

Customer Data	Data, text, drawings, diagrams, images or sounds (together with any database made up of any of these), including any Customer's Confidential Information, supplied to the Supplier by or on behalf of the Customer, or which the Supplier is required to generate, process, store or transmit in connection this Contract, and any Personal Data for which the Customer is the Data Controller.
Customer Materials	Any Customer Data, Customer equipment, computer systems, software, documents, copy, Intellectual Property Rights, artwork, logos and any other materials or information owned by or licensed to the Customer which are provided to the Supplier or its Associates by or on behalf of the Customer.
Contracting Body	CCS, the Customer and any other bodies listed in the OJEU Notice.
Contract Charges	All charges payable by the Customer for the Project provided under this Contract calculated in accordance with DPS Schedule 3 (Charging Structure) and the Letter of Appointment including all Approved costs properly incurred by the Customer including but not limited to all Expenses, disbursement, taxes, sub-contractor or third party costs, and fees.
Confidential Information	The Customers Confidential Information and/or the Supplier Confidential Information.
Contractor Personnel	means all directors, officers, employees, agents, consultants and contractors of the Contractor and/or of any Sub-Contractor engaged in the performance of its obligations under this Agreement.
Controller, Processor, Data Subject, Personal Data, Personal Data Breach, Data Protection Officer	The meaning given in the GDPR.
Contract Year	A consecutive 12- month period during the Term commencing on the Effective Date or each anniversary thereof.
Data Loss Event	any event that results, or may result, in unauthorised access to Personal Data held by the Contractor under this Agreement, and/or actual or potential loss and/or destruction of Personal Data in breach of this Agreement, including any Personal Data Breach.
DPA 2018	Data Protection Act 2018
Data Protection Impact Assessment	an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data.
Data Subject Access Request	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.
Data Protection Legislation or DPA	(i) the GDPR, the LED and any applicable national implementing Laws as amended from time to time (ii) the DPA 2018 [subject to Royal Assent] 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;
Default	Any breach of the obligations of the Supplier (including but not limited failing to provide any Deliverables by any date set out in the applicable Statement of Work (or any other deadline agreed by the Parties in writing), and abandonment of this Contract in breach of its terms) or any

	other default (including material Default), act, omission, negligence or statement of the Supplier, of its Sub-Contractors or any of its staff howsoever arising in connection with or in relation to the subject-matter of this Contract and in respect of which the Supplier is liable to the Customer.
Deliverables	The applied research services from Section 2 of the DPS Agreement that are to be provided as specified in a Statement of Work.
Dispute	Any dispute, difference or question of interpretation arising out of or in connection with this Contract, including any dispute, difference or question of interpretation relating to the Project, failure to agree in accordance with the Variation Procedure or any matter where this Contract directs the Parties to resolve an issue by reference to the Dispute Resolution Procedure.
Dispute Resolution Procedure	The dispute resolution procedure set out in Contract Schedule 4 (Dispute Resolution Procedure).
DPS Agreement	The DPS Agreement between CCS and the Supplier reference number: RM6018 referred to in the Letter of Appointment
DPS	Means the dynamic purchasing system established by CCS for the provision of Research Services which are to be provided by the Supplier under the DPS Agreement.
Effective Date	The date this Contract starts, as set out in the Letter of Appointment.
Environmental Information Regulations or EIRs	The Environmental Information Regulations 2004 together with any related guidance and/or codes of practice issued by the Information Commissioner or relevant Government department.
Expenses	Reasonable travelling, hotel, subsistence and other expenses incurred by the Supplier in connection with the supply Services of and Deliverables, provided that such Expenses have either received the Customers Approval or are in accordance with any expenses policies which have been supplied to the Supplier and set out in the agreed Statement of Work.
Expiry Date	The date this Contract ends, as set out in the Letter of Appointment.
Extension Expiry Date	The latest date this Contract can end, as set out in the Letter of Appointment.
FOIA	The Freedom of Information Act 2000 as amended from time to time and any subordinate legislation made under that Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation.
Force Majeure	Means: <ul style="list-style-type: none"> • acts, events, omissions, happenings or non-happenings beyond the reasonable control of the Affected Party • riots, war or armed conflict, acts of terrorism, nuclear, biological or chemical warfare • fire, flood, any disaster and any failure or shortage of power or fuel • an industrial dispute affecting a third party for which a substitute third party is not reasonably available but does

	<p>not mean:</p> <ul style="list-style-type: none"> • any industrial dispute relating to the Supplier, its staff, or any other failure in the Supplier's (or a subcontractor's) supply chain • any event or occurrence which is attributable to the wilful act, neglect or failure to take reasonable precautions against the event or occurrence by the Party concerned, and <p>any failure of delay caused by a lack of funds</p>
Further Competition Procedure	The process of a Customer issuing a Project Specification and the Supplier submitting a proposal in response to such Project Specification, as set out in DPS Clause 3.10.
GDPR	Means the General Data Protection Regulation (<i>Regulation (EU) 2016/679</i>)
Good Industry Practice	Standards, practices, methods and procedures conforming to the Law and the exercise of the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged within the relevant industry or business sector.
Guarantee	A deed of guarantee that may be required under this Contract in favour of the Customer in the form set out in DPS Schedule 9 (Guarantee) granted pursuant to Clause 3 (Contract Guarantee).
Guarantor	The person, in the event that a Guarantee is required under this Contract, acceptable to the Customer to give a Guarantee.
Impact Assessment	The assessment to be carried out by a Party requesting a Variation in accordance with Clause 9.4.
Information	The same meaning given under section 84 of the Freedom of Information Act 2000 as amended from time to time
Insolvency Event	<p>Means, in respect of the Supplier [or DPS Guarantor (as applicable)]:</p> <ol style="list-style-type: none"> a) a proposal is made for a voluntary arrangement within Part I of the Insolvency Act 1986; or b) a winding-up resolution is considered or passed (other than as part of, and exclusively for the purpose of, a bona fide reconstruction or amalgamation); or c) a petition is presented for its winding up (which is not dismissed within fourteen (14) Working Days of its service) or an application is made for the appointment of a provisional liquidator or a creditors' meeting is convened pursuant to section 98 of the Insolvency Act 1986; or d) a receiver, administrative receiver or similar officer is appointed over the whole or any part of its business or assets; or e) an application order is made either for the appointment of an administrator or for an administration order, an administrator is appointed, or notice of intention to appoint an administrator is given; or f) it is or becomes insolvent within the meaning of section 123 of the Insolvency Act 1986; or g) being a "small company" within the meaning of section 382(3) of the Companies Act 2006, a

	<p>moratorium comes into force pursuant to Schedule A1 of the Insolvency Act 1986; or</p> <p>h) where the Supplier is an individual or partnership, any event analogous to these listed in this definition occurs in relation to that individual or partnership; or</p> <p>d) any event analogous to these listed in this definition occurs under the law of any other jurisdiction</p>
Intellectual Property Rights or IPR	<p>The following rights, wherever in the world enforceable, or such similar rights, which have equivalent effect, including all reversions and renewals and all applications for registration:</p> <ul style="list-style-type: none"> • any patents or patent applications • any trade marks (whether or not registered) • inventions, discoveries, utility models and improvements whether or not capable of protection by patent or registration • copyright or design rights (whether registered or unregistered) • database rights • performer's property rights as described in Part II of the Copyright Designs and Patents Act 1988 and any similar rights of performers anywhere in the world • any goodwill in any trade or service name, trading style or get-up and • any and all other intellectual or proprietary rights
Key Individuals	Individuals named by the Supplier in the Letter or Appointment or Statement of Work as having a major responsibility for delivering the Project.
Law	means any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of Section 2 of the European Communities Act 1972, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the Contractor is bound to comply;
LCIA	means London Court of International Arbitration
LED	means Law Enforcement Directive (Directive (EU) 2016/680)
Letter of Appointment	The Letter of Appointment, substantially in the form set out in DPS Schedule 4, signed by both Parties and dated on the Effective Date.
Losses	Any losses, damages, liabilities, claims, demands, actions, penalties, fines, awards, costs and expenses (including reasonable legal and other professional expenses) to either Party subject to Clause 18.1 and 18.2.
Malicious Software	Any software program or code intended to destroy, interfere with, corrupt, or cause undesired effects on program files, data or other information, executable code or application software macros, whether or not its operation is immediate or delayed, and whether the malicious software is introduced wilfully, negligently or without knowledge of its existence.
Materials	Any questionnaires, discussion guides, transcripts, tables, data files, reports, pre-notifications, stimulus materials or any other material protected by Intellectual Property Rights

	or produced as part of a Project.
Moral Rights	All rights described in Part I, Chapter IV of the Copyright Designs and Patents act 1988 and any similar rights of authors anywhere in the world.
New Expiry Date	Has the meaning given to it in Clause 2.3
Party	Means a Party to this Agreement.
Personal Data	Personal Data has the same meaning as set out in the Data Protection Act 2018
Prohibited Act	<p>To directly or indirectly offer, promise or give any person working for or engaged by a Customer or CCS a financial or other advantage to:</p> <ol style="list-style-type: none"> a) induce that person to perform improperly a relevant function or activity b) reward that person for improper performance of a relevant function or activity c) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with this Agreement; d) commit any offence: <ul style="list-style-type: none"> • under the Bribery Act 2010 (or any legislation repealed or revoked by such Act); or • under legislation or common law concerning fraudulent acts; or • defrauding, attempting to defraud or conspiring to defraud the Customer ; or • any activity, practice or conduct which would constitute one of the offences listed above if such activity, practice or conduct had been carried out in the UK;
Project	Any project(s) agreed between the Parties from time to time whereby the Supplier performs the Project which are the subject of this Contract and supplies Deliverables to the Customer as more fully described in the applicable Statement of Work;
Project Commencement Date	The date a Project will start, as set out in the relevant Statement of Work.
Project Completion Date	The date by which a Project is to be completed, as set out in the relevant Statement of Work.
Project Notice Period	The period of notice for cancellation of a Project as set out in the Statement of Work.
Project Specific Materials	<p>Means:</p> <p>Intellectual Property Rights in items created by the Supplier (or by a third party on behalf of the Supplier) specifically for the purposes of this Contract and updates and amendments of these items including (but not limited to) database schema; and/or</p> <p>Intellectual Property Rights in or arising as a result of the performance of the Supplier's obligations under this Contract and all updates and amendments to the same.</p>
Project Term	The period during which the Project for each Project will be provided as specified in the applicable Statement of Work.
Protective Measures	means appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that


	availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of such measures adopted by it.
Purchase Order Number	The order number set out in the Letter of Appointment.
Records	The accounts and information maintained by the Supplier related to the operation and delivery of this Contract, including all expenditure which is reimbursable by the Customer, as are necessary for the provision of management information and to enable the Customer to conduct an audit as set out in Clause 21.
Rectification Plan	The rectification plan pursuant to the Rectification Plan Process.
Rectification Plan Process	The process set out in Clauses 5.8 to 5.14.
Regulations	The Public Contracts Regulations 2015.
Relevant Requirements	All applicable Law relating to bribery, corruption and fraud, including the Bribery Act 2010 and any guidance issued by the Secretary of State for Justice pursuant to section 9 of the Bribery Act 2010;
Request for Information	A request for information or an apparent request relating to this Contract or the provision of the Project or an apparent request for such information under the FOIA or the EIRs.
Schedule	Any Schedule attached to this Contract.
Services	The Project to be supplied by the Supplier under this Contract and in accordance with Section 2 of the DPS Agreement, as set out in the relevant Statement of Work. This includes the provision of Deliverables.
Special Terms	Any terms specifically designated as varying these Contract Terms or the terms of any schedule, as set out in the applicable Statement of Work.
Standards	Any: standards published by BSI British Standards, the National Standards Body of the United Kingdom, the International Organisation for Standardisation or other reputable or equivalent bodies (and their successor bodies) that a skilled and experienced operator in the same type of industry or business sector as the Supplier would reasonably and ordinarily be expected to comply with; <ul style="list-style-type: none"> • standards detailed in the specification in DPS Section 2 (Services and Key Performance Indicators); • standards detailed by the Customer in the Letter of Appointment and any Statement of Work or agreed between the Parties from time to time; • relevant Government codes of practice and guidance applicable from time to time i.e. including but not limited to Market Research Society (MRS) Code of Conduct and Social Research Association (SRA).
Statement of Work	One or more documents describing the relevant Project(s) as agreed and signed by the parties and which shall comprise both the Customer Project Specification and the Supplier's Proposal (whether agreed as part of a Call for Competition or during the Term of this Contract).
Sub-Contract	A contract entered into between the Supplier and a Sub-Contractor.
Sub-Contractor	Any person or Supplier appointed by the Supplier to provide elements of the Project on behalf of the Supplier to the Customer.


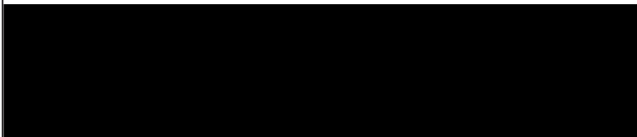
Sub-Processor	Means any third Party appointed to process Personal Data on behalf of the Contractor related to this Agreement
Supplier Affiliate	Any company, partnership or other entity which at any time directly or indirectly controls, is controlled by or is under common control with the Supplier, including as a subsidiary, parent or holding company.
Supplier Confidential Information	Any information that the Supplier gives to CCS or to Customer's that is designated as being confidential, or which ought to be reasonably be considered to be confidential (whether or not it is marked "confidential"). This may include information, however it is conveyed, that relates to the Supplier's business, affairs, developments, trade secrets, Know-How, personnel and suppliers including all Intellectual Property Rights.
Supplier Materials	Those Materials specifically created by any officers, employees, sub-contractors or freelancers of the Supplier for the purposes of a Project, whether or not these materials are incorporated into Deliverables during the Term. (Includes any Materials adapted, modified or derived from the Customer Materials).
Supplier Proprietary Materials	Software (including all programming code in object and source code form), methodology, know-how and processes and Materials in relation to which the Intellectual Property Rights are owned by (or licensed to) the Supplier and which: <ul style="list-style-type: none"> - were in existence prior to the date on which it is intended to use them for a Project, or are created by or for the Supplier outside of a Project and which are intended to be reused across its business
Supplier Proposal	The Supplier's solution in response to the Customer's Project Specification, as set out in the Letter of Appointment or in any Statement of Work.
Tender	The tender submitted by the Supplier in response to the Invitation to Tender.
Term	The period from the Effective Date to the earlier of: <ul style="list-style-type: none"> • the Expiry Date or New Expiry Date; and • any date of termination
Territory	The United Kingdom, unless specified otherwise in the applicable Statement of Work. Publication and marketing on globally accessible mediums such as the internet shall not mean that the Territory is deemed to be worldwide.
Third Party Materials	Any Materials used in the Deliverables which are either commissioned by the Supplier from third parties or which have already been created by a third party and the Supplier proposes to use. Excludes software which is owned or licensed by a third party.
Transparency Principles	The principles set out at www.gov.uk/government/publications/transparency-of-suppliers-and-government-to-the-public detailing the requirement for the proactive release of contract information under the Government's transparency commitment.
Transparency Reports	The information relating to the Project and performance of this Contract which the Supplier is required to provide to the CCS in accordance with its reporting requirements.
Variation	A change in this Contract that is formally agreed by both Parties, as detailed in Clause 10.2.
Variation Form	The template form to process and record variations to this

	Contract as set out at Schedule 5.
Worker	Any Supplier personnel to whom the Customer considers Procurement Policy Note 08/15 (Tax Arrangements of Public Appointees) applies See https://www.gov.uk/government/publications/procurement-policy-note-0815-tax-arrangements-of-appointees
Working Day	Any day other than a Saturday, Sunday or public holiday in England and Wales.

SCHEDULE 2
Statement of Work

This Statement of Work is issued under and in accordance with the Contract entered into between the parties dated *[insert date of signature of Contract.]*

Project:	The Health and Social Care Information Centre (HSCIC also known as NHS Digital) is looking to put in place a contract for the provision of the Mental Health of Children and Young People (MHCYP) Survey. This will be comprised of six follow up surveys to the MHCYP 2017 cohort (Wave 3 to 8). The last follow up was Wave 2 in February 2021. The successful survey provider will deliver the survey design and subsequent data collection, as well as the analysis and publication writing of the survey findings
Project start Date	End date of Initial Period 31 st March 2026
Notice period for cancellation	End date of Maximum Extension Period 31 st March 2028 Minimum written notice to Supplier in respect of extension: 30 days
[Project Period]:	Notice The contract period covers the delivery of Waves 3 to 8 as detailed in the specification of requirements. Wave 3 is called off as part of this contract, subsequent waves 4 to 8, along with reporting, will be subject to funding being in place and signed contract variations detailing the scope of requirements, to be delivered for that wave/report.
Services & Deliverables:	 MHCYP Statement of Requirements.docx
Inclusion of Additional Schedules	Schedule 10 Exit Management Schedule 11 Business Continuity Schedule 12 Financial Difficulties
Project Plan:	<i>As detailed in specification of requirements.</i>

Contract Charges:	Maximum Contract Value is £2,576,675.00 to cover all waves as detailed in the specification. Each wave will be subject to funding being in place and will be contracted for though a signed contract variation detailing the scope of requirements to be delivered for that wave.
Customer Materials:	N/A
International locations	N/A
Customer Affiliates:	N/A
Special Terms:	 Draft Letter of Appointment - MHCY
Key Individuals :	<i>Set out details of the key personnel from the Supplier for this</i> 
Authorised Supplier Approver:	<i>Set out details of the person(s) who have the authority to agree day to day decisions on behalf of Supplier for this project.</i> 