



### Contract Order Form and Contract Conditions

<b>1. Contract Reference</b>	<b>TRGF3140</b> <b>Industrial Disease Claims Handling (British Railways Board)</b>
<b>2. Commercially Sensitive Information</b>	means the information (i) listed in the Commercially Sensitive Information Schedule; or (ii) notified to the Client in writing (prior to the commencement of this Contract) which has been clearly marked as Commercially Sensitive Information comprised of information: <ul style="list-style-type: none"><li>• which is provided by the Contractor to the Authority in confidence for the period set out in that Schedule or notification; and/or</li><li>• that constitutes a trade secret</li></ul>
<b>3. Date</b>	<b>24/10/2023</b>
<b>4. Buyer</b>	<b>Department for Transport</b> Great Minster House 33 Horseferry Road, London, SW1P 4DR
<b>5. Supplier</b>	<b>Crawford &amp; Company Adjusters (UK) Limited</b> The Hallmark Building, 106 Fenchurch Street, London EC3M 5JE
<b>6. The Contract</b>	<p>The Supplier shall supply the deliverables described below on the terms set out in this Order Form.</p> <p>Unless the context otherwise requires, capitalised expressions used in this Order Form have the same meanings as in Conditions.</p> <p>In the event of any conflict between this Order Form and the Conditions, this Order Form shall prevail.</p> <p>Please do not attach any Supplier terms and conditions to this Order Form as they will not be accepted by the Buyer and may delay conclusion of the Contract.</p>
<b>7. Deliverables</b>	<b>Services</b>  British Railways Board (BRB) was a major employer for many years as owner of the railway infrastructure, operator of trains, ships and hotels and varied industrial businesses. Following privatisation, legal responsibility for compensation claims resulting from these

	<p>activities before their sale or closure remained with BRB and is now vested in DfT. Where BRB's legal liability transferred to a privatised company, BRB generally provided the purchaser with an indemnity at the time of sale. Most of these have now expired but a few effectively have no time limit. It should be noted that the privatisation process completed in 1997 and so any claims will relate to alleged negligent exposure up to that time only.</p> <p>The Contractor will manage all existing and new claims made against DfT as successor to BRB or its subsidiary companies where DfT is the correct legal defendant or another industry party is the legal defendant but DfT is wholly or partly financially liable and has the right to conduct the claim.</p> <p>It will also administer indemnity liabilities by receiving and verifying claims made by indemnified parties, including taxation issues and reimbursement where appropriate, in accordance with the terms of the relevant indemnity.</p> <p>Key Performance Indicators:</p> <ol style="list-style-type: none"> <li>1. Every claim must be acknowledged within 10 working days from the date of receipt and any missing information identified and requested, except in the case of mesothelioma claims by a living claimant, which shall be acknowledged within 5 working days of receipt.</li> <li>2. Where proceedings are served direct upon the Contractor, the claim must be referred to DfT within 2 working days with a copy of the file.</li> <li>3. Applications for pre-action disclosure must be dealt with in accordance with the time limit prescribed by the Civil Procedure Rules.</li> <li>4. All incoming correspondence must be acknowledged within 10 working days. If a full response cannot be given within a further 5 working days, an explanation for the delay must be given.</li> <li>5. DfT staff must be given full and unrestricted access to any electronic claims database, including the ability to write to the database. Any technical faults must be resolved to DfT's satisfaction within 3 working days, failing which a full explanation must be given with time estimate for reinstatement.</li> <li>6. Where applicable, claims must be registered with the Compensation Recovery Unit within 7 days of receipt and thereafter an up to date Certificate of Recoverable Benefits to be available until the claim has been settled.</li> </ol>
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	7. DfT must be informed promptly and kept advised of any claim which is likely to or does generate adverse public interest or publicity.
<b>8. Specification</b>	Annex 2 – Statement of Requirements
<b>9. Term</b>	24 Months (2 years).
<b>10.Charges</b>	<p>The Charges for the Deliverables shall be as set out as per below:</p> <p>Contract value not to exceed <b>£52,000.00</b> excluding VAT.</p> <p>Charging details as per Annex 3.</p>
<b>11.Payment</b>	<p>Suppliers must be in possession of a written purchase order (PO), before commencing any work under this contract. The Purchase Order Number for this contract is: <b>[TBC]</b>. You must quote the aforementioned PO number on all invoices, and these must be submitted directly to:</p> <p><b>Accounts Payable, Shared Services arvato, 5 Sandringham Park, Swansea Vale, Swansea SA7 0EA</b></p> <p>To avoid delay in payment it is important that the invoice is compliant and that it includes a valid PO Number, PO Number item number (if applicable) and the details (name and telephone number) of your Buyer contact (i.e. Contract Manager). Non-compliant invoices will be sent back to you, which may lead to a delay in payment.</p> <p>If you have a query regarding an outstanding payment please contact our Accounts Payable section:</p> <p><a href="mailto:ssa.invoice@sharedservicesarvato.co.uk">ssa.invoice@sharedservicesarvato.co.uk</a></p>

<b>12. Buyer Authorised Representative(s)</b>	<p>For general liaison your contact will continue to be</p> <p>[REDACTED]</p> <p>DfT Industrial Disease Claims (BRB)</p> <p>[REDACTED] <a href="mailto:[REDACTED]@dft.gov.uk">@dft.gov.uk</a></p> <p>[REDACTED]</p>																																		
<b>13. Address notices for</b>	<table border="0"> <thead> <tr> <th data-bbox="611 600 1161 645">Buyer:</th><th data-bbox="1161 600 1549 645">Supplier:</th></tr> </thead> <tbody> <tr> <td>[REDACTED]</td><td>[REDACTED]</td></tr> <tr> <td>[REDACTED]</td><td>[REDACTED]   [REDACTED]</td></tr> <tr> <td>[REDACTED]</td><td>[REDACTED] [REDACTED] [REDACTED]</td></tr> <tr> <td>[REDACTED]</td><td>[REDACTED]</td></tr> <tr> <td>[REDACTED]</td><td>[REDACTED]</td></tr> <tr> <td>[REDACTED]</td><td>[REDACTED] [REDACTED]</td></tr> <tr> <td>[REDACTED]</td><td>[REDACTED]</td></tr> <tr> <td>[REDACTED]</td><td>[REDACTED]</td></tr> <tr> <td>[REDACTED]</td><td>[REDACTED]</td></tr> <tr> <td>[REDACTED]</td><td>[REDACTED]</td></tr> </tbody> </table>	Buyer:	Supplier:	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]   [REDACTED]	[REDACTED]	[REDACTED] [REDACTED] [REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED] [REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]												
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<b>15.Procedures and Policies</b>	Supplier to provide proof of professional indemnity insurance.

Signed for and on behalf of the <b>Supplier</b>	Signed for and on behalf of the <b>Buyer</b> ( <i>on behalf of the Secretary of State for Transport</i> )
Name: <div></div> <div></div>	Name: <div></div> <div></div>
Date: <div>24 October 2023   4:55 AM PDT</div>	Date: 17/10/2023
Signature: <div></div>	Signature: <div></div>

## Annex 1 – Authorised Processing Template

The Parties acknowledge that for the purposes of the Data Protection Legislation, the Authority is the Controller, and the Contractor is the Processor in accordance with Clause

<b>Contract:</b>	<b>TRGF3140</b>
<b>Date:</b>	<b>24/10/2023</b>
<b>Description Of Authorised Processing</b>	<b>Industrial Disease Claims Handling (British Railways Board)</b>
Subject matter of the processing	The processing is needed to ensure that the Processor can effectively handle claims in accordance with the applicable law.
Duration of the processing	2 years from 1st April 2023.
Nature and purposes of the processing	<ol style="list-style-type: none"> <li>1. Administration of third party claims, including but not limited to: <ol style="list-style-type: none"> <li>a. claims administration, including intake, assessment, investigation, valuation, and settlement</li> <li>b. loss adjusting, surveys, appraisals, assessments and other claims handling activities</li> <li>c. communications with claimants, insureds, related parties and others regarding the assessment, evaluation, and resolution of claims</li> <li>d. loss control and risk management consulting</li> <li>e. fraud detection</li> <li>f. audit and assessment</li> <li>g. records management</li> <li>h. reporting, analytics and monitoring related to the same</li> </ol> </li> <li>2. Engagement of third parties (including Sub-providers as defined in Schedule 3) to provide services necessary for the administration of claims, including contractors, adjusters, appraisers, surveyors, engineers and other experts and consultants.</li> <li>3. Records retention and management of claims-related records on behalf of the Client</li> </ol> <p>Handling of personal data including names, dates of birth, National Insurance numbers, medical reports and records and any other personal information required to deal with claims made by former employees of the British Railways Board in respect of injury alleged to have been suffered</p>
Type of Personal Data	Name, contact details, address, date of birth, NI number or other governmental identity information, file, accident reports and claim details, property and damages reports and details, telephone number, bank account, income, medical records witness statements, background checks and fraud assessments (as necessary and permissible)

Categories of Data Subject	<ul style="list-style-type: none"> <li>a. Former employees of British Railways Board</li> <li>b. claimants, beneficiaries, subrogees, payees, and related parties such as lawyers, representatives, and guardians</li> <li>c. Personnel, agents and subcontractors of the Parties who are authorised representatives and contacts, and third party service providers</li> <li>d. Clients and prospective clients</li> </ul>
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## **Annex 2 – Statement of Requirements**

### **Provision of Industrial Disease Claims Handling (British Railways Board)**

**Contract Reference: TRGF3140**

**Date: October 2023**

**Version: 1.1**

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## 1. Introduction

The Department for Transport (DfT) wishes to enter into a contract for the provision of British Railways Board (BRB) Industrial Disease pre-litigation claims handling for a period of 2 years starting on 1<sup>st</sup> April 2023 and ending on 31<sup>st</sup> March 2025. This contract will be subject to the current edition of DfT Conditions of Contract for Services.  
<https://www.gov.uk/government/publications/general-conditions-of-contract-for-services>

## 2. Background to the Requirement

British Railways Board (BRB) was a major employer for many years as owner of the railway infrastructure, operator of trains, ships and hotels and varied industrial businesses. Following privatisation, legal responsibility for compensation claims resulting from these activities before their sale or closure remained with BRB and is now vested in DfT. Where BRB's legal liability transferred to a privatised company, BRB generally provided the purchaser with an indemnity at the time of sale. Most of these have now expired but a few effectively have no time limit. It should be noted that the privatisation process completed in 1997 and so any claims will relate to alleged negligent exposure up to that time only.

## 3. Scope

These claims are predominantly but not exclusively a result of negligent exposure to asbestos, noise and vibration. A breakdown of the number of new claims received over the last 6 years is provided. It is anticipated that the overall number of new claims will continue to decline in accordance with the trend illustrated.

New Disease Claims	2016/17	2017/18	2018/19	2019/20	2020/21	2021/22	2022/23 (P10)
Asbestosis	21	16	20	30	17	19	7
Lung Cancer	9	16	11	7	6	7	9
Pleural Plaques	7	7	5	5	2	6	2
Pleural Thickening	6	6	6	1	4	3	4
Mesothelioma	55	46	54	41	40	38	29
NIHL	186	137	76	42	43	28	26
HAVS	7	5	2	3	1	3	1
Other						2	1
<b>TOTAL</b>	<b>291</b>	<b>233</b>	<b>174</b>	<b>129</b>	<b>113</b>	<b>106</b>	<b>79</b>

## **4. Key Requirements**

- 4.1 The Contractor will manage all existing and new claims made against DfT as successor to BRB or its subsidiary companies where DfT is the correct legal defendant or another industry party is the legal defendant but DfT is wholly or partly financially liable and has the right to conduct the claim.

It will also administer indemnity liabilities by receiving and verifying claims made by indemnified parties, including taxation issues and reimbursement where appropriate, in accordance with the terms of the relevant indemnity.

- 4.2 The Contractor will

- (a) Provide an adequately resourced team of claims handlers experienced in Industrial Disease work to negotiate damages and third-party costs in pre-litigation claims for compensation in accordance with the current law. The Contractor will have authority to settle claims up to the following delegated authority levels without reference to DfT limited initially to:
  - (i) General Damages = £7,500
  - (ii) Third Party Solicitor Costs = £5,000
  - (iii) Own Solicitor Costs = £5,000
- (b) For settlements above these levels the Contractor will be required to obtain financial authority from DfT before making an offer of settlement;
- (c) Demonstrate the capability to effectively manage estimated volumes and the ability to respond promptly to changes in demand and/or developments in legislation or case law;
- (d) Under the Account Operating Deed with DfT, maintain and operate a account funded by DfT to make all payments relating to the claims by BACS transfer from the trust account, ensuring full accountability, effective monitoring and management of public funds. If there are substantial payments in excess of the balance remaining to be paid before the Trust Account can be topped up, a manual payment request will need to be completed and sent to DfT for an exceptional urgent payment action through DfT's manual payment system;
- (e) Where necessary, pursue claims for contribution from other liable or potentially liable Defendants to claims against DfT
- (f) Register and maintain real time claims information on a web-based database accessible to all users from DfT, including full breakdown of all payments made
- (g) Maintain the database to include provision for recording the principal terms of those indemnities given by BRB still current, and for coding affected claims with the relevant indemnity

- (h) Provide monthly management information reports in a form to be agreed, to include trends in claims numbers, payments made, recoveries received and movements in reserves
- (i) Maintain up to date reserves for all claims inclusive of third party and own party costs
- (j) Obtain authority from DfT before instructing external solicitors
- (k) Be registered with the Claims Portal to handle claims on behalf of DfT
- (l) Assist with provision of data for Freedom of Information requests within 14 days
- (m) Assist actuaries to forecast reserves as required
- (n) Comply with the Key Performance Indicators set out below.

NOTE: Numbers shown above are purely for reference purposes and do not imply any order of importance.

## **5. Implementation and Deliverables**

### **5.1 Key Performance Indicators**

- (a) Every claim must be acknowledged within 10 working days from the date of receipt and any missing information identified and requested, except in the case of mesothelioma claims by a living claimant, which shall be acknowledged within 5 working days of receipt.
- (b) Where proceedings are served direct upon the Contractor, the claim must be referred to DfT within 2 working days with a copy of the file.
- (c) Applications for pre-action disclosure must be dealt with in accordance with the time limit prescribed by the Civil Procedure Rules.
- (d) All incoming correspondence must be acknowledged within 10 working days. If a full response cannot be given within a further 5 working days, an explanation for the delay must be given.
- (e) DfT staff must be given read-only access to any electronic claims database. Any technical faults must be resolved to DfT's satisfaction within 3 working days, failing which a full explanation must be given with time estimate for reinstatement.
- (f) Where applicable, claims must be registered with the Compensation Recovery Unit within 7 days of receipt and thereafter an up to date Certificate of Recoverable Benefits to be available until the claim has been settled.
- (g) DfT must be informed promptly and kept advised of any claim which is likely to or does generate adverse public interest or publicity.

## **6. Specifying Services**

- 6.1 The Contractor shall appoint a designated Account Manager with responsibility for overseeing and managing the contract.
- 6.2 The Account Manager shall ensure that handling and settlement practices and procedures meet the requirements of the Contract.
- 6.3 The Account Manager shall ensure that all settlement payments made pursuant to an Indemnity are calculated in accordance with the conditions of that indemnity.
- 6.4 All claims shall be handled by appropriately trained staff in accordance with the law of England and Wales, or Scotland, or Northern Ireland (as the case may be) consistent with the best industry standards.

## **7. Service Conditions and Environmental Factors**

It is expected that the Contractor will work mainly at its own office but attendance at meetings at DfT offices in London or elsewhere may be required.

## **8. Management and Contract Administration**

- 8.1 The Contractor will attend periodic review meetings with DfT at such other intervals as DfT may require but not more often than every 3 months.
- 8.2 All invoices should be submitted to the Department's Shared services centre. Invoices should include the Purchase Order Number provided by the Department at the Contract start. Invoices should be submitted to:

DFT Shared Services Arvato  
Accounts Payable Team  
5 Sandringham Park  
Swansea Vale  
Swansea  
SA7 0EA.

## **9. Security**

It is a Government requirement that the Contractor be certified under the Cyber Essential Scheme.

## **10. Data Protection GDPR**

- 10.1 The Contractor will be expected to take all appropriate measures to ensure that confidential or sensitive material is only disclosed in accordance with the terms of the engagement.

- 10.2 The Contractor shall comply with all applicable requirements of the Data Protection legislation, and all applicable law about the processing of personal data and privacy).
- 10.3 Delivery of this contract will require the Contractor to process Personal Data (as defined in the GDPR) on the DfT's behalf. The DfT will be the Data Controller and the supplier will act as the Data Controller. The Supplier will process Personal Data as required to provide the Services, or, as set out in the Annex to this Specification.

## 11. Arrangements for end of Contract

If on termination, the contract is awarded to another party, the Contractor shall transfer all necessary data and information to enable the new contractor to take over the work and shall facilitate any necessary process of data transfer to the new contractor.

## 12. Definitions used in the Contract

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

<b>"Buyer"</b>	means the person identified in the letterhead of the Order Form;
<b>"Buyer Cause"</b>	any breach of the obligations of the Buyer or any other default, act, omission, negligence or statement of the Buyer, of its employees, servants, agents in connection with or in relation to the subject-matter of the Contract and in respect of which the Buyer is liable to the Supplier;
<b>"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: <ul style="list-style-type: none"> <li>a) Government Department;</li> <li>b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal);</li> <li>c) Non-Ministerial Department; or</li> <li>d) Executive Agency;</li> </ul>
<b>"Charges"</b>	means the charges for the Deliverables as specified in the Order Form;

<b>"Confidential Information"</b>		means all information, whether written or oral (however recorded), provided by the disclosing Party to the receiving Party and which (i) is known by the receiving Party to be confidential; (ii) is marked as or stated to be confidential; or (iii) ought reasonably to be considered by the receiving Party to be confidential;
<b>"Contract"</b>		means the contract between (i) the Buyer and (ii) the Supplier which is created by the Supplier's counter signing the Order Form and includes the Order Form and Annexes;
<b>"Controller"</b>		has the meaning given to it in the UK GDPR;
<b>"Date of Delivery"</b>	<b>of</b>	means that date by which the Deliverables must be delivered to the Buyer, as specified in the Order Form;
<b>"DPA 2018:"</b>		Data Protection Act 2018 as amended by the Data Protection, Privacy and Electronic Communications (Amendments etc)(EU Exit) Regs 2019 (as amended by the Data Protection, Privacy and Electronic Communications (Amendments etc)(EU Exit) Regs 2020
<b>"Data Protection Legislation"</b>		(i) the UK GDPR as amended from time to time (ii) the DPA 2018 to the extent that it relates to processing of personal data and privacy; (iii) all applicable Law about the processing of personal data and privacy; (iv) the EU GDPR where applicable to the processing.
<b>"Data Protection Impact Assessment"</b>		an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data;
<b>"Data Protection Officer"</b>		has the meaning given to it in the UK GDPR;
<b>"Data Subject"</b>		has the meaning given to it in the UK GDPR ;
<b>"Data Loss Event"</b>	<b>Loss</b>	any event that results, or may result, in unauthorised access to Personal Data held by the Supplier under this Contract, and/or actual or potential loss and/or destruction of Personal Data in breach of this Contract, including any Personal Data Breach;
<b>"Data Subject Access Request"</b>	<b>Subject</b>	a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data;

<b>"Deliver"</b>	means hand over the Deliverables to the Buyer at the address and on the date specified in the Order Form, which shall include unloading and any other specific arrangements agreed by both parties. Delivered and Delivery shall be construed accordingly;
<b>"Existing IPR"</b>	any and all intellectual property rights that are owned by or licensed to either Party and which have been developed independently of the Contract (whether prior to the date of the Contract or otherwise);
<b>"Expiry Date"</b>	means the date for expiry of the Contract as set out in the Order Form;
<b>"FOIA"</b>	means the Freedom of Information Act 2000 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation;
<b>"Force Majeure Event"</b>	any event, occurrence, circumstance, matter or cause affecting the performance by either Party of its obligations under the Contract arising from acts, events, omissions, happenings or non-happenings beyond its reasonable control which prevent or materially delay it from performing its obligations under the Contract but excluding: i) any industrial dispute relating to the Supplier, the Supplier Staff (including any subsets of them) or any other failure in the Supplier or the Subcontractor's supply chain; ii) any event, occurrence, circumstance, matter or cause which is attributable to the wilful act, neglect or failure to take reasonable precautions against it by the Party concerned; and iii) any failure of delay caused by a lack of funds;
<b>"Goods"</b>	means the goods to be supplied by the Supplier to the Buyer under the Contract;
<b>"Good Industry Practice"</b>	standards, practices, methods and procedures conforming to the law and the exercise of the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged within the relevant industry or business sector;
<b>"Government Data"</b>	a) the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, including any of the Buyer's confidential information, and which: i) are supplied to the



Supplier by or on behalf of the Buyer; or ii) the Supplier is required to generate, process, store or transmit pursuant to the Contract; or

b) any Personal Data for which the Buyer is the Data Controller;

<b>"Information"</b>	has the meaning given under section 84 of the FOIA;
<b>"Information Commissioner"</b>	the UK's independent authority which deals with ensuring information relating to rights in the public interest and data privacy for individuals is met, whilst promoting openness by public bodies;
<b>"Insolvency Event"</b>	in respect of a person: a) if that person is insolvent; ii) if an order is made or a resolution is passed for the winding up of the person (other than voluntarily for the purpose of solvent amalgamation or reconstruction); iii) if an administrator or administrative receiver is appointed in respect of the whole or any part of the persons assets or business; iv) if the person makes any composition with its creditors or takes or suffers any similar or analogous action to any of the actions detailed in this definition as a result of debt in any jurisdiction;
<b>"Key Personnel"</b>	means any persons specified as such in the Order Form or otherwise notified as such by the Buyer to the Supplier in writing;
<b>"New IPR"</b>	all and intellectual property rights in any materials created or developed by or on behalf of the Supplier pursuant to the Contract but shall not include the Supplier's Existing IPR;
<b>"Order Form"</b>	means the letter from the Buyer to the Supplier printed above these terms and conditions;
<b>"Party"</b>	the Supplier or the Buyer (as appropriate) and "Parties" shall mean both of them;
<b>"Personal Data"</b>	has the meaning given to it in the UK GDPR, and is limited to the Personal Data processed under this Contract;
<b>"Personal Data Breach"</b>	has the meaning given to it in the UK GDPR;
<b>"Processor"</b>	has the meaning given to it in the UK GDPR;
<b>"Purchase Order"</b>	means the Buyer's unique number relating to the order

<b>Number"</b>	for Deliverables to be supplied by the Supplier to the Buyer in accordance with the terms of the Contract;
<b>"Regulations"</b>	the Public Contracts Regulations 2015 and/or the Public Contracts (Scotland) Regulations 2015 (as the context requires) as amended from time to time;
<b>"Request for Information"</b>	has the meaning set out in the FOIA or the Environmental Information Regulations 2004 as relevant (where the meaning set out for the term "request" shall apply);
<b>"Services"</b>	means the services to be supplied by the Supplier to the Buyer under the Contract;
<b>"Specification"</b>	means the specification for the Deliverables to be supplied by the Supplier to the Buyer (including as to quantity, description and quality) as specified in the Order Form;
<b>"Staff"</b>	means all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any sub-contractor of the Supplier engaged in the performance of the Supplier's obligations under the Contract;
<b>"Staff Vetting Procedures"</b>	means vetting procedures that accord with good industry practice or, where applicable, the Buyer's procedures for the vetting of personnel as provided to the Supplier from time to time;
<b>"Storage Media"</b>	means the part of any device that is capable of storing and retrieving data;
<b>"Subprocessor"</b>	any third Party appointed to process Personal Data on behalf of the Supplier related to the Contract;
<b>"Supplier Staff"</b>	all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any Subcontractor engaged in the performance of the Supplier's obligations under a Contract;
<b>"Supplier"</b>	means the person named as Supplier in the Order Form;
<b>"Term"</b>	means the period from the start date of the Contract set out in the Order Form to the Expiry Date as such period may be extended or terminated in accordance with the terms and conditions of the Contract;
	as given effect by Part 2 of the DPA 2018, as amended by The Data Protection, Privacy and Electronic

<b>"UK GDPR"</b>	Communications (Amendments etc) (EU Exit) Regulations 2019 (as amended by the Data Protection, Privacy and Electronic Communications (Amendments etc)(EU Exit) Regulations 2020.
<b>"VAT"</b>	means value added tax in accordance with the provisions of the Value Added Tax Act 1994;
<b>"Workers"</b>	any one of the Supplier Staff which the Buyer, in its reasonable opinion, considers is an individual to which Procurement Policy Note 08/15 (Tax Arrangements of Public Appointees) ( <a href="https://www.gov.uk/government/publications/procurement-policy-note-0815-tax-arrangements-of-appointees">https://www.gov.uk/government/publications/procurement-policy-note-0815-tax-arrangements-of-appointees</a> ) applies in respect of the Deliverables;
<b>"Working Day"</b>	means a day (other than a Saturday or Sunday) on which banks are open for business in the City of London.

### 13. Points of Contact

<b>New Contract Management</b>	Name	
	Tel	
	e-mail	
	Address	
<b>Contract Lead</b>	Name	
	Tel	
	e-mail	

### **ANNEX 1 CHARGES**

For new liability Claims received in the prior month the Supplier shall invoice DfT in respect of such Claim.

- 1) 01/04/2023 to 31/03/2024 -
- 2) 01/04/2024 to 31/03/2025 -





## **Contract Conditions**

### **1. Understanding the Contract**

In the Contract, unless the context otherwise requires:

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

### **2. How the Contract works**

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

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

- 3.1 All Deliverables
  - (a) The Supplier must provide Deliverables: (i) in accordance with the Specification; (ii) to a professional standard; (iii) using reasonable skill and care; (iv) using Good Industry Practice; (v) using its own policies, processes and internal quality control measures as long as they don't

conflict with the Contract; (vi) on the dates agreed; and (vii) that comply with all law.

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

### 3.2 Services clauses

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

## 4. Pricing and payments

- 4.1 In exchange for the Deliverables, the Supplier shall be entitled to invoice the Buyer for the charges in the Order Form. The Supplier shall raise invoices promptly and in any event within 180 days from when the charges are accrued.

### 4.2 All Charges:

- (a) exclude VAT, which is payable on provision of a valid VAT invoice;
- (b) include all costs connected with the supply of Deliverables.

- 4.3 The Buyer must pay the Supplier the charges within 30 days of receipt by the Buyer of a valid, undisputed invoice, in cleared funds to the Supplier's account stated in the Order Form.

A Supplier invoice is only valid if it:

- (a) includes all appropriate references including the Purchase Order Number and other details reasonably requested by the Buyer;
  - (b) includes a detailed breakdown of Deliverables which have been delivered (if any).
- 4.5 If there is a dispute between the Parties as to the amount invoiced, the Buyer shall pay the undisputed amount. The Supplier shall not suspend the provision of the Deliverables unless the Supplier is entitled to terminate the Contract for a failure to pay undisputed sums in accordance with clause 10.6. Any disputed amounts shall be resolved through the dispute resolution procedure detailed in clause 33.

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

- 5.1 If Supplier fails to comply with the Contract as a result of a Buyer Cause:
- (a) the Buyer cannot terminate the Contract under clause 10;
  - (b) the Supplier is entitled to reasonable and proven additional expenses and to relief from liability under this Contract;
  - (c) the Supplier is entitled to additional time needed to deliver the Deliverables;
  - (d) the Supplier cannot suspend the ongoing supply of Deliverables.
- 5.2 Clause 5.1 only applies if the Supplier:
- (a) gives notice to the Buyer within 10 Working Days of becoming aware;
  - (b) demonstrates that the failure only happened because of the Buyer Cause;
  - (c) mitigated the impact of the Buyer Cause.

## **6. Record keeping and reporting**

- 6.1 The Supplier must ensure that suitably qualified representatives attend progress meetings with the Buyer and provide progress reports when specified in the Order Form.
- 6.2 The Supplier must keep and maintain full and accurate records and accounts on everything to do with the Contract for six years after the date of expiry or termination of the Contract or as otherwise required by law.
- 6.3 Upon 30 days prior written notice, and no more than once per calendar year, the Supplier must allow an auditor reasonably appointed by the Buyer access

to their premises to verify all contract accounts and records of everything to do with the Contract and provide copies for the audit.

- 6.4 The Supplier must provide information to the auditor and reasonable co-operation at their request.
- 6.5 If the Supplier is not providing any of the Deliverables, or is unable to provide them, it must immediately:
  - (a) tell the Buyer and give reasons;
  - (b) propose corrective action;
  - (c) provide a deadline for completing the corrective action.
- 6.6 If the Buyer, acting reasonably, is concerned as to the financial stability of the Supplier such that it may impact on the continued performance of the Contract then the Buyer may:
  - (a) require that the Supplier provide to the Buyer (for its approval) a plan setting out how the Supplier will ensure continued performance of the Contract and the Supplier will make changes to such plan as reasonably required by the Buyer and once it is agreed then the Supplier shall act in accordance with such plan and report to the Buyer on demand
  - (b) if the Supplier fails to provide a plan or fails to agree any changes which are requested by the Buyer or fails to implement or provide updates on progress with the plan, terminate the Contract immediately for material breach (or on such date as the Buyer notifies).

## **7. Supplier staff**

- 7.1 The Supplier Staff involved in the performance of the Contract must:
  - (a) be appropriately trained and qualified;
  - (b) be vetted using Good Industry Practice and in accordance with the instructions issued by the Buyer in the Order Form;
  - (c) comply with all conduct requirements when on the Buyer's premises.
- 7.2 Where a Buyer reasonably decides one of the Supplier's Staff isn't suitable to work on the Contract, the Buyer may request the Supplier replace them with a suitably qualified alternative. The Supplier will reasonably consider the request.
- 7.3 If requested, the Supplier must replace any person whose acts or omissions have caused the Supplier to breach clause 8.
- 7.4 The Supplier must provide a list of Supplier Staff needing to access the Buyer's premises and say why access is required.
- 7.5 The Supplier indemnifies the Buyer against all claims brought by any person employed by the Supplier caused by an act or omission of the Supplier or any Supplier Staff.



## **8. Rights and protection**

8.1 The Supplier warrants and represents that:

- (a) it has full capacity and authority to enter into and to perform the Contract;
- (b) the Contract is executed by its authorised representative;
- (c) it is a legally valid and existing organisation incorporated in the place it was formed;
- (d) there are no known legal or regulatory actions or investigations before any court, administrative body or arbitration tribunal pending or threatened against it or its affiliates that would likely affect its ability to perform the Contract;
- (e) it maintains all necessary rights, authorisations, licences and consents to perform its obligations under the Contract;
- (f) it doesn't have any contractual obligations which are likely to have a material adverse effect on its ability to perform the Contract; and
- (g) it is not impacted by an Insolvency Event.

8.2 The Supplier indemnifies the Buyer against each of the following:

- (a) wilful misconduct of the Supplier, any of its subcontractor and/or Supplier Staff that impacts the Contract;
- (b) non-payment by the Supplier of any tax or National Insurance.

8.3 If the Supplier becomes aware of a representation or warranty that becomes untrue or misleading, it must immediately notify the Buyer.

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

8.5 Supplier shall ensure it has adequate insurance cover for this contract

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

9.1 Each Party keeps ownership of its own Existing IPRs. The Supplier gives the Buyer a non-exclusive, perpetual, royalty-free, irrevocable, transferable worldwide licence to use, change and sub-license the Supplier's Existing IPR to enable it and its sub-licensees to both receive and use the Deliverables.

9.2 Where a Party acquires ownership of intellectual property rights incorrectly under this Contract it must do everything reasonably necessary to complete a transfer assigning them in writing to the other Party on request and at its own cost.

9.3 Neither Party has the right to use the other Party's intellectual property rights, including any use of the other Party's names, logos or trademarks, except as provided in clause 9 or otherwise agreed in writing.

## 10. Ending the contract

- 10.1 The Contract takes effect on the date of or (if different) the date specified in the Order Form and ends on the earlier of the date of expiry or termination of the Contract or earlier if required by Law.
- 10.2 The Buyer can extend the Contract where set out in the Order Form in accordance with the terms in the Order Form.
- 10.3 Ending the Contract without a reason:
- (a) The Buyer has the right to terminate the Contract at any time without reason or liability by giving the Supplier not less than 90 days' written notice and if it's terminated clause **Error! Reference source not found.** to 10.5(f) applies.
  - (b) The Supplier has the right to terminate the Contract at any time without reason or liability by giving the Buyer not less than 120 days' written notice and if it's terminated clause 10.5(b) to 10.5(f) applies
- 10.4 When the Buyer can end the Contract
- (a) If any of the following events happen, the Buyer has the right to immediately terminate its Contract by issuing a termination notice in writing to the Supplier:
    - (i) there's a Supplier Insolvency Event;
    - (ii) if the Supplier repeatedly breaches the Contract in a way to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms and conditions of the Contract;
    - (iii) if the Supplier is in material breach of any obligation which is capable of remedy, and that breach is not remedied within 30 days of the Supplier receiving notice specifying the breach and requiring it to be remedied;
    - (iv) there's a change of control (within the meaning of section 450 of the Corporation Tax Act 2010) of the Supplier which negatively impacts the Buyer;
    - (v) if the Buyer discovers that the Supplier was in one of the situations in 57 (1) or 57(2) of the Regulations at the time the Contract was awarded;
    - (vi) the courts of the United Kingdom declares that the Contract should not have been awarded to the Supplier because of a serious breach of the Regulations;
    - (vii) the Supplier or its affiliates embarrass or bring the Buyer into disrepute or diminish the public trust in them.
  - (b) If any of the events in 73(1) (a) to (c) of the Regulations (substantial modification, exclusion of the Supplier, procurement infringement)

happen, the Buyer has the right to immediately terminate the Contract and clause 10.5(b) to applies.

#### 10.5 What happens if the Contract ends

Where the Buyer terminates the Contract under clause 10.4(a) all of the following apply:

- (a) the Supplier is responsible for the Buyer's reasonable costs of procuring replacement deliverables for the rest of the term of the Contract;
- (b) accumulated rights of the Parties are not affected;
- (c) the Supplier must promptly delete or return the Government Data except where required to retain copies by law, as needed to maintain or defend litigation, or where data is on tape backup;
- (d) the Supplier must promptly return any of the Buyer's property provided under the Contract;
- (e) the Supplier must, at the cost to the terminating Party, give all reasonable assistance to the Buyer and any incoming supplier and co-operate fully in the handover and re-procurement;
- (f) the following clauses survive the termination of the Contract: 6 , 8.2, 9, 11, 14, 15, 16, 17, 18, 34 and any clauses which are expressly or by implication intended to continue.

#### 10.6 When the Supplier can end the Contract

- (a) The Supplier can issue a reminder notice if the Buyer does not pay an undisputed invoice on time. The Supplier can terminate the Contract if the Buyer fails to pay an undisputed invoiced sum due and worth over 10% of the total Contract value or £1,000, whichever is the lower, within 30 days of the date of the reminder notice.
- (b) If a Supplier terminates the Contract under clause 10.6(a):
  - (i) the Buyer must promptly pay all outstanding charges incurred to the Supplier;
  - (ii) the Buyer must pay the Supplier reasonable committed and unavoidable losses as long as the Supplier provides a fully itemised and costed schedule with evidence;
  - (iii) clauses 10.5(c) to 10.5(f) apply.

#### 10.7 Partially ending and suspending the Contract

- (a) Where the Buyer has the right to terminate the Contract it can terminate or suspend (for any period), all or part of it. If the Buyer suspends the Contract it can provide the Deliverables itself or buy them from a third party.

- (b) The Buyer can only partially terminate or suspend the Contract if the remaining parts of it can still be used to effectively deliver the intended purpose.
- (c) The Parties must agree (in accordance with clause 24) any necessary variation required by clause 10.7, but the Supplier may not either increase the Charges, except where the right to partial termination is under clause 10.3.
- (d) The Buyer can still use other rights available, or subsequently available to it if it acts on its rights under clause 10.7.

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

- 11.1 Each Party's total aggregate liability under or in connection with the Contract (whether in tort, contract or otherwise) is no more than 125% of the Charges paid or payable to the Supplier.
- 11.2 No Party is liable to the other for:
  - (a) any indirect or consequential losses or damages;
  - (b) loss of profits, turnover, savings, business opportunities or damage to goodwill (in each case whether direct or indirect).
- 11.3 In spite of clause 11.1, neither Party limits or excludes any of the following:
  - (a) its liability for death or personal injury caused by its gross negligence, or that of its employees, agents or sub-contractors;
  - (b) its liability for bribery or fraud or fraudulent misrepresentation by it or its employees;
  - (c) any liability that cannot be excluded or limited by law.
- 11.4 In spite of clause 11.1, the Supplier does not limit or exclude its liability for any indemnity given under clause 30.2(b).
- 11.5 Each Party must use all reasonable endeavours to mitigate any loss or damage which it suffers under or in connection with the Contract, including any indemnities.

## **12. Obeying the law**

- 12.1 The Supplier must, in connection with provision of the Deliverables, use reasonable endeavours to:
  - (a) comply and procure that its subcontractors comply with the Supplier Code of Conduct appearing at ([https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment\\_data/file/779660/20190220-Supplier\\_Code\\_of\\_Conduct.pdf](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/779660/20190220-Supplier_Code_of_Conduct.pdf)) when working on Buyer's premises or in Buyer's systems;

- (b) support the Buyer in fulfilling its Public Sector Equality duty under S149 of the Equality Act 2010;
  - (c) not use nor allow its subcontractors to use modern slavery, child labour or inhumane treatment;
- 12.2 The Supplier indemnifies the Buyer against any costs resulting from any default by the Supplier relating to any applicable law to do with the Contract.
- 12.3 The Supplier must appoint a Compliance Officer who must be responsible for ensuring that the Supplier complies with Law, Clause 13.1 and Clauses 27 to 31.
- 12.4 "Compliance Officer" the person(s) appointed by the Supplier who is responsible for ensuring that the Supplier complies with its legal obligations.

### **13. Data protection**

- 13.1 The Buyer is the Controller and the Supplier will act as a Controller when determining the purposes and means of processing personal data; but where the Contractor is processing personal data under specific instructions of the Authority, it is acting as a Processor for the purposes of the Data Protection Legislation.
- 13.2 The Supplier must process Personal Data and ensure that Supplier Staff process Personal Data only in accordance with this Contract.
- 13.3 The Supplier must not remove any ownership or security notices in or relating to the Government Data.
- 13.4 The Supplier must ensure that any Supplier system holding any Government Data, including back-up data, is a secure system that complies with the security requirements specified [in writing] by the Buyer.
- 13.5 If at any time the Supplier suspects or has reason to believe that the Government Data provided under the Contract is corrupted, lost or sufficiently degraded, then the Supplier must notify the Buyer and immediately suggest remedial action.
- 13.6 If the Government Data is corrupted, lost or sufficiently degraded so as to be unusable the Buyer may either or both:
- (a) tell the Supplier to restore or get restored Government Data as soon as practical but no later than twenty-five Working Days from the date that the Buyer receives notice, or the Supplier finds out about the issue, whichever is earlier;
  - (b) restore the Government Data itself or using a third party.
- 13.7 The Supplier must pay each Party's reasonable costs of complying with clause 13.6 unless the Buyer is at fault.

- 13.8 When acting as a Processor the Supplier must only process Personal Data if authorised to do so in the Annex to the Order Form (Authorised Processing,) as allowed in this Contract, or in other written instructions relating to the processing of Personal Data.
- 13.9 When acting as a Processor the Supplier must give all reasonable assistance to the Buyer in the preparation of any Data Protection Impact Assessment before starting any processing, including:
- (a) a systematic description of the expected processing and its purpose;
  - (b) the necessity and proportionality of the processing operations;
  - (c) the risks to the rights and freedoms of Data Subjects;
  - (d) the intended measures to address the risks, including safeguards, security measures and mechanisms to protect Personal Data.
- 13.10 When acting as a Processor the Supplier must notify the Buyer immediately if it thinks the Buyer's instructions breach the Data Protection Legislation.
- 13.11 The Supplier must put in place appropriate Protective Measures to protect against a Data Loss Event.
- 13.12 If lawful to notify the Buyer, the Supplier must notify it if the Supplier is required to process Personal Data by Law promptly and before processing it.
- 13.13 The Supplier must take all reasonable steps to ensure the reliability and integrity of any Supplier Staff who have access to the Personal Data and ensure that they:
- (a) are aware of and comply with the Supplier's duties under the law;
  - (b) are subject to appropriate confidentiality undertakings with the Supplier or any Subprocessor;
  - (c) are informed of the confidential nature of the Personal Data and do not provide any of the Personal Data to any third Party unless directed in writing to do so by the Buyer or as otherwise allowed by the Contract;
  - (d) have undergone adequate training in the use, care, protection and handling of Personal Data.
- 13.14 The Supplier must not transfer Personal Data outside of the UK, the United States, the Philippines, and India unless all of the following are true:
- (a) the Supplier has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or LED Article 37) as determined by the Controller;
  - (b) the Data Subject has enforceable rights and effective legal remedies when transferred;

- (c) the Supplier meets its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
- (d) the Supplier complies with the Buyer's reasonable prior instructions about the processing of the Personal Data.

13.15 The Supplier must notify the Buyer promptly if it:

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

13.16 Any requirement to notify under clause 13.15 includes the provision of further information to the Buyer in stages as details become available.

13.17 The Parties will work together in relation to any Party's obligations under Data Protection Legislation and any complaint, communication or request made under clause 13.15. This includes giving each other:

- (a) full details and copies of the complaint, communication or request;
- (b) reasonably requested assistance so that it can comply with a Data Subject Access Request within the relevant timescales in the Data Protection Legislation;
- (c) any Personal Data it holds in relation to a Data Subject on request;
- (d) assistance that it requests following any Data Loss Event;
- (e) assistance that it requests relating to a consultation with, or request from, the Information Commissioner's Office.

13.18 The Supplier must maintain full, accurate records and information to show it complies with this clause 13. This requirement does not apply where the Supplier employs fewer than 250 staff, unless either the Buyer determines that the processing:

- (a) is not occasional;

- (b) includes special categories of data as referred to in Article 9(1) of the UK GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the UK GDPR;
  - (c) is likely to result in a risk to the rights and freedoms of Data Subjects.
- 13.19 The Supplier must appoint a Data Protection Officer responsible for observing its obligations in this Schedule and give the Buyer their contact details.
- 13.20 Before allowing any Sub processor to process any Personal Data, the Supplier must:
  - (a) notify the Buyer in writing of the intended Sub processor and processing;
  - (b) obtain the written consent of the Buyer; where the Buyer has not objected to a Sub processor within 10 days of notification the Sub processor shall be deemed to have written consent of the Buyer;
  - (c) enter into a written contract with the Sub processor with equivalent terms to this clause for the Sub processor;
  - (d) to the extent possible provide the Buyer with any information about the Sub processor that the Buyer reasonably requires.
- 13.21 The Buyer accepts the Sub processors currently in use by the Supplier, including any of its Affiliates.
- 13.22 The Supplier remains fully liable for all acts or omissions of any Sub processor.
- 13.23 The Parties agree to take account of any non-mandatory guidance issued by the Information Commissioner's Office.
- 13.24 The Supplier:
  - (a) must provide the Buyer with the requested Government Data in an agreed open format within 10 Working Days of a written request.
  - (b) must have documented processes to ensure prompt availability of Government Data if the Supplier stops trading;
  - (c) must securely destroy all Storage Media that has held Government Data at the end of life of that media using Good Industry Practice.
  - (d) securely erase all Government Data and any copies it holds when asked to do so by the Buyer unless required by Law to retain it, or as otherwise allowed in this Contract.
  - (e) indemnifies the Buyer against any and all Losses incurred if the Supplier breaches clause 13 and any Data Protection Legislation.

## **14. What you must keep confidential**

14.1 Each Party must:

- (a) keep all Confidential Information it receives confidential and secure.



- (b) not disclose, use, or exploit the disclosing Party's Confidential Information without the disclosing Party's prior written consent, except for the purposes anticipated under the Contract.
  - (c) promptly notify the disclosing Party if it suspects unauthorised access, copying, use or disclosure of the Confidential Information.
- 14.2 In spite of clause 14.1, a Party may disclose Confidential Information which it receives from the disclosing Party in any of the following instances:
- (a) where disclosure is required by applicable Law or by a court with the relevant jurisdiction if the recipient Party notifies the disclosing Party of the full circumstances, the affected Confidential Information and extent of the disclosure.
  - (b) if the recipient Party already had the information without obligation of confidentiality before it was disclosed by the disclosing Party.
  - (c) if the information was given to it by a third party without obligation of confidentiality.
  - (d) if the information was in the public domain at the time of the disclosure.
  - (e) if the information was independently developed without access to the disclosing Party's Confidential Information.
  - (f) to its auditors or for the purposes of regulatory requirements.
  - (g) on a confidential basis, to its professional advisers on a need-to-know basis.
  - (h) to the Serious Fraud Office where the recipient Party has reasonable grounds to believe that the disclosing Party is involved in activity that may be a criminal offence under the Bribery Act 2010.
- 14.3 The Supplier may disclose Confidential Information on a confidential basis to Supplier Staff on a need-to-know basis to allow the Supplier to meet its obligations under the Contract.
- 14.4 The Buyer may disclose Confidential Information in any of the following cases:
- (a) on a confidential basis to the employees, agents, consultants and contractors of the Buyer.
  - (b) on a confidential basis to any other Central Government Body, any successor body to a Central Government Body or any company that the Buyer transfers or proposes to transfer all or any part of its business to;
  - (c) if the Buyer (acting reasonably) considers disclosure necessary or appropriate to carry out its public functions.
  - (d) where requested by Parliament.
  - (e) under clauses 15.

- 14.5 For the purposes of clauses 14.2 to 14.4 references to disclosure on a confidential basis means disclosure under a confidentiality agreement or arrangement including terms as strict as those required in clause 14.
- 14.6 Information which is exempt from disclosure by clause 15 is not Confidential Information.
- 14.7 The Supplier must not make any press announcement or publicise the Contract or any part of it in any way, without the prior written consent of the Buyer and must take all reasonable steps to ensure that Supplier Staff do not either.

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

- 15.1 The Supplier must tell the Buyer within 5 Working Days if it receives a Request for Information.
- 15.2 Within the required timescales the Supplier must give the Buyer full co-operation and information needed so the Buyer can:
- (a) comply with any Freedom of Information Act (FOIA) request.
  - (b) comply with any Environmental Information Regulations (EIR) request.

The Parties will work together in good faith to decide what and whether to publish information under clause 16. While the extent, content and format of the disclosure is the Buyer's ultimate decision it will to the extent possible, give the Supplier sufficient notice so Supplier may object, file suit, or appeal the disclosure of its confidential information.

## **16. Transparency**

- 16.1 The Parties acknowledge that the content of this Contract, including any changes to this Contract agreed from time to time is not Confidential Information, except for –
- (a) any information which is exempt from disclosure in accordance with the provisions of the FOIA, which shall be determined by the Buyer; and
  - (b) Commercially Sensitive Information.
- 16.2 Notwithstanding any other provision of this Contract, the Supplier hereby gives its consent for the Buyer to publish to the public this Contract in its entirety or parts of this contract thereof (but with any information which is exempt from disclosure in accordance with the provisions of the FOIA redacted).
- 16.3 The Buyer shall, prior to publication, consult with the Supplier on the manner and format of publication and to inform its decision regarding any redactions but shall have the final decision in its absolute discretion.
- 16.4 The Supplier shall assist and co-operate with the Buyer to enable the Buyer to publish.

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

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

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

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

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

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

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

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

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

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

20.3 Where a Party terminates under clause 20.2:

- (a) each party must cover its own losses.
- (b) Clause 10.5(b) to 10.5(f) applies.

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

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

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

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

## **23. Transferring responsibilities**

- 23.1 The Supplier cannot assign the Contract without the Buyer's written consent.
- 23.2 The Buyer can assign, novate or transfer its Contract or any part of it to any Crown Body, public or private sector body which performs the functions of the Buyer.
- 23.3 The Supplier can terminate the Contract novated under clause 23.2 .
- 23.4 The Supplier remains responsible for all acts and omissions of the Supplier Staff as if they were its own.
- 23.5 If the Buyer asks the Supplier for details about Subcontractors, the Supplier must provide details of Subcontractors at all levels of the supply chain including:
  - (a) their name.
  - (b) the scope of their appointment.
  - (c) the duration of their appointment.

## **24. Changing the contract**

Either Party can request a variation to the Contract which is only effective if agreed in writing and signed by both Parties. Neither Party is required to accept a variation request made by the Supplier.

## **25. How to communicate about the contract**

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

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

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

showing favour or disfavour to any person in relation to the Contract or any other public function.

- 26.2 The Supplier shall take all reasonable steps (including creating, maintaining and enforcing adequate policies, procedures and records), in accordance with good industry practice, to prevent any matters referred to in clause 26.1 and any fraud by the Staff and the Supplier (including its shareholders, members and directors) in connection with the Contract and shall notify the Buyer immediately if it has reason to suspect that any such matters have occurred or is occurring or is likely to occur.
- 26.3 If the Supplier or the Staff engages in conduct prohibited by clause 26.1 or commits fraud in relation to the Contract or any other contract with the Crown (including the Buyer) the Buyer may:
- (a) terminate the Contract and recover from the Supplier the amount of any loss suffered by the Buyer resulting from the termination, including the cost reasonably incurred by the Buyer of making other arrangements for the supply of the Deliverables; or
  - (b) recover in full from the Supplier any other loss sustained by the Buyer in consequence of any breach of this clause.

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

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

## **28. Health and safety**

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

## **29. Environment**

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

## **30. Tax**

- 30.1 The Supplier must not breach any tax or social security obligations and must enter into a binding agreement to pay any late contributions due, including where applicable, any interest or any fines. The Buyer cannot terminate the Contract where the Supplier has not paid a minor tax or social security contribution.
- 30.2 Where the Supplier or any Supplier Staff are liable to be taxed or to pay National Insurance contributions in the UK relating to payment received under the Off Contract, the Supplier must both:
  - (a) comply with the Income Tax (Earnings and Pensions) Act 2003 and all other statutes and regulations relating to income tax, the Social Security Contributions and Benefits Act 1992 (including IR35) and National Insurance contributions;
  - (b) indemnify the Buyer against any Income Tax, National Insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made during or after the Contract Period in connection with the provision of the Deliverables by the Supplier or any of the Supplier Staff.

## **31. Conflict of interest**

- 31.1 The Supplier must take action to ensure that neither the Supplier nor the Supplier Staff are placed in the position of an actual or potential conflict between the financial or personal duties of the Supplier or the Supplier Staff and the duties owed to the Buyer under the Contract, in the reasonable opinion of the Buyer.
- 31.2 The Supplier must promptly notify and provide details to the Buyer if a conflict of interest happens or is expected to happen.
- 31.3 The Buyer can terminate its Contract immediately by giving notice in writing to the Supplier or take any steps it thinks are necessary where there is or may be an actual or potential conflict of interest.

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

- 32.1 As soon as it is aware of it the Supplier and Supplier Staff must report to the Buyer any actual or suspected breach of law, clause 12.1, or clauses 26 to 31.

- 32.2 The Supplier must not retaliate against any of the Supplier Staff who in good faith reports a breach listed in clause 32.1.

### **33. Resolving disputes**

- 33.1 If there is a dispute between the Parties, their senior representatives who have authority to settle the dispute will, within 28 days of a written request from the other Party, meet in good faith to resolve the dispute.
- 33.2 If the dispute is not resolved at that meeting, the Parties can attempt to settle it by mediation using the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure current at the time of the dispute. If the Parties cannot agree on a mediator, the mediator will be nominated by CEDR. If either Party does not wish to use, or continue to use mediation, or mediation does not resolve the dispute, the dispute must be resolved using clauses 33.3 to 33.5.
- 33.3 Unless a Party refers the dispute to arbitration using clause 33.4, the Parties irrevocably agree that the courts of England and Wales have the exclusive jurisdiction to:
- (a) determine the dispute;
  - (b) grant interim remedies;
  - (c) grant any other provisional or protective relief.
- 33.4 The Parties have the right to refer any dispute to be finally resolved by arbitration under the London Court of International Arbitration Rules current at the time of the dispute. There will be only one arbitrator. The seat or legal place of the arbitration will be London and the proceedings will be in English.
- 33.5 The Defending Party has the right to refer a dispute to arbitration even if the Plaintiff has started or has attempted to start court proceedings under clause 33.3, unless the Defendant has agreed to the court proceedings or participated in them. Even if court proceedings have started, the Parties must do everything necessary to ensure that the court proceedings are stayed in favour of any arbitration proceedings if they are started under clause 33.4.
- 33.6 The Supplier cannot suspend the performance of the Contract during any dispute, except for non-payment of Fees.

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

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