



Crown  
Commercial  
Service

**Office of Veteran Affairs**

**- and -**

**King's College London (KCL)**

**ANNEXES**

**relating to**

**Veteran Cohort Study**

**CCZZ20A88**

## CONTENTS

<b>ANNEX 1 – TERMS AND CONDITIONS</b>	<b>3</b>
1 INTERPRETATION	3
2 BASIS OF AGREEMENT	4
3 SUPPLY OF SERVICES	5
4 TERM	5
5 CHARGES, PAYMENT AND RECOVERY OF SUMS DUE	5
6 PREMISES AND EQUIPMENT	6
7 STAFF AND KEY PERSONNEL	7
8 ASSIGNMENT AND SUB-CONTRACTING	8
9 INTELLECTUAL PROPERTY RIGHTS	8
10 GOVERNANCE AND RECORDS	8
11 CONFIDENTIALITY, TRANSPARENCY AND PUBLICITY	9
12 FREEDOM OF INFORMATION	10
13 PROTECTION OF PERSONAL DATA AND SECURITY OF DATA	10
14 LIABILITY	11
15 FORCE MAJEURE	11
16 TERMINATION	12
17 COMPLIANCE	13
18 PREVENTION OF FRAUD AND CORRUPTION	13
19 DISPUTE RESOLUTION	14
20 GENERAL	14
21 NOTICES	15
22 GOVERNING LAW AND JURISDICTION	15
ANNEX 2 – PRICE SCHEDULE	16
ANNEX 3 – STATEMENT OF REQUIREMENTS	17
ANNEX 4 – SUPPLIER'S RESPONSE	27
ANNEX 5 – CLARIFICATIONS	28
ANNEX 6 – ADDITIONAL TERMS & CONDITIONS	29
ANNEX 7 – CHANGE CONTROL FORMS	30

## ANNEX 1 – TERMS AND CONDITIONS

### 1 INTERPRETATION

#### 1.1 In these terms and conditions:

“Agreement”	means the contract between (i) the Customer acting as part of the Crown and (ii) the Supplier constituted by the Supplier’s countersignature of the Award Letter and includes the Award Letter;
“Award Letter”	means the letter (including the Annexes thereto) from the Customer to the Supplier via the e-Sourcing Suite at the point of award;
“Central Government Body”	<p>means a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics:</p> <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>
“Charges”	means the charges for the Services as specified in the Award Letter;
“Confidential Information”	means all information, whether written or oral (however recorded), provided by the disclosing Party to the receiving Party and which (i) is known by the receiving Party to be confidential; (ii) is marked as or stated to be confidential; or (iii) ought reasonably to be considered by the receiving Party to be confidential;
“Customer”	means the Contracting Authority/Customer named in the Award Letter;
“DPA”	means the Data Protection Act 2018;
“Expiry Date”	means the date for expiry of the Agreement as set out in the Award Letter;
“FOIA”	means the Freedom of Information Act 2000;
“Information”	has the meaning given under section 84 of the FOIA;
“Key Personnel”	means any persons specified as such in the Award Letter or otherwise notified as such by the Customer to the Supplier in writing;
“Party”	means the Supplier or the Customer (as appropriate) and “Parties” shall mean both of them;
“Personal Data”	means personal data as defined in the DPA
“Purchase Order Number”	means the Customer’s unique number relating to the supply of the Services;
“Request for	has the meaning set out in the FOIA or the Environmental Information

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Information”	Regulations 2004 as relevant (where the meaning set out for the term “request” shall apply);
“Services”	means the services to be supplied by the Supplier to the Customer under the Agreement;
“Specification”	means the specification for the Services (including as to quantity, description and quality) as specified in the Award Letter;
“Start Date”	means the commencement date of the Agreement as set out in the Award Letter;
“Staff”	means all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any sub-contractor of the Supplier engaged in the performance of the Supplier’s obligations under the Agreement;
“Staff Vetting Procedures”	means vetting procedures that accord with good industry practice or, where requested by the Customer, the Customer’s procedures for the vetting of personnel as provided to the Supplier from time to time;
“Supplier”	means the person named as Supplier in the Award Letter;
“Term”	means the period from the Start Date of the Agreement set out in the Award Letter to the Expiry Date as such period may be extended in accordance with clause <b>Error! Reference source not found.</b> or terminated in accordance with the terms and conditions of the Agreement;
“VAT”	means value added tax in accordance with the provisions of the Value Added Tax Act 1994; and
“Working Day”	means a day (other than a Saturday or Sunday) on which banks are open for business in the City of London.

1.2 In these terms and conditions, unless the context otherwise requires:

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

## 2 BASIS OF AGREEMENT

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

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### **3 SUPPLY OF SERVICES**

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

### **4 TERM**

- 4.1 The Agreement shall take effect on the Start Date and shall expire on the Expiry Date, unless it is otherwise extended in accordance with clause Error! Reference source not found. or terminated in accordance with the terms and conditions of the Agreement.

### **5 CHARGES, PAYMENT AND RECOVERY OF SUMS DUE**

- 5.1 The Charges for the Services shall be as set out in the Award Letter and shall be the full and exclusive remuneration of the Supplier in respect of the supply of the Services. Unless otherwise agreed in writing by the Customer, the Charges shall include every cost and expense of the Supplier directly or indirectly incurred in connection with the performance of the Services.
- 5.2 All amounts stated are exclusive of VAT which shall be charged at the prevailing rate. The Customer shall, following the receipt of a valid VAT invoice, pay to the Supplier a sum equal to the VAT chargeable in respect of the Services.
- 5.3 The Supplier shall invoice the Customer as specified in the Agreement. Each invoice shall include such supporting information required by the Customer to verify the accuracy of the invoice, including the relevant Purchase Order Number and a breakdown of the Services supplied in the invoice period.
- 5.4 In consideration of the supply of the Services by the Supplier, the Customer shall pay the Supplier the invoiced amounts no later than 30 days after verifying that the invoice is valid and undisputed and includes a valid Purchase Order Number. The Customer may, without prejudice to any other rights and remedies under the Agreement, withhold or reduce payments in the event of unsatisfactory performance.

- 5.5 If the Customer fails to consider and verify an invoice in a timely fashion the invoice shall be regarded as valid and undisputed for the purpose of paragraph 5.4 after a reasonable time has passed.
- 5.6 If there is a dispute between the Parties as to the amount invoiced, the Customer shall pay the undisputed amount. The Supplier shall not suspend the supply of the Services unless the Supplier is entitled to terminate the Agreement for a failure to pay undisputed sums in accordance with clause 16.4. Any disputed amounts shall be resolved through the dispute resolution procedure detailed in clause 19.
- 5.7 If a payment of an undisputed amount is not made by the Customer by the due date, then the Customer shall pay the Supplier interest at the interest rate specified in the Late Payment of Commercial Debts (Interest) Act 1998.
- 5.8 Where the Supplier enters into a sub-contract, the Supplier shall include in that sub-contract:
- 5.8.1 provisions having the same effects as clauses 5.3 to 5.7 of this Agreement; and
  - 5.8.2 a provision requiring the counterparty to that sub-contract to include in any sub-contract which it awards provisions having the same effect as 5.3 to 5.8 of this Agreement.
  - 5.8.3 In this clause 5.8, "sub-contract" means a contract between two or more suppliers, at any stage of remoteness from the Customer in a subcontracting chain, made wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of this Agreement.
- 5.9 If any sum of money is recoverable from or payable by the Supplier under the Agreement (including any sum which the Supplier is liable to pay to the Customer in respect of any breach of the Agreement), that sum may be deducted unilaterally by the Customer from any sum then due, or which may come due, to the Supplier under the Agreement or under any other agreement or contract with the Customer. The Supplier shall not be entitled to assert any credit, set-off or counterclaim against the Customer in order to justify withholding payment of any such amount in whole or in part.

## **6 PREMISES AND EQUIPMENT**

- 6.1 If necessary, the Customer shall provide the Supplier with reasonable access at reasonable times to its premises for the purpose of supplying the Services. All equipment, tools and vehicles brought onto the Customer's premises by the Supplier or the Staff shall be at the Supplier's risk.
- 6.2 If the Supplier supplies all or any of the Services at or from the Customer's premises, on completion of the Services or termination or expiry of the Agreement (whichever is the earlier) the Supplier shall vacate the Customer's premises, remove the Supplier's plant, equipment and unused materials and all rubbish arising out of the provision of the Services and leave the Customer's premises in a clean, safe and tidy condition. The Supplier shall be solely responsible for making good any damage to the Customer's premises or any objects contained on the Customer's premises which is caused by the Supplier or any Staff, other than fair wear and tear.
- 6.3 If the Supplier supplies all or any of the Services at or from its premises or the premises of a third party, the Customer may, during normal business hours and on reasonable notice, inspect and examine the manner in which the relevant Services are

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supplied at or from the relevant premises.

- 6.4 The Customer shall be responsible for maintaining the security of its premises in accordance with its standard security requirements. While on the Customer's premises the Supplier shall, and shall procure that all Staff shall, comply with all the Customer's security requirements.
- 6.5 Where all or any of the Services are supplied from the Supplier's premises, the Supplier shall, at its own cost, comply with all security requirements specified by the Customer in writing.
- 6.6 Without prejudice to clause 3.2.6, any equipment provided by the Customer for the purposes of the Agreement shall remain the property of the Customer and shall be used by the Supplier and the Staff only for the purpose of carrying out the Agreement. Such equipment shall be returned promptly to the Customer on expiry or termination of the Agreement.
- 6.7 The Supplier shall reimburse the Customer for any loss or damage to the equipment (other than deterioration resulting from normal and proper use) caused by the Supplier or any Staff. Equipment supplied by the Customer shall be deemed to be in a good condition when received by the Supplier or relevant Staff unless the Customer is notified otherwise in writing within 5 Working Days.

## **7 STAFF AND KEY PERSONNEL**

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



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## **8 ASSIGNMENT AND SUB-CONTRACTING**

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

## **9 INTELLECTUAL PROPERTY RIGHTS**

- 9.1 All intellectual property rights in any materials provided by the Customer to the Supplier for the purposes of this Agreement shall remain the property of the Customer or the respective owner of such intellectual property rights but the Customer hereby grants the Supplier a royalty-free, non-exclusive and non-transferable licence to use such materials as required until termination or expiry of the Agreement for the sole purpose of enabling the Supplier to perform its obligations under the Agreement.
- 9.2 All intellectual property rights in any materials created or developed by the Supplier pursuant to the Agreement or arising as a result of the provision of the Services shall vest in the Supplier. If, and to the extent, that any intellectual property rights in such materials vest in the Customer by operation of law, the Customer hereby assigns to the Supplier by way of a present assignment of future rights that shall take place immediately on the coming into existence of any such intellectual property rights all its intellectual property rights in such materials (with full title guarantee and free from all third party rights).
- 9.3 All data collected by the Supplier pursuant to the Agreement, or arising as a result of the provision of the Services, will be owned and managed by the Supplier as per clause 9.2 above and the Customer shall have no rights to access or use any raw data or Personal Data collected or used for the Services.
- 9.4 Subject to clause 9.3, the Supplier hereby grants the Customer a perpetual, royalty free, irrevocable, non-exclusive licence to use all intellectual property rights in the materials created or developed pursuant to the Agreement and any intellectual property rights arising as a result of the provision of the Services after publication of the Services findings in academic journals by the Customer.

## **10 GOVERNANCE AND RECORDS**

- 10.1 The Supplier shall:
- 10.1.1 attend progress meetings with the Customer at the frequency and times specified by the Customer and shall ensure that its representatives are suitably qualified to attend such meetings; and
  - 10.1.2 submit progress reports to the Customer at the times and in the format

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specified by the Customer.

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

## **11 CONFIDENTIALITY, TRANSPARENCY AND PUBLICITY**

- 11.1 Subject to clause 11.2, each Party shall:

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

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

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

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

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

11.2.3 on a confidential basis, to its professional advisers;

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

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

- 11.2.6 where the receiving Party is the Customer:

- (a) on a confidential basis to the employees, agents, consultants and contractors of the Customer;
- (b) on a confidential basis to any other Central Government Body, any successor body to a Central Government Body or any company to which the Customer transfers or proposes to transfer all or any part of its business;
- (c) to the extent that the Customer (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions; or
- (d) in accordance with clause 12 and for the purposes of the foregoing, references to disclosure on a confidential basis shall mean disclosure subject to a confidentiality agreement or arrangement containing terms no less stringent than those placed on the customer under this clause 11.

11.3 The Parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, the content of the Agreement is not Confidential Information and the Supplier hereby gives its consent for the Customer to publish this Agreement in its entirety to the general public (but with any information that is exempt from disclosure in accordance with the FOIA redacted) including any changes to the Agreement agreed from time to time. The Customer may consult with the Supplier to inform its decision regarding any redactions but shall have the final decision in its absolute discretion whether any of the content of the Agreement is exempt from disclosure in accordance with the provisions of the FOIA.

11.4 The Supplier shall not, and shall take reasonable steps to ensure that the Staff shall not, make any press announcement or publicise the Agreement or any part of the Agreement in any way, except with the prior written consent of the Customer.

## **12 FREEDOM OF INFORMATION**

12.1 The Supplier and Customer acknowledge that they are both subject to the requirements of the FOIA and the Environmental Information Regulations 2004 and shall:

12.1.1 provide all necessary assistance and cooperation as reasonably requested by the other Party when necessary to comply with their respective obligations under the FOIA and the Environmental Information Regulations 2004;

12.1.2 transfer all Requests for Information relating to this Agreement that they receive as soon as practicable and in any event within 2 Working Days of receipt;

12.1.3 provide each other with a copy of all Information belonging to the other Party as requested in the Request for Information which is in its possession or control in the form that the other Party requires within 5 Working Days (or such other period as a Party may reasonably specify) of such Party's request for such Information; and

12.1.4 not respond directly to a Request for Information unless authorised in writing to do so by the other Party.

12.2 Each Party acknowledges that the other Party may be required under the FOIA and the Environmental Information Regulations 2004 to disclose Information concerning the other Party or the Services (including commercially sensitive information) without consulting or obtaining consent from that Party. In these circumstances the Party disclosing such information shall, in accordance with any relevant guidance issued under the FOIA, take reasonable steps, where appropriate, to give the other Party advance notice, or failing that, to draw the disclosure to the other Party's attention after any such disclosure.

12.2 Notwithstanding any other provision in the Agreement, each Party shall be responsible for determining in its absolute discretion whether any Information relating to the other Party or the Services is exempt from disclosure in accordance with the FOIA and/or the Environmental Information Regulations 2004

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### 13 PROTECTION OF PERSONAL DATA AND SECURITY OF DATA

- 13.1 The Supplier is the data controller of all personal data of veterans held, collected and used in the studies / database.
- 13.2 The Customer is not a data controller for any of the personal data on veterans held, collected and used in the studies / database.
- 13.3 The Supplier shall, and shall procure that all Staff shall, comply with any notification requirements under Data Protection Legislation and both Parties shall duly observe all their obligations under Data Protection Legislation which arise in connection with the Agreement.
- 13.4 When handling Customer data (whether or not Personal Data), the Supplier shall ensure the security of the data is maintained in line with the security requirements of the Customer as notified to the Supplier from time to time.

### 14 LIABILITY

- 14.1 The Supplier shall not be responsible for any injury, loss, damage, cost or expense suffered by the Customer if and to the extent that it is caused by the negligence or wilful misconduct of the Customer or by breach by the Customer of its obligations under the Agreement.
- 14.2 Subject always to clauses 14.3 and 14.4:
- 14.2.1 the aggregate liability of the Supplier in respect of all defaults, claims, losses or damages howsoever caused, whether arising from breach of the Agreement, the supply or failure to supply of the Services, misrepresentation (whether tortious or statutory), tort (including negligence), breach of statutory duty or otherwise shall in no event exceed a sum equal to 125% of the Charges paid or payable to the Supplier; and
- 14.2.2 except in the case of claims arising under clauses **Error! Reference source not found.** and 18.3, in no event shall the Supplier be liable to the Customer for any:
- (a) loss of profits;
  - (b) loss of business;
  - (c) loss of revenue;
  - (d) loss of or damage to goodwill;
  - (e) loss of savings (whether anticipated or otherwise); and/or
  - (f) any indirect, special or consequential loss or damage.
- 14.3 Nothing in the Agreement shall be construed to limit or exclude either Party's liability for:
- 14.3.1 death or personal injury caused by its negligence or that of its Staff;
- 14.3.2 fraud or fraudulent misrepresentation by it or that of its Staff; or
- 14.3.3 any other matter which, by law, may not be excluded or limited.
- 14.4 The Supplier's liability under the indemnity in clause 18.3 shall be unlimited.

## 15 FORCE MAJEURE

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

## 16 TERMINATION

- 16.1 The Customer may terminate the Agreement at any time by notice in writing to the Supplier to take effect on any date falling at least 1 month (or, if the Agreement is less than 3 months in duration, at least 10 Working Days) later than the date of service of the relevant notice.
- 16.2 Without prejudice to any other right or remedy it might have, the Customer may terminate the Agreement by written notice to the Supplier with immediate effect if the Supplier:
- 16.2.1 (without prejudice to clause 16.2.5), is in material breach of any obligation under the Agreement which is not capable of remedy;
  - 16.2.2 repeatedly breaches any of the terms and conditions of the Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms and conditions of the Agreement;
  - 16.2.3 is in material breach of any obligation which is capable of remedy, and that breach is not remedied within 30 days of the Supplier receiving notice specifying the breach and requiring it to be remedied;
  - 16.2.4 undergoes a change of control within the meaning of section 416 of the Income and Corporation Taxes Act 1988;
  - 16.2.5 breaches any of the provisions of clauses 7.2, 11, 12, 12.1 and 17;
  - 16.2.6 becomes insolvent, or if an order is made or a resolution is passed for the winding up of the Supplier (other than voluntarily for the purpose of solvent amalgamation or reconstruction), or if an administrator or administrative receiver is appointed in respect of the whole or any part of the Supplier's assets or business, or if the Supplier makes any composition with its creditors or takes or suffers any similar or analogous action (to any of the actions detailed in this clause 16.2.6) in consequence of debt in any jurisdiction; or
  - 16.2.7 fails to comply with legal obligations in the fields of environmental, social or labour law.
- 16.3 The Supplier shall notify the Customer as soon as practicable of any change of control as referred to in clause 16.2.4 or any potential such change of control.
- 16.4 The Supplier may terminate the Agreement by written notice to the Customer if the Customer has not paid any undisputed amounts within 90 days of them falling due.
- 16.5 Termination or expiry of the Agreement shall be without prejudice to the rights of either Party accrued prior to termination or expiry and shall not affect the continuing rights of the Parties under this clause and clauses 2, 3.2, 6.1, 6.2, 6.6, 6.7, 7, 9, 10.2, 11, 12, 12.1, 14, 16.6, 17.4, 18.3, 19 and 20.7 or any other provision of the Agreement that either expressly or by implication has effect after termination.
- 16.6 Upon termination or expiry of the Agreement, the Supplier shall:

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- 16.6.1 give all reasonable assistance to the Customer and any incoming supplier of the Services; and
- 16.6.2 return all requested documents, information and data to the Customer as soon as reasonably practicable.

## **17 COMPLIANCE**

- 17.1 The Supplier shall promptly notify the Customer of any health and safety hazards which may arise in connection with the performance of its obligations under the Agreement. The Customer shall promptly notify the Supplier of any health and safety hazards which may exist or arise at the Customer's premises and which may affect the Supplier in the performance of its obligations under the Agreement.
- 17.2 The Supplier shall:
  - 17.2.1 comply with all the Customer's health and safety measures while on the Customer's premises; and
  - 17.2.2 notify the Customer immediately in the event of any incident occurring in the performance of its obligations under the Agreement on the Customer's premises where that incident causes any personal injury or damage to property which could give rise to personal injury.
- 17.3 The Supplier shall:
  - 17.3.1 perform its obligations under the Agreement in accordance with all applicable equality Law and the Customer's equality and diversity policy as provided to the Supplier from time to time or the Supplier's own equivalent equality and diversity policy; and
  - 17.3.2 take all reasonable steps to secure the observance of clause 17.3.1 by all Staff.
- 17.4 The Supplier shall supply the Services in accordance with the Customer's environmental policy as provided to the Supplier from time to time or the Supplier's own equivalent environmental policy.
- 17.5 The Supplier shall comply with, and shall ensure that its Staff shall comply with, the provisions of:
  - 17.5.1 the Official Secrets Acts 1911 to 1989; and
  - 17.5.2 section 182 of the Finance Act 1989.

## **18 PREVENTION OF FRAUD AND CORRUPTION**

- 18.1 The Supplier shall not offer, give, or agree to give anything, to any person an inducement or reward for doing, refraining from doing, or for having done or refrained from doing, any act in relation to the obtaining or execution of the Agreement or for showing or refraining from showing favour or disfavour to any person in relation to the Agreement.
- 18.2 The Supplier shall take all reasonable steps, in accordance with good industry practice, to prevent fraud by the Staff and the Supplier (including its shareholders, members and directors) in connection with the Agreement and shall notify the Customer immediately if it has reason to suspect that any fraud has occurred or is occurring or is likely to occur.
- 18.3 If the Supplier or the Staff engages in conduct prohibited by clause 18.1 or commits fraud in relation to the Agreement or any other contract with the Crown (including the Customer) the Customer may:

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- 18.3.1 terminate the Agreement and recover from the Supplier the amount of any loss suffered by the Customer resulting from the termination, including the cost reasonably incurred by the Customer of making other arrangements for the supply of the Services and any additional expenditure incurred by the Customer throughout the remainder of the Agreement; or
- 18.3.2 recover in full from the Supplier any other loss sustained by the Customer in consequence of any breach of this clause.

## 19 DISPUTE RESOLUTION

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

## 20 GENERAL

- 20.1 Each of the Parties represents and warrants to the other that it has full capacity and Customer, and all necessary consents, licences and permissions to enter into and perform its obligations under the Agreement, and that the Agreement is executed by its duly authorised representative.
- 20.2 A person who is not a party to the Agreement shall have no right to enforce any of its provisions which, expressly or by implication, confer a benefit on him, without the prior written agreement of the Parties.
- 20.3 The Agreement cannot be varied except in writing signed by a duly authorised representative of both the Parties.
- 20.4 The Agreement contains the whole agreement between the Parties and supersedes and replaces any prior written or oral agreements, representations or understandings between them. The Parties confirm that they have not entered into the Agreement on the basis of any representation that is not expressly incorporated into the Agreement. Nothing in this clause shall exclude liability for fraud or fraudulent misrepresentation.
- 20.5 Any waiver or relaxation either partly, or wholly of any of the terms and conditions of the Agreement shall be valid only if it is communicated to the other Party in writing and expressly stated to be a waiver. A waiver of any right or remedy arising from a breach of contract shall not constitute a waiver of any right or remedy arising from any other breach of the Agreement.
- 20.6 The Agreement shall not constitute or imply any partnership, joint venture, agency, fiduciary relationship or other relationship between the Parties other than the contractual relationship expressly provided for in the Agreement. Neither Party shall have, nor represent that it has, any Customer to make any commitments on the other Party's behalf.
- 20.7 Except as otherwise expressly provided by the Agreement, all remedies available to

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either Party for breach of the Agreement (whether under the Agreement, statute or common law) are cumulative and may be exercised concurrently or separately, and the exercise of one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.

- 20.8 If any provision of the Agreement is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from the Agreement and rendered ineffective as far as possible without modifying the remaining provisions of the Agreement, and shall not in any way affect any other circumstances of or the validity or enforcement of the Agreement.

## **21 NOTICES**

- 21.1 Any notice to be given under the Agreement shall be in writing and may be served by personal delivery, first class recorded or, subject to clause 21.3, e-mail to the address of the relevant Party set out in the Award Letter, or such other address as that Party may from time to time notify to the other Party in accordance with this clause:
- 21.2 Notices served as above shall be deemed served on the Working Day of delivery provided delivery is before 5.00pm on a Working Day. Otherwise delivery shall be deemed to occur on the next Working Day. An email shall be deemed delivered when sent unless an error message is received.
- 21.3 Notices under clauses 15 (Force Majeure) and 16 (Termination) may be served by email only if the original notice is then sent to the recipient by personal delivery or recorded delivery in the manner set out in clause 21.1.

## **22 GOVERNING LAW AND JURISDICTION**

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



## **ANNEX 2 – PRICE SCHEDULE**

The total contract value including any extensions (ex VAT) shall be £1,798,246.53.  
A full break down of these costs is included below:

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## **ANNEX 3 – STATEMENT OF REQUIREMENTS**

### **1. PURPOSE**

- 1.1 This contract is for King's College funding to maintain a longitudinal study (18 years) with the Office for Veteran's Affairs by conducting a further phase of data collection with serving and ex-serving personnel who have taken part in the previous phase, undertaking data analyses of new and existing data and writing of reports and academic publications. Participants who were still serving at the previous phase will be included to capture new Service leavers since that time.

This bid is to cover the salary costs associated with carrying out data collection, analysis and report writing. A small proportion of the funds would also be used for non-salary costs to include office costs, stationery and IT consumables to support the team, costs associated with data collection and the dissemination of findings and planning of new studies,

- 1.2 The primary aim of this study is to investigate the current experiences, mental health, wellbeing and lifestyle behaviours of serving and ex-serving personnel. This is a quantitative project, which will focus on these key areas of interest, aiming to identify, in as close to real time as possible, potential emerging issues in this population and psychological indicators of resilience and vulnerability.

### **2. BACKGROUND TO REQUIREMENT/OVERVIEW OF REQUIREMENT**

- 2.1 Since 2003, the redacted has funded research by the King's Centre for Military Health Research (KCMHR) on the experiences of UK Armed Forces personnel who served during Op Telic and Op Herrick. The research has informed practice and policy and enabled MOD to continue to focus efforts, develop and continue interventions such as the Reserves Mental Health Programme, TRiM, Decompression, the Medical Assessment Programme and the six community based mental health pilots. The study has enrolled approximately 20,000 participants and it monitors the effects of operational service against a cohort group that did not deploy. Findings from the research have led to peer-reviewed papers in the mainstream scientific literature as well as influencing policy– not just in Defence but in the Health Service, third sector and internationally (particularly in the United States).
- 2.2 The initial study was restricted to Op Telic 1 personnel. In 2006, the study was extended for a further three years (Phase 2) and broadened to include all subsequent deployments to Iraq and deployments to Afghanistan. Phase 3 maintained the database of Service Personnel and further explored the data obtained in Phases 1 and 2. Phase 4 which was completed and published in

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2018 involved issuing questionnaires to the existing cohort of some 10,000 personnel (both serving and veterans) replenished with an additional cohort of Service Personnel who joined the UK Armed Forces between 2009 and 2013. A further component was added with a large, in-depth clinical interview study conducted among 1,500 cohort members who had identified having a stress or emotional problem. The study uses a comparator group of service personnel who did not deploy to Iraq or Afghanistan and therefore we are able to track their health and wellbeing outcomes too.

- 2.3 The KCMHR cohort is the only UK study of its type and has collected data on a wide range of issues including mental health, alcohol misuse, physical health, combat and deployment experiences, operational tempo, homecoming experiences, pre-enlistment vulnerability, offending, attrition / retention, transition for service leavers, reservist issues, family issues, help seeking behaviours, risk taking behaviours and social networks. Its reputation and output is envied nationally and internationally and was a focus of the recent five eyes ministerial international conference which the UK hosted in July 2017. Politically, it is clear that Ministers wish this study to continue and it has the support of senior officials in No.10.
- 2.4 Throughout the life of the military cohort, KCMHR have taken steps to ensure that the study sample has remained representative of the UK military as a whole. It includes personnel from all three Services, regulars and reservists as well as those who have left Service. This study presents a unique resource providing high quality information on the short, medium and long term impact of military service as well as deployment to Iraq and Afghanistan. This has allowed the study team to monitor the mental health and wellbeing through a participant's military career and provide evidence regarding transition and life after Service both of which are ministerial priorities.
- 2.5 The KCMHR cohort has led to a large number of high impact, high quality academic publications which have influenced MOD policy, service provision and raised awareness of the mental health and wellbeing of Service personnel and veterans. As well as examining the mental health and wellbeing of Service personnel, in general and the impact of deployment and deployment related experiences, KCMHR have also been able to determine the effectiveness of third location decompression, persistence, remittance and delayed onset PTSD; explored the mental health and wellbeing of specific groups (such as Reservists, Marines, medics, individual augmentees, those exposed to IEDS) and explored the impact of unit cohesion, morale and leadership on mental health. As well as mental health, KCMHR have reported on the rates of violent behaviour, mild traumatic brain injury, smoking, obesity and risky driving. The cohort has allowed a direct comparison with the US military helping to understand the reasons for the differences in PTSD and alcohol misuse between the two nations. As the KCMHR cohort follows up those who have left service, they have been able to look at transition to civilian life (e.g. housing, employment, social networks) and how transition is

influenced by length of service and service related experiences. This is influencing the development of tri-service policy.

### 3. DEFINITIONS

Expression or Acronym	Definition
<b>OVA</b>	<b>Means Office of Veteran Affairs</b>
<b>KCL</b>	<b>Means King's College London</b>
<b>KCMHR</b>	<b>Means King's Centre for Military Health Research</b>

### 4. SCOPE OF REQUIREMENT

The key requirements are to undertake a fourth phase of data collection as well as exploiting new and existing data already held to address current and emerging issues of interest; trend data on health and wellbeing outcomes and an ability to respond to new areas of ministerial interest. Continued maintenance of the cohort allows King's to provide evidence for new questions and issues relevant for the Armed Forces community via the phase 4 questionnaire survey. The detailed areas to be addressed are at Annex A noting the flexibility to amend in accordance with departmental priorities. The final list of topics to be addressed by the questionnaire will be agreed in discussion with the Office for Veterans Affairs.

- 4.1 This phase will ensure that the longer-term impacts of the deployments to Iraq and Afghanistan could be considered. Given that UK personnel were still being deployed in Afghanistan (on Op Herrick) until end 2014 and subsequently on Op Toral there remains a need to investigate the health and wellbeing of those personnel. There is a wider benefit given that the study also tracks the health and wellbeing of personnel who have not deployed too.
- 4.2 KCMHR's task is not only to produce scientific summary papers, but also to illuminate policy on military health and well-being. In a number of areas the research has led to changes in the direction of policy, e.g. finding that screening was not a single solution to assessing the on-set of post deployment mental health. They have identified an increase in mental health problems in Reservists, which led to the Reserves Mental Health Programme now subsumed by the Veteran and Reserves Mental Health Programme. A series of studies have shown that PTSD is not the most prevalent mental health problem in the Armed Forces. Both depression and alcohol misuse are more common (than in the general civilian population). This has helped raise the importance of alcohol misuse as an issue as highlighted by the publication of the Alcohol Usage in the UK Armed Forces Official Statistic on 20 July 2017.
- 4.3 In Scope:

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4.3.1 Continuation of Veteran Cohort Study. This will include a further phase of data collection involving serving and ex-serving members from the previous phase, analysis of new and existing data, and delivery of a summary report and writing of the lead academic papers.

4.3.2 Analysis of results for lead academic papers and a summary level report are mandatory.

Out of Scope:

4.3.3 Any additional analysis with any deep dives are excluded, as they are not in scope for this cost.

## **5. THE REQUIREMENT**

5.1 The Supplier will undertake a data collection phase and will address the following areas within the questionnaire; these areas will be reviewed to ensure appropriateness and relevance of the questionnaire. The final list of topics may include additional topics; areas may also be excluded if deemed no longer relevant. The final list of topics to be addressed will be agreed following discussion with the Office for Veterans Affairs.

5.1.1 Covid-19 - Short summary follow up on KCL's Covid-19 research study commissioned last year by the OVA.

5.1.2 Service leavers - transition issues, post-service mental health and lifestyle behaviours, social support, social exclusion (e.g. post-service employment, job transience, accommodation problems, debt). This supports tri-service policy on transition; and help direct the £10m pa Armed Forces Covenant Grant programme as well as the provision of support through statutory and third sector providers.

5.1.3 Occupational issues, health issues, social support and career intentions among reservists - Support tri-service policy

5.1.4 Persistence, new onset and remission in mental health difficulties (in particular persistent, delayed onset and successfully managed PTSD) - Supports health policy and management

5.1.5 Physical health (injuries, disability, multiple physical symptoms) - Supports health policy and management

5.1.6 Risk taking behaviours (e.g. risky driving, violence, anger) - Supports education campaigns

5.1.7 The role of functional impairment - Supports health policy and management

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- 5.1.8 Differences between the Services - Supports deviation from tri-service policies
- 5.1.9 Comparisons with other militaries (in particular the US) and the UK general population. This enables effective international collaboration and shapes joint operating environments
- 5.1.10 Help seeking, perceived barriers to care and stigma, use of NHS and third sector services, treatment trajectories - Supports education campaigns and health policy
- 5.1.11 Look at the mental health impact (or lack of) of mefloquine prescriptions, using DMICP to determine exposure. This allows an evidence based position free from any recall bias / litigation pressure.
- 5.2 Further activities are also required to be completed by the Supplier as follows:
  - 5.2.1 Seek ethical approval from the MoD Research Ethics Committee (MoDREC) for the study.
  - 5.2.2 Summary level report(s) following discussion and agreement with OVA
  - 5.2.3 Recruitment of new team members as required
  - 5.2.4 Review meetings with the Customer
  - 5.2.5 Ensuring the Study website is maintained and up to date
  - 5.2.6 Stakeholder meeting/dissemination event organised
  - 5.2.7 Developing and implementing processes for ensuring information updates are received and processed e.g. updated information from NHS and the participants directly.
  - 5.2.8 Regular reviews with the Customer to agree subjects and priorities.
- 5.3 Full details of these requirements and the timeframes are contained in Section 6.

## 6. KEY MILESTONES AND DELIVERABLES

6.1 The following Contract milestones/deliverables shall apply:

Year	Quarter	Project months	<ul style="list-style-type: none"><li>Key milestones</li></ul>
1	1	1-3	<ul style="list-style-type: none"><li>Begin the development of the questionnaire</li><li>Start drafting the application for ethical approval</li><li>Begin drafting participant materials</li><li>Initiate the recruitment process for new staff as appropriate</li><li>Initiate discussions with Defence Statistics regarding data updates for the study</li><li>Project review meeting with OVA</li></ul>
	2	4-6	<ul style="list-style-type: none"><li>Send out newsletter to inform the cohort of the next data collection phase</li><li>Circulate the first draft of the questionnaire to stakeholders for feedback</li><li>Make revisions to the questionnaire as appropriate</li><li>Circulate the final version of the questionnaire</li><li>Test flow and function of the online questionnaire</li><li>Finalise the online and paper versions of the questionnaire and participant materials</li><li>Project review meeting with OVA</li></ul>
	3	7-9	<ul style="list-style-type: none"><li>Submit ethics application to MoDREC</li><li>Update study webpages</li><li>Research Assistants recruited and trained</li><li>Data collection plan in place</li><li>Start data collection (subject to ethical approval and data updates received)</li><li>Project review meeting with OVA; agree funding for year 2</li></ul>

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	4	10-12	<ul style="list-style-type: none"> <li>• Begin planning for the data entry of paper questionnaires</li> <li>• Review data collection plan; amend as needed</li> <li>• Discuss with OVA possible summary reports based on existing data</li> <li>• Stakeholder dissemination event arranged</li> <li>• Project review meeting with OVA</li> </ul>
2	5	13-15	<ul style="list-style-type: none"> <li>• Start planning and undertaking data management tasks</li> <li>• Start the data entry of paper questionnaires</li> <li>• Undertake database work required for tracing activity</li> <li>• Review data collection plan; amend if needed</li> <li>• Project review meeting with OVA</li> </ul>
	6	16-18	<ul style="list-style-type: none"> <li>• Start intensive tracing of non-responders in line with data collection plan</li> <li>• Begin data cleaning of paper questionnaires</li> <li>• Review data collection plan; amend if needed</li> <li>• Project review meeting with OVA</li> </ul>
	7	19-21	<ul style="list-style-type: none"> <li>• Start preliminary analysis of data</li> <li>• Begin planning academic publications/papers</li> <li>• Review data collection plan; amend if needed</li> <li>• Project review meeting with OVA; agree funding for year 3</li> </ul>
	8	22-24	<ul style="list-style-type: none"> <li>• Review data collection plan; amend if needed</li> </ul>

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			<ul style="list-style-type: none"> <li>• Continuation of data collection and data management activities</li> <li>• Continuation of data analyses and paper/report writing</li> <li>• Stakeholder dissemination event arranged</li> <li>• Project review meeting with OVA: Begin discussion of possible funding for continuation of the study beyond the current phase</li> </ul>
3	9	25-27	<ul style="list-style-type: none"> <li>• Discuss preliminary findings with OVA</li> <li>• Project review meeting with OVA</li> </ul>
	10	28-30	<ul style="list-style-type: none"> <li>• Data collection complete</li> <li>• Data entry of paper questionnaires complete</li> <li>• Data cleaning complete</li> <li>• Final merged dataset ready for analysis</li> <li>• Project review meeting with OVA</li> </ul>
	11	31-33	<ul style="list-style-type: none"> <li>• Begin final analysis and write up for the lead academic paper(s)</li> <li>• Start drafting a participant newsletter</li> <li>• Project review meeting with OVA</li> <li>• Agreement of funding (if appropriate) for next cohort phase</li> <li>•</li> </ul>
	12	34-36	<ul style="list-style-type: none"> <li>• Participant newsletter sent</li> <li>• Submission of lead paper(s) to an academic journal</li> <li>• Summary report to OVA</li> <li>• Stakeholder dissemination event arranged</li> <li>• Final project review meeting with OVA</li> </ul>

## **7. MANAGEMENT INFORMATION/REPORTING**

- 7.1 King's College London will own the data as per previous arrangements for the cohort studies. This will enable KCMHR to investigate the data and publish in academic journals. The Office for Veterans' Affairs will not own any of the data nor have access to any raw data collected in the study or any Personal Data of the study participants.

## **8. CONTINUOUS IMPROVEMENT**

- 8.1 The Supplier will be expected to continually improve the way in which the required Services are to be delivered throughout the Contract duration.
- 8.2 The Supplier should present new ways of working to the Customer during quarterly Contract review meetings.
- 8.3 Changes to the way in which the Services are to be delivered must be brought to the Customer's attention and agreed prior to any changes being implemented.

## **9. QUALITY**

- 9.1 The report will be written to a standard that is comparable with the standard required for publication in an academic journal.

## **10. STAFF AND CUSTOMER SERVICE**

- 10.1 The Supplier shall provide a sufficient level of resource throughout the duration of the Contract in order to consistently deliver a quality service.
- 10.2 The Supplier's staff assigned to the Contract shall have the relevant qualifications and experience to deliver the Contract to the required standard.
- 10.3 The Supplier shall ensure that staff understand the Customer's vision and objectives and will provide excellent customer service to the Customer throughout the duration of the Contract.

## **11. SERVICE LEVELS AND PERFORMANCE**

- 11.1 The Customer will measure the quality of the Supplier's delivery by:

<b>KPI/SLA</b>	<b>Service Area</b>	<b>KPI/SLA description</b>	<b>Target</b>
1	Delivery timescale	Reports to be received within 3 working days of the agreed deadline	98%

## **12. SECURITY AND CONFIDENTIALITY REQUIREMENTS**

The data will be collected and stored securely with only the research team at KCL having access to the data.

There are no confidentiality/security restrictions in respect of the results/deliverables of the Contract, subject to publication of study findings in academic journals.

## **13. CONTRACT MANAGEMENT**

King's College London will own the data as per previous arrangements for the cohort studies. This will enable KCMHR to investigate the data and publish academic journals. The Office for Veterans' Affairs will not own any of the data nor have access to any raw data collected in the study or any Personal Data of the study participants.

Attendance at Contract Review meetings shall be at the Supplier's own expense.

## **14. LOCATION**

The location of the Services will be carried out at King's Centre for Military Health Research, King's College, London. The Customer acknowledges that there may be further restrictions based on Government Guidance relating to the Covid-19 pandemic.

## **ANNEX 4 – SUPPLIERS RESPONSE**

(From the Supplier's Proposal of 05/02/2021)

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## **ANNEX 5 – CLARIFICATIONS**

**Not Applied**

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## **ANNEX 6 – ADDITIONAL TERMS & CONDITIONS**

Not Used

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## ANNEX 7 – CHANGE CONTROL FORMS

### CHANGE CONTROL NOTICE (CCN)

<b>Contract Title:</b>	Contract for the Provision of <b>Insert title of requirement</b> (The Contract)		
<b>Contract Reference:</b>		<b>Contract Change Number:</b>	
<b>Date CCN issued:</b>		<b>Date Change Effective from:</b>	

**Between:** The **Insert Name of Contracting Authority** (The Customer) and **Insert name of Supplier** (The Supplier)

1. The Contract is varied as follows:
  - 1.1. **Insert details of changes to the original contract.**
2. Words and expressions in this Change Control Notice shall have the meanings given to them in the Contract.
3. The Contract, including any previous Contract changes, authorised in writing by both Parties, shall remain effective and unaltered except as amended by this Change Control Notice.

Change authorised  
to proceed by:  
(Customer's  
representative):

Signature

Print Name and Job Title

Date

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Authorised for and on behalf of the Supplier:			
	Signature	Print Name and Job Title	Date
Authorised for and on behalf of the Customer:			
	Signature	Print Name and Job Title	Date