to the Key Personnel shall be subject to Approval. Such replacements shall be of at least equal status, experience and skills to the Key Personnel being replaced and be suitable for the responsibilities of that person in relation to the Services.

B4.4 The Contractor shall ensure that the role of any Key Personnel is not vacant for any longer than ten (10) Working Days.

B4.5 The Authority shall not unreasonably withhold its agreement under clauses B4.2 or B4.3. Such agreement shall be conditional on appropriate arrangements being made by the Contractor to minimise any adverse effect on the Services which could be caused by a change in Key Personnel.

B4.6 The Contractor shall notify the Contractor promptly of the absence of any Key Personnel (other than for short-term sickness or holidays of two (2) weeks or less, in which case the Supplier shall ensure appropriate temporary cover for that Key Personnel).

#### **B5 Contractor's Personnel**

B5.1 If the Authority reasonably believes that any of the Contractor's Personnel (including any Key Personnel) are unsuitable to undertake work in respect of this Contract, it may:

- (a) refuse admission to the relevant person(s) to the Authority's Premises;
- (b) direct the Contractor to end the involvement of the relevant person(s) in the provision of the Services;
- (c) require that the Contractor procure that any security pass issued by the Authority to any person removed under this clause B5.1 is surrendered; and/or
- (d) require that the Supplier replace any person removed under this clause B5.1 with another suitably qualified person,

and the Contractor shall comply with any request of the Authority under this clause B5.1.

B5.2 The Contractor shall:

- (a) ensure that its Personnel are suitably qualified, adequately trained and capable of providing the applicable Services in respect of which they are engaged;
- (b) at the Authority's written request, provide a list of the names and addresses of all persons who may require admission to the Authority's Premises, specifying the capacities in which they are concerned with this Contract and giving such other particulars as the Authority may reasonably request; and
- (c) procure that all the Contractor's Personnel comply with any rules, regulations and requirements reasonably specified by the Authority.

B5.3 The decision of the Authority as to whether any person is to be refused access to the Authority's Premises and as to whether the Contractor has failed to comply with clause B5.2(b) shall be final.

B5.4 The Contractor shall ensure that all Contractor's Personnel who have access to the Authority's Premises, the Authority System and/or the Authority Data have been cleared in accordance with the BPSS.

B5.5 The Contractor shall remain responsible for all acts and omission of its Personnel as if they were its own.

B5.6 The Contractor shall indemnify, and keep indemnified, the Authority against any wilful misconduct of the Contractor and its Personnel that impacts on the delivery of the Services under this Contract.

## **B6 Inspection of Premises**

B6.1 Save as the Authority may otherwise direct, the Contractor is deemed to have inspected the Premises before submitting its Tender and to have completed due diligence in relation to all matters connected with the performance of its obligations under this Contract.

## **B7 Licence to Occupy Premises**

B7.1 Any land or Premises made available from time to time to the Contractor by the Authority in connection with this Contract shall be on a non-exclusive licence basis free of charge and shall be used by the Contractor solely for the purpose of performing its obligations under this Contract. The Contractor shall have the use of such land or Premises as licensee and shall vacate the same on termination of this Contract.

B7.2 The Contractor shall limit access to the land or Premises to such Contractor's Personnel as is necessary for it to perform its obligations under this Contract and the Contractor shall co-operate (and ensure that its Personnel co-operate) with such other persons working concurrently on such land or Premises as the Authority may reasonably request.

B7.3 Should the Contractor require modifications to the Authority's Premises, such modifications shall be subject to Approval and shall be carried out by the Authority at the Contractor's expense. The Authority shall undertake approved modification work without undue delay.

B7.4 The Contractor shall (and shall ensure that any of its Personnel on the Authority's Premises shall) observe and comply with such rules, regulations and requirements (including those

relating to security arrangements) as may be in force from time to time for the conduct of personnel when on the Authority's Premises as determined by the Authority.

B7.5 The Contract does not create a tenancy of any nature whatsoever in favour of the Contractor or its Personnel and no such tenancy has or shall come into being and, notwithstanding any rights granted pursuant to this Contract, the Authority retains the right at any time to use the Premises owned or occupied by it in any manner it sees fit.

B7.6 The Contractor shall make good any damage to the Premises or any objects contained in the Premises which is caused by the Contractor or any of its Personnel, other than fair wear and tear.

## **B8 Property**

B8.1 All Property is and shall remain the property of the Authority (or its licensors) and the Contractor irrevocably licenses the Authority and its agents to enter any premises of the Contractor during normal business hours on reasonable notice to recover any such Property. The Contractor shall not in any circumstances have a lien or any other interest in the Property and the Contractor shall at all times possess the Property as fiduciary agent and bailee of the Authority. The Contractor shall take all reasonable steps to ensure that the title of the Authority to the Property and the exclusion of any such lien or other interest are brought to the notice of all Sub-Contractors and other appropriate persons and shall, at the Authority's request, store the Property separately and ensure that it is clearly identifiable as belonging to the Authority.

B8.2 The Property shall be deemed to be in good condition when received by or on behalf of the Contractor unless the Contractor notifies the Authority otherwise within 5 Working Days of receipt.

B8.3 The Contractor shall maintain the Property in good order and condition (excluding fair wear and tear), and shall use the Property solely in connection with this Contract and for no other purpose without Approval.

B8.4 The Contractor shall ensure the security of all the Property whilst in its possession, either on the Premises or elsewhere during the supply of the Services, in accordance with the Authority's reasonable security requirements as required from time to time.

B8.5 The Contractor shall be liable for, and shall reimburse the Authority for, all loss of or damage to the Property (other than deterioration resulting from normal and proper use), unless such loss or damage was caused by the Authority's negligence. The Contractor shall inform the Authority immediately of becoming aware of any defects appearing in, or losses or damage occurring to, the Property.

B8.6 The Contractor shall promptly return all Property to the Authority or as otherwise directed by the Authority on the expiry or termination of this Contract.

## **B9 Offers of Employment**

B9.1 For the Contract Period and for twelve (12) Months thereafter the Contractor shall not employ or offer employment to any of the Authority's staff who have been associated with the Services and/or this Contract without Approval.

## **C PAYMENT**

### **C1 Price**

- C1.1 In consideration of the Contractor's performance of its obligations under this Contract, the Authority shall pay the Price in accordance with clause C2 (Payment and VAT). The Price shall be the full and exclusive remuneration of the Contractor for the supply of the Services.
- C1.2 The Authority shall not pay the Contractor for time the Contractor's Personnel spent on meal or rest breaks. The Contractor is required to ensure that all its Personnel take adequate meal and rest breaks.
- C1.3 Meal and rest breaks will include breaks both in or outside an individual's workplace along with any time taken in travelling to or from the break location and/or any facilities for cleaning/changing/washing in preparation for or return from a meal or rest break.
- C1.4 Timesheets must include a minimum of thirty (30) minutes break for each shift of eight (8) hours, a minimum of forty five (45) minutes break in a shift of between eight (8) and twelve (12) hours and a minimum of one (1) hour break for a shift in excess of twelve (12) hours and the Contractor's rates and the Price must include such breaks.
- C1.5 The Authority shall not pay the Contractor's overhead costs unless specifically agreed in writing by the Authority and overhead costs shall include, without limitation; facilities, utilities, insurance, tax, head office overheads, indirect staff costs and other costs not specifically and directly ascribable solely to the provision of the Services.
- C1.6 If Schedule 2 (Pricing) expressly provides that the Authority may be charged for plant which is on standby then in circumstances where plant was waiting to be transferred between Premises or where the Authority has instructed that the plant is retained on the Premises then a standby charge of sixty per cent (60%) of agreed rates may be made in respect of such relevant periods if supported by timesheets.
- C1.7 The Authority shall pay only for the time spent by the Contractor's Personnel working on the Premises.
- C1.8 The Authority shall not pay a stand-by rate if plant is on standby because no work was being carried out on the Premises at that time or no operator or other relevant personnel were available (unless the standby is because the Contractor is awaiting licensing of the Premises on the Authority's instructions).
- C1.9 The Authority shall not pay for plant or equipment which is stood down during any notice period pursuant to clauses H1, H2, H3 and/or H4 and the Contractor shall mitigate such costs as far as is reasonably possible, for example, by reutilising the Contractor's Personnel, plant, materials and services on other contracts.
- C1.10 The Contractor may claim expenses only if they are clearly identified, supported by original receipts and Approved.

### **C2 Payment and VAT**

- C2.1 The Contractor shall submit invoices to the Authority in accordance with clause C1 (Price), this clause C2 and Schedule 2 (Pricing).

- C2.2 The Authority shall, in addition to the Price and following Receipt of a Valid Invoice, pay the Contractor a sum equal to the VAT chargeable in respect of the Services supplied in accordance with this Contract.
- C2.3 The Contractor shall add Dubai GST at 5% to the price as applicable, and shall show the amount of GST payable separately on all invoices, which should have the name and address of the contractor, as an extra charge. If the Contractor fails to show VAT on an invoice, the Authority will not, at any later date, be liable to pay the Contractor any additional VAT.
- C2.4 The Contractor shall indemnify the Authority on a continuing basis against any liability, including any interest, penalties or costs incurred, which is levied, demanded or assessed on the Authority at any time in respect of the Contractor's failure to account for, or to pay, any VAT relating to payments made to the Contractor under this Contract. Any amounts due under this clause C2.4 shall be paid by the Contractor to the Authority not less than five (5) Working Days before the date upon which the tax or other liability is payable by the Authority.
- C2.5 All Contractor invoices shall be expressed in pound sterling (GBP).
- C2.6 Invoices for the procurement of goods, should be made in pound sterling based on the prevailing exchange rate (spot rate) of the day.
- C2.7 Valid Invoices shall include:
- (a) the Contractor's full name, address and title of this Contract;
  - (b) the Purchase Order number;
  - (c) the amount payable and invoice period;
  - (d) the Services supplied in the invoice period and any milestone against which payment is being requested;
  - (e) the Open Book Data which is sufficient to enable the Authority to verify the amount payable;
  - (f) any Deductions which have accrued;
- and, if requested by the Authority:
- (g) timesheets for the Contractor's Personnel engaged in providing the Services signed and dated by the Authority's representative on the Premises on the day;
  - (h) the name of the individuals to whom the timesheet relates and hourly rates for each;
  - (i) identification of which individuals are Contractor's personnel, and which are Sub-Contractors;
  - (j) the address of the Premises and the date on which work was undertaken;
  - (k) the time spent working on the Premises by the individuals concerned;
  - (l) details of the type of work undertaken by the individuals concerned;

- (m) details of plant or materials operated and on standby;
- (n) separate identification of time spent travelling and/or meal or rest breaks; and
- (o) where appropriate, details of journeys made, and distances travelled.
- (p) evidence of exchange rate and source of exchange

C2.8 The Authority shall accept for processing any electronic invoice that complies with the European Standard, provided that it is a Valid Invoice and undisputed.

C2.9 The Contractor shall submit invoices for payment to:



C2.10 The Authority shall pay the Contractor all invoiced amounts no later than thirty (30) days after verifying that it is a Valid Invoice and undisputed.

C2.11 If the Authority fails to consider and verify an invoice in a timely fashion the invoice shall be regarded as a Valid Invoice and undisputed for the purpose of clause C2.9 after a reasonable time has passed.

C2.12 If there is a dispute between the Parties as to the amount invoiced, the Authority shall pay any amount invoiced which is undisputed. The Contractor shall not suspend the supply of the Services unless the Contractor is entitled to terminate this Contract for a failure to pay undisputed sums in accordance with clause H2.2. Any disputed amounts shall be resolved through the dispute resolution procedure detailed in clause I3 (Dispute Resolution).

C2.13 If the Authority pays the Contractor prior to the submission of a Valid Invoice this payment shall be on account of and deductible from the next payment to be made.

C2.14 If any overpayment has been made or the payment or any part is not supported by a Valid Invoice the Authority may recover this payment against future invoices raised or directly from the Contractor. All payments made by the Authority to the Contractor shall be on an interim basis pending final resolution of an account with the Contractor in accordance with the terms of this clause C2.

C2.15 Any late payment by the Authority of any undisputed amount properly invoiced under this Contract will be subject to interest on the overdue amount at the applicable rate under the Late Payment of Commercial Debts (Interest) Act 1998, accruing on a daily basis from the due date up to the date of actual payment.

C2.16 Where the Contractor enters into a Sub-contract, the Contractor shall include in that Sub-contract:

- (a) provisions having the same effect as clauses C2.9 to C2.10 of this Contract;

- (b) a provision giving the Authority a right to publish the Contractor's compliance with its obligation to pay undisputed invoices within thirty (30) days of verifying that an invoice is valid and undisputed; and
- (c) a provision requiring the counterparty to that Sub-contract to include in any Sub-contract which it awards provisions having the same effect as clauses C2.9, C2.10 and C2.15 of this Contract.

C2.17 The Contractor shall:

- (a) pay any undisputed sums which are due from it to a Sub-contractor in relation to this Contract within thirty (30) days of verifying that the invoice is valid and undisputed; and
- (b) notify the Authority of any failure to comply with its obligations under clause C2.16(a).

C2.18 Notwithstanding any provision of clause E4 (Confidential Information), if the Contractor notifies the Authority that it has failed to pay a Sub-contractor's invoice within thirty (30) days of verifying that invoice as valid and undisputed, or the Authority otherwise discovers the same, the Authority shall be entitled to publish the details of the late or non-payment (including on government websites and in the press).

### **C3 Recovery of Sums Due**

C3.1 If under this Contract any sum of money is recoverable from or payable by the Contractor to the Authority (including any sum which the Contractor is liable to pay to the Authority in respect of any breach of this Contract), the Authority may unilaterally deduct that sum from any sum then due, or which at any later time may become due to the Contractor from the Authority under this Contract or under any other agreement with the Authority or the Crown.

C3.2 Any overpayment by either Party, whether of the Price or of VAT or otherwise, shall be a sum of money recoverable by the Party who made the overpayment from the Party in receipt of the overpayment.

C3.3 The Contractor shall make all payments due to the Authority without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Contractor has a valid court order requiring an amount equal to such deduction to be paid by the Authority to the Contractor.

C3.4 All payments due shall be made within a reasonable time unless otherwise specified in this Contract, in cleared funds, to such bank or building society account as the recipient Party may from time to time direct.

### **C4 Price during Extension**

C4.1 Subject to Schedule 2 (Pricing) and clause F6 (Variation), the Price shall apply for the Initial Contract Period and until the end date of any Extension or such earlier date of termination or Partial Termination of this Contract in accordance with the Law or this Contract.

### **C5 Sponsorship Arrangements**

C5.1 The Authority reserves the right to explore sponsorship arrangements with third parties for goods or services which the Contractor is required to provide under this Contract.

C5.2 Where such sponsorship arrangements can be secured the Authority will discuss such proposed arrangements with the Contractor and the impact of any such proposals on the Price before finalising any sponsorship arrangements.

C5.3 The Parties shall record any changes to the Price agreed in accordance with clause C5.2 via a Change Control Notice (CCN).

## **D STATUTORY OBLIGATIONS**

### **D1 Prevention of Fraud, Bribery and Corruption**

D1.1 The Contractor represents and warrants that neither it, nor to the best of its knowledge any of its Personnel, have at any time prior to the Effective Date:

- (a) committed a Prohibited Act or been formally notified that it is subject to an investigation or prosecution which relates to an alleged Prohibited Act; and/or
- (b) been listed by any government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or contracts on the grounds of a Prohibited Act.

D1.2 The Contractor shall not during the Contract Period:

- (a) commit a Prohibited Act or any other criminal offence in regulation 57(1) and 57(2) of the Regulations; or
- (b) do or allow anything to be done which would cause the Authority or any of its Personnel to contravene any of the Relevant Requirements or otherwise incur any liability in relation to the Relevant Requirements.

D1.3 The Contractor shall, during the Contract Period:

- (a) establish, maintain and enforce, and require that its Sub-Contractors establish, maintain and enforce, policies and procedures which are adequate to ensure compliance with the Relevant Requirements and prevent the occurrence of a Prohibited Act;
- (b) keep full records to demonstrate its compliance with its obligations under clause D1.3(a) and make such records available to the Authority on request;
- (a) have in place reasonable prevention measures (as defined in sections 45(3) and 46(4) of the Criminal Finance Act 2017) to ensure that Associated Persons of the Contractor do not commit tax evasion facilitation offences as defined under that Act; and
- (b) take account of any guidance about preventing facilitation of tax evasion offences which may be published and updated in accordance with section 47 of the Criminal Finances Act 2017.

D1.4 The Contractor shall immediately notify the Authority in writing if it becomes aware of any breach of clauses D1.1 and/or D1.2, or has reason to believe that it has or any of its Personnel have:

- (a) been subject to an investigation or prosecution which relates to an alleged Prohibited Act;
- (b) been listed by any government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or contracts on the grounds of a Prohibited Act; or
- (c) received a request or demand for any undue financial or other advantage of any kind in connection with the performance of this Contract or otherwise suspects that any person directly or indirectly connected with this Contract has committed or attempted to commit a Prohibited Act.

D1.5 In any notice the Contractor gives pursuant to clause D1.4, it must specify:

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

D1.6 If the Contractor notifies the Authority pursuant to clause D1.4, the Contractor shall respond promptly to the Authority's enquiries, co-operate with any investigation, and allow the Authority to audit any books, records and/or any other relevant documentation.

D1.7 If the Contractor engages in conduct in breach of this clause D1 in relation to this Contract or any other contract with the Crown (including the Authority), the Authority may by notice:

- (a) require the Contractor to remove from performance of this Contract any of its Personnel whose acts or omissions have caused the breach; or
- (b) immediately terminate this Contract.

D1.8 Any notice served by the Authority under clause D1.7 shall specify the nature of the Prohibited Act, the identity of the party who the Authority believes has committed the Prohibited Act and the action that the Authority has taken (including, where relevant, the date on which this Contract shall terminate).

## **D2 Discrimination**

D2.1 The Contractor shall:

- (a) perform its obligations under this Contract in accordance with:
  - i) all applicable equality Law (whether in relation to race, sex, gender reassignment, age, disability, sexual orientation, religion or belief, pregnancy maternity or otherwise);
  - ii) the Authority's equality and diversity policy as given to the Contractor from time to time;
  - iii) any other requirements and instructions which the Authority reasonably imposes in connection with any equality obligations imposed on the Authority at any time under applicable equality Law; and

- (b) take all necessary steps and inform the Authority of the steps taken to prevent unlawful discrimination designated as such by any court or tribunal, or the Equality and Human Rights Commission (or any successor organisation).

### **D3 Rights of Third Parties**

- D3.1 The provisions of clause E8.5 confer benefits on persons named in such provisions (together "**Third Party Provisions**") other than the Parties (each person a "**Third Party Beneficiary**") and are intended to be enforceable by Third Party Beneficiaries by virtue of the Contracts (Rights of Third Parties) Act 1999 ("**CRTPA**").
- D3.2 Subject to clause D3.1, a person who is not a Party has no right under the CRTPA to enforce any provisions of this Contract but this does not affect any right or remedy of any person which exists or is available otherwise than pursuant to the CRTPA and does not apply to the Crown.
- D3.3 No Third Party Beneficiary may enforce or take steps to enforce any Third Party Provision without Approval.
- D3.4 Any amendments to this Contract may be made by the Parties without the consent of any Third Party Beneficiary.

### **D4 Health and Safety**

- D4.1 The Contractor shall perform its obligations under this Contract in accordance with:
  - (a) all applicable Law in the UK and any other Applicable Jurisdiction regarding health and safety; and
  - (b) the Authority's health and safety policy while at the Authority's Premises.
- D4.2 Each Party shall notify the other as soon as practicable of any health and safety incidents or material health and safety hazards which it becomes aware and which relate to or arise in connection with the performance of this Contract. The Contractor shall instruct its Personnel to adopt any necessary associated safety measures in order to manage any such material health and safety hazards.

### **D5 Labour Guidelines and Workers Welfare**

- D5.1 The Contractor shall comply with the labour and workers Welfare guidelines set out in Schedule 9.

### **D6 Agency Workers Regulations**

- D6.1 The Contractor shall at all times comply with all requirements under the Agency Workers Regulations 2011.
- D6.2 The Contractor shall indemnify, and keep indemnified, the Authority against any Losses that may arise as a result of any claims brought against the Authority under the Agency Workers Regulations 2011 by any agency worker engaged by the Contractor to deliver the Services to the Authority under this Contract.

## **D7 Compliance with Laws**

- D7.1 The Contractor and the Contractor's Personnel shall report to the Authority any actual or suspected breach of any applicable Law in the UK and any other Applicable Jurisdiction.
- D7.2 The Contractor must not retaliate against any of the Contractor's Personnel who in good faith reports a breach pursuant to clause D7.1 to the Authority or a Prescribed Person.
- D7.3 The Contractor shall indemnify, and keep indemnified, the Authority against any Losses resulting from any Default by the Contractor to comply with any applicable Law in the UK and any other Applicable Jurisdiction.

## **E PROTECTION OF INFORMATION**

### **E1 Authority Data**

- E1.1 For the purposes of clauses E1 and E2, the terms "**Controller**", "**Processor**", "**Data Subject**", "**Personal Data**", "**Personal Data Breach**" and "**Data Protection Officer**" take the meaning given in the GDPR.
- E1.2 The Contractor shall not delete or remove any proprietary or security notices contained within or relating to the Authority Data.
- E1.3 The Contractor shall not store, copy, disclose, or use the Authority Data except as necessary for the performance by the Contractor of its obligations under this Contract or as otherwise expressly authorised in writing by the Authority.
- E1.4 To the extent that Authority Data is held and/or processed by the Contractor, the Contractor shall supply Authority Data to the Authority as requested by the Authority in the format specified in the Specification.
- E1.5 The Contractor shall preserve the integrity of Authority Data and prevent the corruption or loss of Authority Data.
- E1.6 The Contractor shall perform secure back-ups of all Authority Data and shall ensure that up-to-date back-ups are stored securely off-site. The Contractor shall ensure that such back-ups are made available to the Authority immediately upon request.
- E1.7 The Contractor shall ensure that any system on which the Contractor holds any Authority Data, including back-up data, is a secure system that complies with the Security Policy Framework.
- E1.8 The Contractor shall ensure the security of all Authority Data is maintained in line with the Security Policy Framework when the Contractor and/or its Personnel handles it.
- E1.9 If any Authority Data is corrupted, lost or sufficiently degraded as a result of the Contractor's Default so as to be unusable, the Authority may:
  - (a) require the Contractor (at the Contractor's expense) to restore or procure the restoration of Authority Data and the Contractor shall do so promptly but no later than five (5) Working Days from the date that the Contractor became aware of the issue; and/or

- (b) itself restore or procure the restoration of Authority Data and shall be repaid by the Contractor any reasonable expenses incurred in doing so.

E1.10 If at any time the Contractor suspects or has reason to believe that either (a) any Authority Data has or may become corrupted, lost or sufficiently degraded in any way for any reason, or (b) there has been any breach of the Security Policy Framework, then the Contractor shall notify the Authority immediately and inform the Authority of the remedial action the Contractor proposes to take.

E1.11 The Contractor shall securely destroy all Storage Media that has held Authority Data at the end of life of that media using Good Industry Practice.

## **E2 DATA PROTECTION**

E2.1 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 this Contract will determine the status of each Party under the Data Protection Legislation. A Party may act as:

- (a) Controller (where the other Party acts as the Processor);
- (b) Processor (where the other Party acts as the Controller);
- (c) Joint Controller (where both Parties are considered to jointly control the same Personal Data),

and the Parties shall set out in Schedule 12 which scenario or scenarios are intended to apply under this Contract.

E2.2 Where a Party is a Processor, the only processing that it is authorised to do is listed in Schedule 12 by the Controller.

E2.3 The Processor shall notify the Controller immediately if it considers that any of the Controller's instructions infringe the Data Protection Legislation.

E2.4 The Processor shall provide all reasonable assistance to the Controller in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Controller, include:

- (a) a systematic description of the envisaged processing operations and the purpose of the processing;
- (b) an assessment of the necessity and proportionality of the processing operations in relation to the Services;
- (c) an assessment of the risks to the rights and freedoms of Data Subjects; and
- (d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.

E2.5 The Processor shall, in relation to any Personal Data processed in connection with its obligations under this Contract:

- (a) process that Personal Data only in accordance with Schedule 12, unless the Processor is required to do otherwise by Law. If it is so required the Processor shall promptly notify the Controller before processing the Personal Data unless prohibited by Law;
- (b) ensure that it has in place Protective Measures, which are appropriate to protect against a Data Loss Event, which the Controller may reasonably reject (but failure to reject shall not amount to approval by the Controller of the adequacy of the Protective Measures), having taken account of the:
  - (i) nature of the data to be protected;
  - (ii) harm that might result from a Data Loss Event;
  - (iii) state of technological development; and
  - (iv) cost of implementing any measures;
- (c) ensure that:
  - (i) the Processor's Personnel do not process Personal Data except in accordance with this Contract (and in particular Schedule 12);
  - (ii) it takes all reasonable steps to ensure the reliability and integrity of any of its Personnel who have access to the Personal Data and ensure that they:
    - (A) are aware of and comply with the Processor's duties under this clause E2 and clause E4 (Confidential Information);
    - (B) are subject to appropriate confidentiality undertakings with the Processor or any Sub-processor;
    - (C) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Controller or as otherwise permitted by this Contract; and
    - (D) have undergone adequate training in the use, care, protection and handling of Personal Data; and
- (d) 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:
  - (i) the Controller or the Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or DPA 2018 Section 75) as determined by the Controller;
  - (ii) the Data Subject has enforceable rights and effective legal remedies;
  - (iii) the Processor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Controller in meeting its obligations); and
  - (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; and
- (e) at the written direction of the Controller, delete or return Personal Data (and any copies of it) to the Controller on termination of this Contract unless the Processor is required by Law to retain the Personal Data.

E2.6 Subject to clause E2.7, the Processor shall notify the Controller immediately if it:

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

- (b) receives a request to rectify, block or erase any Personal Data;
- (c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
- (d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Contract;
- (e) receives a request from any third party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
- (f) becomes aware of a Data Loss Event.

E2.7 The Processor's obligation to notify under clause E2.6 shall include the provision of further information to the Controller in phases, as details become available.

E2.8 Taking into account the nature of the processing, the Processor shall provide the Controller with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under clause E2.6 (and insofar as possible within the timescales reasonably required by the Controller) including by promptly providing:

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

E2.9 The Processor shall maintain complete and accurate records and information to demonstrate its compliance with this clause E2. This requirement does not apply where the Processor employs fewer than 250 staff, unless:

- (a) the Controller determines that the processing is not occasional;
- (b) the Controller determines the processing includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR; or
- (c) the Controller determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.

E2.10 The Processor shall allow for audits of its data processing activity by the Controller or the Controller's designated auditor.

E2.11 Each Party shall designate its own Data Protection Officer if required by the Data Protection Legislation.

- E2.12 Before allowing any Sub-processor to process any Personal Data related to this Contract, the Processor must:
- (a) notify the Controller in writing of the intended Sub-processor and processing;
  - (b) obtain the written consent of the Controller;
  - (c) enter into a written agreement with the Sub-processor which give effect to the terms set out in this clause E2 such that they apply to the Sub-processor; and
  - (d) provide the Controller with such information regarding the Sub-processor as the Controller may reasonably require.
- E2.13 The Processor shall remain fully liable for all acts or omissions of any Sub-processor.
- E2.14 The Authority may, at any time on not less than thirty (30) Working Days' notice, revise this clause E2 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to this Contract).
- E2.15 The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Authority may on not less than thirty (30) Working Days' notice to the Contractor amend this Contract to ensure that it complies with any guidance issued by the Information Commissioner's Office.
- E2.16 In the event that the Parties are Joint Controllers in respect of Personal Data under this Contract, the Parties shall implement clauses that are necessary to comply with GDPR Article 26 based on the terms set out in Schedule 13.
- E2.17 The Contractor shall indemnify, and keep indemnified, the Authority against any and all Losses incurred by the Authority as a result of the Contractor's Default under clause E1, clause E2 and/or any Data Protection Legislation.

### **E3 Official Secrets Acts and Finance Act**

- E3.1 The Contractor shall comply with, and shall ensure that its Personnel shall comply with, the provisions of:
- (a) the Official Secrets Acts 1911 to 1989; and
  - (b) section 182 of the Finance Act 1989.

### **E4 Confidential Information**

- E4.1 Except to the extent set out in this clause E4 or if disclosure or publication is expressly permitted elsewhere in this Contract, each Party shall:
- (a) treat all Confidential Information belonging to the other Party as confidential and keep such information in secure custody (which is appropriate depending upon the form in which such information is stored and the nature of the Confidential Information);
  - (b) not disclose any Confidential Information belonging to the other Party to any other person without the other Party's prior written permission, except to such persons and

to such extent as may be necessary for the performance of the Party's obligations, or the exercise of the Party's rights, under this Contract;

- (c) not use or exploit Confidential Information belonging to the other Party in any way without the other Party's prior written permission, except to such extent as may be necessary for the performance of the Party's obligations, or the exercise of the Party's rights, under this Contract; and
- (d) immediately notify the disclosing Party if it suspects or becomes aware of any unauthorised access, copying, use or disclosure of the disclosing Party's Confidential Information.

E4.2 Clause E4.1 shall not apply to the extent that:

- (a) such disclosure is required by applicable Law, including any requirements for disclosure under the FOIA or the EIR, or by a court of competent jurisdiction or for the purposes of complying with regulatory requirements;
- (b) such information was in the possession of the Party making the disclosure without obligation of confidentiality prior to its disclosure by the other Party;
- (c) such information was obtained from a third party without obligation of confidentiality;
- (d) such information was already in the public domain at the time of disclosure otherwise than by a breach of this Contract;
- (e) such information was independently developed without access to the other Party's Confidential Information; or
- (f) such disclosure is to the Serious Fraud Office where the Party has reasonable grounds to believe that the other Party is involved in activity that may constitute a criminal offence under the Bribery Act 2010.

E4.3 Where the receiving Party is the Contractor, Clause E4.1 shall not apply to the extent that such disclosure is:

- (a) to its Personnel who are directly involved in the provision of the Services and need to know the Confidential Information to enable performance of the Contractor's obligations under this Contract;
- (b) to its auditors; or
- (c) to its professional advisers for the purposes of obtaining advice in relation to this Contract; and

where the Contractor discloses Confidential Information of the Authority pursuant to this clause E4.3, it shall remain responsible at all times for compliance with the confidentiality obligations set out in this Contract by the persons to whom the disclosure has been made.

E4.4 Where the receiving Party is the Authority, Clause E4.1 shall not apply to the extent that such disclosure is:

- (a) on a confidential basis to any other Central Government Body, any successor body to a Central Government Body or any body (including any private sector body) to which the Authority transfers or proposes to transfer all or any part of its functions;
- (b) on a confidential basis to its auditors, professional advisers or to the Personnel of the Authority, or to the employees, agents, professional advisers, consultants or contractors of any body described in clause E4.4(a);
- (c) to Parliament and Parliamentary Committees or if required by any Parliamentary reporting requirement;
- (d) to the extent that the Authority (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions;
- (e) where the need for such disclosure arises out of or in connection with:
  - (i) any legal challenge or potential legal challenge against the Authority arising out of, or in connection with, this Contract;
  - (ii) the examination and certification of the Authority's accounts (provided that the disclosure is made on a confidential basis);
  - (iii) any examination pursuant to section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Authority is making use of any Services provided under this Contract;
  - (iv) the conduct of a Central Government Body review in respect of this Contract;

and for the purposes of this clause E4.4, references to disclosure on a confidential basis shall mean disclosure subject to a confidentiality agreement or arrangement containing terms no less stringent than those placed on the Authority under this clause E4.

- E4.5 If the receiving Party is required by Law to make a disclosure of Confidential Information, the receiving Party shall as soon as reasonably practicable and to the extent permitted by Law notify the disclosing Party of the full circumstances of the required disclosure including the relevant Law and/or regulatory body requiring such disclosure and the Confidential Information to which such disclosure would apply.
- E4.6 The Parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA and/or the EIRs, the content of this Contract is not Confidential Information and the Contractor hereby gives its consent for the Authority to publish the whole of this Contract to the general public (but with any information which is exempt from disclosure in accordance with the provisions of the FOIA and/or the EIRs redacted) including from time any changes agreed to this Contract from time to time.
- E4.7 The Authority may consult with the Contractor to inform its decision regarding any redactions to the content of this Contract prior to publication in accordance with clause E4.6 but shall have the final decision in its absolute discretion whether any of the content of this Contract is exempt from disclosure in accordance with the provisions of the FOIA and/or the EIRs. The Contractor shall provide all necessary assistance and co-operation as reasonably requested by the Authority to enable the Authority to publish this Contract.
- E4.8 Nothing in this clause E4 shall prevent either Party from using any techniques, ideas or Know-How gained during the performance of its obligations under this Contract in the course of its normal business, to the extent that this does not result in a disclosure of the other Party's Confidential Information or an infringement of the other Party's Intellectual Property Rights.

- E4.9 If the Contractor does not comply with its obligations under this clause E4 the Authority may terminate this Contract immediately on written notice to the Contractor.
- E4.10 In order to ensure that no unauthorised person gains access to any Confidential Information, the Contractor shall maintain adequate security arrangements that meet the requirements of professional standards and best practice.
- E4.11 The Contractor will immediately notify the Authority of any breach of security in relation to Confidential Information and will keep a record of such breaches. The Contractor will use its best endeavours to recover such Confidential Information however it may be recorded. The Contractor will co-operate with the Authority in any investigation as a result of any breach of security in relation to Confidential Information.
- E4.12 The Contractor shall, at its own expense, alter any security systems at any time during the Contract Period at the Authority's request if the Authority reasonably believes the Contractor has failed to comply with clause E4.10.

## **E5 Freedom of Information**

- E5.1 The Contractor acknowledges that the Authority is subject to the requirements of the FOIA and the EIR and shall:
- (a) provide all necessary assistance as reasonably requested by the Authority to enable the Authority to comply with its obligations under the FOIA and EIR;
  - (b) transfer to the Authority all Requests for Information relating to this Contract that it receives as soon as practicable and in any event within two (2) Working Days of receipt;
  - (c) provide the Authority with a copy of all Information belonging to the Authority requested in the Request for Information which is in the Contractor's possession or control in the form that the Authority requires within five (5) Working Days (or such other period as the Authority may specify) of the Authority's request for such Information; and
  - (d) not respond directly to a Request for Information unless authorised to do so in writing by the Authority.
- E5.2 The Contractor acknowledges that the Authority may be required under the FOIA and the EIRs to disclose Information concerning the Contractor or the Services (including the Commercially Sensitive Information) without consulting or obtaining consent from the Contractor. In these circumstances the Authority shall, in accordance with any relevant guidance issued under the FOIA and/or the EIRs, take reasonable steps, where it is permissible and reasonably practicable, to give the Contractor advance notice, or failing that, to draw the disclosure to the Contractor's attention after any such disclosure.
- E5.3 Notwithstanding any other provision in this Contract or any other agreement, the Authority shall be responsible for determining in its absolute discretion whether the Commercially Sensitive Information and any other Information is exempt from disclosure in accordance with the provisions of the FOIA and/or the EIR.

## **E6 Publicity, Media and Official Enquiries**

- E6.1 The Contractor shall not, and shall take reasonable steps to ensure that its Personnel shall not, make any press announcement or publicise this Contract or any part thereof in any way, except with the prior written consent of the Authority.

E6.2 The Contractor shall not use the Authority's names, crests, logos or trademarks in any promotion or marketing without the Authority's prior written consent.

## **E7 Security**

E7.1 The Authority shall be responsible for maintaining the security of the Authority's Premises in accordance with its standard security requirements. The Contractor shall comply with all security requirements of the Authority while on the Authority's Premises and shall ensure that all its Personnel comply with such requirements.

E7.2 The Authority shall give the Contractor upon request copies of its written security procedures.

E7.3 The Contractor shall, as an enduring obligation during the Contract Period, use the latest versions of anti-virus definitions available from an industry accepted anti-virus software vendor to check for and delete Malicious Software from the ICT Environment.

E7.4 Notwithstanding clause E7.3, if Malicious Software is found, the Parties shall co-operate to reduce the effect of the Malicious Software and, particularly if Malicious Software causes loss of operational efficiency or loss or corruption of the Authority Data, assist each other to mitigate any such loss or corruption and to restore the provision of the Services to their desired operating efficiency.

E7.5 Any cost arising out of the actions of the Parties taken in compliance with clause E7.4 shall be borne by the Parties as follows:

- (a) by the Contractor where the Malicious Software originates from the Contractor Software, the Third-Party Software or the Authority Data (whilst the Authority Data was under the control of the Contractor); and
- (b) by the Authority if the Malicious Software originates from the Authority Software or the Authority Data (whilst the Authority Data was under the control of the Authority).

## **E8 Intellectual Property Rights**

E8.1 All Intellectual Property Rights in the Authority Background IPRs shall remain the property of the Authority (or its licensors).

E8.2 The Authority hereby grants (or shall procure that its licensors shall grant) the Contractor a royalty-free, non-exclusive, worldwide and non-transferable licence to use the Authority Background IPRs and the IP Materials during the Contract Period for the sole purpose of enabling the Contractor to perform its obligations under this Contract, including (but not limited to) the right to grant sub-licences to Sub-contractors provided that:

- (a) any relevant Sub-contractor has entered into a confidentiality undertaking with the Contractor on the same terms as set out in clause E4 (Confidential Information); and
- (b) the sub-licence is on terms no broader than those granted to the Contractor under this clause E8.2.

E8.3 All Intellectual Property Rights in:

- (a) the Results; or

- (b) any guidance, specifications, reports, studies, instructions, toolkits, plans, data, drawings, databases, patents, patterns, models, designs or other material which is furnished to or made available to the Contractor by or on behalf of the Authority (together with the Results, the "**IP Materials**"),

shall vest in the Authority (save for Copyright and Database Rights which shall vest in Her Majesty the Queen) and the Contractor shall not, and shall ensure that its Personnel shall not, use or disclose any IP Materials without Approval save to the extent necessary for performance by the Contractor of its obligations under this Contract.

E8.4 The Contractor hereby assigns:

- (a) to the Authority, with full title guarantee and free from all third-party rights, all Intellectual Property Rights (save for Copyright and Database Rights) which may subsist in the IP Materials prepared in accordance with clause E8.3. This assignment shall take effect on the date of this Contract or (in the case of rights arising after the date of this Contract) as a present assignment of future rights that will take effect immediately on the coming into existence of the Intellectual Property Rights produced by the Contractor; and
- (b) to Her Majesty the Queen, with full title guarantee, all Copyright and Database Rights which may subsist in the IP Materials prepared in accordance with clause E8.3,

and shall execute all documents and do all acts as are necessary to execute these assignments.

E8.5 The Contractor shall:

- (a) waive or procure a waiver of any moral rights held by it or any third party in copyright material arising as a result of this Contract or the performance of its obligations under this Contract;
- (b) ensure that the third party owner of any Intellectual Property Rights that are or which may be used to perform the Services grants to the Authority a non-exclusive licence or, if itself a licensee of those rights, shall grant to the Authority an authorised sub-licence, to use, reproduce, modify, develop and maintain the Intellectual Property Rights in the same. Such licence or sub-licence shall be non-exclusive, perpetual, royalty-free, worldwide and irrevocable and shall include the right for the Authority to sub-license, transfer, novate or assign to other Central Government Bodies, the Crown, the Replacement Contractor, any body (including private sector body) which performs or carries on any of the functions and/or activities that previously had been performed and/or carried on by the Authority or to any other third party supplying goods and/or services to the Authority ("**Indemnified Persons**");
- (c) not infringe any Intellectual Property Rights of any third party in supplying the Services; and
- (d) during and after the Contract Period, indemnify and keep indemnified the Authority and the Indemnified Persons from and against all actions, suits, claims, demands, charges and Losses which the Authority or the Indemnified Persons may suffer or incur as a result of or in connection with any breach of this clause E8.5, except to the extent that any such claim results directly from:
  - (i) items or materials based upon designs supplied by the Authority; or

- (ii) the use of data supplied by the Authority which is not required to be verified by the Contractor under any provision of this Contract.

E8.6 The Authority shall notify the Contractor in writing of any claim or demand brought against the Authority for infringement or alleged infringement of any Intellectual Property Right in materials supplied and/or licensed by the Contractor to the Authority pursuant to this Contract.

E8.7 The Contractor shall at its own expense conduct all negotiations and any litigation arising in connection with any claim, demand or action by any third party for infringement or alleged infringement of any third party Intellectual Property Rights (whether by the Authority, the Contractor or Indemnified Person) arising from the performance of the Contractor's obligations under this Contract ("**Third Party IP Claim**"), provided that the Contractor shall at all times:

- (a) consult the Authority on all material issues which arise during the conduct of such litigation and negotiations;
- (b) take due and proper account of the interests of the Authority; and
- (c) not settle or compromise any claim without Approval (not to be unreasonably withheld or delayed).

E8.8 The Authority shall at the request of the Contractor afford to the Contractor all reasonable assistance for the purpose of contesting any Third Party IP Claim and the Contractor shall indemnify the Authority for all costs and expenses (including, but not limited to, legal costs and disbursements) incurred in doing so. The Contractor shall not be required to indemnify the Authority under this clause E8.8 in relation to any costs and expenses to the extent that such arise directly from the matters referred to in clauses E8.5(d)(i) and E8.5(d)(ii).

E8.9 The Authority shall not, without the Contractor's consent, make any admissions which may be prejudicial to the defence or settlement of any Third-Party IP Claim.

E8.10 If any Third Party IP Claim is made or in the reasonable opinion of the Contractor is likely to be made, the Contractor shall notify the Authority and any relevant Indemnified Person, and shall (without prejudice to the rights of the Authority under clauses E8.5(b) and G2.1(i)), at its own expense and subject to Approval (not to be unreasonably withheld or delayed), use its best endeavours to:

- (a) modify any or all of the Services without reducing the performance or functionality of the same, or substitute alternative services of equivalent performance and functionality, so as to avoid the infringement or the alleged infringement; or
- (b) procure a licence to use the Intellectual Property Rights and supply the Services which are the subject of the alleged infringement, on terms which are acceptable to the Authority,

and if the Contractor is unable to comply with clauses E8.10(a) or (b) within twenty (20) Working Days of receipt by the Authority of the Contractor's notification the Authority may terminate this Contract immediately by notice to the Contractor.

E8.11 The Contractor grants to the Authority and, if requested by the Authority, to a Replacement Contractor, a royalty-free, perpetual, irrevocable, worldwide, non-exclusive, assignable licence (with a right to sub-license) to use, reproduce, modify, develop and maintain any Intellectual Property Rights that the Contractor owned or developed prior to the

Commencement Date and which the Authority (or the Replacement Contractor) requires in order for the Authority to exercise its rights under, and receive the benefit of, this Contract (including, without limitation, the Services).

- E8.12 The Parties agree that the Contractor Software and the Third-Party Software shall be used in the provision of the Services in accordance with the licence terms set out in Schedule 10 (Contractor and Third Party Software).

## **E9 Records and Audit**

- E9.1 The Contractor shall keep and maintain until seven (7) years after the end of the Contract Period, or as long a period as may be agreed between the Parties, full and accurate records of this Contract including the Services supplied under it, the Open Book Data, all expenditure reimbursed by the Authority, and all payments made by the Authority. The Contractor shall on request afford the Authority or the Authority's representatives such access to those records as may be requested by the Authority in connection with this Contract.
- E9.2 The Contractor agrees to make available to the Authority, free of charge, whenever requested, copies of audit reports obtained by the Contractor in relation to the Services.
- E9.3 The Contractor, acting by itself or through its Audit Agents, shall have the right, during the Contract Period and for a period of eighteen (18) months after the expiry or termination of this Contract, to conduct audits of the Contractor and/or its Sub-contractors to assess compliance by the Contractor and/or its Sub-contractors with the Contractor's obligations under this Contract, including for the following purposes:
- (a) to verify the accuracy of the Price payable by the Authority under this Contract (including proposed or actual variations to the Price);
  - (b) to verify the costs of the Contractor (including amounts paid to all Sub-contractors and any third-party suppliers) in connection with the provision of the Services;
  - (c) to verify the Supplier's and each Sub-contractor's compliance with applicable Law in the UK and any other Applicable Jurisdiction;
  - (d) to identify or investigate any circumstances which may impact upon the financial stability of the Contractor and/or any Sub-contractors or their ability to provide the Services;
  - (e) to obtain such information as is necessary to fulfil the Contractor's obligations to supply information for parliamentary, ministerial, judicial or administrative purposes;
  - (f) to carry out the Authority's internal and statutory audits and to prepare, examine and/or certify the Authority's annual and interim reports and accounts;
  - (g) to 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 Authority has used its resources;
  - (h) to verify the accuracy and completeness of any reports delivered or required by this Contract;
  - (i) to review any records relating to the Contractor's performance of the Services; and

- (j) for the purposes set out under clause E2.10 or paragraphs 3.1(j) and 3.5 of Schedule 9 (Labour Guidelines).
- E9.4 Except where an audit is imposed on the Authority by a regulatory body, required by applicable Law or where the Authority has reasonable grounds for believing that the Contractor and/or any Sub-contractor has not complied with the Contractor's obligations under this Contract, the Authority may not conduct an audit of the Contractor or any Sub-contractor more than twice in any calendar year.
- E9.5 The Authority shall use its reasonable endeavours to ensure that the conduct of each audit does not unreasonably disrupt the Contractor, or any Sub-contractor, or delay the provision of the Services.
- E9.6 Subject to the Authority's obligations of confidentiality under clause E4, the Contractor shall, on demand, provide the Authority and the Audit Agents with all reasonable co-operation and assistance (and shall procure such co-operation and assistance from its Sub-contractors) in relation to each audit, including:
- (a) all information requested by the Authority and the Audit Agents within the scope of the audit permitted by this Contract;
  - (b) reasonable access to any sites and to any equipment used (whether exclusively or non-exclusively) in the performance of the Services; and
  - (c) access to the Contractor's Personnel.
- E9.7 The Authority shall endeavour to (but is not obliged to) provide at least fifteen (15) Working Days' notice of its intention or, where possible, a Regulatory Body's intention, to conduct an audit.
- E9.8 The Parties agree that they shall bear their own respective costs and expenses incurred in respect of compliance with their obligations under clauses E9.3 to E9.9, unless the audit identifies a Material Breach by the Contractor to perform its obligations under this Contract, in which case the Contractor shall reimburse the Authority for all the Authority's reasonable costs and expenses incurred in connection with the audit.
- E9.9 If an audit undertaken pursuant to clause E9.3 identified that:
- (a) the Contractor has failed to perform its obligations under this Contract, the Authority may (without prejudice to any other rights and remedies the Authority may have) require the Contractor to prepare a remedial plan for the Authority's Approval. When the Authority receives a requested remedial plan, it can either (a) reject the remedial plan giving reasons, or (b) accept the remedial plan and the Contractor must immediately implement the remedial plan at its own cost, unless agreed otherwise by the Parties. Where the remedial plan is rejected, the Authority may request that the Contractor provides a revised remedial plan within five (5) Working Days and the Authority shall consider the revised remedial plan in accordance with this clause E9.9(a);
  - (b) the Authority has overpaid on the Price, the Contractor shall pay the Authority (i) the amount overpaid within thirty (30) days; and (ii) interest on the amount overpaid at the applicable rate under the Late Payment of Commercial Debts (Interest) Act 1998, accruing on a daily basis from the date of overpayment by the Authority up to the date

of repayment by the Contractor. The Customer may, at its option, deduct the relevant amount from the Price pursuant to clause C3.1 (Recovery of Sums Due); and

- (c) the Authority has underpaid the Price, the Contractor shall not be entitled to increase the Price paid or payable by the Authority.

## **E10 Tax Compliance**

E10.1 If, at any point during the Contract Period, an Occasion of Tax Non-Compliance occurs, the Contractor shall:

- (a) notify the Authority in writing of such fact within five (5) Working Days of its occurrence; and
- (b) promptly give the Authority:
  - (i) details of the steps it is taking to address the Occasion of Tax Non-Compliance and to prevent the same from recurring, together with any mitigating factors it considers relevant; and
  - (ii) such other information in relation to the Occasion of Tax Non-Compliance as the Authority may reasonably require.

E10.2 If the Contractor or any of its Personnel are liable to be taxed in the UK or any Applicable Jurisdiction or to pay NICs in respect of consideration received under this Contract, the Contractor shall:

- (a) at all times comply with ITEPA and all other statutes and regulations relating to income tax, and SSCBA (including IR35) and all other statutes and regulations relating to NICs, in respect of that consideration; and
- (b) indemnify the Authority against any income tax, NICs and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made during or after the Contract Period in connection with the provision of the Services by the Contractor or any of its Personnel.

## **E11 Cyber Essentials Scheme**

E11.1 Where the Authority notifies the Contractor that the award of this Contract shall be conditional upon receipt of a valid Cyber Essentials Certificate or equivalent, then on or prior to the execution of this Contract the Contractor shall deliver to the Authority evidence of a valid Cyber Essentials Certificate or equivalent.

E11.2 Where the Contractor continues to process Cyber Essentials Data during the Contract Period the Contractor shall deliver to the Authority evidence of renewal of a valid Cyber Essentials Certificate or equivalent on each anniversary of the first Cyber Essentials Certificate obtained by the Contractor under Clause E11.1.

E11.3 Where the Contractor is due to process Cyber Essentials Data after the Commencement Date but before the End Date, the Contractor shall deliver to the Authority evidence of:

- (a) a valid Cyber Essentials Certificate or equivalent (before the Contractor processes any such Cyber Essentials Data); and

- (b) renewal of a valid Cyber Essentials Certificate or equivalent on each anniversary of the first Cyber Essentials Certificate obtained by the Contractor under Clause E11.3(a).

E11.4 In the event that the Contractor fails to comply with Clauses E11.2 or E11.3 (as applicable), the Authority reserves the right to terminate this Contract for Material Breach.

## **F. CONTROL OF THE CONTRACT**

### **F1 Failure to meet Requirements**

F1.1 If the Authority informs the Contractor in writing that the Authority reasonably believes that any part of the Services do not meet the requirements of this Contract or differs in any way from those requirements, and this is not as a result of a default by the Authority, the Contractor shall at its own expense re-schedule and carry out the Services in accordance with the requirements of this Contract within such reasonable time as may be specified by the Authority.

### **F2 Monitoring of Contract Performance**

F2.1 The Contractor shall:

- (a) attend meetings with the Authority in accordance with the details set out in Schedule 3 (Governance and Contract Management) and shall ensure that its representatives are suitably qualified to attend such meetings; and
- (b) submit reports to the Authority in accordance with the details set out in Schedule 3 (Governance and Contract Management).

F2.2 The Contractor shall immediately inform the Authority if any of the Services are not being or are unable to be performed, the reasons for non-performance, any corrective action and the date by which that action will be completed.

F2.3 The Authority shall carry out a review of the performance of the Contractor as detailed in Schedule 3 (“**Contract Review**”). Without prejudice to the generality of the foregoing, the Authority may in respect of the period under review consider such items as (but not limited to):

- (a) the Contractor’s delivery of the Services;
- (b) the Contractor’s contribution to innovation;
- (c) whether the Services provide the Authority with best value for money;
- (d) consideration of any changes which may need to be made to the Services;
- (e) a review of future requirements in relation to the Services; and
- (f) progress against key milestones.

F2.4 The Contractor shall provide at its own cost any assistance reasonably required by the Authority to perform such Contract Reviews including the provision of data and information.

- F2.5 The Authority may produce a report (a "**Contract Review Report**") detailing the results of each Contract Review stating any areas of exceptional performance and areas for improvement in the provision of the Services and where there is any shortfall in any aspect of performance reviewed as against the Authority's expectations and the Contractor's obligations under this Contract.
- F2.6 The Authority shall give the Contractor a copy of the Contract Review Report (if applicable). The Authority shall consider any Contractor comments and may produce a revised Contract Review Report.
- F2.7 The Contractor shall, within ten (10) Working Days of receipt of the Contract Review Report (revised as appropriate) provide the Authority with a plan to remedy any underperformance and implement improvements identified by the Contract Review Report.
- F2.8 Actions required to resolve underperformance and implement improvements (either as a consequence of the Contractor's failure to meet its obligations under this Contract identified by the Contract Review Report, or those which result from the Contractor's failure to meet the Authority's expectations notified to the Contractor or of which the Contractor ought reasonably to have been aware) shall be implemented at no extra charge to the Authority.

### **F3 Remedies for inadequate performance**

- F3.1 If the Authority reasonably believes the Contractor has committed a Material Breach it may, without prejudice to its rights under clause H2 (Termination on Default), do any of the following:
- (a) without terminating this Contract, itself supply or procure the supply of all or part of the Services until such time as the Contractor has demonstrated to the Authority's reasonable satisfaction that the Contractor will be able to supply the Services in accordance with the Specification;
  - (b) without terminating the whole of this Contract, terminate this Contract in respect of part of the Services only (whereupon a corresponding reduction in the Price shall be made) and thereafter itself supply or procure a third party to supply such part of the Services;
  - (c) withhold or reduce payments to the Contractor in such amount as the Authority reasonably deems appropriate in each particular case; and/or
  - (d) terminate this Contract in accordance with clause H2.
- F3.2 Without prejudice to its right under clause C3 (Recovery of Sums Due), the Authority may charge the Contractor for any costs reasonably incurred and any reasonable administration costs in respect of the supply of any part of the Services by the Authority or a third party to the extent that such costs exceed the payment which would otherwise have been payable to the Contractor for such part of the Services.
- F3.3 If the Authority reasonably believes the Contractor has failed to supply all or any part of the Services in accordance with this Contract, professional or industry practice which could reasonably be expected of a competent and suitably qualified person, or any legislative or regulatory requirement, the Authority may give the Contractor notice specifying the way in which its performance falls short of the requirements of this Contract or is otherwise unsatisfactory.

- F3.4 If the Contractor has been notified of a failure in accordance with clause F3.3 the Authority may:
- (a) direct the Contractor to identify and remedy the failure within such time as may be specified by the Authority and to apply all such additional resources as are necessary to remedy that failure at no additional charge to the Authority within the specified timescale; and/or
  - (b) withhold or reduce payments to the Contractor in such amount as the Authority deems appropriate in each particular case until such failure has been remedied to the satisfaction of the Authority.
- F3.5 If the Contractor has been notified of a failure in accordance with clause F3.3, it shall:
- (a) use all reasonable endeavours to immediately minimise the impact of such failure to the Authority and to prevent such failure from recurring; and
  - (b) immediately give the Authority such information as the Authority may request regarding what measures are being taken to comply with its obligations under this clause F3.5 and the progress of those measures until resolved to the satisfaction of the Authority.
- F3.6 If, having been notified of any failure, the Contractor fails to remedy it in accordance with clause F3.5 within the time specified by the Authority, the Authority may treat the continuing failure as a Material Breach and may terminate this Contract immediately on notice to the Contractor.

#### **F4 Transfer and Sub-Contracting**

- F4.1 Except where clauses F4.9 and F4.10 both apply, the Contractor shall not transfer, charge, assign, sub-contract, novate or in any other way dispose of the benefit and/or the burden of this Contract or any part of it without Approval. The Authority may, in the granting of such Approval provide for additional terms and conditions relating to such transfer, charge, assignment, sub-contract, novation or disposal.
- F4.2 The appointment of any Sub-contractor shall not relieve the Contractor of any of its obligations or duties under this Contract. The Contractor shall be responsible for the acts and/or omissions of its Sub-Contractors as though they are its own.
- F4.3 As at the Effective Date, the Authority consents to the appointment of the Sub-contractors listed in Schedule 6 (Approved Sub-contractor's List).
- F4.4 The Contractor shall ensure that its Sub-Contractors and suppliers retain all records relating to the Services for at least seven (7) years from the date of their creation and make them available to the Authority on request in accordance with the provisions of clause E9 (Records and Audit). If any Sub-Contractor or supplier does not allow the Authority access to the records, then the Authority shall have no obligation to pay any claim or invoice made by the Contractor on the basis of such documents or work carried out by the Sub-Contractor or supplier.
- F4.5 If the Authority has consented to the award of a Sub-Contract, the Contractor shall ensure that:

- (a) the Sub-Contract contains a right for the Contractor to terminate the Sub-Contract if the Sub-Contractor does not comply in the performance of the Sub-contract with legal obligations in environmental, social or labour law;
- (b) it complies with its obligations under clauses C2.15, E2.12(c) and paragraph 3.1(d) of Schedule 9 (Labour Guidelines); and
- (c) copies of each Sub-Contract shall, at the request of the Authority, be sent by the Contractor to the Authority promptly following any such request.

F4.6 If the Authority believes there are:

- (a) compulsory grounds for excluding a Sub-Contractor pursuant to regulation 57 of the Regulations, the Contractor shall replace or not appoint the Sub-Contractor; or
- (b) non-compulsory grounds for excluding a Sub-Contractor pursuant to regulation 57 of the Regulations, the Authority may require the Contractor to replace or not appoint the Sub-Contractor and the Contractor shall comply with such requirement.

F4.7 At the Authority's request, the Contractor must terminate any Sub-contract in any of the following events:

- (a) the Sub-contractor undergoes a change of Control;
- (b) the acts or omissions of the Sub-contractor have caused or materially contributed to a right of termination under clause H2.1 or H4.1;
- (c) the Sub-contractor or its Affiliates embarrasses or brings into disrepute or diminishes the public trust in the Authority;
- (d) the Sub-contractor has failed to comply in the performance of its Sub-contract with legal obligations in the fields of environmental, social or labour law; and/or
- (e) the Authority has found grounds for exclusion of the Sub-contractor under regulation 57 of the Regulations.

F4.8 The Contractor shall notify the Authority as soon as practicable after it becomes aware of any change of Control as referred to in clause F4.7(a) or any potential such change of Control.

F4.9 Notwithstanding clause F4.1, the Contractor may assign to a third party (the "**Assignee**") the right to receive payment of the Price or any part thereof due to the Contractor (including any interest which the Authority incurs under clause C2 (Payment and VAT)). Any assignment under this clause F4.9 shall be subject to:

- (a) reduction of any sums in respect of which the Authority exercises its right of recovery under clause C3 (Recovery of Sums Due);
- (b) all related rights of the Authority under this Contract in relation to the recovery of sums due but unpaid; and
- (c) the Authority receiving notification under both clauses F4.10 and F4.11.

- F4.10 If the Contractor assigns the right to receive the Price or any part thereof under clause F4.9, the Contractor shall notify the Authority in writing of the assignment and the date upon which the assignment becomes effective.
- F4.11 The Contractor shall ensure that the Assignee notifies the Authority of the Assignee's contact information and bank account details to which the Authority shall make payment.
- F4.12 The provisions of clause C2 (Payment and VAT) shall continue to apply in all other respects after the assignment and shall not be amended without Approval.
- F4.13 Subject to clause F4.14, the Authority may at its discretion assign, novate or otherwise dispose of any or all of its rights, obligations and liabilities under this Contract and/or any associated licences to:
- (a) any Central Government Body; or
  - (b) a body other than a Central Government Body (including any private sector body) which performs any of the functions that had previously been performed by the Authority,
- and the Contractor shall, at the Authority's request, enter into a novation agreement in such form as the Authority shall reasonably specify in order to enable the Authority to exercise its rights pursuant to this clause F4.13.
- F4.14 A change in the legal status of the Authority such that it ceases to be a Central Government Body shall not, subject to clause F4.15, affect the validity of this Contract and this Contract shall bind and inure to the benefit of any successor body to the Authority.
- F4.15 If any of the rights, obligations or liabilities under this Contract are assigned, novated or otherwise disposed of pursuant to clause F4.13 to a body which is not a Central Government Body or if a body which is not a Central Government Body succeeds the Authority (in the remainder of this clause both such bodies being referred to as a "**Successor Body**"), the rights of termination of the Authority in clause H1.1 shall be available to the Contractor in respect of the Successor Body (as if references in clause H1.1 to the Contractor were references to the Successor Body).
- F4.16 Each Party shall at its own cost and expense carry out, or use all reasonable endeavours to ensure the carrying out of, whatever further actions (including the execution of further documents) the other Party reasonably requires from time to time for the purpose of giving that other Party the full benefit of the provisions of this Contract.

## **F5 Waiver**

- F5.1 The failure of either Party to insist upon strict performance of any provision of this Contract, or the failure of either Party to exercise, or any delay in exercising, any right or remedy provided under this Contract or by law shall not constitute a waiver of that right or remedy and shall not cause a diminution of the obligations established by this Contract.
- F5.2 No waiver shall be effective unless it is expressly stated to be a waiver and communicated to the other Party in writing in accordance with clause A4 (Notices and Communications).
- F5.3 A waiver of any right or remedy arising from a breach of contract shall not constitute a waiver of any right or remedy arising from any other or subsequent breach of this Contract.

## **F6 Variation**

- F6.1 Either Party can request a Variation to this Contract which is only effective if it is recorded in a validly executed CCN.
- F6.2 The Contractor must provide an Impact Assessment either:
- (a) with the CCN, where the Contractor requests the Variation; or
  - (b) within the time limits included in a CCN, where the Authority requests the Variation.
- F6.3 If the Variation to this Contract cannot be agreed or resolved by the Parties, the Authority can either:
- (a) agree that this Contract continues without Variation;
  - (b) terminate this Contract unless the Contractor has already provided part or all of the Services, or where the Contractor can show evidence of substantial work being carried out to provide them; or
  - (c) refer the dispute to be resolved through the dispute resolution procedure detailed in clause I3 (Dispute Resolution).
- F6.4 The Authority is not required to accept a Variation request made by the Contractor.
- F6.5 If there is a General Change in Law, the Contractor must bear the risk of the change and is not entitled to ask for an increase to the Price.
- F6.6 If there is a Specific Change in Law or one is likely to happen during the Contract Period, the Contractor must give the Authority notice of the likely effects of the change as soon as reasonably practical. The Contractor must also inform the Authority if they consider that any Variation is needed either to the Services or the Price and provide evidence: (i) that the Contractor has kept costs as low as possible, including Sub-contractor costs; and (ii) of how it has affected the Contractor's costs.
- F6.7 Any change in the Price or relief from the Contractor's obligations resulting from a Specific Change in Law must be implemented using clauses F6.1 to F6.6.
- F6.8 This clause F6 (Variation) shall not apply to changes to Schedule 3 (Governance and Contract Management). Any changes to Schedule 3 shall be dealt with in accordance with paragraph 1.4 of that Schedule.
- F6.9 Subject to clauses F6.8 and F6.11, no Variation will take effect unless and until it is recorded in a validly executed CCN. Execution of a CCN is made via electronic signature as described in paragraph 1.2 of the Form of Contract.
- F6.10 A CCN takes effect on the date on which both Parties communicate acceptance of the CCN via Jaggaer. On the date the Contractor communicates acceptance of the CCN in this way, the Contractor is deemed to warrant and represent that the CCN has been executed by a duly authorised representative of the Contractor in addition to the warranties and representations set out in clause G2 (Warranties and Representations).

F6.11 The provisions of clauses F6.1, F6.8 and F6.9 may be superseded in an emergency if it is not practicable to execute a CCN within the time necessary to address the emergency. In an emergency, Variations may be approved by the Parties in writing. However, the Authority shall have the right to review such a Variation and require a CCN to be entered into on a retrospective basis which may itself vary the emergency Variation.

## **F7 Severance**

F7.1 If any provision of this Contract is prohibited by law or judged by a court of competent jurisdiction to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from this Contract and rendered ineffective as far as possible without modifying the remaining provisions of this Contract, and shall not in any way affect the validity and/or enforceability of the remaining provisions of this Contract.

## **F8 Remedies Cumulative**

F8.1 Except as otherwise expressly provided in this Contract all remedies available to either Party for breach of this Contract (whether under this Contract, statute or common law) are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.

## **F9 Entire Agreement**

F9.1 This Contract constitutes the entire agreement between the Parties in respect of its subject matter and supersedes and replaces any prior written or oral agreements, representations or understandings between them in relation to its subject matter. The Parties confirm that they have not entered into this Contract on the basis of any warranty, promise or representation that is not expressly incorporated into this Contract. Nothing in this clause F9.1 shall exclude liability for fraud or fraudulent misrepresentation.

## **F10 Counterparts**

F10.1 This Contract may be executed in counterparts, each of which when executed and delivered shall constitute an original but all counterparts together shall constitute one and the same instrument.

# **G LIABILITIES**

## **G1 Liability, Indemnity and Insurance**

G1.1 Nothing in this Contract shall be construed to limit or exclude either Party's liability for:

- (a) death or personal injury caused by its negligence or that of its Personnel;
- (b) fraud or fraudulent misrepresentation by it or that of its Personnel;
- (c) any breach of any obligations as to title implied by section 2 of the Supply of Goods and Services Act 1982 or section 12 of the Sale of Goods Act 1979; or
- (d) any other matter which, by Law, may not be limited or excluded.

G1.2 Subject to clauses G1.3 and G1.6, the Contractor shall indemnify the Authority and keep the Authority indemnified fully against all claims, proceedings, demands, charges, actions, damages, costs, breach of statutory duty, expenses and any other liabilities which may arise

out of the supply, or the late or purported supply, of the Services or the performance or non-performance by the Contractor of its obligations under this Contract or the presence of the Contractor or any of its Personnel on the Premises, including in respect of any death or personal injury, loss of or damage to property, financial loss arising from any advice given or omitted to be given by the Contractor, or any other loss which is caused directly by any act or omission of the Contractor.

**G1.3** Subject always to clauses G1.1 and G1.5:

- (a) the aggregate liability of the Contractor in respect of all Losses incurred by the Authority howsoever arising under or in connection with this Contract, whether arising from breach of this Contract, the supply of, or failure to supply, the Services, misrepresentation (whether tortious or statutory), tort (including negligence), breach of statutory duty or otherwise, shall in no event exceed ten million pounds sterling (£10,000,000); and
- (b) except in the case of claims arising under clauses B5.4, B5.6, D6, D7, E1, E2, E4, E7, E8.5(d), E8.8, E10.2, H5.1 and G2.1(d), in no event shall the Contractor be liable to the Authority for any:
  - (i) loss of profits;
  - (ii) loss of business;
  - (iii) loss of revenue;
  - (iv) loss of or damage to goodwill;
  - (v) loss of savings (whether anticipated or otherwise); and/or
  - (vi) any indirect, special or consequential loss or damage.

**G1.4** Subject always to clause G1.1:

- (a) the aggregate liability of the Authority in respect of all Losses incurred by the Contractor howsoever arising under or in connection with this Contract, whether arising from breach of this Contract, misrepresentation (whether tortious or statutory), tort (including negligence), breach of statutory duty or otherwise, shall in no event exceed a sum equal to 125% of the Price paid and payable to the Contractor for the Contract Period; and
- (b) in no event shall the Authority be liable to the Contractor for any:
  - (i) loss of profits;
  - (ii) loss of business;
  - (iii) loss of revenue;
  - (iv) loss of or damage to goodwill;
  - (v) loss of savings (whether anticipated or otherwise); and/or
  - (vi) any indirect, special or consequential loss or damage.

- G1.5 The Contractor's liability:
- (a) under the indemnities in clauses B5.6, D6.2, D7.3, E2.17, E8.5(d), E8.8 and E10.2 shall be unlimited; and
  - (b) for claims arising under clauses B5.4, B5.6, E1, E2, E4, E7, H5.1 and G2.1(d) are unlimited.
- G1.6 The Contractor shall not be responsible for any injury, loss, damage, cost or expense under this Contract if and to the extent that it is caused by the negligence or wilful misconduct of the Authority or by breach by the Authority of its obligations under this Contract.
- G1.7 The Authority may recover from the Contractor the following losses incurred by the Authority to the extent they arise as a result of a Default by the Contractor:
- (a) any additional operational and/or administrative costs and expenses incurred by the Authority, including costs relating to time spent by or on behalf of the Authority in dealing with the consequences of the Default;
  - (b) any wasted expenditure or charges;
  - (c) the additional costs of procuring a Replacement Contractor for the remainder of the Contract Period and/or replacement deliverables which shall include any incremental costs associated with the Replacement Contractor and/or replacement deliverables above those which would have been payable under this Contract;
  - (d) any compensation or interest paid to a third party by the Authority; and
  - (e) any fine or penalty incurred by the Authority pursuant to Law and any costs incurred by the Authority in defending any proceedings which result in such fine or penalty.
- G1.8 Each Party shall at all times take all reasonable steps to minimise and mitigate any loss or damage arising out of or in connection with this Contract.
- G1.9 When calculating the Contractor's liability under clause G1.3, the following items will not be taken into consideration:
- (a) Deductions; and
  - (b) any items specified in clause G1.5.
- G1.10 Unless otherwise specified by the Authority, the Contractor shall, with effect from the Commencement Date, at its own cost take out and maintain with insurers of good financial standing and good repute in the international insurance market, a policy or policies of insurance providing as a minimum the levels of cover required by the Expo Insurance Requirements. The levels of cover maintained by the Contractor shall be adequate to cover all risks which may be incurred by the Contractor, arising out of the Contractor's performance of its obligations under this Contract, including death or personal injury, loss of or damage to property or any other loss. Such policies shall include cover in respect of any financial loss arising from any advice given or omitted to be given by the Contractor. Such insurance shall be maintained for the duration of the Contract Period and for a minimum of six (6) years following the End Date.

- G1.11 The Contractor shall give the Authority, on request, copies of all insurance policies it is required to hold pursuant to clause G1.10 or a broker's verification of insurance to demonstrate that the appropriate cover is in place and meet in full the requirements of clause G1.10, together with receipts or other evidence of payment of the latest premiums due under those policies.
- G1.12 If the Contractor does not give effect to and maintain the insurances required by the provisions of this Contract, the Authority may make alternative arrangements to protect its interests and may recover the costs of such arrangements from the Contractor.
- G1.13 The provisions of any insurance or the amount of cover shall not relieve the Contractor of any liabilities under this Contract.
- G1.14 The Contractor shall not take any action or fail to take any action, or (to the extent that it is reasonably within its power) permit anything to occur in relation to the Contractor or the provision of the Services, which would entitle any insurer to refuse to pay any claim under any insurance policy in which the Contractor is an insured, a co-insured or additional insured person.

## **G2 Warranties and Representations**

- G2.1 The Contractor warrants and represents on the Effective Date and for the Contract Period that:
- (a) it is validly incorporated, organised and subsisting in accordance with the Laws of its place of incorporation;
  - (b) it has full capacity and authority and all necessary rights, authorisations, consents, licenses and permissions to enter into and perform its obligations under this Contract and that this Contract is executed by a duly authorised representative of the Contractor;
  - (c) in entering this Contract it has not committed any Prohibited Act;
  - (d) as at the Effective Date, all statements and representations contained in the Tender and any other documents or written submissions made by the Contractor to the Authority as part of the procurement process remains true, accurate and not misleading, save as may have been specifically disclosed in writing to the Authority prior to execution of this Contract and in addition, that it will advise the Authority of any fact, matter or circumstance of which it may become aware which would render such information to be false or misleading;
  - (e) there are no known legal or regulatory actions or investigations before any court, administrative body or arbitration pending or threatened against it or any of its assets, or its Affiliates or any of their assets, which will or might have an adverse effect on its ability to perform its obligations under this Contract;
  - (f) it is not subject to any contractual obligation, compliance with which is likely to have a material adverse effect on its ability to perform its obligations under this Contract;
  - (g) no proceedings or other steps have been taken and not discharged (nor, to the best of its knowledge, are threatened) for the winding up of the Contractor or for its dissolution or for the appointment of a receiver, administrative receiver, liquidator, manager, administrator or similar officer in relation to any of the Contractor's assets or revenue;

- (h) within the previous twelve (12) months, no Insolvency Event has occurred or is subsisting and there are currently no matters that it is aware of that could cause an Insolvency Event to occur or subsist;
- (i) it owns, or has obtained or is able to obtain valid licences for, all Intellectual Property Rights that are necessary for the performance of its obligations under this Contract;
- (j) any person engaged by the Contractor shall be engaged on terms which do not entitle them to any Intellectual Property Right in any IP Materials;
- (k) it has and shall continue to have all necessary rights in any Software made available by the Contractor (and/or any Sub-contractor) to the Authority which are necessary for the performance of the Contractor's obligations under this Contract;

in the three (3) years (or period of existence where the Contractor has not been in existence for three (3) years) prior to the date of this Contract:

- (i) it has conducted all financial accounting and reporting activities in compliance in all material respects with the generally accepted accounting principles that apply to it in any country where it files accounts;
- (ii) it has been in full compliance with all applicable securities and tax laws and regulations in the jurisdiction in which it is established; and
- (iii) it has not done or omitted to do anything which could have a material adverse effect on its assets, financial condition or position as an ongoing business concern or its ability to fulfil its obligations under this Contract;
- (m) it has and will continue to hold all necessary (if any) regulatory approvals from the Regulatory Bodies necessary to perform its obligations under this Contract; and
- (n) it has notified the Authority in writing of any Occasions of Tax Non-Compliance and any litigation in which it is involved that is in connection with any Occasion of Tax Non-Compliance.

G2.1 The Contractor must immediately notify the Authority if it becomes aware of a representation or warranty that becomes untrue or misleading.

### **G3 Force Majeure**

G3.1 Subject to compliance with the remaining provisions of this clause G3 (and, in relation to the Contractor, subject to its compliance with its obligations in Schedule 15 (Business Continuity and Disaster Recovery)), a Party may claim relief under this clause G3 from liability for failure to meet its obligations under this Contract for as long as and only to the extent that the performance of those obligations is directly affected by a Force Majeure Event. Any failure or delay by the Contractor in performing its obligations under this Contract which results from a failure or delay by an agent, Sub-Contractor or supplier shall be regarded as due to a Force Majeure Event only if that agent, Sub-Contractor or supplier is itself impeded by a Force Majeure Event from complying with an obligation to the Contractor.

G3.2 The Affected Party shall promptly issue a Force Majeure Notice, which shall include details of the Force Majeure Event, the likely potential duration of the Force Majeure Event, its effect on the ability of the Affected Party to perform its obligations under this Contract and

any action the Affected Party proposes to take to mitigate the effect of the Force Majeure Event.

- G3.3 If the Contractor is the Affected Party, it shall not be entitled to claim relief under this clause G3 to the extent that the consequences of the relevant Force Majeure Event:
- (a) are attributable to the Contractor's failure to take reasonable precautions against the Force Majeure Event; and/or
  - (b) should have been foreseen and prevented or avoided in accordance with Good Industry Practice.
- G3.4 Subject to clause G3.5, as soon as practicable after the Affected Party issues the Force Majeure Notice, and at regular intervals thereafter, the Parties shall consult in good faith and use reasonable endeavours to agree any steps to be taken and an appropriate timetable in which those steps should be taken, to enable continued provision of the Services affected by the Force Majeure Event.
- G3.5 The Parties shall at all times following the occurrence of a Force Majeure Event and during its subsistence use their respective reasonable endeavours to prevent and mitigate the effects of the Force Majeure Event. Where the Contractor is the Affected Party, it shall take all steps in accordance with Good Industry Practice to overcome or minimise the consequences of the Force Majeure Event.
- G3.6 If, as a result of a Force Majeure Event:
- (a) an Affected Party fails to perform its obligations in accordance with this Contract, then during the continuance of the Force Majeure Event and subject to the Affected Party's compliance with the provisions of this clause G3.6 (and, in relation to the Contractor, subject to its compliance with its obligations in Schedule 15 (Business Continuity and Disaster Recovery)):
    - (i) the other Party shall not be entitled to exercise its rights to terminate the Contract in whole or in part as a result of such failure pursuant to clause H2.1 or H2.2; and
    - (ii) neither Party shall be liable for any Default arising as a result of such failure;
  - (b) the Contractor fails to perform its obligations in accordance with this Contract it shall be entitled to receive payment of the Price (or a proportional payment of it) only to the extent that the Services (or part of the Services) continue to be performed in accordance with the terms of this Contract during the occurrence of the Force Majeure Event.
- G3.7 The Affected Party shall notify the other Party as soon as practicable after the Force Majeure Event ceases or no longer causes the Affected Party to be unable to comply with its obligations under this Contract.
- G3.8 Relief from liability for the Affected Party under this clause G3 shall end as soon as the Force Majeure Event no longer causes the Affected Party to be unable to comply with its obligations under this Contract and shall not be dependent on the serving of notice under clause G3.7.

- G3.9 If a Force Majeure Event prevents either Party from performing its obligations under this Contract for a continuous period of more than one (1) Month, the Authority may terminate this Contract (in whole or in part) by written notice to the Contractor.

## **H DEFAULT, DISRUPTION AND TERMINATION**

### **H1 Termination on Insolvency and Change of Control**

- H1.1 The Authority may terminate this Contract with immediate effect by notice in writing and without compensation to the Contractor where an Insolvency Event occurs in respect of the Contractor.

- H1.2 The Contractor shall notify the Authority immediately in writing of any proposal or negotiations which will or may result in a merger, take-over, change of status or change of Control (“**Change of Control**”). The Authority may terminate this Contract with immediate effect by notice in writing and without compensation to the Contractor within six (6) Months of:

- (a) being notified that a Change of Control has occurred; or
- (b) where no notification has been made, the date that the Authority becomes aware of the Change of Control,

but shall not be permitted to terminate where Approval was granted prior to the Change of Control.

### **H2 Termination on Default**

- H2.1 The Authority may terminate this Contract (in whole or in part) with immediate effect by notice in writing if the Contractor commits a Default and:

- (a) the Contractor has not remedied the Default to the satisfaction of the Authority within twenty-five (25) Working Days or such other period as may be specified by the Authority, after issue of a written notice specifying the Default and requesting it to be remedied;
- (b) the Default is not, in the opinion of the Authority, capable of remedy; or
- (c) the Default is a Material Breach.

- H2.2 If the Authority fails to pay the Contractor any undisputed sum of money when due, the Contractor shall give notice in writing to the Authority of its failure to pay. If the Authority fails to pay any such undisputed sum within ninety (90) Working Days of the date of such notice, the Contractor may terminate this Contract in writing with immediate effect, save that such right of termination shall not apply where the failure to pay is due to the Authority exercising its rights under clause C3.1 (Recovery of Sums Due) or due to a Force Majeure Event.

### **H3 Termination on Notice**

- H3.1 The Authority may terminate this Contract at any time (in whole or in part) by giving thirty (30) days’ notice in writing to the Contractor.

## **H4 Other Termination Grounds**

- H4.1 The Authority may terminate this Contract on written notice to the Contractor:
- (a) if this Contract has been subject to a substantial modification which requires a new procurement procedure pursuant to regulation 72(9) of the Regulations;
  - (b) if the Contractor was, at the time this Contract was awarded, in one of the situations specified in regulation 57(1) of the Regulations, including as a result of the application of regulation 57(2), and should therefore have been excluded from the procurement procedure which resulted in its award of this Contract;
  - (c) if this Contract should not have been awarded to the Contractor in view of a serious infringement of the obligations under the Treaties and the Public Contracts Directive that has been declared by the Court of Justice of the European Union in a procedure under Article 258 of the TFEU;
  - (d) if the Contractor has not, in performing the Services, complied with its legal obligations in respect of environmental, social or labour law;
  - (f) if the Contractor repeatedly breaches any of the provisions of this Contract in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the provisions of this Contract;
  - (g) if the Contractor engages in tax evasion or aggressive tax avoidance, in the opinion of HMRC;
  - (h) if the Contractor or its Affiliates embarrasses or brings the Authority into disrepute or diminishes the public trust in the Authority; or
  - (i) in accordance with its right to terminate pursuant to clauses A6.2, B2.5, D1.7, E4.9, E8.10, H6.4 or paragraph 7.2 of Schedule 9 (Labour Guidelines).

## **H5 Consequences of Expiry or Termination**

- H5.1 If the Authority terminates this Contract under clauses H2 or H4 and makes other arrangements for the supply of the Services the Authority may recover from the Contractor the cost reasonably incurred of making those other arrangements and any additional expenditure incurred by the Authority throughout the remainder of the Contract Period.
- H5.2 If this Contract is terminated under clauses H2 or H4 the Authority shall make no further payments to the Contractor (for Services supplied by the Contractor prior to termination and in accordance with this Contract but where the payment has yet to be made by the Authority), until the Authority has established the final cost of making the other arrangements envisaged under clause H5.1.
- H5.3 If the Authority terminates this Contract under clause H3, F6.3(b) or G3.9, the Authority shall make no further payments to the Contractor except for Services supplied by the Contractor prior to the date of termination and in accordance with this Contract but where the payment has yet to be made by the Authority.

- H5.4 Upon termination or expiry of this Contract, the Contractor shall repay to the Authority any proportion of the Price which it has paid in advance in respect of Services not provided by the Contractor as at the date of termination or expiry.
- H5.5 Save as otherwise expressly provided in this Contract:
- (a) termination or expiry of this Contract shall be without prejudice to any rights, remedies or obligations accrued under this Contract prior to termination or expiration and nothing in this Contract shall prejudice the right of either Party to recover any amount outstanding at such termination or expiry; and
  - (b) termination of this Contract shall not affect the continuing rights, remedies or obligations of the Authority or the Contractor under clauses B3.3 (Provision and Removal of Equipment), B5.6 (Contractor's Personnel), B7.6 (Licence to Occupy Premises), B8.5 (Property), C2 (Payment and VAT), C3 (Recovery of Sums Due), D1 (Prevention of Fraud, Bribery and Corruption), D6.2 (Agency Workers Regulations), D7 (Compliance with Laws), E2 (Data Protection), E3 (Official Secrets Acts and Finance Act), E4 (Confidential Information), E5 (Freedom of Information), E8 (Intellectual Property Rights), E9 (Records and Audit), E10.2 (Tax Compliance), F8 (Remedies Cumulative), G1 (Liability, Indemnity and Insurance), H5 (Consequences of Expiry or Termination), H7 (Recovery upon Termination), I1 (Governing Law and Jurisdiction) and I3 (Dispute Resolution) or any other provision of this Contract that either expressly or by implication has effect after termination or expiry.
- H5.6 The Parties shall agree any variation to this Contract necessitated by a Partial Termination in accordance with clause F6 (Variation) provided that:
- (a) the Contractor shall not be entitled to an increase in the Price in respect of the Services that have not been terminated if the Partial Termination arises pursuant to clause H2.1;
  - (b) any adjustment to the Price (if any) must be reasonable; and
  - (c) the Contractor shall not be entitled to reject the changes.

## **H6 Disruption**

- H6.1 The Contractor shall take reasonable care to ensure that in the performance of its obligations under this Contract it does not disrupt the operations of the Authority, its employees or any other contractor employed by the Authority.
- H6.2 The Contractor shall immediately inform the Authority of any actual or potential industrial action, whether such action be by its own employees or others, which affects or might affect its ability at any time to perform its obligations under this Contract.
- H6.3 If there is industrial action by the Contractor's Personnel, the Contractor shall seek Approval to its proposals to continue to perform its obligations under this Contract.
- H6.4 If the Contractor's proposals referred to in clause H6.3 are considered insufficient or unacceptable by the Authority acting reasonably, then this Contract may be terminated with immediate effect by the Authority by notice in writing.
- H6.5 If the Contractor is unable to deliver the Services owing to disruption of the Authority's normal business, the Contractor may request a reasonable allowance of time, and, in

addition, the Authority will reimburse any additional expense reasonably incurred by the Contractor as a direct result of such disruption.

H6.7 The Contractor shall comply with its obligations under Schedule 15 (Business Continuity and Disaster Recovery).

## **H7 Recovery upon Termination**

H7.1 On expiry or termination of this Contract for any reason, the Contractor shall at its cost:

- (a) immediately return (and/or procure the return) to the Authority of all documents and other tangible materials that contain any of the Authority's Confidential Information, Authority Data, Authority Background IPRs and/or IP Materials in its possession or in the possession or under the control of any Sub-Contractors, which was obtained or produced in the course of providing the Services, except where required to retain copies of such documents or other tangible materials by any applicable Law in the UK or any other Applicable Jurisdiction;
- (b) immediately deliver to the Authority all Property (including materials, documents, information and access keys) provided to the Contractor in good working order;
- (c) ensure so far as reasonably practicable, that all of the Authority's Confidential Information, the Authority Data, the Authority Background IPRs and the IP Materials that are held by the Contractor and/or any Sub-contractors in electronic, digital or other machine-readable form ceases to be readily accessible from any computer, word processor, voicemail system or any other device containing such Confidential Information, Authority Data, Authority Background IPRs and/or IP Materials, except where required to retain any of the Authority's Confidential Information, the Authority Data, the Authority Background IPRs or the IP Materials by any applicable Law in the UK or any other Applicable Jurisdiction;
- (d) immediately vacate any Authority Premises occupied by the Contractor;
- (e) assist and co-operate with the Authority to ensure an orderly transition of the provision of the Services to the Replacement Contractor and/or the completion of any work in progress; and
- (f) promptly provide all information concerning the provision of the Services which may reasonably be requested by the Authority for the purposes of adequately understanding the manner in which the Services have been provided and/or for the purpose of allowing the Authority and/or the Replacement Contractor to conduct due diligence.

H7.2 If the Contractor does not comply with clauses H7.1(a) and/or H7.1(b), the Authority may recover possession thereof and the Contractor grants a licence to the Authority or its appointed agents to enter (for the purposes of such recovery) any premises of the Contractor or its permitted suppliers or Sub-Contractors where any such items may be held.

## **H8 Retendering and Handover**

H8.1 Within seven (7) days of being requested by the Authority, the Contractor shall provide, and thereafter keep updated, in a fully indexed and catalogued format, all the information necessary to enable the Authority to issue tender documents for the future provision of the Services.

- H8.2 The Contractor shall indemnify the Authority against any claim made against the Authority at any time by any person in respect of any liability incurred by the Authority arising from any deficiency or inaccuracy in information which the Contractor is required to provide under clause H8.1.
- H8.3 The Contractor shall allow access to the Premises to any person representing any potential provider whom the Authority has selected to tender for the future provision of the Services.
- H8.4 If access is required to the Contractor's premises for the purposes of clause H8.3, the Authority shall give the Contractor seven (7) days' notice of a proposed visit together with a list showing the names of all persons who will be visiting. Their attendance shall be subject to compliance with the Contractor's security procedures, subject to such compliance not being in conflict with the objectives of the visit.
- H8.5 The Contractor shall co-operate fully with the Authority during any handover at the end of this Contract. This co-operation shall include allowing full access to, and providing copies of, all documents, reports, summaries and any other information necessary in order to achieve an effective transition without disruption to routine operational requirements.
- H8.6 Within ten (10) Working Days of being requested by the Authority, the Contractor shall transfer to the Authority, or any person designated by the Authority, free of charge, all computerised filing, recording, documentation, planning and drawings held on software and utilised in the provision of the Services. The transfer shall be made in a fully indexed and catalogued disk format, to operate on a proprietary software package identical to that used by the Authority.

## **H9 Exit Management**

- H9.1 Upon expiry or termination of this Contract, the Contractor shall render reasonable assistance to the Authority to the extent necessary to effect an orderly assumption by a Replacement Contractor in accordance with the procedure set out in clause H10.

## **H10 Exit Procedures**

- H10.1 Where the Authority requires a continuation of all or any of the Services on expiry or termination of this Contract, either by performing them itself or by engaging a third party to perform them, the Contractor shall co-operate fully with the Authority and any such third party and shall take all reasonable steps to ensure the timely and effective transfer of the Services without disruption to routine operational requirements.
- H10.2 If the Contractor does not have to use resources in addition to those normally used to deliver the Services prior to termination or expiry to effectively transfer the Services in accordance with the provisions of this clause H10, there shall be no change to the Price.
- H10.3 If the Contractor will reasonably incur additional costs to effectively transfer the Services in accordance with the provisions of this clause H10, the Parties shall agree a Variation to the Price based on the Contractor's rates either set out in Schedule 2 (Pricing) or forming the basis for the Price.
- H10.4 When requested to do so by the Authority, the Contractor shall deliver to the Authority details of all licences for Software used in the provision of the Services including the software licence agreements.

H10.5 Within one (1) Month of receiving the software licence information described in clause H10.4, the Authority shall notify the Contractor of the licences it wishes to be transferred, and the Contractor shall provide for the Approval of the Authority a plan for licence transfer.

## **H11 Knowledge Retention**

H11.1 The Contractor shall co-operate fully with the Authority in order to enable an efficient and detailed knowledge transfer from the Contractor to the Authority on the completion or earlier termination of this Contract and in addition, to minimise any disruption to routine operational requirements. To facilitate this transfer, the Contractor shall provide the Authority free of charge with full access to its Personnel, and in addition, copies of all documents, reports, summaries and any other information requested by the Authority. The Contractor shall comply with the Authority's request for information no later than fifteen (15) Working Days from the date that the request was made.

# **I DISPUTES AND LAW**

## **I1 Governing Law and Jurisdiction**

I1.1 This Contract and any issues, disputes or claims (whether contractual or non-contractual) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the laws of England and Wales

I1.2 Subject to clause I3 (Dispute Resolution), the Parties agree that the Courts of England and Wales shall have jurisdiction to settle any dispute or claim (whether contractual or non-contractual) that arises out of or in connection with this Contract or its subject matter or formation. The submission to such jurisdiction shall not limit the right of the Authority to take proceedings against the Contractor in any other court of competent jurisdiction, and the taking of proceedings in any other court of competent jurisdiction shall not preclude the taking of proceedings in any other jurisdiction whether concurrently or not.

## **I2 Authority's Approvals Resolution Procedure**

I2.1 This clause I2 will apply when the Contractor is required to obtain any Approval from the Authority under this Contract, including in relation to any documentation, process or procedure which the Contractor is required to design to fulfil its obligations contained in the Specification.

I2.2 When the Authority receives a request for Approval from the Contractor, it can either: (a) reject the request giving reasons, or (b) accept the request.

I2.3 If the requested Approval is granted by the Authority it will be implemented by the Contractor immediately.

I2.3 If any requested Approval is not granted by the Authority, the Contractor shall amend it and re-submit it to the Authority for Approval within ten (10) Working Days of being notified in accordance with clause I2.2 that the Approval is not granted.

I2.4 The Parties will use all reasonable endeavours to ensure that the approval process takes as little time as possible.

I2.5 If the Authority does not give its Approval to any request re-submitted in accordance with clause I2.3, the matter will be resolved in accordance with clause I3 (Dispute Resolution).

### **I3 Dispute Resolution**

- 13.1 The Parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with this Contract within twenty (20) Working Days of either Party notifying the other of the dispute and such efforts shall involve the escalation of the dispute to an appropriately senior representative of each Party.
- 13.2 Nothing in this clause I3 shall prevent either Party from:
- (a) seeking from any court of competent jurisdiction an interim order restraining the other Party from doing any act or compelling the other Party to do any act; or
  - (b) issuing proceedings where compliance with this clause I3 may leave insufficient time for that Party to commence proceedings before the expiry of the limitation period.
- 13.3 If the dispute cannot be resolved by the Parties pursuant to clause I3.1 either Party may refer it to mediation pursuant to the procedure set out in clause I3.5.
- 13.4 Unless agreed otherwise by the Parties in writing, the obligations of the Parties under this Contract shall not cease, or be suspended or delayed by the reference of a dispute to mediation or arbitration or the issuing of court proceedings, and the Contractor and its Personnel shall comply fully with the requirements of this Contract at all times.
- 13.5 The procedure for mediation and consequential provisions relating to mediation are as follows:
- (a) a neutral adviser or mediator (the “**Mediator**”) shall be chosen by agreement between the Parties or, if they are unable to agree upon a Mediator within ten (10) Working Days after a request by one Party to the other or if the Mediator agreed upon is unable or unwilling to act, either Party shall within ten (10) Working Days from the date of the proposal to appoint a Mediator or within ten (10) Working Days of notice to either Party that he is unable or unwilling to act, apply to the Centre for Effective Dispute Resolution to appoint a Mediator;
  - (b) the Parties shall within ten (10) Working Days of the appointment of the Mediator meet with him in order to agree a programme for the exchange of all relevant information and the structure to be adopted for negotiations. If appropriate, the Parties may at any stage seek assistance from the Centre for Effective Dispute Resolution to provide guidance on a suitable procedure;
  - (c) unless otherwise agreed, all negotiations connected with the dispute and any settlement agreement relating to it shall be conducted in confidence and without prejudice to the rights of the Parties in any future proceedings;
  - (d) if the Parties reach agreement on the resolution of the dispute, the agreement shall be recorded in writing and shall be binding on the Parties once it is signed by their duly authorised representatives;
  - (e) failing agreement, either of the Parties may invite the Mediator to provide a non-binding but informative written opinion. Such an opinion shall be provided on a without prejudice basis and shall not be used in evidence in any proceedings relating to this Contract without the prior written consent of both Parties; and

- (f) if the Parties fail to reach agreement within sixty (60) Working Days of the Mediator being appointed, or such longer period as may be agreed by the Parties, then any dispute or difference between them may be referred to the Courts unless the dispute is referred to arbitration pursuant to the procedures set out in clause I3.6.

I3.6 Subject to clause I3.2, the Parties shall not institute court proceedings until the procedures set out in clauses I3.1 and I3.3 have been completed save that:

- (a) the Authority may at any time before court proceedings are commenced, serve a notice on the Contractor requiring the dispute to be referred to and resolved by arbitration in accordance with clause I3.7;
- (b) if the Contractor intends to commence court proceedings, it shall serve notice on the Authority of its intentions and the Authority shall have twenty one (21) days following receipt of such notice to serve a reply on the Contractor requiring the dispute to be referred to and resolved by arbitration in accordance with clause I3.7; and
- (c) the Contractor may request by notice to the Authority that any dispute be referred and resolved by arbitration in accordance with clause I3.7, to which the Authority may consent as it sees fit.

I3.7 If any arbitration proceedings are commenced pursuant to clause I3.6,

- (a) the arbitration shall be governed by the provisions of the Arbitration Act 1996 and the Authority shall give a notice of arbitration to the Contractor (the “**Arbitration Notice**”) stating:
  - (i) that the dispute is referred to arbitration; and
  - (ii) providing details of the issues to be resolved;
- (b) the London Court of International Arbitration (“**LCIA**”) procedural rules in force at the date that the dispute was referred to arbitration in accordance with I3.7(a) shall be applied and are deemed to be incorporated by reference into this Contract and the decision of the arbitrator shall be binding on the Parties in the absence of any material failure to comply with such rules;
- (c) the tribunal shall consist of a sole arbitrator to be agreed by the Parties;
- (d) if the Parties fail to agree the appointment of the arbitrator within ten (10) days of the Arbitration Notice being issued by the Authority under clause I3.7(a) or if the person appointed is unable or unwilling to act, the arbitrator shall be appointed by the LCIA;
- (e) the arbitration proceedings shall take place in London and in the English language; and
- (f) the arbitration proceedings shall be governed by, and interpreted in accordance with, English Law.

# **SCHEDULE 1 – SERVICES**

This Schedule sets out the Authority's Specification of Requirements.

## **SPECIFICATION OF REQUIREMENTS**

### **1. BACKGROUND**

- 1.1. This Contract is for the provision of temporary staff and associated services to support the smooth and efficient running of the UK Pavilion at Expo 2020 Dubai. The UK Pavilion will consist of a self-build country pavilion with an accompanying business and cultural programme.
- 1.2. The size of the UK Pavilion is 3417m<sup>2</sup> and an Expo plan showing the location of the Pavilion, as well as plans and visual of the UK Pavilion, are supplied in Annex G\_UK Pavilion Plans and Visuals.
- 1.3. The UK Pavilion is split over two levels and houses a public exhibit area which covers the entire upper floor and then a restaurant, bar, events space, VIP lounge, offices and other back of house functions on the ground floor.
- 1.4. Further information about the operation of the Expo 2020 Dubai event can be found in Annex I\_ Expo Operation Guide.

### **2. REQUIREMENTS**

This requirement section provides an overview of the scope of this procurement. Detailed information about the specification of services can be found in section 3 below. The Contractor is to supply all the requirements set out within this Appendix B Specification of Requirements and its associated Annexes A-I.

- 2.1. Expo 2020 Dubai will run from 20<sup>th</sup> October 2020 until 10<sup>th</sup> April 2021 and will be open to the public seven (7) days a week for the entire duration, including Christmas Day and New Year's Day.
- 2.2. The Pavilion standard operating hours for public will be from 10:00 – 22:00 each day, with the flexibility to have the restaurant and bar stay open until 01:00.
- 2.3. There are a number of services the Authority requires in order to run an Expo pavilion, which are detailed in Annex F\_UK Pavilion Operating Model.
- 2.4. The requirements of this contract are to provide all Human Resources (HR) services related to employing the contracting staff needed to run the public elements of the UK Pavilion (excluding the Hospitality and Events which fall under separate contracts) and the office management functions. Anticipated job descriptions are supplied in Annex A\_HR Staffing Job Descriptions. Some of the roles will need to be undertaken on a shift basis and some will cover more standardised hours.
- 2.5. The Contractor to provide a fully managed service which includes full recruitment services, payroll, insurances, medical checks, visa and local regulatory requirements, line management of the workforce, training and demobilisation at the end of the contract. The cost of all these services is to be included within the tendered rates.

- 2.6. Responsibility for managing the security and cleaning, as per the requirements in Section 3 below, of the UK Pavilion will transfer from the Construction Contractor to the Authority on official handover. This is currently scheduled for no later than 20<sup>th</sup> September 2020 although could occur earlier. The Contractor must provide 24-hour security and cleaning services from the date of official handover onwards to ensure the UK Pavilion is secure and kept clean, ready for opening to the public on 20<sup>th</sup> October 2020.
- 2.7. It is expected that the UK Pavilion senior management team, the UK Pavilion Director and the UK Pavilion Deputy Director (UK staff) will be deployed to the UK Pavilion in September 2020.
- 2.8. Full line management of the contracted staff to deliver the requirements of this contract is the responsibility of the Contractor, however the UK Pavilion Senior management team will be responsible for instructing the contracted staff to cover all tasks and duties. The Contractor must not interfere with the overall running practices and policies of the UK Pavilion, other than to ensure the contracted staff are aware of their roles and responsibilities and ensure sufficient numbers are in attendance for each shift.
- 2.9. The Contractor must gain Expo accreditation for all of the staff employed to deliver the requirements of this contract. This will include all staff working on the UK Pavilion, their own contract management team and any support services, vehicles and deliveries. The Authority will delegate responsibility for the accreditation to the Contractor on the Expo 2020 Dubai Participant Portal on appointment together with further information about the accreditation portal.
- 2.10. The Contractor must security vet all staff employed to deliver these requirements in line with the security requirements set out in the specification and in Annex D\_Vetting Security Requirements.
- 2.11. All staff employed to deliver these requirements must be recruited in adherence to the European Modern Slavery Act, UAE Labour Law and the Expo 2020 Worker Welfare Minimum Assurance Standards outlined in Annex B\_Expo Worker Welfare Minimum Assurance Standards. Zero-hour contracts are not allowed under any circumstances.
- 2.12. The contracted staff must be provided with uniforms as specified in Annex E\_UK Pavilion Uniform Requirements.
- 2.13. The Contractor must develop and implement Standard Operating Procedures (SOP) for the UK Pavilion, in collaboration with the Construction Contractor and the Authority, in order that contracted staff are competent to operate all the equipment, lighting, heating and cooling systems. For the avoidance of doubt, the contracted staff will need to operate the equipment, but the maintenance will be carried out by the Construction Contractor.
- 2.14. The Contractor must assist the Authority in the development of contingency, crisis and emergency plans to ensure all UK Pavilion staff welfare and safety are fully protected whilst on the UK Pavilion site.
- 2.15. The Contractor must supply products and services that fully support the operations of the UK Pavilion. This will include (but not limited to) office stationary, laptops, mobile phones and shortwave radios, first aid kits, cleaning chemicals and other ad hoc items.

### **3. SPECIFICATION**

The following section describes the full requirement that the Contractor is responsible for.

#### **3.1. Recruitment of Staff and Line Management**

3.1.1. The Contractor must:

- Carry out the full recruitment process for all the contracted staff from advertising of the opportunities to sifting of applications, shortlisting, interviewing and selecting.
- The recruitment must be conducted in an ethical, open and transparent manner demonstrating good practice in relation to diversity and inclusion and in line with Expo Worker Welfare Minimum Assurance Standards, see Annex B\_Expo Worker Welfare Minimum Assurance Standards, UAE Labour Law and the European Modern Slavery Act 2015.
- The Authority reserves the right to veto the appointment of managerial roles.
- Security vet all staff employed to deliver these requirements in line with the security requirements set out in the specification and in Annex D\_Vetting Security Requirements.
- Provide all the necessary visas, insurances, medical checks to meet all local regulatory requirements and Expo 2020 Dubai requirements.
- Line management of the recruited staff once appointed. The Authority will have the right to seek termination of employment should any member of contracted staff fail to perform to the agreed standards after appointment.
- Engage with universities to ensure university students are offered opportunities to work on the UK Pavilion.

3.1.2. The Authority requires multilingual guides to be able to offer the best experience to international visitors. All staff employed for this contract must be fluent in English. Each shift will require at least one guide who speaks each of the following languages:

- Arabic
- Mandarin
- Russian

3.1.3. The Authority would welcome further languages above those specified but the above are a minimum requirement.

#### **3.2. Development and finalisation of all job descriptions to meet exact final requirements of the UK Pavilion**

3.2.1. The Contractor must finalise the job descriptions of all contracted staff. To assist with this requirement the Authority has included anticipated job descriptions for each role in Annex A\_HR Staffing Job Descriptions, which have been developed from the requirements and experience gained at previous Expos.

- 3.2.2. The Contractor will finalise these job descriptions to ensure they adhere to local working practices, expectations under UEA labour law and pay bands.
- 3.2.3. The Contractor to determine, with the approval of the Authority, the total number of contracted staff needed for the provision of the services. To assist with this requirement table A below lists the anticipated number of staff that the Authority estimates based on experience gained at previous Expos.

**Table A**

<b>Anticipated UK Pavilion Staff Working Hours Matrix</b>		
<b>Final Numbers to be confirmed one month prior to Opening</b>		
<b>Job Title</b>	<b>Working Hours Covered</b>	<b>Anticipated Numbers per shift</b>
<b>Shift Staff</b>		
Pavilion Manager	13:00 - 01:00	1
Guide Team Leaders	09:45 - 22:00	1
Pavilion Guides	09:45 - 22:00	16
Office Coordinator	09:45 - 22:00	1
Receptionist/Lounge Staff	09:45 - 22:00	2
Day Security	10:00 - 22:00	3
Night Security	22:00 - 10:00	3
Day Cleaning	10:00 - 22:00	2
Out of Hours Cleaning	06:00 - 10:00*	TBC *
Drivers	09:00 - 01:00	3
<b>Office Staff</b>		
	<b>Working Hours</b>	<b>Total Needed</b>
Communication Officer**	09:00 - 18:00	1
Deputy Communication Officer	09:00 - 18:00	1
Protocol Officer**	09:00 - 18:00	1
Deputy Protocol Officer	09:00 - 18:00	1
Accreditation/Event Support	09:00 - 18:00	1
Notes:		
* The working hours of Out of Hours Cleaning and the number of Out of Hours staff members will be finalised with the Contractor		

\*\* These jobs could become Civil Servants. The Authority will keep the Contractor informed.

### **3.3. Visa's, Work Permits and Insurances in line with Local Regulations**

- 3.3.1. The Contractor will be fully accountable for ensuring that all recruitment is undertaken in accordance to UAE rules and regulations on Visa and Work Permits and includes all the necessary medical checks, Expo accreditations, staff insurances, and general insurances needed to enable the staff to work legally in Dubai.
- 3.3.2. The Contractor must adhere to the insurance requirements as described in Annex C\_Expo Insurance Requirements.

### **3.4. Security vetting of all contracted staff in line with pre-agreed Expo and DIT Security Standards**

- 3.4.1. The Contractor must vet and security check all staff in line with Expo standards and DIT standards that are set out within Annex D\_Vetting Security Requirements.

### **3.5. Adherence to Worker Welfare standards set by Expo, UAE Labour Laws and in line with European Modern Slavery Act**

- 3.5.1. The Contractor and their supply chain must operate in strict accordance to the standards and legislation contained in the Expo Worker Welfare regulations, see Annex B\_Expo Workers Welfare Minimum Standards, Schedule 9 – Labour Guidelines Schedule, UAE Labour Law and the European Modern Slavery Act 2015.

### **3.6. Payroll services**

- 3.6.1. The Contractor must provide all pay roll services to the workforce employed to deliver these requirements and ensure that all UAE taxes, National Insurance and any other local deductions are paid for each worker.

### **3.7. Management of all Expo Accreditation requirements**

- 3.7.1. As part of the fully managed service, the Contractor is responsible for all Expo accreditation requirements pertaining to the UK Pavilion, with the exception of those provided under the Hospitality and Event Management contracts. See Annex A\_HR Staff Job Descriptions for further information about the Expo accreditation requirements.
- 3.7.2. On award of Contract, the Authority will arrange for the Contractor to have access to the Expo Accreditation Portal to enable the Contractor to carry out necessary functions.

### **3.8. Smart Clocking-in/Time Keeping systems**

- 3.8.1. The Contractor must provide, install and use a smart clocking in/time keeping system for all contracted staff, which will provide the Authority with monthly management information reports and statistics on punctuality, absences, holidays, hours worked, etc.
- 3.8.2. The Contractor will be responsible for working with the UK Pavilion Construction Contractor for the installation of the system. The cost of the system and installation must be included in the tendered rates.

### **3.9. Management of Shift Schedules to cover Full Working Hours of the UK Pavilion**

- 3.9.1. The Contractor to have full responsibility for arranging shift patterns to cover the full operational hours of the UK Pavilion for all contracted staff, ensuring value for money, compliance with UAE Labour Law and also ensuring the contracted staff are enthusiastic and motivated.

### **3.10. Management of absences, sick leave and any holiday entitlements, special national holidays**

- 3.10.1. The Contractor to manage all absences including sick leave, annual leave, emergency special leave and any Special UAE Bank Holidays in relation to all contracted staff employed within this Contract.
- 3.10.2. All absences and any resignations or no-shows to be managed by the Contractor and covered at short notice with no disruption to the service levels on the UK Pavilion.
- 3.10.3. The Authority will expect annual leave to be kept to a minimum and in-line with UAE legislation for the six (6) months run period of Expo between 20<sup>th</sup> October 2020 and 10<sup>th</sup> April 2021.

### **3.11. Management of any extra staff, overtime or extended shift requirements**

- 3.11.1. There may be a need to increase staff levels periodically for special days in the Expo calendar such as UK National day. The Contractor must provide any additional contracted staff as requested by the Authority within three (3) days' notice.
- 3.11.2. There may be needed to deal with longer shifts for large/last minute events. It is expected that on some occasions Pavilion Guides and other contracted staff may be required to stay later than normal after 22:00 hours in order to provide flexible support at special private events/receptions being held on the UK Pavilion.
- 3.11.3. For the contracted office staff who will usually work more standardised hours there may be a need to cover evening events held at the UK Pavilion. This requirement will need to be covered by a flexible working arrangement.

### **3.12. Contracted staff working off site at other venues or locations**

- 3.12.1. The main place of work for the UK Pavilion staff employed to deliver these requirements will be the UK Pavilion within the Expo 2020 site. There may be occasions where some members of staff may be required to work at other venues within the Expo site such as event/conference venues, as part of Expo parades or on other Pavilions representing the UK at events and special occasions.
- 3.12.2. In addition to the site-wide requirements there may be a few occasions through the duration of the contract where some staff may be required to represent the UK Pavilion at events in the wider Dubai city. This may include, but not limited to, events at the British Embassy and conferences or receptions at hotels or conference centres.
- 3.12.3. This is most likely to be a requirement that may affect the office and management staff however Pavilions guides may also be required to do this on the odd occasion.
- 3.12.4. The Contractor has the responsibility to ensure that the above requirements are resourced when required and ensure that contracted staff are flexible to cover such requirements. The contracted staff must be provided enough notice of this additional requirement. The

Contractor must ensure that any contracted staff have the right to refuse this additional work.

- 3.12.5. Personal travel expenses incurred by the contracted staff for travel to locations other than the Expo site will be met by the Authority, so long as these are agreed in advance.

### **3.13. Development of Operating Procedures**

- 3.13.1. The Contractor to work closely and collaboratively with the Authority and the UK Pavilion Construction Contractor to develop UK Pavilion Operating Procedures for their contracted staff to adhere to.

- 3.13.2. This will include, but is not limited to:

- opening and closing procedures;
- crowd/queue management procedures;
- cleaning procedures;
- security procedures;
- risk assessments;
- method statements;
- fire alarm test procedures;
- user guides;
- security plan in accordance with Appendix C\_ Authority's Form of Contract Schedule 11

- 3.13.3. The Operating Procedures will form part of the overall operations manual for the UK Pavilion which will ultimately be the responsibility of the UK Pavilion Director.

### **3.14. Development of Emergency & Contingency plans**

- 3.14.1. The Contractor is responsible for inputting and developing with the Authority the UK Pavilion's emergency, security, crisis and contingency plans from a staffing perspective to ensure that contracted staff safety and wellbeing is fully considered.

- 3.14.2. The Contractor will work closely with the Authority and DIT's security advisors to input into these plans.

- 3.14.3. The Contractor is responsible for ensuring that their contracted staff are fully aware and trained in accordance with the plans and know their personal responsibilities in the event of a crisis.

- 3.14.4. The Expo authority will ultimately approve these plans, in accordance with the provisions in the Contract.

### **3.15. Production of Contracted Staff Behaviour Standards and Guidelines**

- 3.15.1. The Contractor is responsible of developing and implementing a code of conduct for their contracted staff to ensure that the workforce is well presented, welcoming, courteous and knows how to behave on the UK Pavilion when on duty to meet the Authority's UK Pavilion, standards to be agreed.

- 3.15.2. The Contractor's gross misconduct policy and code of conduct standards and guideline will be reviewed and approved by Authority before the commencement of the Contract. Special consideration must be paid to safeguarding of visitors and children to demonstrate zero tolerance approach to misconduct.

### **3.16. Provision of Uniforms for all Contracted Staff**

- 3.16.1. The Contractor will source and provide uniforms for the UK Pavilion Guides, Receptionists, Cleaners and Security Guards.
- 3.16.2. Final numbers will be agreed based on final contracted staff numbers. The Authority reserves the right to increase the number of uniforms to cover the uniform needs for other Contractors providing services in the UK Pavilion.
- 3.16.3. Exact colours and designs including potential bespoke badges/branding will be developed with the Contractor on award of contract and the Authority will require samples before making a final decision.
- 3.16.4. The Authority will develop with Contractor on award of contract a dress code for senior contracted staff which must be adhered to at all times.
- 3.16.5. The Authority reserves the right to seek Value in Kind (VIK)/sponsorship arrangements from third parties in relation to the provision of uniforms. Where such sponsorship arrangements can be secured the Authority will discuss such proposed arrangements with the Contractor before finalising any sponsorship arrangements.
- 3.16.6. There will not be designated changing space available for the Contractor's staff on the UK Pavilion. However, the Authority has made provisions for small valuables lockers (suitable for phones, wallets and keys for example). Cupboard space will also be available for bags and coats.

### **3.17. Provision of Cleaning Services for Contracted Staff Uniforms and Storage**

- 3.17.1. All contracted staff will always be clean and well-presented when representing the UK Pavilion. The Contractor will provide a free of charge dry cleaning/laundry service for their contracted staff to ensure that their uniforms are always smart, clean and ironed; including a collection and drop off system, if required, to ensure this is a smooth and easy process for the contracted staff to use.
- 3.17.2. There will not be designated space available for the Contractor to manage their collection and drop off system from the UK Pavilion site.

### **3.18. Provision and Management of Full Staff Training prior to the opening of Expo 2020 and for any new joiners during Expo period**

- 3.18.1. The Contractor to develop and deliver a full training programme, including timings for their contracted staff, to be approved by the Authority before delivery, covering but not limited to:
  - all statutory requirements in line with Expo guidance;
  - a programme specific to the Expo and the UK Pavilion;
  - HR policy and procedures;
  - payroll systems;
  - behavioural training; and
  - job specific training, including the operation of building equipment
- 3.18.2. The Contractor is required to provide a suitable venue for contracted staff training and any hospitality requirements as necessary.

- 3.18.3. The cost of training is included within the Contract price.
- 3.18.4. The Authority will provide within the above training programme, training to the contracted team on UK Pavilion specific areas such as the UK, the story of UK Pavilion's concept, etc. in partnership with the Contractor.

**3.19. Provision of Specialist Training for First Aid, Fire Officer, Health and Safety (H&S), Control of Substances Hazardous to Health (COSHH) and any other specialist training in line with Expo requirements**

- 3.19.1. There are some specific roles required by Expo for certain numbers of UK Pavilion staff such as First Aiders, Fire Officers, Health and Safety Officers and Security Officers. These are usually liaison/coordination roles and are included within the job descriptions within Annex A. The Contractor to ensure that the contracted staff employed into the specific job role have the required experience/qualification or will receive specific training prior to employment on the UK Pavilion.
- 3.19.2. With regards to having the required number of First Aiders on the UK Pavilion it will be the responsibility of the Contractor to ensure that the required percentage (as agreed with the Authority upon Contract award) of their contracted staff, per shift, hold these qualifications.
- 3.19.3. The Contractor will complete Method Statements for the provisions of all the services included in this requirement. The Method Statements must include, but not limited to:
- risk assessments;
  - identification of the applicable Health and Safety regulations; and
  - the relevant training required for each task. The cost of training is to be included within the tendered rates.

**3.20. Contracted Staff Meal Break Strategy**

- 3.20.1. The Contractor will ensure that any staff meal break is included, in line with UAE Labour Law, in their management of the shifts, if required. The cost of meal breaks are included in the Contract price.

**3.21. Contracted Staff Retention**

- 3.21.1. Retention and a low turnover of contracted staff is very important to the Authority. The Authority has the aspiration of a high performing and motivated workforce working on the UK Pavilion.
- 3.21.2. The Contractor must have a staff retention policy to ensure staff turnover across the duration of the Expo is kept to an absolute minimum.

**3.22. Sourcing of Risk Assessment Company to obtain Operating Licence**

- 3.22.1. In line with Expo and local Civil Defence regulations the Contractor is required to employ a Risk Assessment Company to conduct a Health and Safety audit on the UK Pavilion prior to opening to obtain an operating licence.
- 3.22.2. The Contractor will, after the audit has been undertaken, provide the necessary reports and findings to the relevant authorities and DIT ensuring the licence has been obtained.

**3.23. Supporting Products and Additional Services**

- 3.23.1. It will be the responsibility of the Contractor to provide several products and services that are strongly related to the successful delivery of this requirement for the UK Pavilion.
- 3.23.2. Basic products such as, but not limited to:
- office stationery;
  - cleaning liquids;
  - toilet consumables; and
  - materials for the cleaners and security guards
- 3.23.3. These products are to be provided prior to opening of the UK Pavilion and then replenished throughout the duration of the contract.
- 3.23.4. The Contractor to provide all the office hardware and equipment to enable their contracted staff to function on the UK Pavilion, such as but not limited to:
- Laptops;
  - shortwave radios; and
  - printers.
- 3.23.5. The Contractor to provide full details of the specifications and software required to the Authority, for approval, prior to procurement of the items and to an agreed procurement timeline to be agreed between the Contractor and the Authority.
- 3.23.6. Based on previous Expos, the Authority anticipates that the following type of products and equipment will be required, but not limited to, within the UK Pavilion:
- Staff Radios and charging racks (thirty (30) units)
  - Mobile phones and SIM deals for management staff (ten (10) units)
  - Laptops with Office Software for management staff (ten (10) units)
  - Office stationery
  - Office Printer/scanner and supplies (ink/paper)
  - Digital SLR Camera
  - Supporting equipment for Guides such as microphones for guided tours
  - First Aid Kits
  - All cleaning products and equipment and consumables, toilet roll, hand soap, bin liners etc
  - Personal Protective Equipment (PPE)
  - Satellite television package for Screens in event spaces
  - Umbrellas (fifty (50) units)
  - Other ad hoc low value support items.
- 3.23.7. The final product list including all of the above requirements within 3.23.6 will be agreed between the Authority and the Contractor once the contract is awarded and procurement timeline is agreed.
- 3.23.8. The Contractor will need to provide competitive 3 quotes, for the approval of the Authority, prior to purchase any products or services as requested by the Authority.
- 3.23.9. The Contractor may be required to provide staff to cover additional services, which includes, but is not limited to:
- Translations services for simultaneous translation for main world languages;

- The services of professional photographer to take pictures at events;

### **3.24. Working in Collaboration with other Service Providers/Contractors**

- 3.24.1. During the run phase Expo all contractors appointed by the Authority will be required to work collaboratively with each other, for further information please refer to Annex F\_ UK Pavilion Operating Model.

### **3.25. Detailed Scope of the Cleaning Requirement**

- 3.25.1. Cleaning of the UK Pavilion will be the responsibility of the Contractor and a full cleaning regime developed with the Authority once the UK Pavilion is built and all final materials, finishes, floorings and furniture and fixtures are known.

- 3.25.2. Cleaning of the UK Pavilion will be the responsibility of the Contractor from handover to the Authority of the UK Pavilion by the Construction Contractor to the hand-back to the Construction Contractor at the end of Expo 2020.

- 3.25.3. It is expected that different levels of cleaning will be required across the duration of the contract and these are categorised as:

- General daily cleaning within opening hours – this will include general daily cleaning of the UK Pavilion public spaces, the Cone, event spaces, restaurant, toilets, offices, staff lounge and VIP suite. Duties would include but are not limited to:
  - sweeping of walkways, pathways, floors and stairs;
  - vacuum cleaning;
  - dusting and wiping over of surfaces, tables, desks etc;
  - the collection and disposal of internal and external litter;
  - responsive cleaning of things like spillages, dropped food or malicious littering.
- General daily cleaning out of hours – this would include general daily cleaning of the UK Pavilion public spaces, event spaces, restaurant, toilets, offices, staff lounge and VIP suite where this would be disruptive to be undertaken within opening hours. Duties would include but are not limited to:
  - Office, restaurant and event space cleaning and vacuuming;
  - internal and external window cleaning up to a height of approximately 6m;
  - cleaning of the inside and outside of the Cone below head height (approximately 1.8m);
  - cleaning of the photovoltaic solar panels on the shading structures;
  - cleaning of the vitrines;
  - cleaning of the lifts;
  - Removal of bins to the Expo refuge collection point at back of UK Pavilion at the end of each day and collection and returning of bins to the Bin Storage room.
  - Periodic cleaning of all other back of house spaces such as plant rooms, basement, bin stores will be undertaken to a schedule to be agreed with the Authority.
- Planned deep cleans – this would include thorough deep cleaning of all surfaces, floors, carpets, furniture and fixtures. The regularity of such cleans will be agreed with the Contractor once appointed and after a survey of the UK Pavilion building has been jointly undertaken but it is expected one (1) deep clean on 19<sup>th</sup> October 2020, the day before Expo opens to public on 20<sup>th</sup> October 2020 and thereafter at least once a month during

the duration of the Expo. The Contractor must provide the Authority with a monthly timetable for planned deep cleans prior to the opening of the UK Pavilion.

- Reactive extra deep cleaning – there will be a need for flexibility in the Contract to react to unforeseen bad weather such as sandstorms or heavy thunderstorms where a reactive deep clean is required to clean up after such events. This would be an on-call service.
- Reactive specialist cleaning – this could include, but not limited to, the removal of graffiti, removal of stains on carpets or floor surfaces cause by spillage of dark coloured drinks, oil, substances etc, which is beyond the scope of the general daily cleaners.

3.25.4. Daily cleaning will be split between daily requirements that take place out of opening hours and those that can take place within opening hours.

3.25.5. The Contractor is responsible for cleaning all areas of the UK Pavilion with the following exclusions:

3.25.5.1. The inside and outside of the Cone above head height (approx. 1.8m) – above this height will require specialist equipment and will be the responsibility of the Construction Contractor as part of the Hard Facility Management contract.

3.25.5.2. The kitchen area will be the responsibility of the Hospitality Contractor. Other hospitality areas will be cleaned under this Contract.

For the avoidance of doubt, cleaners will be required within the restaurant, hospitality area and bar for all cleaning but NOT for the cleaning down of the tables or the kitchen. Cleaners under this contract will also be responsible of emptying bins in all areas of the restaurant, except from the kitchen.

3.25.6. The Contractor is responsible for providing all training, licences, equipment (specialist or standard), protective clothing and cleaning substances, including deliveries or vehicle access to the Expo and UK Pavilion site to undertake the Services of this contract.

3.25.7. The Contractor to ensure that the contracted cleaning team operate in line with all UAE laws and regulations that apply to cleaning standards and follow all Health and Safety and safe handling and storage regulations for chemicals, substances and equipment used as part of the Contract.

3.25.8. Service levels including but not limited to regularity of cleaning of specific areas such as toilets, windows (inside and out), sweeping of floors, etc. will have to be developed with the Contractor once the UK Pavilion is built and a study of how general local environment dust levels and general levels of dirt are known and will be included as part of the Standard Operating Procedures.

3.25.9. Outside water taps, electricity points and storage will be supplied by the Authority. A cleaner's cupboard including water supply and storage areas will be supplied by the Authority.

### **3.26. Detailed Scope of the Security Requirement**

3.26.1. The Contractor is required to provide and manage a full 24-hour security service for the UK Pavilion from handover to the Authority of the UK Pavilion by the Construction Contractor to the hand-back to the Construction Contractor at the end of Expo once the Pavilion is closed down.

3.26.2. The security requirements will include but are not limited to:

- Monitoring of CCTV in the security office
- Regular plot parameter security patrols
- Regular internal building security patrols
- Regular void and hidden spaces security checks
- Public crowd and queue control both on the Pavilion and in the immediate vicinity (should our queue go beyond the Plot boundary)
- Door control for events and functions
- Guarding of precious exhibits or displays
- Physical or escorted ejection of disruptive or badly-behaved persons from the Pavilion plot area
- Act as a visual deterrent for theft and crime
- Night Security services to secure the Pavilion buildings and boundaries
- Locking up and unlocking duties of doors to arranged schedules
- Identification and handling of daytime and night time Pavilion deliveries to pre-agreed schedules
- Attendance to any Expo or UK Pavilion Security briefings
- Evacuation of Pavilion in emergency or crisis situations to pre-agreed UK Pavilion and Expo Authorities operational and crisis plans
- Securing of the plot in case of an evacuation in line with pre-agreed UK Pavilion and Expo Authorities operational and crisis plans

3.26.3. Contracted Security Guards are required whilst on duty to wear the uniforms provided.

3.26.4. Contracted Security Guards will be trained to operate to UAE and any Expo specific laws and regulations.

3.26.5. All insurances, licences, training and specialist equipment needed to carry out the UK Pavilion security requirements will be the responsibility of the Contractor.

3.26.6. The Authority will provide a security office with CCTV coverage of the UK Pavilion site parameters, entrances and some public spaces.

3.26.7. The contracted security team to be required to maintain an incident log and provide written reports on any incidents or security breaches as soon as practicable and in all cases within 24-hours of the occurrence and immediately report serious incidents where harm to humans or significant damage to the UK Pavilion has occurred.

3.26.8. The Contractor is responsible for the design, development and implementation of a Security Standard Operational Procedures (SSOP) with approval of the Authority's Security Adviser.

### **3.27. Testing Requirement**

3.27.1. Prior to opening to the general Public on 20<sup>th</sup> October 2020, there will be a period of testing of both International Pavilions and also of the wider Expo site.

3.27.2. The UK Pavilion will schedule a minimum of two (2) test events on the UK Pavilion prior to opening.

3.27.3. The Contractor to provide contracted staff to attend any UK Pavilion test event that is required to take place prior to the final week before opening, which would likely include security, cleaning and potentially some of the office or management staff, depending on dates.

- 3.27.4. The second event will require the whole UK Pavilion team, including all staff associated with this Contract to be in attendance, dates to be confirmed. This will ensure all the UK Pavilion staff can familiarise themselves with how to operate the UK Pavilion and test the knowledge of the Guides and public facing staff.
- 3.27.5. Should there be mandatory testing requirements that Expo require Pavilions to be involved with in the month before Expo opens (September 2020) then contracted staff will be expected to attend if required by the Authority.

## **FULLY MANAGED SERVICE PROVISION**

### **3.28. Account Management**

- 3.28.1. The Contractor to have a fully dedicated account management team in place to manage this Contract.

### **3.29. Helpline/Planning and Coordination**

- 3.29.1. The Contractor to operate a 24-hour help desk in relation to this contract to deal with any emergency situations which might require immediate assistance from the Contractor or their team. This could be if there was a security incident that required extra security guards to help secure the UK Pavilion plot or if there was a spillage caused by a neighbouring Pavilion or the organisers that encroached on to the UK Pavilion plot that then needed immediate cleaning.

### **3.30. Service Review**

- 3.30.1. The Authority will require a full-service review of the Contract one (1) month after the opening of Expo to review staffing levels, performance and shift patterns. The Contractor to be able to make changes to the total staffing levels or for specific shifts, should patterns in visitor numbers start to occur that mean some days are less busy than others or if overall visitor numbers are less or higher than has been anticipated, subject to the approval of the Authority.
- 3.30.2. It is unlikely that staffing numbers will need to change drastically but there needs to be flexibility in the approach to allow for adjustments in the Contract which could include either an increase or decrease in staff. This is only likely to affect Visitor Guides, Cleaners and Security Staff as the Authority is confident that the management and Office staff levels will be sufficient based on previous Expo's.

### **3.31. Business Continuity Plan**

- 3.31.1. The Contractor to deliver their Business Continuity Plan to the Authority for approval at the first Level 2 Quarterly Governance meeting, to ensure the continuity of the operation of the UK Pavilion in case of absences or failure to retain the appointed contracted staff.
- 3.31.2. The final Business Continuity Plan will be linked to the Service Review and the management of absences, sick leave and any holiday entitlements, special national holidays.

### **3.32. Contract Management**

3.32.1. This Contract will be managed by the Authority and will be supported by a robust Performance Management Framework as included in Appendix G\_Performance Management Framework.

3.32.2. The Authority's contract management process will require as a minimum:

- Weekly service management meetings on the UK Pavilion with the UK Pavilion Director and/or UK Pavilion Deputy Director
- Monthly Contract Management meetings (including Service Reviews) for the duration of the Contract which could take place in person or by teleconference with the UK Pavilion Director and/or UK Pavilion Deputy Director and the Head of the DIT Dubai Commercial team and other Authority's representative (as appropriate).

3.32.3. As part of the contract management provision the Contactor is required to provide weekly, and monthly management reports covering, as a minimum, the following:

- Contract costs/charges
- Contract changes
- Staffing levels including absence levels and type/no shows and the actions undertaken
- Attrition level
- Staff rotas
- Number of overtime and extra shift instances
- Upcoming events specific to the UK Pavilion and off site
- Performance and discipline incidents
- Security breaches/issues
- Health and Safety incidents
- Issues with other contractors on the UK Pavilion
- Consumable usage
- Accreditation information
- Good news stories
- Any extra products or services requested by either Party
- Escalation report
- Invoicing process
- Evidence of authorisation of additional spend (e.g. overtime, extra cleaning, etc.)

3.32.4. These reports must be provided to the Authority at least 24 hours prior to the weekly service management meetings and 48 hours prior to the monthly contract management meetings.

### 3.33. Escalation Procedure

		<b>Escalation Trigger</b>
Issue	1. Failures to deliver the Specification of Requirements, or 2. Instances of non-compliance with the Standard Operating Procedures	-
Resolution	UK Pavilion Director and/or UK Pavilion Deputy Director and UK Pavilion Manager(s) to agree a resolution of the issue at Daily/Weekly Service Management Meetings	Failure to implement the agreed resolution after 2 consecutive warnings

Escalation	The unresolved issues will be discussed at Monthly Contract Management meeting and the escalation will be recorded under the relevant Key Performance Indicator	In accordance with the Performance Management Framework, which may include Service Credit as described in Appendix G_ Performance Management Framework
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# SCHEDULE 2 – PRICING

## 1 Price

1.1 As at the Commencement Date, the Contract Price is £2,052,218.77 (exclusive of sales tax) as set out below:

**Table 1 – Contract Price\***

[REDACTED]	[REDACTED]	[REDACTED]
<b>Total Contract Price</b>	<b>£2,052,218.77</b>	

\*as further detailed at Annex A to this Schedule 2.

1.2 The Authority reserves the right to either increase or decrease its staffing and/or purchasing requirements as set out in Schedule 1. In the event of any variation to the requirements, this will be controlled by a variation to the contract as described in Schedule 5, subject to paragraph 1.3 below.

1.3 The maximum Price payable under this Contract by the Authority to the Supplier is £2,100,000. Any increase to this maximum Price will be subject to a Change Control Notice.

1.4 The Contract price is exclusive of sales taxes. UK VAT will not be charged for this Contract. All invoices will incur Dubai GST tax at 5%.

## 2 Procurement of goods and services

2.1 The Contractor is required to procure goods and services necessary for the delivery of the Services, in accordance with Schedule 1.

2.2 The Procurement Budget is an estimated budget set by the Authority for the purchase of such goods and services.

2.3 Invoices will be issued as costs are incurred for this element. All purchases made by the Contractor will be made in accordance with the rate cards set out in Annex C to this Schedule 2 – the price of these are fixed regardless of market fluctuation.

### **3 Milestone payments**

3.1 The Authority will pay the Contractor in accordance with the milestone payment schedule set out in Table 3 below, on completion of the specified milestones















# **SCHEDULE 3 – GOVERNANCE AND CONTRACT MANAGEMENT**

## **1. Introduction**

- 1.1 The Contractor understands that the successful delivery of this Contract will rely on the ability of the Contractor and the Authority to develop a strategic relationship immediately following the Commencement Date and maintaining this relationship throughout the Contract Period.
- 1.2 To achieve this strategic relationship, the Contractor shall be required to adopt proactive framework management activities which will be informed by quality reports, and the sharing of information between the Contractor and the Authority.
- 1.3 This Schedule outlines the general structures and management activities that the Parties shall follow during the Contract Period.
- 1.4 The Authority may (at its absolute discretion) amend this Schedule by written notice to the Contractor from time to time.
- 1.5 The Contractor shall demonstrate the following requirements in the delivery of the Services:
  - (a) have in place clear, robust and fully accountable governance arrangements for the delivery of the Services;
  - (b) have in place, or have access to, necessary support services including ICT, personnel, administration and finance; and
  - (c) have clear and robust internal processes and procedures and Personnel that are fully accountable for delivering and managing the Services to protect DIT's reputation.

## **2. Governance**

- 2.1 The Contractor's Account Manager will take overall responsibility for delivering the Services in accordance with the provisions of this Contract, and the Contractor will appoint a suitably qualified deputy to act in their absence.
- 2.2 The Contractor shall put in place a structure to manage this Contract.
- 2.3 A full governance structure for this Contract will be agreed between the Parties during implementation and by no later than the date which is three (3) Months from the Commencement Date.

## **3. Review Meetings**

- 3.1 Regular review meetings ("**Review Meetings**"), will take place throughout the Contract Period and, unless stated otherwise by the Authority, at the UK Pavilion Expo 2020 Dubai, the Authority's London office or via telephone conferencing at the discretion of the Authority.
- 3.2 The exact timings and frequencies of such Review Meetings are outlined in Annex A. The Parties shall be flexible about the timings of these meetings.
- 3.3 The purpose of the Review Meetings will be to review the Contractor's performance under this Contract and any reports. The agenda for each meeting shall be set by the Authority and communicated to the Contractor in advance of that meeting.

- 3.4 The Review Meetings shall be attended, as a minimum, by the Authority Authorised Representative and the Contractor's Account Manager.
- 3.5 The Contractor's achieved performance against KPIs shall be reviewed during the Level 3 Contract Management meetings, as outlined in Annex A, and the review and ongoing monitoring of KPIs will form a key part of the performance management process as outlined in Schedule 4 (Performance Management Framework).
- 3.6 The Contractor shall provide any information and reports as reasonably requested by the Authority in advance of each meeting. In particular, the Contractor shall complete and return to the Authority the monthly Management Information Report at least four (4) clear Working Days before each Level 3 Contract Management meeting.
- 3.7 The monthly Management Information Report, as referred to above, shall contain as a minimum the following information in respect of the relevant month:
- (a) for each KPI, a comparison of the Achieved KPI with the Target KPI for the month;
  - (c) a summary of all failures to achieve the Target KPIs which occurred during that month;
  - (d) a copy of the Contractor's Remediation Plan for any KPI where the Contractor has achieved a red KPI Rating;
  - (e) the Service Credits to be applied in respect of the relevant month indicating the failures and the KPIs to which the Service Credits relate; and
  - (e) such other details as the Authority may reasonably require from time to time.

#### **4. Efficiency Tracking**

- 4.1 The Contractor shall cooperate in good faith with the Authority to develop efficiency tracking performance measures for this Contract. This shall include but is not limited to:
- (a) tracking reductions in volumes and costs, in order to demonstrate that the Authority is consuming less and buying more smartly; and
  - (b) developing additional KPIs to ensure that this Contract supports the emerging target operating model across central government (particularly in line with centralised sourcing and category management, further competition delivery centres and payment processing systems and shared service centres).
- 4.2 The list in paragraph 4.1 is not exhaustive and may be developed during the Contract Period.
- 4.3 The metrics that are to be implemented to measure efficiency shall be developed and agreed between the Authority and the Contractor. Such metrics shall be incorporated into the table set out at Annex A to Schedule 4 (Performance Management Framework).
- 4.4 The ongoing progress and development of the efficiency tracking performance measures shall be reported through management activities as outlined in this Schedule.

## 5. Governance Board Meetings

- 5.1 Regular strategic review meetings (the “**Governance Board Meetings**”) will take place at the Authority's premises throughout the Contract Period unless otherwise agreed between the Parties.
- 5.2 The exact timings and frequencies of such Governance Board Meetings will be determined by the Authority. It is anticipated that the frequency of the Governance Board Meetings will be quarterly during the Contract Period. The Parties shall be flexible about the timings of these meetings.
- 5.3 The Contractor shall procure that the Key Personnel attend all Governance Board Meetings.
- 5.4 The Authority attendees at Governance Board Meetings are detailed in Annex A.
- 5.5 The purpose of the Governance Board Meetings will be to review the Contractor's performance under this Contract and discuss the strategic direction of the Services. The agenda for each Governance Board Meeting shall be set by the Authority and communicated to the Contractor in advance of that meeting.
- 5.6 The Contractor's achievement of KPIs shall be reviewed during the Governance Board Meetings.
- 5.7 The purpose of the Governance Board Meetings as set out in this paragraph 5 is not exhaustive and may be developed during the Contract Period.

## Annex A

LEVEL	ATTENDEES	RESPONSIBILITIES / ACTIVITIES	LOCATION/TIMINGS
<p><b>Level 4 Operational Service Reporting</b></p>	<p><b>Authority:</b> UK Pavilion Director  UK Pavilion Deputy Director  Head of Operations for the UK Pavilion at Expo Dubai  Operations Manager for the UK Pavilion at Expo Dubai</p> <p><b>Contractor:</b> Contractor Representative:  ██████████ Sr. Project Manager (ServeU);  ██████████ ██████████   Senior Project Manager &amp; Operations Services Contract Manager (TKCA);  ██████████ Client Account Manager (TKCA).</p> <p><b>Optional invitees:</b> (Include if required)</p>	<ul style="list-style-type: none"> <li>• Quality assurance</li> <li>• Complaint handling</li> <li>• Reviewing live briefs/projects and horizon scan</li> <li>• Reviewing daily and weekly reports</li> </ul>	<p>Weekly (or as appropriate) Note: all forms of communication to be used</p>
<p><b>Level 3 Monthly Contract Management Meeting</b></p>	<p><b>Authority:</b> UK Pavilion Director  UK Pavilion Deputy Director Commercial Contract Manager  Head of Operations for the UK Pavilion at Expo Dubai</p>	<ul style="list-style-type: none"> <li>• Contract administration</li> <li>• Maintenance of risk register and issues log</li> <li>• Be accountable to the Level 2 board for day to day oversight of the Services</li> <li>• Performance review - administer reports on KPIs, performance monitoring reports, issues relating to the delivery of the</li> </ul>	<p>Monthly (or as appropriate) Face-to-face (F2F) or via teleconference</p>

	<p><b>Contractor:</b> Contractor Representative: [REDACTED] Director of Operations (ServeU); [REDACTED] Senior Project Manager &amp; Operations Services Contract Manager (TKCA); [REDACTED] Client Account Manager (TKCA).</p> <p><b>Optional invitees:</b> (Include if required)</p>	<p>Services and performance against KPIs</p> <ul style="list-style-type: none"> <li>• Responsible for the contract management of the Services and shall review performance (including issues unresolved by the operational team)</li> <li>• Receives the performance monitoring reports, reports on KPIs and Service Credits. Monitor progress and identifies possible future developments including common standards, benchmarking and continuous improvement plans</li> <li>• Review risk register reports submitted by Level 4</li> <li>• Responsible for the Contract management of the Services relationship between all Parties</li> <li>• Report to the Level 2 board on significant issues requiring strategic decision and resolution by the board and on progress against the high-level strategic objectives</li> <li>• Responsible for Contract coverage, ensuring all work has been agreed prior to commencement and any changes covered by variations to this Contract</li> <li>• Responsible for financial management, reviewing spend against plans, resolving and escalating payment/invoicing issues, review overall financial risks</li> <li>• Responsible for capacity planning, reviewing possible improvements of matching demand with supply</li> </ul>	
<p><b>Level 2 Quarterly Contract Management Meeting</b></p>	<p><b>Authority:</b> UK Pavilion Director  UK Pavilion Deputy Director</p>	<ul style="list-style-type: none"> <li>• Responsible for issues escalated by Level 3 Representatives. In particular:</li> <li>• Strategic direction</li> <li>• Relationship direction</li> </ul>	<p>Quarterly (or as appropriate) F2F or via teleconference Mode of communication – All</p>

	<p>Commercial Contract Manager</p> <p>Head of World Events</p> <p>Head of Procurements &amp; Contracts</p> <p>Commercial Contract Manager</p> <p>Head of Contract Management</p> <p><b>Contractor:</b> Contractor Representative:</p> <p>██████████ Client Account Manager (ServeU);</p> <p>██████████ Senior Project Manager &amp; Operations Services Contract Manager (TKCA);</p> <p>██████████ Client Account Manager (TKCA).</p> <p><b>Optional invitees:</b> (Include if required e.g. Legal Representative)</p>	<ul style="list-style-type: none"> <li>• Continual improvement and performance management</li> <li>• Contract review</li> </ul>	<p>forms as appropriate to suit the issue and needs.</p>
<p><b>Level 1 Annual Review Board</b></p>	<p><b>Authority:</b></p> <p>UK Pavilion Director</p> <p>Head of World Events</p> <p>Head of Contract Management</p> <p>DIT Commercial Deputy Director</p> <p>Finance Manager</p> <p>UK Commissioner and Project Director</p>	<ul style="list-style-type: none"> <li>• Performance</li> <li>• Strategic direction</li> <li>• Relationship direction</li> <li>• Future direction</li> </ul>	<p>Annual pre-arranged but of course ad hoc meetings to be arranged to resolve issues escalated by Level 2 board.</p> <p>F2F meeting</p> <p>Mode of communication – All forms as appropriate to suit the issue and needs</p>

	<p><b>Contractor:</b> Contractor Representative:</p> <p>██████████ ██████████ ██████████ General Manager (ServeU)</p> <p>██████████ ██████████ ██████████ Senior Project Manager &amp; Operations Services Contract Manager (TKCA);</p> <p>████████████████████ Client Account Manager (TKCA).</p> <p><b>Optional invitees:</b> (Include if required e.g. ██████████ Legal representative)</p>		
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Further additional governance meetings would be as shown below which would embrace Contractor Relationship Management and be overarching across all existing contracts with the Contractor:

<b>Governance Meeting</b>	<p><b>Authority:</b></p> <p>UK Pavilion Director</p> <p>Head of Operations UK Pavilion at Expo 2020 Dubai</p> <p>Head of World Events</p> <p>Senior Commercial Manager</p> <p>UK Commissioner and Project Director</p> <p><b>Contractor:</b> Contractor Representative:</p> <p>██████████ ██████████ ██████████ General Manager (ServeU)</p> <p><b>Optional invitees:</b> (Include if required)</p>	<ul style="list-style-type: none"> <li>• Relationship direction</li> <li>• Future direction</li> <li>• Financial efficiencies</li> <li>• Continual improvement</li> </ul>	F2F meetings
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# SCHEDULE 4 – PERFORMANCE MANAGEMENT FRAMEWORK

## 1. DEFINITIONS

1.1 In this Schedule, the following definitions shall apply, and they shall supplement clause A1(Definitions and Interpretation):

**“Repeat Service Failure”** means a failure by the Contractor to meet the Target KPIs in two (2) consecutive months.

## 2. KPIs

2.1 The KPIs which the Parties have agreed shall be used to measure the performance of the Services by the Contractor are set out in Annex A.

2.2 The Parties shall, during the first Governance Board Meeting, discuss and agree additional KPIs as proposed by the Contractor that shall be used to measure the Contractor’s Performance in accordance with the provisions of Schedule 3 (Governance and Contract Management) and this Schedule.

2.3 The Contractor shall monitor its performance against each Target KPI and shall send the Authority a monthly Management Information Report detailing the Achieved KPIs in accordance with paragraphs 3.6 and 3.7 of Schedule 3 (Governance and Contract Management).

2.3 If the Contractor achieves a red KPI Rating for any KPI in any month, the Contractor shall prepare a remediation plan for the Authority’s Approval (the **“Contractor’s Remediation Plan”**), and submit it to the Authority alongside the monthly Management Information Report. The Contractor’s Remediation Plan shall detail the measures that the Contractor will take to: (a) rectify the failure to achieve the Target KPI; and (b) prevent a failure to achieve the Target KPI from recurring. The measures proposed may include the introduction of new KPIs.

2.4 When the Authority receives the Contractor’s Remediation Plan, it can either: (a) reject the Contractor’s Remediation Plan giving reasons; or (b) approve the Contractor’s Remediation Plan. If the Authority approves the Contractor’s Remediation Plan, the Contractor must immediately implement the plan at its own cost. If the Authority rejects the Contractor’s Remediation Plan, the Contractor shall provide a revised plan within the timescales agreed with the Authority and the Authority shall consider the revised Contractor’s Remediation Plan in accordance with this paragraph 2.4.

2.5 The Authority reserves the right to adjust, introduce new, or remove KPIs throughout the Contract Period, however any significant changes to the KPIs shall be agreed between the Parties in accordance with clause F6 (Variation).

## 3. SERVICE CREDITS

3.1 This paragraph 3 shall apply from the date of the first Governance Board Meeting until the End Date.

- 3.2 Without prejudice to any other rights the Authority has under this Contract in the event of inadequate performance by the Contractor, the Authority shall be entitled to either submit an invoice to the Contractor or make deductions from the Price corresponding to any Service Credits which have accrued in accordance with this Schedule.
- 3.3 If there is a Repeat Service Failure in respect of KPI 3, 4, 5 and/or 8 as set out in Annex A in the relevant month, Service Credits shall be applied at a rate of two per cent (2%) of the total Price payable by the Authority for the provision of the Services for that month in respect of each KPI for which there is a Repeat Service Failure.
- 3.4 Service Credits shall be applied in accordance with paragraph 3.3 for each Repeat Service Failure which occurs in respect of a KPI referred to in that paragraph. The maximum amount of Service Credits which shall be applied in accordance with paragraph 3.3 is eight per cent (8%) of the total Price payable by the Authority for the provision of the Services for that month.
- 3.5 The Authority shall use the monthly Management Information Reports supplied by the Contractor to verify the calculation and accuracy of the Service Credits, if any, applicable to each month. The Contractor shall provide to the Authority such documentation as the Authority may reasonably require in order to verify the level of performance by the Contractor and the calculations in respect of the amount of Service Credits applicable (if any) for the relevant month as detailed in the monthly Management Information Reports.
- 3.6 The Contractor acknowledges and agrees that any Service Credit is a price adjustment and not an estimate of the Loss that may be suffered by the Authority as a result of the Contractor's failure to meet any Target KPI.

## Annex A

Metric	KPI	Definition	What is required to measure this KPI	KPI Measurement	KPI Rating		
Quality Service of	<b>KPI 1 Induction and Training</b>	All contracted staff should be fully inducted, trained and briefed on the UK Pavilion protocols and working practices in line with the specification and the latest Expo guidance.	Training Matrix to be supplied on request to evidence that all staff have had the required training prior to their start date. To be measured at commencement of service and after one week of operational service.	Percentage of contracted staff that have received the required training	95%	98%	100%
Quality Service of	<b>KPI 2 ID Passes, Security and Uniforms</b>	All staff must be issued with Expo Accreditation, Uniforms and ID passes and security protocols explained and maintained.	Spot checks to ensure compliance with uniforms / dress code, passes and accreditation. Clothing to be clean and presentable at all times.	Number of non-compliance instances recorded each month	4 or more instance of non-compliance in any given month	No more than 4 instances of non-compliance per month	100% compliance per month
Delivery and support	<b>KPI 3 Adherence to Standard Operating Procedures</b>  <b>Service Credit 2%</b>	All staff must follow and comply with the Standard Operating Procedures	Adherence will be managed at a local level via Pavilion management team. Any non-compliance issues that have not been closed within the agreed timescale will be escalated in accordance with the escalating procedure described in the Specification of Requirements	Number of escalations relating to non-adherence to the Standard Operating Procedures during any given month	1 or more escalations in any given month	No more than 1 escalations per month	100% compliance per month
Delivery and support	<b>KPI 4 Worker Welfare</b>  <b>Service Credit 2%</b>	Ensure that all contracted staff are employed at a minimum in accordance with the Modern Slavery Act 2015 and the Expo Worker Welfare Standards.	Worker Welfare Audits will be undertaken in line with Expo Guidance and results and any remedial action plans submitted to the Authority within agreed timelines. Measured by independent audits performed by DIT's chosen Worker Welfare auditor.	Percentage of issues closed within the agreed response time to address any audit failures during any given month.	97% and under	98%	100%

Metric	KPI	Definition	What is required to measure this KPI	KPI Measurement	KPI Rating		
Delivery and support	<b>KPI 5 Contracted staff</b> <b>Service Credit 2%</b>	Supply staff as per the Specification of Requirements, including maintaining shift staffing levels, qualified shift management, cover for holidays/sickness/special leave and any overtime requirements.	Monthly reporting of staffing levels supported by Time Capture data	Percentage of contracted hours covered during any given month	97% and under	98%	100%
Delivery and support	<b>KPI 6 Staff Retention</b>	Create strong teams and limit attrition levels to maintain the best quality of service.	Monthly report showing the number of staff who handed their notices. Measured on a monthly basis at contract management meetings.	Attrition levels across the duration of the contract.	below 90%%	above 90-99%	100%
Delivery and support	<b>KPI 7 Health &amp; Safety</b>	The Contractor is responsible for the health and safety of their staff while carrying out operational tasks.	Review accident log for accidents judged to be caused by operational reasons.	Number of staff Health and Safety incidents recorded during any given month	More than 1 incident in a month	No more than 1 incident in a month	0 incidents in a month
Contract Management	<b>KPI 8 Delivery of a Fully Managed Service</b> <b>Service Credit 2%</b>	The Contractors team leaders and account management team are required to provide all required data and attend all scheduled meetings for reporting purposes to ensure the Service is delivered as outlined within the Specification of Requirements.	Management data provided in accordance with the Specification of Requirement	Percentage of required reports provided during any given month	94% and under	95-99%	100%
Cost	<b>KPI 9 Invoicing</b>	The Contractor to provide invoices in accordance with the agreed invoicing regime	Invoices to be provided as per the agreed invoicing regime as outlined within the Contract.	Number of non-compliant invoices per month.	94% and under	95-99%	100%

## SCHEDULE 5 - CHANGE CONTROL

### Contract Change Note ("CCN")

<b>CCN Number</b>	
<b>Contract Reference Number &amp; Title</b>	
<b>Variation Title</b>	
<b>Number of Pages</b>	

WHEREAS ServeU LLC, and the Authority entered into a Contract for the supply of HR Staffing Services for the UK Pavilion at Expo 2020 Dubai dated xxxxx (the "Original Contract") and now wish to amend the Original Contract

IT IS AGREED as follows

1. The Original Contract shall be amended as set out in this Change Control Notice:

Change Requestor / Originator		
Summary of Change		
Reason for Change		
Revised Contract Price	Original Contract Value	
	Previous Contract Changes	
	Contract Change Note	
	New Contract Value	
Revised Payment Schedule		
Revised Specification		
Revised Contract Period		
Change in Contract Manager(s)		
Other Changes		

2. Save as amended all other terms of the Original Contract shall remain effective.
3. This CCN takes effect from the date on which both Parties communicate acceptance of its terms in writing.







# SCHEDULE 8 – COMMERCIALLY SENSITIVE INFORMATION

This Schedule details the Contractor’s commercially sensitive information.

## 1. Commercially Sensitive Information

- 1.1 Without prejudice to the Authority's general obligations of confidentiality under clause E4 (Confidential Information), the Parties acknowledge that the Authority may have to disclose Information in or relating to this Contract following a Request for Information pursuant to clause E5 (Freedom of Information).
- 1.2 In this Schedule the Parties have sought to identify the Contractor's Confidential Information that is genuinely commercially sensitive and the disclosure of which would be contrary to the public interest.
- 1.3 Where possible the Parties have sought to identify when any relevant Information will cease to fall into the category of Information to which this Schedule applies.
- 1.4 Without prejudice to the Authority’s obligation to disclose Information in accordance with the FOIA and the EIR, the Authority will, acting reasonably but in its sole discretion, seek to apply the commercial interests exemption set out in section 43 of the FOIA to the Information listed below.

CONTRACTOR'S COMMERCIALLY SENSITIVE INFORMATION	DATE	DURATION OF CONFIDENTIALITY
N/A		

# SCHEDULE 9 – LABOUR GUIDELINES SCHEDULE

## 1. DEFINITIONS

In this Schedule, the following definitions shall apply, and they shall supplement clause A1(Definitions and Interpretation):

<b>MSA</b>	means the Modern Slavery Act 2015;
<b>Slavery</b>	means slavery, servitude, forced and compulsory labour and human trafficking, all of which have in common the deprivation of a person's liberty by another in order to exploit them for personal or commercial gain; and
<b>WWMAS</b>	means the Worker Welfare Minimum Assurance Standards issued by EXPO 2020 or any such replacement standards communicated to the Authority's Personnel from time to time.

## 2. STATEMENT

- 2.1 The Authority is committed to acting ethically and with integrity in all its business dealings and relationships and to implementing and enforcing effective systems and controls to ensure that modern Slavery is not taking place anywhere in its supply chains.
- 2.2 The Authority is also committed to improving the lives and work prospects of those individuals working in its supply chain and ensuring there is transparency in its own business and in its approach to tackling modern Slavery throughout its supply chains. The Authority expects the same high standards from all of its contractors, suppliers and other business partners, and as part of its contracting processes, it includes specific prohibitions against the use of forced, compulsory or trafficked labour, or anyone held in Slavery or servitude, whether adults or children, and it expects the Contractor to hold its own suppliers and the Contractor's Personnel to the same high standards.
- 2.3 This Schedule applies to all persons working for the Authority or on its behalf for the purposes of this Contract in any capacity, including employees at all levels of the Contractor's Personnel such as directors, officers, agency workers, seconded workers, volunteers, interns, agents, contractors, external consultants, third-party representatives and business partners (among others).

## 3. CONTRACTOR'S OBLIGATIONS

- 3.1 In performing its obligations under this Contract, the Contractor shall, and shall ensure that the Contractor's Personnel shall:
  - (a) comply with all requirements in the Expo 2020 Dubai Self-Build Pavilion Delivery Guide and all applicable anti-slavery and human trafficking laws, statutes, regulations, codes and decrees from time to time in force in the UK and any other Applicable Jurisdiction including but not limited to the MSA;

- (b) not engage in any activity, practice or conduct that would constitute an offence under the MSA if such activity, practice or conduct were carried out in the UK (regardless of where that activity was carried out). Such activity includes, among other things:
  - (i) the use of forced, bonded or involuntary prison labour;
  - (ii) using physical abuse or discipline, the threat of physical abuse, sexual or other abuse or intimidation; or
  - (iii) the use of child labour.
- (c) not engage in any activity, practice or conduct that would be considered a form of exploitation leading people to work against their will, be held in debt bondage or controlled by violence or intimidation. Practices leading to the exploitation of people include, among other things:
  - (i) the withholding of an individual's passport or travel documentation for reasons other than visa applications (or as directed by a government department);
  - (ii) excessive recruitment fees and/or loans which an individual is forced to repay before they may leave;
  - (iii) withholding of wages;
  - (iv) withholding, denying or delaying visa cancellations;
  - (v) preventing free movement or free communication with others outside of set premises; and
  - (vi) using a position of power or authority to control free movement which results in workers living or working in a situation which they would not freely choose.
- (d) include in any Sub-contracts and terms and conditions with its supply chain provisions which are at least as onerous as those set out in this Schedule;
- (e) remunerate their workforce in accordance with (i) fair and reasonable local standards of payment and (ii) with the WWMSA, whichever is higher;
- (f) provide evidence of it and its Sub-contractors' compliance with paragraph 3.1(e);
- (g) have and maintain throughout the Contract Period its own policies and procedures to ensure its compliance with the MSA;
- (h) without prejudice to the generality of paragraph 3.1(a), prepare a slavery and human trafficking statement in accordance with Section 54 of the MSA (such statement to be updated on an annual basis);
- (i) notify the Authority as soon as it becomes aware of any actual or suspected slavery or human trafficking in its supply chain, whether or not the Slavery or human trafficking is related to this Contract;
- (j) maintain a complete set of records to trace the supply chain of all goods and services provided to the Authority in connection with this Contract (and ensure that similar records are kept by its Sub-contractors), and permit the Authority and its third party representatives to inspect the Contractor's premises, records and to meet the Contractor's Personnel to audit the Contractor's compliance with its obligations under this Schedule; and

- (k) if the Contractor is unsure about whether a particular act, the treatment of workers more generally, or their working conditions within any tier of its supply chains constitutes any of the various forms of modern slavery, a breach of the MSA or this Schedule, it must be raised with the Authority.

3.2 The Contractor shall:

- (a) make reasonable enquiries to ensure that its officers, employees and Sub-contractors have not been convicted of slavery or human trafficking offences anywhere around the world; and
- (b) implement due diligence procedures to ensure that there is no slavery or human trafficking in any part of its supply chain performing obligations under this Contract.

3.3 Without prejudice to the generality of paragraph 3.2, the Contractor shall ensure that it identifies any slavery risks within its supply chain by providing information relating to any breach of the MSA by its Sub-contractors within the ten (10) years preceding this Contract.

3.4 The Contractor shall not subcontract any part of this Contract to:

- (a) any organisation or person or associated person who has been convicted of child labour or other forms of human trafficking within the five (5) years preceding this Contract;
- (b) any organisation or person who has not prepared a slavery and human trafficking statement in accordance with Section 54 of the MSA (such statement to be updated on an annual basis). In that respect, before subcontracting any part of the Services the Contractor shall provide the Authority with a copy of the Sub-contractor's slavery and human trafficking statement.

3.5 The Authority may commence an audit of the Contractor and the Contractor's Personnel once every six (6) months from the date of this Contract or within one day of a reported breach of the MSA, the WWMAS or this Schedule.

#### **4 RESPONSIBILITY FOR COMPLIANCE WITH THE MSA**

4.1 The Contractor has overall responsibility for ensuring that its supply chain complies with the Authority's legal and ethical obligations, and that all those under its control comply with those obligations.

4.2 The Contractor represents and warrants that as at the Effective Date:

- (a) it has not been convicted of any slavery or human trafficking offences anywhere around the world;
- (b) it has not been the subject of any investigation, inquiry or enforcement proceedings regarding any offence or alleged offence in connection with slavery or human trafficking anywhere around the world; or
- (c) to the best of its knowledge it is not currently under investigation, inquiry or enforcement proceedings in relation to any allegation of slavery or human trafficking offences anywhere around the world.

4.3 The Contractor's management at all levels are responsible for ensuring those reporting to them understand and comply with this Schedule and are given adequate and regular training on it and the issue of modern slavery in supply chains.

#### **5 COMPLIANCE WITH THIS SCHEDULE**

- 5.1 The prevention, detection and reporting of modern slavery in any part of the Authority's business or supply chains is the responsibility of all those working for the Authority or under the Authority's control. The Contractor is required to avoid any activity that might lead to, or suggest, a breach of this Schedule.
- 5.2 If the Contractor believes or suspects a breach of this Schedule has occurred or that it may occur the Contractor must notify the Authority as soon as possible. Where appropriate, and with the welfare and safety of local workers as a priority, the Authority may give support and guidance to the Contractor to address coercive or exploitative work practices in its business and supply chains.

## **6 COMMUNICATION AND AWARENESS OF THIS SCHEDULE**

- 6.1 Training on this Schedule, the MSA, and on the risk from modern slavery in supply chains, shall form part of the induction process for the Contractor's Personnel and regular training shall be provided as necessary to the Contractor's Personnel.
- 6.2 The Authority's zero-tolerance approach to modern slavery in its business and supply chains must be communicated to all suppliers, contractors and business partners at the outset of this Contract and reinforced as appropriate thereafter.

## **7 BREACHES OF THIS SCHEDULE** Where the Contractor or Contractor's Personnel have been found to have breached any part of this Schedule, the WWMAS or the MSA the relevant persons shall:

- (a) be required to attend a meeting with the Authority and any other entity identified by the Authority as notified and within seven (7) days of the breach or discovery of the breach;
  - (b) provide all information relevant to the breach to the Authority in the form requested by the Authority;
  - (c) coordinate and work with the Authority and any third parties identified by the Authority to address the breach in question; and
  - (d) comply with any action plan provided by the Authority in order to resolve the breach in question. Following implementation of the action plan the person in breach shall maintain regular contact as required by the Authority until such breach is rectified.
- 7.2 Notwithstanding any other provision of this Contract, the Authority may terminate this Contract with immediate effect by giving written notice to the Contractor if the Contractor or Contractor's Personnel commit a breach of this Schedule.

## SCHEDULE 10 - CONTRACTOR AND THIRD-PARTY SOFTWARE

### 1. Contractor Software

1.1 For the purposes of this Contract the Contractor Software comprises the following items:

Software	Supplier (if an Affiliate of the Contractor)	Purpose	No. of Licences	Restrictions	No. of copies	Other
N/A						

### 2. Third Party Software

2.1 For the purposes of this Contract the Third-Party Software shall consist of the following items:

Third Party Software	Supplier	Purpose	No. of Licences	Restrictions	No. of copies	Other
CAFM (Computer-aided Facilities Management)	Concept Evolution	RTI reporting of FM Incidents (cleaning, security, etc) facilitating faster incident response timings and accuracy of reporting	<b>10</b>	Data not to be shared beyond contractual parties and their authorised suppliers	<b>20</b>	
CAFM (Computer-aided Facilities Management)	Concept Connect	RTI reporting of FM Incidents (as above, but Restricted Access)	<b>50</b>	Data not to be shared beyond contractual parties and their authorised suppliers		

CAFM (Computer-aided Facilities Management)	FSI Go Mobile	RTI reporting of FM Incidents (User Licence)	<b>70</b>	Data not to be shared beyond contractual parties and their authorised suppliers		
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# **SCHEDULE 11 – SECURITY REQUIREMENTS, POLICY AND PLAN**

## **1. Introduction**

1.1 This Schedule outlines:

- (a) the principles of security applicable to the Contractor System, derived from the Security Policy Framework, including without limitation, principles of physical and information security;
- (b) the wider aspects of security relating to the Services;
- (c) the creation of the Security Plan;
- (d) the procedures for auditing and testing the Security Plan; and
- (e) the procedure for dealing with breaches of security.

## **2. Principles of Security**

2.1 The Contractor acknowledges that the Authority places great emphasis on confidentiality, integrity and availability of information and consequently on the security of the Premises and the security of the Contractor System. The Contractor also acknowledges the confidentiality of Authority Data.

2.2 The Contractor shall be responsible for the security of the Contractor System and shall at all times provide a level of security which:

- (a) is in accordance with Good Industry Practice and the Law;
- (b) complies with the Security Policy Framework; and
- (c) meets any specific security threats to the Contractor System.

2.3 Without limiting the generality of paragraph 2.2, the Contractor shall at all times ensure that the level of security employed in the provision of the Services is appropriate to maintain the following at acceptable risk levels (to be defined by the Authority):

- (a) loss of integrity of Authority Data;
- (b) loss of confidentiality of Authority Data;
- (c) unauthorised access to, use of, or interference with, Authority Data by any person or organisation;
- (d) unauthorised access to network elements, buildings, the Premises, and tools used by the Contractor in the provision of the Services;
- (e) use of the Contractor System or Services by any third party in order to gain unauthorised access to any computer resource or Authority Data; and

(f) loss of availability of Authority Data due to any failure or compromise of the Services.

### **3. Security Plan**

3.1 The Contractor shall develop, implement and maintain a Security Plan to apply during the Contract Period (and after the expiry or termination of this Contract as applicable) which will be approved by the Authority, tested, periodically updated and audited in accordance with the provisions of this Schedule.

3.2 Within thirty (30) days from the Effective Date, the Contractor will deliver to the Authority a completed Security Questionnaire. If the Contractor has a Security Plan in place, it should also provide a copy of this Security Plan alongside the completed Security Questionnaire.

3.3 Following the provision of the completed Security Questionnaire in accordance with paragraph 3.2, the Parties shall co-operate to prepare and agree the Security Plan which will be based on the Security Questionnaire.

3.4 The Parties will use all reasonable endeavours to ensure that the approval process to agree the Security Plan takes as little time as possible. If the Parties are unable to agree the Security Plan within fifteen (15) Working Days (or such other period as the Parties may agree in writing) from the date of the submission of the completed Security Questionnaire by the Contractor, the matter will be resolved in accordance with clause I3 (Dispute Resolution).

3.5 If the Security Plan is approved by the Authority it will be adopted by the Contractor immediately.

3.6 The Security Plan will set out the security measures to be implemented and maintained by the Contractor in relation to all aspects of the Services and all processes associated with the delivery of the Services and shall at all times comply with and specify security measures and procedures which are sufficient to ensure that the Services comply with:

- (a) the provisions of this Schedule 11;
- (b) the provisions of Schedule 1 (Services) relating to security;
- (c) the obligations of the Contractor under clause E (Protection of Information);
- (d) the minimum set of security measures and standards required where the Contractor will be handling Protectively Marked or sensitive information, as determined by the Security Policy Framework;
- (e) any other extant national information security requirements and guidance, as provided by the Authority's IT security officers to the Contractor; and
- (f) appropriate ICT standards for technical countermeasures which are included in the Contractor System.

3.7 The references to standards, guidance and policies set out in this Schedule shall be deemed to be references to such items as developed and updated from time to time and to any successor to or replacement for such standards, guidance and policies, from time to time.

- 3.8 If there is any inconsistency in the provisions of the standards, guidance and policies set out in this Schedule, the Contractor shall notify the Authority of such inconsistency immediately upon becoming aware of the same, and the Authority shall, as soon as practicable, advise the Contractor which provision the Contractor shall be required to comply with.
- 3.9 The Security Plan will be structured in accordance with ISO/IEC27002 and ISO/IEC27001 or other equivalent policy or procedure, cross-referencing if necessary, to other schedules of this Contract which cover specific areas included within that standard.
- 3.10 The Security Plan shall not reference any other documents which are not either in the possession of the Authority or otherwise specified in this Schedule 11.

#### **4. Amendment and Revision**

- 4.1 The Security Plan shall be fully reviewed and updated by the Contractor periodically as agreed between the Parties to reflect:
- (a) emerging changes in Good Industry Practice;
  - (b) any change or proposed change to the Contractor System, the Services and/or associated processes;
  - (c) any new perceived or changed threats to the Contractor System;
  - (d) changes to security policies introduced Government-wide or by the Authority; and/or
  - (e) a reasonable request by the Authority.
- 4.2 The Contractor shall provide the Authority with the results of such reviews of the Security Plan as soon as reasonably practicable after their completion and the Parties shall discuss any amendments that may need to be made to the Security Plan to address any issues highlighted by the review. If the Parties are unable to agree any such changes to the Security Plan, the matter will be resolved in accordance with clause 13 (Dispute Resolution).
- 4.3 Any change that needs to be made to the Security Plan following a review in accordance with this paragraph 4 shall be made at no additional cost to the Authority.
- 4.4 Any change or amendment which the Contractor proposes to make to the Security Plan (as a result of an Authority request or change to this Contract or otherwise) shall be subject to a CCN and shall not be implemented until Approved.

#### **5. Audit and Testing**

- 5.1 The Contractor shall conduct tests of the processes and countermeasures contained in the Security Plan periodically as agreed between the Parties. The date, timing, content and conduct of such Security Tests shall be agreed in advance with the Authority.
- 5.2 The Authority shall be entitled to send a representative to witness the conduct of the Security Tests carried out pursuant to paragraph 5.1. The Contractor shall provide the Authority with the results of such tests (in an Approved form) as soon as practicable after completion of each Security Test.
- 5.3 Without prejudice to any other right of audit or access granted to the Authority pursuant to this Contract, the Authority shall be entitled at any time and without giving notice to the

Contractor to carry out such tests (including penetration tests) as it may deem necessary in relation to the Security Plan and the Contractor's compliance with and implementation of the Security Plan. The Authority may notify the Contractor of the results of such tests after completion of each such test.

- 5.4 Security Tests shall be designed and implemented so as to minimise the impact on the delivery of the Services.
- 5.5 Where any Security Test carried out pursuant to paragraphs 5.1 or 5.3 reveals any actual or potential security failure or weaknesses, the Contractor shall promptly notify the Authority of any changes to the Security Plan (and the implementation thereof) which the Contractor proposes to make in order to correct such failure or weakness. Subject to Approval in accordance with clause I2 (Authority's Approvals Resolution Procedure), the Contractor shall implement such changes to the Security Plan in accordance with the timetable agreed with the Authority or, otherwise, as soon as reasonably possible. For the purposes of this paragraph, a weakness means a vulnerability in security and a potential security failure means a possible breach of the Security Plan or security requirements set out in this Contract.
- 5.6 Any change that needs to be made to the Security Plan following a Security Test carried out in accordance with this paragraph 5 shall be made at no additional cost to the Authority.

## **6. Breach of Security**

- 6.1 Either Party shall notify the other immediately upon becoming aware of any potential or actual Breach of Security including, but not limited to, an actual, potential or attempted breach, or threat to, the Security Plan.
- 6.2 Upon becoming aware of any of the circumstances referred to in paragraph 6.1, the Contractor shall immediately take all reasonable steps necessary to:
- (a) remedy such breach and prevent an equivalent breach in the future; or
  - (b) protect the Contractor System against any such potential or attempted breach or threat.
- 6.3 The steps referred to in paragraph 6.2 shall include any action or changes reasonably required by the Authority. If such action is taken in response to a breach that is determined by the Authority acting reasonably not to be covered by the obligations of the Contractor under this Contract, then the Contractor shall be entitled to request a variation to this Contract in accordance with the provisions of clause F6 (Variation).
- 6.4 The Contractor shall as soon as reasonably practicable provide to the Authority full details (using such reporting mechanism as may be specified by the Authority from time to time) of such actual, potential or attempted Breach of Security and of the steps taken in respect thereof.

## APPENDIX 1 - SECURITY QUESTIONNAIRE

Section	Ref.	Question
Policy Standards &	1A	Please confirm that you understand that your responses to this questionnaire will form the initial Security Plan and will be included in contract.
Policy Standards &	1B	Please confirm your organisation and any subcontractors' will conform to the requirements set out in this questionnaire.
Policy Standards &	1C	If you believe that the <a href="#">Public Sector Network (PSN)</a> Code of Connection will apply to your organisation and any sub-contractors, please provide details of how you will conform to this.
Policy Standards &	1D	Please confirm that your organisation and any sub-contractors will handle Client assets in accordance with legislation including the <a href="#">Data Protection Act</a>
Policy Standards &	1E	Please also confirm your Data Protection registration number. More information can be found via the following link: <a href="#">Information Commissioners Office</a>
Policy Standards &	1F	Please provide details about your organisation Data Protection Officer
Policy Standards &	1G	Please provide details of your organisations Security Policy (or include as an attachment), which should be approved and issued in the name of Senior Management.
Policy Standards &	1H	Please provide the name of your Security Manager, who will act as a first point of contact and conduct ongoing management of security risks and incidents (including identification, managing, and reporting in line with agreed procedures for actual or suspected security breaches).
Policy Standards &	1I	If you intend to involve sub-contractors at any stage during the Contract, please list them and provide details of how you will ensure their compliance with all aspects of this Security Plan.
Policy Standards &	1J	Please provide details of any security accreditation that your organisation currently possesses, such as but non-exclusive to Business Impact Level assessment, ISO 27001, PCI DSS, Cyber Essentials and describe the process used to achieve the accreditation and the Scope it covers and dates. Where applicable please state the Business Impact Level accreditation achieved by your organisation
Physical Security	2A	Please provide details of the procedures and security in place to control access to the site perimeter. Detail measures such as fencing, CCTV, guarding, and procedures and controls in place to handle staff and visitors requesting access to the site. Please also provide details of the maintenance schedule of your security controls to ensure their effectiveness
IT Security	3A	Please provide details of the controls and processes you have in place covering patching, malware (anti-virus), boundary/network security (intruder detection), content checking/blocking (filters), lockdown (prevention), and how regularly you update them.
IT Security	3B	Please provide details of the overall security and access control policy of your systems covering physical and electronic assets (including communications connection equipment, e.g. bridge, routers, patch panels). You should record details of the formal registration/deregistration process, how users are Authorised, Authenticated and held Accountable for their actions. Also Include details of the measures in place to manage privilege access e.g. System Administrators and remote users.
IT Security	3C	Please provide details of your security and access control policy, including User Access Monitoring and additional security for more sensitive information assets.

<b>Section</b>	<b>Ref.</b>	<b>Question</b>
<b>IT Security</b>	3D	Please describe how you ensure all software and data is approved before being installed, and how your information systems are reviewed for compliance with security implementation standards (e.g. penetration testing).
<b>IT Security</b>	3E	Please provide details of the controls and processes (including level of encryption and controlled access procedures) you have in place for the use of portable media and storage devices exceptionally loaded with Client data.
<b>IT Security</b>	3F	Please provide details of how all equipment (e.g. hardware, portable media) that holds or has held data will be destroyed or decommissioned, and how all data will be rendered unreadable and irretrievable in line with HMG Infosec Standard No. 5
<b>Personnel Security</b>	4A	Have all staff who will have access to, or come in to contact with Client data or assets undergone pre-employment checks as necessary? Please provide details of the measures you have in place. e.g. HMG Baseline Personnel Security Standard (BPSS)
<b>Personnel Security</b>	4B	Please provide details of how you will ensure that all staff accessing Client data are aware of the confidential nature of the data and comply with their legal and specific obligations under the Contract? e.g handling data in accordance with HMG Security Classifications Policy
<b>Personnel Security</b>	4C	Please provide details of your procedures for on and off boarding staff? (Including removing access rights from staff).
<b>Personnel Security</b>	4D	Please provide details of the ongoing training you provide to staff in respect of data security, including risk awareness and the identification and reporting of security incidents. Please also provide details of your documented information security procedures and processes that are available to all staff who will have access to or come in to contact with Client data.
<b>Personnel Security</b>	4E	The Client may request that the Contractor's personnel who have access to Client data, and/or are directly involved in the service provision, sign a copy of the Client's Confidentiality Agreement. Please confirm that you will provide signed hard copies of the Confidentiality Agreement for all personnel involved in this Contract if requested.
<b>Process Security</b>	5A	Please provide details of the format in which Client data will be held i.e. electronic and/or paper records, how you will ensure segregation of Client data, the locations where this data will be processed, the purpose for maintaining records (specifically in hard copy format) and how records will be stored,
<b>Process Security</b>	5B	Please confirm your understanding and agreement that the transfer of any data to third parties (any individual or group other than the main Contractor including any associates/sub-contractors) is prohibited without prior written consent from the Client. If you anticipate transferring data, especially using portable media during the delivery of this project, please set out your proposed transfer procedures for consideration.
<b>Process Security</b>	5C	Please confirm that you understand that Client Data should not be accessed, processed or stored outside the United Kingdom without the express permission of the Client. If you intend to store data outside of the UK, please provide details on how and where the data will be stored and provide details of how you comply with Cabinet Office policy for offshoring.

<b>Section</b>	<b>Ref.</b>	<b>Question</b>
<b>Process Security</b>	5D	Client data must only used as necessary for the performance of your obligations under the Contract, or as otherwise expressly authorised in writing by the Client. In order to protect against loss, destruction, damage, alteration or disclosure, and to ensure it is not stored, copied or generated except as necessary and authorised, please provide details of the technical and organisational measures you have in place (including segregation of duties and areas of responsibility) to protect against: accident, or malicious intent (including theft, attempted theft, misuse or inappropriate accessing of data), within your organisation, and any subcontractors or partners you may use to deliver the contract.
<b>Process Security</b>	5E	Please set out your proposed incident handling procedures in the event of any of the above happening, and detail the remedial action (including a documented reporting process) you would implement to mitigate any data loss.
<b>Process Security</b>	5F	Please set out your proposed Individual Rights Request e.g. Subject Access Request procedure in the event of any requests being made
<b>Process Security</b>	5G	Please describe your disciplinary procedures in the event of a security breach involving Client data.
<b>Process Security</b>	5H	Please describe how you would sanitise information (paper and electronic) at the end of the retention period, and/or contract period and describe the destruction methods you would normally utilise.
<b>Process Security</b>	5I	Please provide confirmation that a Data Protection Privacy Impact Assessment will be carried out and shared with the client
<b>Business Continuity</b>	6A	Please provide an overview of your organisation's business continuity and disaster recovery plans in terms of the Client data under the Contract or attach a copy of your Business Continuity Plan. Please specify if you operate business continuity or disaster recovery from offshore. Also, please provide details on when and how frequently these plans are tested and advise when they were last tested and confirm that results of testing exercises are available for review if requested.
<b>Cryptography</b>	7A	Please provide details of processes and procedures in place for handling cryptographic material.

## SCHEDULE 12 – PROCESSING, PERSONAL DATA AND DATA SUBJECTS

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

1. The contact details of the Authority's 's Data Protection Officer are:

[REDACTED]

2. The contact details of the Contractor's Data Protection Officer are:

[REDACTED]

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

Description	Details
Identity of the Controller and the Processor for each category of Personal Data	<p>The Authority is Controller and the Contractor is Processor</p> <p>The Parties acknowledge that in accordance with clauses E2.2 to E2.15 and for the purposes of the Data Protection Legislation, the Authority is the Controller and the Contractor is the Processor of the following Personal Data:</p> <ul style="list-style-type: none"> <li>• Staff employment details.</li> </ul> <p>The Contractor is Controller and the Authority is Processor</p> <p>The Parties acknowledge that for the purposes of the Data Protection Legislation, the Contractor is the Controller and the Authority is the Processor in accordance with clauses E2.2 to E2.15 of the following Personal Data:</p> <ul style="list-style-type: none"> <li>• Computer Aided Facilities Management software reporting &amp; analysis.</li> </ul> <p>Guidance: where multiple relationships have been identified above, please address the below rows in the table in respect of each relationship identified</p>

Subject matter of the processing	The processing is needed in order to ensure that the Processor can effectively deliver the contract to provide staffing & Facilities Management services for the operation of the UK Pavilion at Expo 2020 Dubai.
Duration of the processing	Throughout the Contract Period.
Nature and purposes of the processing	<p>The nature of the processing shall include:</p> <ul style="list-style-type: none"> <li>• the collection, recording, organisation, structuring, storage, consultation, use, disclosure by transmission, dissemination, summarizing, reporting and updating of data (whether or not by automated means).</li> </ul> <p>The purpose of the processing shall include:</p> <ul style="list-style-type: none"> <li>• recruitment and selection assessment &amp; process, employment processing, statutory obligation, Computer Aided Facilities Management software operation.</li> </ul> <p>It is hereby acknowledged by the Data Controller that the Data Processor shall be processing data outside of the EU, in the United Arab Emirates, where the services are being delivered by the Contractor under this Contract.</p>
Type of Personal Data being Processed	<p>Personal Data may include:</p> <ul style="list-style-type: none"> <li>• Name, address, date of birth, passport number, EID number, visa number, health details/personal history required for health insurance, email, telephone number, pay, images, biometric data, references.</li> </ul>
Categories of Data Subject	Staff (including temporary workers), subcontractors, suppliers, patients, members of the public, use of CAFM software reporting.
<p>Plan for return and destruction of the data once the processing is complete</p> <p>UNLESS requirement under union or member state law to preserve that type of data.</p>	<p>The data will be retained for up to 12 months following the end of the contract, and will then be destroyed with the exception of core data required by UAE Law to be retained by the Contractor as the employer of all Staff members deployed under this Contract.</p>

## **SCHEDULE 13 – JOINT CONTROLLER AGREEMENT**

Not used

## **SCHEDULE 14 – CONTRACTOR’S PROPOSAL**









































































































































## SCHEDULE 15 – Business Continuity and disaster recovery

### 1. Definitions

1.1 In this Schedule, the following words shall have the following meanings and they shall supplement clause A1 (Definitions and Interpretation):

<b>"BCDR Plan"</b>	has the meaning given to it in Paragraph 2.2 of this Schedule;
<b>"Business Continuity Plan"</b>	has the meaning given to it in Paragraph 2.2(b) of this Schedule;
<b>"Business Continuity Services"</b>	has the meaning given to it in Paragraph 4.2(b) of this Schedule;
<b>"Contractor's Proposals"</b>	has the meaning given to it in Paragraph 6.3 of this Schedule;
<b>"Disaster"</b>	the occurrence of one or more events which, either separately or cumulatively, mean that the Services, or a material part thereof will be unavailable (or could reasonably be anticipated to be unavailable) for a period of twenty-four (24) hours;
<b>"Disaster Recovery Services"</b>	the processes and procedures for restoring the provision of the Services following the occurrence of a Disaster;
<b>"Disaster Recovery Plan"</b>	has the meaning given to it in Paragraph 2.2(c) of this Schedule;
<b>"Related Supplier"</b>	any person who provides goods and/or services to the Contractor or the Authority which are related to the Services from time to time; and
<b>"Review Report"</b>	has the meaning given to it in Paragraph 6.3 of this Schedule.

### 2. BCDR Plan

2.1 At least ninety (90) Working Days from the Effective Date, the Contractor shall prepare and deliver to the Authority for the Authority's Approval a plan (a **"BCDR Plan"**), which shall detail the processes and arrangements that the Contractor shall follow to:

- (a) ensure continuity of the business processes and operations supported by the Services following any failure or disruption of any element of the Services; and
- (b) the recovery of the Services in the event of a Disaster.

2.2 The BCDR Plan shall be divided into three sections:

- (a) Section 1 which shall set out general principles applicable to the BCDR Plan;
- (b) Section 2 which shall relate to business continuity (the **"Business Continuity Plan"**); and
- (c) Section 3 which shall relate to disaster recovery (the **"Disaster Recovery Plan"**).

2.3 Following receipt of the draft BCDR Plan from the Contractor, 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 set out in clause I3.

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

#### 3.1 Section 1 of the BCDR Plan shall:

- (a) set out how the business continuity and disaster recovery elements of the BCDR Plan link to each other;
- (b) provide details of how the invocation of any element of the BCDR Plan may impact upon the provision of the Services and any goods and/or services provided by a Related Supplier;
- (c) contain an obligation upon the Contractor to liaise with the Authority and any Related Suppliers with respect to business continuity and disaster recovery;
- (d) detail how the BCDR Plan interoperates with any overarching disaster recovery or business continuity plan of the Authority and any of its other Related Suppliers in each case as notified to the Contractor by the Authority from time to time;
- (e) contain a communication strategy including details of an incident and problem management service and advice and help desk facility which can be accessed via multiple channels;
- (f) contain a risk analysis, including:
  - (a) failure or disruption scenarios and assessments of likely frequency of occurrence;
  - (b) identification of any single points of failure within the provision of the Services and processes for managing those risks;
  - (c) identification of risks arising from the interaction of the provision of the Services with the goods and/or services provided by a Related Supplier; and
  - (d) a business impact analysis of different anticipated failures or disruptions;
- (g) provide for documentation of processes, including business processes, and procedures;
- (h) set out key contact details for the Contractor (and any Subcontractors) and for the Authority;
- (i) identify the procedures for reverting to "normal service";
- (j) set out method(s) of recovering or updating data collected (or which ought to have been collected) during a failure or disruption to minimise data loss;
- (k) identify the responsibilities (if any) that the Authority has agreed it will assume in the event of the invocation of the BCDR Plan; and
- (l) provide for the provision of technical assistance to key contacts at the Authority as required by the Authority to inform decisions in support of the Authority's business continuity plans.

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

- (a) the Services are provided in accordance with this Contract at all times during and after the invocation of the BCDR Plan;
- (b) the adverse impact of any Disaster is minimised as far as reasonably possible;

- (c) it complies with the relevant provisions of ISO/IEC 27002, ISO22301/ISO22313 and all other industry standards from time to time in force; and
  - (d) it details a process for the management of disaster recovery testing.
- 3.3 The BCDR Plan shall be upgradeable and sufficiently flexible to support any changes to the Services and the business operations supported by the provision of the Services.
- 3.4 The Contractor shall not be entitled to any relief from its obligations under the KPIs, or to any increase in the Price to the extent that a Disaster occurs as a consequence of any breach by the Contractor of this Contract.

#### **4. General Principles of the Business Continuity Plan (Section 2)**

- 4.1 The Business Continuity Plan shall set out the arrangements that are to be invoked to ensure that the business processes facilitated by the provision of the Services remain supported and to ensure continuity of the business operations supported by the Services including:
- (a) the alternative processes, options and responsibilities that may be adopted in the event of a failure in or disruption to the provision of the Services; and
  - (b) the steps to be taken by the Contractor upon resumption of the provision of the Services in order to address the effect of the failure or disruption.
- 4.2 The Business Continuity Plan shall:
- (a) address the various possible levels of failures of or disruptions to the provision of the Services;
  - (b) set out the goods and/or services to be provided and the steps to be taken to remedy the different levels of failures of and disruption to the Services (such services and steps, the “**Business Continuity Services**”);
  - (c) specify any applicable KPIs with respect to the provision of the Business Continuity Services and details of any agreed relaxation to the KPIs in respect of the provision of other Services during any period of invocation of the Business Continuity Plan; and
  - (d) set out the circumstances in which the Business Continuity Plan is invoked.

#### **5. General Principles of the Disaster Recovery Plan (Section 3)**

- 5.1 The Disaster Recovery Plan (which shall be invoked only upon the occurrence of a Disaster) shall be designed to ensure that upon the occurrence of a Disaster the Contractor ensures continuity of the business operations of the Authority supported by the Services following any Disaster or during any period of service failure or disruption with, as far as reasonably possible, minimal adverse impact.
- 5.2 The Disaster Recovery Plan shall include an approach to business continuity and disaster recovery that addresses the following:
- (a) loss of access to the Premises;
  - (b) loss of utilities to the Premises;
  - (c) loss of the Contractor's helpdesk;
  - (d) loss of a Subcontractor;
  - (e) emergency notification and escalation process;
  - (f) contact lists;

- (g) staff training and awareness;
- (h) Disaster Recovery Plan testing;
- (i) post implementation review process;
- (j) any applicable KPIs with respect to the provision of the Disaster Recovery Services and details of any agreed relaxation to the KPIs in respect of the provision of other Services during any period of invocation of the Disaster Recovery Plan;
- (k) details of how the Contractor shall ensure compliance with security standards ensuring that compliance is maintained for any period during which the Disaster Recovery Plan is invoked;
- (l) access controls to any disaster recovery sites used by the Contractor in relation to its obligations pursuant to this Schedule; and
- (m) testing and management arrangements.

## 6. Review and changing the BCDR Plan

6.1 The Contractor shall review the BCDR Plan:

- (a) on a regular basis as agreed between the Parties;
- (b) within one (1) week of the BCDR Plan (or any part) having been invoked pursuant to Paragraph 8; and
- (c) where the Authority requests in writing any additional reviews (over and above those provided for in Paragraphs 6.1(a) and 6.1(b) of this Schedule) whereupon the Contractor shall conduct such reviews in accordance with the Authority's written requirements. Prior to starting its review, the Contractor shall provide an accurate written estimate of the total costs payable by the Authority for the Authority's approval. The costs of both Parties of any such additional reviews shall be met by the Authority except that the Contractor shall not be entitled to charge the Authority for any costs that it may incur above any estimate without the Authority's prior written approval.

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

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

6.4 Following receipt of the Review Report and the Contractor's Proposals, the Parties shall use reasonable endeavours to agree the Review Report and the Contractor's Proposals. If the Parties are unable to agree the Review Report and the Contractor's Proposals within twenty (20) Working Days of its submission, then such dispute shall be resolved in accordance with the dispute resolution procedure set out in clause 13.

6.5 The Contractor shall as soon as is reasonably practicable after receiving the approval of the Contractor's Proposals effect any change in its practices or procedures necessary so as to give effect to the Contractor's Proposals. Any such change shall be at the Contractor's

expense unless it can be reasonably shown that the changes are required because of a material change to the risk profile of the Services.

## **7. Testing the BCDR Plan**

- 7.1 The Contractor shall test the BCDR Plan:
- (a) regularly as agreed by the Parties;
  - (b) in the event of any major reconfiguration of the Services;
  - (c) at any time where the Authority considers it necessary (acting in its sole discretion).
- 7.2 If the Authority requires an additional test of the BCDR Plan, it shall give the Contractor written notice and the Contractor shall conduct the test in accordance with the Authority's requirements and the relevant provisions of the BCDR Plan. The Contractor's costs of the additional test shall be borne by the Authority unless the BCDR Plan fails the additional test in which case the Contractor's costs of that failed test shall be borne by the Contractor.
- 7.3 The Contractor shall undertake and manage testing of the BCDR Plan in full consultation with and under the supervision of the Authority and shall liaise with the Authority in respect of the planning, performance, and review, of each test, and shall comply with the reasonable requirements of the Authority.
- 7.4 The Contractor shall ensure that any use by it or any Subcontractor of "live" data in such testing is first approved with the Authority. Copies of live test data used in any such testing shall be (if so required by the Authority) destroyed or returned to the Authority on completion of the test.
- 7.5 The Contractor shall, within twenty (20) Working Days of the conclusion of each test, provide to the Authority a report setting out:
- (a) the outcome of the test;
  - (b) any failures in the BCDR Plan (including the BCDR Plan's procedures) revealed by the test; and
  - (c) the Contractor's proposals for remedying any such failures.
- 7.6 Following each test, the Contractor shall take all measures requested by the Authority to remedy any failures in the BCDR Plan and such remedial activity and re-testing shall be completed by the Contractor, at its own cost, by the date reasonably required by the Authority.

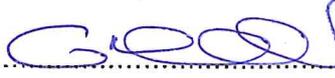
## **8. Invoking the BCDR Plan**

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

## **9. Circumstances beyond the Contractor's control**

- 9.1 The Contractor shall not be entitled to relief under Clause G3 (Force Majeure) if it would not have been impacted by the Force Majeure Event had it not failed to comply with its obligations under this Schedule.

IN WITNESS of which this Agreement has been duly executed by the Parties.

Signed by:  .....

by (print name): SARF READER - GENERAL MANAGER

As Contractor for and on behalf of ServeU

Date: 09.02.2020 .....

Signed by: P. Kellett .....

by (print name): Paul Kellett .....

As Authority for and on behalf of Department for International Trade

Date: 26<sup>th</sup> January 2020 .....