

Conditions of Contract Short Form Enhanced

July 2022

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International SOS Assistance UK Limited
Building 4, Chiswick Park
566 Chiswick High Road, Chiswick
London
W4 5YE

Attn: [REDACTED]
[REDACTED]

Date: 13 July 2022
Our ref: CEFAS22-58

Dear [REDACTED]
Supply of Global Travel Risk Mitigation Services

Following your proposal for the supply of Global Travel Risk Mitigation Services to **The Secretary of State for Environment, Food and Rural Affairs** acting as part of the Crown through the **Centre for Environment, Fisheries and Aquaculture Science**, we are pleased confirm our intention to award this contract to you.

The attached contract details ("**Order Form**"), contract conditions and the **Annexes** set out the terms of the contract between **Centre for Environment, Fisheries and Aquaculture Science** and International SOS for the provision of the deliverables set out in the Order Form.

We thank you for your co-operation to date and look forward to forging a successful working relationship resulting in a smooth and successful delivery of the deliverables. Please confirm your acceptance of the Conditions by signing and returning the Order Form to **Chloe Halifax** at the above address within **7** days from the date of this letter, which will create a binding contract between us. No other form of acknowledgement will be accepted. Please remember to include the reference number above in any future communications relating to this contract.

We will then arrange for the Order Form to be countersigned so that you have a signed copy of the Order Form for your records.

Yours faithfully,

[REDACTED]
[REDACTED]
Pakefield Road,
Lowestoft,

Suffolk,
NR33 0HT, UK

[REDACTED]

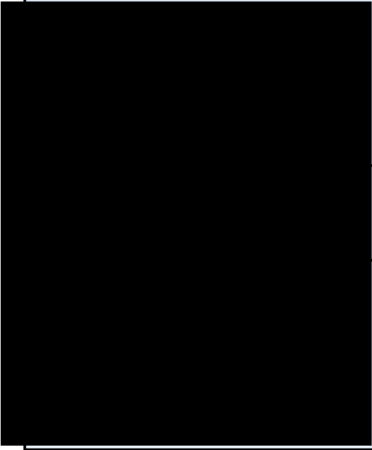
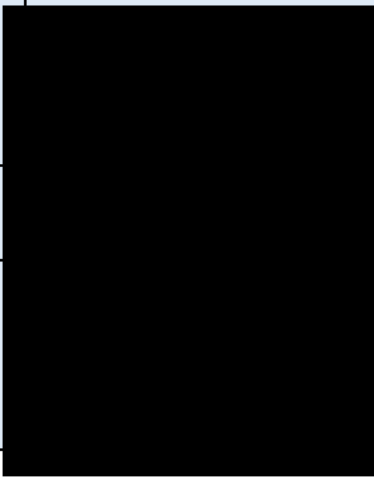
[REDACTED]

Order Form

1. Contract Reference	CEFAS22-58 RFQ Global Travel Risk Mitigation Services	
2. Date	1 st August 2022	
3. Authority	Cefas Pakefield Road Lowestoft Suffolk NR33 0HT	
4. Supplier	International SOS Assistance UK Limited Chiswick Park, Building 4, 566 Chiswick High Road, London, W4 5YE Company ID: 1908770	
4a. Supplier Account Details	<div style="background-color: black; width: 100px; height: 15px; margin-bottom: 2px;"></div> <div style="background-color: black; width: 170px; height: 15px; margin-bottom: 2px;"></div> <div style="background-color: black; width: 180px; height: 15px; margin-bottom: 2px;"></div> <div style="background-color: black; width: 265px; height: 15px; margin-bottom: 2px;"></div> <div style="background-color: black; width: 185px; height: 15px;"></div>	
5. The Contract	<p>The Supplier shall supply the Deliverables described below on the terms set out in this Order Form and the attached contract conditions ("Conditions") and any Annexes.</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 inconsistency between the provisions of the Order Form, the Conditions and the Annexes, the inconsistency shall be resolved by giving precedence in the following order:</p> <ol style="list-style-type: none"> 1. Order Form, Annex 2 (Specification) and Annex 3 (Charges) with equal priority. 2. Conditions and Annex 1 (Authorised Processing Template) with equal priority. 3. Annexes 4 (Tender Submission) and 5 (Sustainability). <p>In the event of any inconsistency between the provisions of Annexes 4 and 5, Annex 5 shall take precedence over Annex 4.</p> <p>Please do not attach any Supplier terms and conditions to this Order Form as they will not be accepted by the Authority and may delay conclusion of the Contract.</p>	
6. Deliverables	Goods	None
	Services	As per specification
7. Specification	The specification of the Deliverables is as set out in Annex 2.	

8. Term	<p>The Term shall commence on 18th July 2022 (the Start Date)</p> <p>and the Expiry Date shall be 17th July 2023, unless extended or subject to early termination, unless it is otherwise extended or terminated in accordance with the terms and conditions of the Contract.</p> <p>The Authority may extend the Contract for a period of up to 24 months' by giving not less than 1 months' notice in writing to the Supplier prior to the Expiry Date. The terms and conditions of the Contract shall apply throughout any such extended period.</p>
9. Charges	<p>The Charges for the Deliverables shall be as set out in Annex 3.</p>
10. Payment	<p>The Authority's preference is for all invoices to be sent electronically, quoting a valid Purchase Order Number (PO Number), to:</p> <p>Finance@cefas.co.uk</p> <p>Alternatively, you may post to:</p> <p>Cefas Pakefield Road Lowestoft Suffolk NR33 0HT</p> <p>Within 10 Working Days of receipt of your countersigned copy of this Order Form, we will send you a unique PO Number. You must be in receipt of a valid PO Number before submitting an invoice.</p> <p>To avoid delay in payment it is important that the invoice is compliant with Annex 3 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 the Authority's Authorised Representative(s).</p>
11. Authority Authorised Representative(s)	<p>For general liaison your contact will continue to be</p> <p>O [REDACTED]</p> <p>or, in their absence,</p> <p>[REDACTED]</p>

12. Address for notices	<p>Authority:</p> <p>[REDACTED]</p> <p>Attention: [REDACTED]</p> <p>Email: [REDACTED]</p>	<p>Supplier:</p> <p>[REDACTED] International SOS Assistance UK Limited, Chiswick Park, Building 4, 566 Chiswick High Road, London, W4 5YE</p> <p>Attention: [REDACTED]</p> <p>Email: [REDACTED]</p>
13. Key Personnel	<p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>	<p>Supplier:</p> <p>[REDACTED] International SOS Assistance UK Limited, Chiswick Park, Building 4, 566 Chiswick High Road, London, W4 5YE</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>
14. Procedures and Policies	<p>For the purposes of the Contract the appointed supplier is required to satisfy data security requirements which will be included as part of the procurement and contract award process.</p> <p>For the avoidance of doubt, if other policies of the Authority are referenced in the Conditions and Annexes, those policies will also apply to the Contract on the basis described therein.</p> <p>The Authority may require the Supplier to ensure that any person employed in the delivery of the Deliverables has undertaken a Disclosure and Barring Service check. The Supplier shall ensure that no person who discloses that they have a conviction that is relevant to the nature of the Contract, relevant to the work of the Authority, or is of a type otherwise advised by the Authority (each such conviction a "Relevant Conviction"), or is found by the Supplier to have a Relevant Conviction (whether as a result of a police check, a Disclosure and Barring Service check or otherwise) is employed or engaged in the provision of any part of the Deliverables.</p>	
15. Limitation of Liability	<p><i>See Clause 12.1.</i></p>	
16. Insurances	<p>The Supplier shall hold the following insurance cover from the 15 July 2022 for the duration of the Contract, in accordance with this Order Form.</p> <ul style="list-style-type: none"> - Professional Indemnity insurance with cover of not less than £1million; - Public Liability insurance of not less than £1million.; - Employers Liability insurance with cover (for a single event or multiple with an aggregate) of not less than £5million; - Product Liability insurance with cover (for a single event or multiple with an aggregate) of not less than £5million. 	

Signed for and on behalf of the Supplier	Signed for and on behalf of the Authority
Name:	Name:
	

Annex 1 – Authorised Processing Template

Contract:	CEFAS22-58 Global Travel Risk Mitigation Services
Date:	13 July 2022
Description Of Authorised Processing	
Subject matter of the processing	All categories of personal information including passport numbers and travel booking details
Duration of the processing	For the full length of the contract
Nature and purposes of the processing	The information will be used to provide travel support, information and repatriation services to Cefas staff travelling internationally
Type of Personal Data	<ul style="list-style-type: none"> • Name • Address • Contact information • Destination • Location • Passport information • Visa information
Categories of Data Subject	<ul style="list-style-type: none"> • Cefas Staff • External parties such as subcontractors, students or collaborating partners

Annex 2 – Specification

The Contractor will provide Cefas with a robust framework of services to support our global travel risk mitigation solutions.

As part of our core specification, Cefas require the Contractor:

1. To work with our chosen Travel Management Company (TMC) to obtain details of all planned travel and travellers. Use this information to tailor a comprehensive pre-travel, country-specific information pack providing details of relevance to the destination, and any en-route stopovers, including general travel advice, cultural/religious awareness and identification of main hazards and risks, including those of a medical and security nature.
Risk mitigation measures will be identified, for example indicating the recommended vaccinations as well as highlighting necessary measures to address security threats, with the aim of managing associated travel risks. We would expect the successful Tenderer to draw from their own central team of experts, using local knowledge via in-country personnel as well as from established providers (e.g. FCDO) to build an information package.
2. To provide a downloadable App that is suitable for iOS. This App will provide access to all of the services offered but will have a simple front page that holds the critical information and contact methods for our travellers, providing unlimited support for pre-travel briefings and advice by phone and regular updates to the App and portal, with country-specific information and risk identification.

Travellers who have planned upcoming trips should be kept up to date via email and App alerts which should automatically advise on changes to circumstances or perceived risks/threats levels as appropriate. Once a journey has commenced, these alerts should continue to provide live updates of any new threats or changes in the locality or region for the duration of the trip. There should be 24/7 global assistance offered to travellers via a single contact point providing advice and assistance, from initial queries through to immediate on-the-ground support as needed to resolve difficulties encountered or emergency situations, providing ongoing coordination between the traveller, local authorities, medical centres and Cefas, managing any incidents that arise, on Cefas' behalf. The expectation is that the successful tenderer will take responsibility for managing full end-to-end incident resolution, including (but not necessarily limited to), access to 24hr advice whilst in-country, access to in-country health care as necessary, response to security incidents and emergency repatriation. Support should include language/translation services as required to deal with in-country situations.

3. Managers will require access to information in addition to that available to all staff. This might include access the data relating to travelling staff locations based on travel itineraries, a summary of Cefas staff engagement over a period of time etc.
4. To ensure GDPR compliance, it is essential that all data collected, stored and processed is done so within the UK and EAA

The Contractor will be required to work with Cefas to agree an appropriate contract management plan as well as attend regular contract review meetings to ensure performance, innovation and improvements are regularly discussed and applied throughout the life of the contract.

Annex 3 – Charges

Defined terms within this Annex:

E-Invoicing: Means invoices created on or submitted to the Authority via the electronic marketplace service.

Electronic Invoice: Means an invoice (generally in PDF file format) issued by the Supplier and received by the Authority using electronic means, generally email

1. How Charges are calculated

1.1 The Charges:

1.1.1 shall be calculated in accordance with the terms of this Annex 3;

2. Rates and Prices

Goods or Services Required	Qty	Total Cost ex Vat	VAT to be applied if applicable
Provision to supply Global Travel Risk Mitigation Services based on 300 travellers for 1 year.	1		
Training package (Optional)	1		
Live tracking of travellers (Optional)	1		
Total:			

3. Currency

All Supplier invoices shall be expressed in sterling or such other currency as shall be permitted by the Authority in writing.

4. Variations

The Authority may make reasonable changes to its invoicing requirements during the Term after providing 30 calendar days written notice to the Supplier.

5. Electronic Invoicing

- 5.1 The Authority shall accept for processing any electronic invoice that it is valid, undisputed and complies with the requirements of the Authority's e-invoicing system:
- 5.2 The Supplier shall ensure that each invoice is submitted in a PDF format and contains the following information:
 - 5.2.1 the date of the invoice;
 - 5.2.2 a unique invoice number;
 - 5.2.3 the period to which the relevant Charge(s) relate;
 - 5.2.4 the correct reference for the Contract
 - 5.2.5 a valid Purchase Order Number;
 - 5.2.6 the dates between which the Deliverables subject of each of the Charges detailed on the invoice were performed;
 - 5.2.7 a description of the Deliverables;
 - 5.2.8 the pricing mechanism used to calculate the Charges (such as fixed price, time and materials);
 - 5.2.9 the total Charges gross and net of any applicable deductions and, separately, the amount of any reimbursable expenses properly chargeable to the Authority under the terms of this Contract, and, separately, any VAT or other sales tax payable in respect of each of the same, charged at the prevailing rate;
 - 5.2.10 a contact name and telephone number of a responsible person in the Supplier's finance department and/or contract manager in the event of administrative queries; and
 - 5.2.11 the banking details for payment to the Supplier via electronic transfer of funds (i.e. name and address of bank, sort code, account name and number);
- 5.3 The Supplier shall submit all invoices and any requested supporting documentation through the Authority's e-invoicing system or if that is not possible to: Finance@cefas.co.uk or Cefas, Pakefield Road, Lowestoft, Suffolk NR33 0HT with a copy (again including any supporting documentation) to such other person and at such place as the Authority may notify to the Supplier from time to time.

Annex 4 – Tender Submission

Contractor's proposal submitted on 7 July 2022.

1.1.5- Travel Management Company Liaison

Our tracking solution, Tracker is connected to your appointed Travel Management Company HRG in the UK via a 'high' volume data feed which generates over 100+ passenger name records a week (booking files). This data feed has been set up to allow Cefas' bookings (and any changes or cancellations) to be immediately visible in our Tracking platform which Cefas' management also has access to. When you move to Diversity Travel (who we already have a working relationship with), in the Autumn we will transfer all the existing data feeds over to this new agency and keep your existing HRG feed open in case your travellers make any changes to any existing bookings. We work with each agency to consolidate all of this booking data (travellers and assets) onto your map view, so you can quickly understand your risk exposure in relation to incidents around the world. Our live-tracking platform means faster decision-making abilities for your managers during incidents and major crises.

Key areas of functionality include:

- ▶ A live view of all your travellers and assets in relation to incidents monitored by our global health and security experts (using data from your travel agencies as well as manually inputted data)
- ▶ A simple search interface so that even in the middle of a crisis, a non-expert user can use the variety of tick-box filters to find the information they need
- ▶ Automatically preparing your travellers before their trips (pre-trip advisory email containing the key medical and security risks)
- ▶ The ability to push alerts and advice to travellers potentially impacted by an incident (using their itinerary information).
- ▶ 'Check-in' functionalities - manual and automated in the event of an incident. This means, that with the traveller's consent, in the event of an incident we will instantly share their GPS location on the Tracker interface, so you can determine their proximity to any life-threatening events
- ▶ Automated Crisis Communications - automatic 1 and 2-way multi-modal communications with your travellers if they are in the vicinity of a level 3 special advisory alert to confirm their safety. We will also simultaneously send status updates to your managers throughout this process
- ▶ Automated manager alerts when an incident occurs containing details of travellers and assets potentially impacted, and the number of people due to arrive in country
- ▶ Reporting to determine key trends, utilisation or particular areas of risk

Pre-trip Information

To fulfil your Duty of Care Obligations, Cefas needs to take practical steps to safeguard your employees against any foreseeable dangers.

Automatically preparing your employees before they travel domestically and internationally. Using itinerary data from Tracker we automatically send your travellers Pre-Trip Advisory emails to make them aware of location-specific risks and minimise disruptions to their trip/project work (also linking them to the Online Portal for further information and advice).

- An overview of the risk rating and any relevant risk zones
- Live alerts
- COVID-19 information (travel restrictions, impact of the disease on domestic operations)
- Pre-travel health information such as vaccinations required
- The security risks (e.g., crime, social unrest, terrorism, natural disasters)
- Medical advice, hospitals, and emergency numbers
- Travel tips (e.g., getting around, language and money, cultural tips, geography, weather, diplomatic representation contact details)
- Information on the country stability (e.g., political situation, rule of law, corruption, recent history, and conflicts)
- Key dates and travel advice
- When applicable: any new travel restrictions in relation to Brexit (border crossing delays, changes to mobile phone roaming charges etc.)

Cefas' Pre-Trip Advisories is configured to include health, security and travel advice which is specific to the trip destination. Topics covered in these categories include (but are not limited to):

- Read the full health and security information for a country on your membership portal or our Assistance App. Travellers can extract a Country Guide report from the portal by sending it to themselves via email. They can customise the report by choosing which sections of the Country Guide to include (e.g. medical or security information, cultural tips, recent alerts, etc.).

Automated and proactive intelligence & alerts when an incident occurs. Using itinerary information in Tracker, your travellers receive proactive email alerts in the seven days before and during the duration of their trip, automatically notifying them of any health and security risks with advice and recommendations on how to stay safe. CEFAS managers simultaneously receive proactive email alerts in an incident, detailing the number of employees or buildings within the impact radius, helping you to understand your risk exposure and make informed decisions that protect your workforce.

Automated and proactive unparalleled assistance for your workforce
Thanks to our range of integrated, in-house expertise, International SOS is a complete one-stop shop for unlimited medical, travel and security alerts, advice and assistance. Staffed by doctors and nurses, multilingual coordinators, security analysts, air and

ground logistics personnel, within this module Cefas's people can call any one of our 27 Assistance Centres (including Beijing, Dubai, Johannesburg and Mumbai) for integrated and unlimited assessment, advice and assistance 24/7/365, pre, during or after their trip. The unique configuration of our workforce facilitates a direct connection between our analytical and assistance capabilities, for example:

The International SOS Difference:

Thanks to our 24/7 teams monitoring the globe, your people are instantly alerted to any developing medical or security events in their proximity that could impact their wellbeing, or their travel. Your people are prepared, protected & supported.

- ▶ our intelligence teams could be closely monitoring an escalating situation, so our assistance staff are able to anticipate a surge in demand;
- ▶ or we could obtain feedback from our on-the-ground teams that a situation is rapidly evolving, so our intelligence teams know to focus reporting and collection of information in a particular area.

Specifically, our assistance module currently covers:

- ▶ Your international travellers: an employee who is on a work-related assignment outside his or her home country
- ▶ In the UK domestic employees and your domestic travellers (an employee who is travelling on a work-related overnight assignment to locations more than 160 km (100 miles) from their place of residence but within their home country) Your Workforce is your most valuable asset. Protect your employees by providing accurate and actionable information from a trusted, non-biased source as they to safely return to work. Managers responsible for the health, security & wellbeing of domestic employees can also call into our 24/7 Assistance Centres for advice & referrals.

Should Cefas wish in the future we could cover:

- ▶ Your international assignees: means an employee who Cefas has declared to be on a work-related assignment outside his or her home country for either equal to or in excess of 90 consecutive days for a single trip or equal to or more than 180 accumulated days for multiple trips during any year

Within our assistance module, via our Assistance Centres your travellers have access to:

- ▶ Daily updated COVID-19 information: To ensure our staff have access to real-time country-level information on COVID-19, we have designed and developed an 'Instant Expert Portal' specifically for our specialists based in our 24/7/365 Assistance Centres around the world. Within the portal we have consolidated key COVID-19 country related data (travel restrictions, briefing documents, impact scales, trends, current care pathways and procedures for evacuations such as nationality restrictions and quarantine requirements for accompanying family members, airline by airline operating capacity and screening requirements pre-boarding due to limited travel corridors) in structured templates, so our teams at the front line are always informed and can quickly understand the state of play relating to COVID-19 in every single country around the world. Thanks to the daily-updated and dynamic data from our dedicated health and security analysts that forms the backbone of this resource, we can give the most up-to-date, real-time information and advice to Cefas travellers

► Unlimited emergency & routine health advice from one of our 5,200 in-house medical professionals: We pride ourselves on our strong medical ethos - all medical queries from Cefas travellers are dealt with by a medical professional (including highly trained doctors, medics, nurses, pharmacists, radiographers and laboratory technologists). Our Operations Coordinators are trained to recognise medical cases and will triage to the medical team accordingly – Cefas business travellers will be able to speak to a medic on their first call into us.

► Unlimited security information and advice from one of our 200 in-house security specialists: Our security specialists are on hand 24/7/365 to provide bespoke pre-travel security assessments to Cefas callers, helping them to understand the risks of a destination and how to best prepare for or prevent specific situations based on their unique risk profile. Should your travellers need further advice or guidance following any alerts, we encourage people to call our security analysts to understand the alert and what it means for them.

► In-country referral to our worldwide network of 91,800 providers in 239 countries and territories: By calling our Assistance Centres, Cefas travellers can be referred to medical, teleconsultation, security, aviation and logistical providers from our credentialled Global Assistance Network. Our network has been developed over 35 years and is continuously fine-tuned and improved thanks to our dedicated Global Assistance Network team. All the network information and evaluation documents are recorded in an internal database, accessible to all Assistance Centre Staff around the world.

► Arrangement, management & medical monitoring: All medical cases are managed and monitored by licensed medical professionals with access to our provider network to not only secure hospital admissions or outpatient appointments, but to medically monitor any care given through regular contact with the traveller and the treating staff. In parallel with the medical monitoring and support, the bespoke Cefas operations procedure will be invoked. With the necessary patient consent in place the client Authorising Person at Cefas will be contacted to make them aware of the situation and the immediate action taken by us to ensure that the patient is in managed care. Our team will also verify the employee is covered by your self-insurance and will arrange for a guarantee of payment to be placed to cover the appointment costs. Should you in time decide to use a travel insurance company, we can liaise with them and send them invoices whenever the cost has been verified.

► Dispatch of medication and medical supplies: We can when and where practical and legally permissible, with prior approval of Cefas, arrange for the delivery of medicines, and medical supplies that are medically necessary for an employee's care and/or treatment but which are not available at their location. In these situations, we refer to the closest reliable provider and arrange for the delivery of the medicine and/or medical equipment.

► Establishment of a crisis centre: We proactively plan for different scenarios where your people may require assistance on the ground. Cefas can be assured that in the event of a developing

emergency security situation, we can establish a Crisis Centre supported by cross-functional medical, security, aviation and logistics teams. As part of this, we may deploy a security team or activate local security providers on the ground to facilitate close support to your travellers.

► Unrivalled evacuation & repatriation capabilities: We have robust capabilities to manage emergency evacuations from all parts of the world, utilising:

- Robust decision-making criteria to ensure the medically appropriate and cost-effective use of air ambulance resources versus commercial airline movements
- The largest dedicated civilian air ambulance fleet in the world supported by a team of aeromedical specialists available in our Assistance Centres and clinics worldwide. Our dedicated air ambulances are equipped with state-of-the-art equipment and located in Singapore, United Arab Emirates, Algeria, Ghana, South Africa, and Papua New Guinea. Combined, their flying range can provide evacuation services worldwide. In addition, we maintain direct relationships with 1,000 aviation providers in 125 countries and have global access to the full operational range of air ambulances, air charters, and helicopters of varying capacity and capability within hours of notification. This scale and volume enables us to provide value for money to our clients through our strong relationships and pre-negotiated discounted rates. Any aviation providers we work with are audited and credentialed from airworthiness, medical and safety perspective for many years, only utilizing aircraft operators with the requisite experience, maintenance and safety record. We have developed guidelines that were designed to meet or exceed US and European standards and ensure safety oversight for both aeromedical and aviation operations
- Follow the sun, 24/7 in house Travel Agent to book commercial seats and stretchers on airlines (including block bookings for stretcher arrangements or wheelchair access)
- Capability to transport single or multiple littered and ambulatory patients requiring all levels of in-flight care
- The strategic use of Intl.SOS Clinics, Remote Medical Sites and other credentialed partner facilities to manage pre-flight stabilization and ensure continuity of care
- Assistance for family members & companions – following evacuation, we can arrange for transportation and accommodation for a relative or nominated friend to accompany them. If they have minor children who are left unattended as a result of their injury, illness or medical evacuation, Intl.SOS can also support here, arranging for transportation of the children back to the home country

1.1.6- Portal and App

Accessible country information via our Assistance App & an Online Portal

We want your workforce to have all the health and security information they need to stay safe and resilient under Cefas' Duty of Care. Therefore, your entire declared population will continue to have access to both our brand-new Assistance App and your Online Portal.

Assistance App

The Assistance App provides users with instant access to mobile-friendly health, security and travel content whenever and wherever they need it. At the user's fingertips:

- ▶ A personalised homepage, containing high-level information on upcoming trips as well as content and alerts from their home country
- ▶ MyTrips functionality, whereby the user can manually add details of their upcoming trip or see trips already pulled from your Travel Agency HRG. Within this section, the user can click on their scheduled trips for easily digestible 'content cards', providing mobile friendly bitesize information on the trip details, the impact of COVID-19 on their destination as well as specific health and security information relating to their trip such as emergency numbers, risks and active alerts
- ▶ COVID Trip Planner to plan trips based on the proposed travel details, the traveller's vaccination status and the passport they hold – with access to all the forms needed to complete prior to departure.
- ▶ Our regularly updated, detailed country information in mobile-friendly format, including our latest alerts

delivered via push notification based on the user's GPS location (if Location Services has been enabled)

- ▶ A checklist function, specific to each location. Our health and security experts have produced a list of things employees should do and know before they travel to a given location. The user can click through each item on the checklist for more information, and they can also check items off to show they have completed it (e.g. for countries with high-risk of malaria - has the employee consulted with a health expert about malaria prevention?)
- ▶ Travellers can use the one-click speed dial function within the App to be instantly connected to their nearest Assistance Centre to speak directly with a medical or security professional for further advice/guidance. Our staff speak over 90 languages, which makes us well placed to assist with emergency translation and interpretation via our Assistance Centre network. Should a member require assistance in a language not available at our Assistance Centre network at the time of the request, we can activate our 24/7 translation service provider to assist
- ▶ Users can also use the App to send their GPS location to Tracker by using the Check-in function. This feature is automated for all employees during serious incidents; whenever a Special Advisory alert is issued, App users in the impact radius are automatically checked in, giving Cefas managers more granular visibility of employees.

The Assistance App is currently available in English, Chinese (Simplified), French, German, Italian, Japanese, Korean, and Spanish. It is also SSO enabled using federated access (or users can simply create an account with their corporate email address and password).

Online Portal

▶ Similar to ManagerView for Cefas managers which is described below, your Intl.SOS online portal features everything your people need to stay safe whilst at work. Complementing the mobile-friendly content found within our Assistance App, the portal features:

- ▶ Risk guides offering critical details about potential risks in 227 countries around the world

- ▶ Advice on the current impact of COVID-19 on domestic operations and inbound travel, integrated within our country-specific risk guides
- ▶ Alerts on existing or developing medical or security risks
- ▶ The option to subscribe to a variety of email alerts relevant to their home location or travel schedule
- ▶ Link to dedicated Pandemic Portal which supports organisations and employees as they resume operations. This portal provides enhanced information that supports:
 - Travel Restrictions, Flight Operations and Screening
 - Tips for a Safe Return to Travel - our latest video provides guidance to travellers in the face of the ongoing risk of COVID-19.
 - Education and Communication includes Posters and Physical Distancing Stickers for Workplaces, and Power Point talks to download. Resources are available in many languages.

ManagerView - Expert health and security information to enable informed decision-making

Our manager platform, ManagerView, collates all the information you need to make informed decisions about your workforce in one place. Your managers, whether they are focussed on security, medical, travel, mobility, business continuity or COVID-19, can utilise ManagerView to make faster, more informed decisions about places and situations that impact their people. Specifically, the manager platform enables Cefas to:

- ▶ View snapshot information to quickly understand your risk exposure and recommended next steps
- Users can drill down into a live map view for more granular information on the alert as well as the people or assets potentially impacted
- Potential exposure can either be exported to excel/PDF, or a hyperlink can take the user through to Tracker (Single Sign On with Multi-factor Authentication supported) where you can then communicate with your people
- ▶ Quickly understand where your people are and where they are travelling to
- ▶ Understand location-related COVID-19 restrictions
- Use the COVID Trip Planner to plan trips based on the destination, the traveller's vaccination status and passport details – and access all the forms required prior to departure.
- Users can search by country or create a list for easy access to 'favourite countries'
- Our live COVID-19 impact scales are built on Intl.SOS' unparalleled health and security risk rating methodology. The dynamic COVID-19 impact scales assess the current impact of the disease on domestic operations or inbound travel (the logistical impact of COVID-19 on travelling to a certain location), taking into account integrated health, security and logistical considerations (key factors in an organisation's sustainability) as well as the 14-day moving average and any mitigation measures available.
- Users can download this content into a formatted report (PDF or word) to share with stakeholders/CMTs etc

- We also have a tab for news and status information on COVID-19 by location, with interactive data sets available (e.g., 14 day moving average)
- Access country health and security risk information on 227 countries ● Users can filter locations by where you have people or assets. You can then sort this information, e.g., by countries where you have the most people
- Country information includes our COVID-19 impact scales
- Access all the latest alerts that are relevant to you and your organisation

1.1.7- Travel Data

Real-time reporting

Tracker provides proactive notifications to your employees and management team. When an incident occurs that could impact the health and security of your employees, your authorised Tracker users will automatically receive an email detailing how many employees are present in the location of the alert and how many are due to arrive there in the following 24h to 7 days. The email contains comprehensive information and advice, and for Tracker users, a link to Tracker to view the details of those affected, allowing you to respond quickly and effectively.

Once logged in, a Tracker user can view their exposure against the alert clearly on the mapping interface. Countries are coloured with the travel security risk rating if there are current travellers. This allows you to quickly identify the countries where you have travellers.

Historical reporting

Tracker users can access historical reporting in three different ways:

1. Users can perform a search within Tracker and export information in Excel format to filter and manipulate data as necessary
2. Users can access self-service reporting via the ManagerView management portal. Users can save their reporting parameters into MyReports to access their most used reports whenever they need them
3. User can receive regular automated reports via email – if this option is required, please contact your account manager to arrange this

Tracker reporting provides Cefas with a variety of daily, weekly, monthly and exception-based reports that illustrate travel activity based on destination, risk, policy compliance, and quality control. Automated report frequencies are configurable based on Cefas' requirements and are delivered via email in HTML, PDF and Excel formats. Report recipients do not have to be administrative users of Tracker.

A typical use for our automated reporting would be to establish additional risk management measures. For example, many of our clients have an automated report set up to list all bookings into high-risk countries for the following week. Their travel or security teams then use this to put in place additional pre-travel briefings for the traveller to confirm they have taken all required actions to effectively mitigate risks.

The following reports are available to ManagerView and via automated email reporting.

Essential Traveller Reports

- ▶ Tracker Traveller by Risk Rating Report - details the travellers who have booked to travel in the last day or week to a pre-defined risk level, e.g. high- or extreme-risk destinations
- ▶ Pre-Travel Advisory Sent report - details travellers who have received a pre-travel advisory
- ▶ Multiple Travellers Report – details when there are more than x number (x is defined by you) of employees booked onto the same flight
- ▶ VIP Multiple Travellers Report – details when there are more than x number (x is defined by you) of VIPs booked onto the same flight
- ▶ Country Manager Report – emailed to a manager responsible for travellers in one or more countries, detailing inbound or outbound travellers to given countries
- ▶ Corporate Manager Report – emailed to a manager responsible at a corporate level for the company's travellers, detailing travellers to selected risk rating (e.g. high) and selected countries of interest

Data Quality (health score) and Travel Data Reports

- ▶ Missing E-mail/Cell Phone Number Report - details bookings where the traveller's email address or cell phone number is missing
- ▶ Feed Classification Report - details every live data feed that we are processing, to give you visibility on the number of bookings we are processing and help manage the flow and quality assurance of the data feeds
- ▶ Pseudo-Country Code Report - monthly report, showing the preceding 12 months' information on the number of bookings for each travel agency, based on pseudo-city codes (PCCs)
- ▶ Passenger Name Record Report - weekly report, showing the preceding seven days' information, the number of bookings (PNRs), for each travel agency, based on PCCs

Compliance Reports

- ▶ Compliance Tracker Report - daily or weekly report identifies which travellers have self-declared that they have received, read and understood the Pre-Travel Advisory e-mails
- ▶ Non-Compliance Tracker Report - daily or weekly report identifies which travellers have not self-declared that they have received read and understood the Pre-Travel Advisory e-mails

1.1.8

International SOS has a clear process whereby all medical cases (including outpatient and inpatient cases) are overseen directly by a designated member of our medical team. The medical team is responsible for undertaking an initial medical risk assessment at the time of first contact, as well as continued reassessment of this as the patient accesses care and undertakes treatment.

The medical team will undertake the following activity through the course of a case:

- ▶ Direct contact with the treating doctor/s
- ▶ Direct contact with the ward nursing staff
- ▶ Review of available medical reports, imaging studies and laboratory results
- ▶ Direct contact with the patient/next of kin to assess response to treatment
- ▶ Review of best practice guidelines for the specific medical condition confirming suitability of the proposed diagnostic and treatment plans (all International SOS medical staff have access to evidence based subscription clinical guideline tools).

At International SOS we leverage our robust Assistance Centre infrastructure that provides unparalleled local knowledge and language capability, along with the ability to deploy medical staff to the hospital bedside in those countries where we have a physical presence. This capability maximises our ability to engage with healthcare providers and obtain relevant medical information, along with understanding the cultural intricacies of discussing treatment options with the responsible doctor.

International SOS has a clear decision-making protocol, including best-practice clinical governance and operational/logistics standards, for the medical transportation of patients, and these are applied by the staff across all our Assistance Centres. These criteria are aimed at maintaining full medical due diligence, whilst taking into account overall cost-effectiveness and client-specific requirements. The aim is to integrate the medical transportation in the entire case management continuum, so that decisions are

Case example 2: Medical Admission in the UK

International SOS was supporting a client who had been hospitalised in an NHS hospital in the UK. The patient had sustained a fractured hip following a fall on an icy pavement. The patient had already undergone the required surgery and had been assessed by the surgical and physiotherapy team as being ready for discharge. The patient requested that International SOS assist with arranging return flights to their home country.

Despite the treating medical team having cleared the patient for discharge and onward travel, our standard approach is to undertake our own independent fitness to fly assessment. This takes into account the information provided by the treating medical team but also by correlating this information with the patient. In this case, when the medical team spoke with the patient, it became clear that the patient had experienced a recent episode of chest pain shortly after getting dressed in preparation for being discharged. Upon further questioning, the patient then also acknowledged that they had felt unusually short of breath despite only minimal exertion. In view of the report of these symptoms the medical team was concerned about a possible pulmonary embolus given the recent hip surgery for a fracture along with the subsequent bed rest.

The medical team immediately alerted the treating medical team requesting that they reassess the patient before discharge. Following this assessment, the treating team agreed with the concerns raised by our medical team and an urgent chest imaging investigation was ordered which confirmed the diagnosis of a pulmonary embolus. The patient was immediately administered anticoagulation (blood thinning) medications and remained admitted for a further five days to allow for therapeutic blood thinning levels to be obtained.

Case Example 3: Medical monitoring of an assignee with COVID in Kuwait

An assignee in Kuwait developed flu-like symptoms, then tested positive for COVID-19 and put into self-isolation. The member was concerned about not being provided with medical attention from the local healthcare system and approached International SOS for guidance on the next steps. The International SOS Physician telephonically assessed the patient's condition, found no red flags, and recommended monitoring the symptoms. The International SOS Medical Team remained in daily contact with the patient until they were fully recovered and were able to end quarantine.

Should the condition of the patient have worsened, International SOS would have helped the member to contact a local hospital for further care (in Kuwait COVID-19 response is only with the public healthcare facilities).

In this scenario, we would have remained in close contact with the patient to monitor the situation development. In case of no improvement/further worsening, we would potentially have considered the patient's repatriation for an upgrade of care, made in the context of achieving the best ultimate solution for the patient and client. The decision-making process is as follows.

- ▶ Establish need for evacuation:
 - The exact nature of the medical condition.
 - Determination whether the local medical facilities are adequate to manage the medical condition in question. This requires a thorough understanding of local medical capabilities in the context of the clinical condition of the patient, a core competency of International SOS physicians worldwide.
 - Assessment as to whether the patient requires medical evacuation to access appropriate medical care.
 - Determination of the closest regional centre of appropriate care or centre of medical excellence to appropriately manage the patient's condition, or whether there is a valid opportunity to primarily evacuate the patient somewhere within the home country, if appropriate.

In order to establish whether the risk of moving the patient is ultimately better than leaving the patient in the existing facility, the International SOS medical team will assess the following key criteria:

- ▶ If the recommendation is to move the patient, the International SOS physician establishes the following:
 - The recommended destination to which the patient should be moved primarily.
 - The recommended mode of evacuation that is required to transport the patient safely within an appropriate timeframe. This consists of two options - Air Ambulance versus Commercial Carrier:
 - If the patient is to be moved via commercial carrier, an assessment as to whether the patient can fly as a seated passenger or by stretcher is made, in addition to the requirement of a medical escort or non-medical companion.
 - If the patient is to be moved via air ambulance, the most appropriate aircraft and medical capabilities needed.
 - Determination whether the local medical facilities are adequate to manage the medical condition in question. This is done through our evaluation of local providers in the context of the clinical condition of the patient.
 - If it is established that the patient requires medical evacuation to access appropriate medical care; identification of the closest centre of medical excellence to appropriately manage the patient's condition.

- If there is a valid opportunity to primarily repatriate the patient to their home country, a provider will be selected in the home country.

Evaluation for Destination of Care

Thanks to our proprietary provider network database, our Assistance Centres and offices have global online access to the most updated information on our providers. Selection of appropriate provider by the Lead Assistance Centre will be processed as follows:

- Location and accessibility in relation to patient
- Any previous medical records
- Timeline: time to patient, to destination and time enroute (ETE)
- Capability to competently and safely manage medical and surgical conditions to required level, both current condition and when complications arise
- Medical resource availability for diagnostics and treatment
- Medical and nursing skillset and specialist resource availability - qualifications / specialist care
- Ability to manage provide ongoing care
- Infection control - Hep B, C, HIV, TB, MRSA/VRSA
- Safety of blood and blood products
- Cultural considerations
- Language support and services
- Travel companion and/or relative accommodation
- Financial considerations
- Local care
- Transfer to better facility in-country
- Transfer to regional appropriate care

The assistance options proposed by International SOS are based on an evaluation of the short-term needs against the long-term prognoses by taking into account transport costs for evacuation followed by repatriation against a direct repatriation. The costs for treatment also weigh in this evaluation as the amount of the financial responsibility over these costs may not be the same in the country of evacuation and the country of residence.

Thanks to its large and worldwide network of credentialed providers, International SOS has defined preferred centres of medical excellence and appropriate care that are the usual receiving care destinations of our medical evacuations.

The choice of receiving medical care is a critical part of the medical transport preparation. The following elements are considered in the selection of receiving care:

International SOS has a tiered approach to recommending receiving care:

Ground Ambulance Arrangements

International SOS will ensure the patient is handed over to an appropriate and adequate escort to transport the patient at both the origin and destination, and in the absence of appropriate medical escort to transport the patient to the aircraft, the International SOS medical crew will hand over and escort the patient directly from the medical facility. Also, if the medical crew determines that the escort reporting to the aircraft to receive the patient is not appropriate; the medical crew will accompany the patient to the medical facility and accomplish the hand-over in person.

International SOS has a large network of ground ambulance providers that we use to conduct ground ambulance transportation during strategic aeromedical evacuations. The Regional Global Assistance Network teams in each International SOS Regional Assistance Centre maintain a robust process for certifying a ground ambulance provider prior to being included in our network. This includes validation of all credentials and qualifications for both the institution and the medical staff. This information is kept within the provider network database which is accessible to operations and medical team. From the database, the most appropriate provider will be selected to transport the patient at both the origin and destination, when required.

Medical Monitoring and Post-Evacuation Return

International SOS will monitor the patient's condition after an evacuation and admission to the destination of care. International SOS will perform medical monitoring twice daily if an ICU patient and daily for other patients for the first week, and up to one week post op., thereafter, minimum weekly. Most importantly, International SOS will validate the medical monitoring information to ensure reliability. This validation is done by triangulating all information received from speaking with the patient, the nursing staff, and relatives at the bedside. Once the diagnostic framework is known, as well as the various working diagnosis and treatment options available, we assure that the patient fully understands the treatment options by explaining them to the patient. The options are discussed with the patient in both the local context where the patient is and in the context of the patient returning to the home country if feasible.

NOTE 1: Security Assistance and Security Evacuations

In much the same way as Intl.SOS supports travellers with any medical advice and assistance (as detailed above), it also supports from a security perspective. Matters such as extreme weather, industrial and political unrest or even terrorism can severely impact the risks that travellers may face. Cefas management and employees are able to access unlimited advice (via the assistance app, portal and calling any of our assistance centres) and assistance from our dedicated security professionals in the assistance centres (supported by our Global Assistance Network) to ensure the safety of any of your affected employees.

In the event of a crisis, we will activate our Regional Crisis Management Team and Client Liaison Group, who are respectively in charge of coordinating our response to the incident and communicating our actions to our clients. These teams will decide whether an Incident Management Team (IMT, on the ground personnel) can be/should be deployed.

Based on information in Tracker, we evaluate the level of exposure to our clients, ensuring an appropriate response from security, logistical, and medical teams. In addition to our extensive internal resources, we can rely on our global network of logistics, medical and security providers to support our clients worldwide. Each evacuation operation being unique, the evacuation method will be dependent on

whether the country's airspace or its sea and/or land borders are open. In essence, evacuees will move in groups from their residences/offices to an Evacuation Assembly Area, where they will be met by an International SOS representative. Once administrative arrangements (passport, luggage, onwards travel) have been dealt with, evacuees will be brought to a Port of Departure, and then be moved by the safest and fastest available means out of the country to an International or Regional Safe Haven.

Evacuation by air is generally our preferred means of evacuation as it is fast, safe and allows for movement of large numbers of people over large distances. Evacuees will be met at the identified Safe Haven by an International SOS Reception Team, who will coordinate local accommodation and assist with onwards movement for repatriation.

NOTE 2: Emotional Support

A further existing extension to the medical advice and assistance that Intl.SOS provides is emotional support. By calling one of Intl.SOS assistance centres Cefas management and employees have access to our preferred partner Workplace Options (WPO) and its network of 11,000+ locally-based affiliate professional mental health counsellors – available for online, telephonic or face to face counselling sessions.

How does the Emotional Support add-on work?

- Upon recommendation from the Intl.SOS medical team and /or request from a Member, we will activate WPO, who will assist with a range of issues for which short-term counselling is appropriate. The primary counselling model used is short-term solution-focused therapy.
 - All clinical calls begin with an assessment, which determines the appropriate intervention. The assessment covers the presenting issue, support systems, coping strategies, background information, and a risk assessment.
 - The outcome is a plan that covers the short-term focus including goals agreed upon with the participant. The therapy concentrates on helping individuals identify the skills, strengths, and resources that are already present and moves them towards a solution
- What situations can WPO assist with?

WPO's services can assist individuals and management personnel in dealing with the after-effects of:

- Security crises
- Hospitalisation
- Medical or Security evacuations
- Motor Vehicle Accidents
- Traumatic events (including a natural disaster, assault, terrorist attack, suicide etc.)
- Repatriation of Mortal Remains

Emotional Support service structure

- Up to 5 sessions of structured counselling per individual member per issue per year included. No authorisation required.
- Incident managers to support the Authorised Personnel (AP) through a crisis.
- 24/7 assessment and recommendation by a Professional Mental Health Counsellor.
- Modality of counselling is carried out in line with the needs of the traveller: telephonic or face-to-face, in the language of preference.
- Unlimited telephonic consultation with the appropriate Client point of contact.

Annex 5 – Sustainability

1 Sustainability

- 1.1 The Supplier must comply with the Authority's Sustainability Requirements set out in this Contract. The Supplier must ensure that all Supplier Staff and subcontractors who are involved in the performance of the Contract are aware of these requirements in accordance with clauses 8.1(c) and 13.2.
- 1.2 The Authority requires its suppliers and subcontractors to meet the standards set out in the Supplier Code of Conduct in accordance with clause 13.1(c).
- 1.3 The Supplier must comply with all legislation as per clause 13.1.

2 Human Rights

- 2.1 The Authority is committed to ensuring that workers employed within its supply chains are treated fairly, humanely, and equitably. The Authority requires the Supplier to share this commitment and to take reasonable and use reasonable and proportionate endeavours to identify any areas of risk associated with this Contract to ensure that it is meeting the International Labour Organisation International Labour Standards which can be found online - [Conventions and Recommendations \(ilo.org\)](https://www.ilo.org) and at a minimum comply with the Core Labour Standards, encompassing the right to freedom of association and collective bargaining, prohibition of forced labour, prohibition of discrimination and prohibition of child labour.
- 2.2 The Supplier must ensure that it and its sub-contractors and its [or their] supply chain:
 - 2.2.1 pay staff fair wages and
 - 2.2.2 implement fair shift arrangements, providing sufficient gaps between shifts, adequate rest breaks and reasonable shift length, and other best practices for staff welfare and performance.

3 Equality, Diversity and Inclusion (EDI)

- 3.1 The Supplier will support the Authority to achieve its [Public Sector Equality Duty](#) by complying with the Authority's policies (as amended from time to time) on EDI. This includes ensuring that the Supplier, Supplier Staff, and its subcontractors in the delivery of its obligations under this Contract:

- 3.1.1 do not unlawfully discriminate either directly or indirectly because of race, colour, ethnic or national origin, disability, sex, sexual orientation, gender reassignment, religion or belief, pregnancy and maternity, marriage and civil partnership or age and without prejudice to the generality of the foregoing the Supplier shall not unlawfully discriminate within the meaning and scope of the Equality Act 2010;
- 3.1.2 will not discriminate because of socio-economic background, working pattern or having parental or other caring responsibilities;
- 3.1.3 eliminates discrimination, harassment, victimisation, and any other conduct that is prohibited by or under the Equality Act 2010;
- 3.1.4 advances equality of opportunity between people who share a protected characteristic and those who do not;
- 3.1.5 foster good relations between people who share a protected characteristic and people who do not share it;
- 3.1.6 identifies and removes EDI barriers which are relevant and proportionate to the requirement; and
- 3.1.6 shall endeavour to use gender-neutral language when providing the Deliverables and in all communications in relation to the Contract.

4 Environment

- 4.1 The Supplier shall ensure that any Goods or Services are designed, sourced, and delivered in a manner which is environmentally responsible and in compliance with paragraph 1.3 of this Annex;
- 4.2 In performing its obligations under the Contract, the Supplier shall to the reasonable satisfaction of the Authority ensure the reduction of whole life cycle sustainability impacts including;
 - 4.2.1 resilience to climate change;
 - 4.2.2 eliminating and/or reducing embodied carbon;
 - 4.2.3 minimising resource consumption and ensuring resources are used efficiently;
 - 4.2.4 avoidance and reduction of waste following the waste management hierarchy as set out in Law and working towards a circular economy;
 - 4.2.5 reduction of single use consumable items (including packaging), and avoidance of single use plastic in line with Government commitments;

- 4.2.6 environmental protection (including pollution prevention, biosecurity and reducing or eliminating hazardous substances; and
- 4.2.7 compliance with [Government Buying Standards](#) applicable to Deliverables and using reasonable endeavours to support the Authority in meeting applicable [Greening Government Commitments](#).

5 Social Value

- 5.1 The Supplier will support the Authority in highlighting opportunities to provide wider social, economic, or environmental benefits to communities through the delivery of the Contract.
- 5.2 The Supplier will ensure that supply chain opportunities are inclusive and accessible to:
 - 5.2.1 new businesses and entrepreneurs;
 - 5.2.2 small and medium enterprises (SMEs);
 - 5.2.3 voluntary, community and social enterprise (VCSE) organisations;
 - 5.2.4 mutuals; and
 - 5.2.5 other underrepresented business groups.

Short Form Terms

1. Definitions used in the Contract

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

"Authority"	means the authority identified in paragraph 3 of the Order Form;
"Authority Data"	a) the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, including any of the Authority's confidential information, and which: i) are supplied to the Supplier by or on behalf of the Authority; or ii) the Supplier is required to generate, process, store or transmit pursuant to the Contract; or b) any Personal Data for which the Authority is the Data Controller;
"Authority Cause"	any breach of the obligations of the Authority or any other default, act, omission, negligence or statement of the Authority, of its employees, servants, agents in connection with or in relation to the subject-matter of the Contract and in respect of which the Authority is liable to the Supplier;
"Central Government Body"	for the purposes of this Contract this 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">• Government Department;• Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal);• Non-Ministerial Department; or• Executive Agency;
"Charges"	means the charges for the Deliverables as specified in the Order Form and Annex 3;
"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 agreed by the Parties to be confidential;

"Contract"	means this contract between (i) the Authority and (ii) the Supplier which is created by the Supplier signing the Order Form and returning it to the Authority.
"Controller"	has the meaning given to it in the "UK GDPR";
"Crown Body"	means any department, office or agency of the Crown, including any and all Local Authority bodies;
"Data Loss Event"	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;
"Data Protection Impact Assessment"	an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data;
"Data Protection Legislation"	(i) the UK GDPR and any applicable national implementing Laws as amended from time to time; (ii) the Data Protection Act 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;
"Data Protection Officer"	has the meaning given to it in the GDPR;
"Data Subject"	has the meaning given to it in the GDPR;
"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;
"Date of Delivery"	means that date by which the Deliverables must be delivered to the Authority, as specified in the Order Form;
"Deliver"	means handing over the Deliverables to the Authority at the address and on the date specified in the Order Form, which shall include unloading and any other specific arrangements agreed in accordance with Clause 4. Delivered and Delivery shall be construed accordingly;
"Deliverables"	Goods and/or Services that may be ordered under the Contract including the Documentation;

"Documentation"	descriptions of the Services, technical specifications, user manuals, training manuals, operating manuals, process definitions and procedures, system environment descriptions and all such other documentation (whether in hardcopy or electronic form) that is required to be supplied by the Supplier to the Authority under the Contract as: a) would reasonably be required by a competent third party capable of Good Industry Practice contracted by the Authority to develop, configure, build, deploy, run, maintain, upgrade and test the individual systems that provide the Deliverables b) is required by the Supplier in order to provide the Deliverables; and/or c) has been or shall be generated for the purpose of providing the Deliverables;
"Existing IPR"	any and all intellectual property rights that are owned by or licensed to either Party and which have been developed independently of the Contract (whether prior to the date of the Contract or otherwise);
"Expiry Date"	means the date for expiry of the Contract as set out in the Order Form;
"FOIA"	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;
"Force Majeure Event"	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;
"Goods"	means the goods to be supplied by the Supplier to the Authority under the Contract;
"Good Industry Practice"	standards, practices, methods and procedures conforming to the law and the exercise of the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged within the relevant industry or business sector;
"Information"	has the meaning given under section 84 of the FOIA;

"Information Commissioner"	the UK's independent authority which deals with ensuring information relating to rights in the public interest and data privacy for individuals is met, whilst promoting openness by public bodies;
"Insolvency Event"	occurs in respect of a legal person (for example an individual, company or organisation): i) 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; or iv) if the person makes any arrangement 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 whether under the Insolvency Act 1986 or otherwise;
"IP Completion Day"	has the meaning given to it in the European Union (Withdrawal) Act 2018;
"Key Personnel"	means any persons specified as such in the Order Form or otherwise notified as such by the Authority to the Supplier in writing;
"Law"	means any law, statute, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, right within the meaning of Section 4(1) EU Withdrawal Act 2018 as amended by EU (Withdrawal Agreement) Act 2020, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements of any regulatory body with which the Parties are bound to comply;
"New IPR"	all and any 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;
"Order Form"	means the letter from the Authority to the Supplier printed above these terms and conditions;
"Party"	the Supplier or the Authority (as appropriate) and "Parties" shall mean both of them;
"Personal Data"	has the meaning given to it in the UK GDPR;
"Personal Data Breach"	has the meaning given to it in the UK GDPR;
"Processing"	has the mean given to it in the UK GDPR;
"Processor"	has the meaning given to it in the UK GDPR;
"Purchase Order Number"	means the Authority's unique number relating to the order for Deliverables to be supplied by the Supplier to the Authority in accordance with the terms of the Contract;

"Regulations"	the Public Contracts Regulations 2015 and/or the Public Contracts (Scotland) Regulations 2015 (as the context requires) as amended from time to time;
"Request for Information"	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);
"Services"	means the services to be supplied by the Supplier to the Authority under the Contract;
"Specification"	means the specification for the Deliverables to be supplied by the Supplier to the Authority (including as to quantity, description and quality) as specified in Annex 2;
"Staff Vetting Procedures"	means vetting procedures that accord with good industry practice or, where applicable, the Authority's procedures for the vetting of personnel as provided to the Supplier from time to time;
"Start Date"	Means the start date of the Contract set out in the Order Form;
"Subprocessor"	any third Party appointed to process Personal Data on behalf of the Supplier related to the Contract;
"Supplier Staff"	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 the Contract;
"Supplier"	means the person named as Supplier in the Order Form;
"Sustainability Requirements"	means any relevant social or environmental strategies, policies, commitments, targets, plans or requirements that apply to and are set out in the Annex 5;
Tender Submission	means the Supplier's response to the invitation to the bidder pack (including, for the avoidance of doubt, any clarification provided by the Supplier).
"Term"	means the period from the Start Date to the Expiry Date as such period may be extended in accordance with the Order Form or terminated in accordance with Clause 11;
"UK GDPR"	means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation) (United Kingdom General Data Protection Regulation), as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018 (and see section 205(4);

"VAT"	means value added tax in accordance with the provisions of the Value Added Tax Act 1994;
"Workers"	any one of the Supplier Staff which the Authority, in its reasonable opinion, considers is an individual to which Procurement Policy Note 08/15 (Tax Arrangements of Public Appointees) (https://www.gov.uk/government/publications/procurement-policy-note-0815-tax-arrangements-of-appointees) applies in respect of the Deliverables;
"Working Day"	means a day (other than a Saturday or Sunday) on which banks are open for business in the City of London.

2. Understanding the Contract

In the Contract, unless the context otherwise requires:

2.1 references to numbered clauses are references to the relevant clause in these terms and conditions and references to numbered paragraphs are references to the paragraph in the relevant Annex;

2.2 any obligation on any Party not to do or omit to do anything shall include an obligation not to allow that thing to be done or omitted to be done;

2.3 the headings in this Contract are for information only and do not affect the interpretation of the Contract;

2.4 references to "writing" include printing, display on a screen and electronic transmission and other modes of representing or reproducing words in a visible form;

2.5 the singular includes the plural and vice versa;

2.6 a reference to any law includes a reference to that law as amended, extended, consolidated or re-enacted from time to time and to any legislation or byelaw made under that law;

2.7 any reference in this Contract which immediately before the IP Completion Day (or such later date when relevant EU law ceases to have effect pursuant to Section 1A of the European Union (Withdrawal) Act 2018) is a reference to (as it has effect from time to time):

- i. any EU regulation, EU decision, EU tertiary legislation or provision of the European Economic Area ("EEA") agreement ("EU References") which is to form part of domestic law by application of Section 3 of the European Union (Withdrawal) Act 2018 and which shall be read on and after IP Completion Day as a reference to the EU References as they form part of domestic law by virtue of Section 3 of the European Union (Withdrawal) Act 2018 as modified by domestic law from time to time; and

- ii. any EU institution or EU authority or other such EU body shall be read on and after the date of exit from the EU as a reference to the UK institution, authority or body to which its functions were transferred.

2.8 the word 'including', "for example" and similar words shall be understood as if they were immediately followed by the words "without limitation";

2.9 a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);

2.10 any Annexes form part of this Contract and shall have effect as if set out in full in the body of this Contract. Any reference to this Contract includes the Annexes; and

2.11 all undefined words and expressions are to be given their normal English meaning within the context of this Contract. Any dispute as to the interpretation of such undefined words and expressions shall be settled by reference to the definition in the Shorter Oxford English Dictionary.

3. How the Contract works

3.1 The Order Form is an offer by the Authority to purchase the Deliverables subject to and in accordance with the terms and conditions of the Contract.

3.2 The Supplier is deemed to accept the offer in the Order Form when the Authority receives a copy of the Order Form signed by the Supplier.

3.3 The Supplier warrants and represents that its Tender Submission and all statements made and documents submitted as part of the procurement of Deliverables are and remain true and accurate.

4. What needs to be delivered

4.1 All Deliverables

(a) The Supplier must provide Deliverables: (i) in accordance with the Specification and Tender Submission; (ii) to a professional standard; (iii) using all 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) in accordance with such policies and procedures of the Authority (as amended from time to time) that may be specified in the Contract (vii) on the dates agreed; and (viii) in compliance with all applicable Law.

(b) Without prejudice to the Specification the Supplier must provide Deliverables with a warranty of at least 90 days (or longer where the Supplier offers a longer warranty period to the Authority) from Delivery against all obvious damage or defects.

4.2 Goods clauses

- (a) All Goods Delivered must be capable of meeting the requirements set out in the Specification and be either (i) new and of recent origin, (ii) reused or (iii) recycled.
- (b) All manufacturer warranties covering the Goods will be assigned to the Authority on request and for free.
- (c) The Supplier transfers ownership of the Goods on completion of Delivery (including off-loading and stacking) or payment for those Goods, whichever is earlier.
- (d) Risk in the Goods transfers to the Authority on Delivery but remains with the Supplier if the Authority notices any damage or defect following Delivery and lets the Supplier know within three Working Days of Delivery.
- (e) The Supplier must have full and unrestricted ownership of the Goods at the time of transfer of ownership.
- (f) The Supplier must Deliver the Goods on the date and to the specified location during the Authority's working hours.
- (g) The Supplier, its subcontractor(s) and supply chain must minimise packaging used whilst providing sufficient packaging for the Goods to reach the point of Delivery safely and undamaged. The Supplier must take back any primary packaging where it is possible to do so. Packaging must be 100% re-usable, recyclable or compostable, use recycled content where reasonably practicable and support the Government's commitment to eliminate single use plastic.
- (h) All Deliveries must have a delivery note attached that specifies the order number, type, quantity of Goods, contact and details of traceability through the supply chain.
- (i) The Supplier must provide all tools, information and instructions the Authority needs to make use of the Goods. This will include, where appropriate, any operation manuals which, unless specified otherwise, will be written in English and provided in electronic form.
- (j) The Supplier will notify the Authority of any request that Goods are returned to it or the manufacturer after the discovery of safety issues or defects that might endanger health or hinder performance and shall indemnify the Authority against the costs arising as a result of any such request. Goods must be disposed of in line with the waste management hierarchy as set out in Law. The Supplier will provide evidence and transparency of the items and routes used for disposal to the Authority on request.
- (k) The Authority can cancel any order or part order of Goods which have not been Delivered. If the Authority gives less than 14 calendar days' notice then it will pay the Supplier's reasonable and proven costs already incurred on the

cancelled order as long as the Supplier takes all reasonable steps to minimise these costs.

(l) The Supplier must at its own cost repair, replace, refund or substitute (at the Authority's option and request) any Goods that the Authority rejects because they don't conform with clause 4.2. If the Supplier doesn't do this it will pay the Authority's costs including repair or re-supply by a third party.

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

4.3 Services clauses

(a) Late delivery of the Services will be a breach of the Contract.

(b) The Supplier must co-operate with the Authority 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 Authority must provide the Supplier Staff with reasonable access to its premises at such reasonable times agreed with the Authority 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 Authority to the Supplier for supplying the Services remains the property of the Authority and is to be returned to the Authority 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 Authority's operations, employees or other contractors.

(g) On completion of the Services, the Supplier is responsible for leaving the Authority's premises in a clean, safe and tidy condition and making good any damage that it has caused to the Authority's premises or property, other than fair wear and tear and any pre-existing cleanliness, safety or tidiness issue at the Authority's premises that existed before the commencement of the Term.

(h) The Supplier must ensure all Services, and anything used to deliver the Services, are of the required quality and free from damage or defects.

(i) The Authority is entitled to withhold payment for partially or undelivered Services or for Services which are not delivered in accordance with the Contract but doing so does not stop it from using its other rights under the Contract.

5. Pricing and payments

5.1 In exchange for the Deliverables delivered, the Supplier shall be entitled to invoice the Authority for the charges in Annex 3. The Supplier shall raise invoices promptly and in any event within 90 days from when the charges are due.

5.2 All Charges:

(a) exclude VAT, which is payable on provision of a valid VAT invoice and charged at the prevailing rate;

(b) include all costs connected with the supply of Deliverables.

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

5.4 A Supplier invoice is only valid if it:

(a) includes all appropriate references including the Purchase Order Number and other details reasonably requested by the Authority as set out in Annex 3; and

(b) includes a detailed breakdown of Deliverables which have been delivered (if any).

Details of the Authority's requirements for a valid invoice at the Start Date are set out in Annex 3.

5.5 If there is a dispute between the Parties as to the amount invoiced, the Authority shall pay the undisputed amount. The Supplier shall not suspend the provision of the Deliverables unless the Supplier is entitled to terminate the Contract for a failure to pay undisputed sums in accordance with clause 11.6. Any disputed amounts shall be resolved through the dispute resolution procedure detailed in clause 35.

5.6 If any sum of money is recoverable from or payable by the Supplier under the Contract (including any sum which the Supplier is liable to pay to the Authority in respect of any breach of the Contract), that sum may be deducted unilaterally by the Authority from any sum then due, or which may become due, to the Supplier under the Contract or under any other agreement or contract with the Authority. The Supplier shall not be entitled to assert any credit, set-off or counterclaim against the Authority in order to justify withholding payment of any such amount in whole or in part.

5.7 The Supplier must ensure that its subcontractors and supply chain are paid, in full, within 30 days of receipt of a valid, undisputed invoice. If this doesn't happen, the Authority can publish the details of the late payment or non-payment.

6. The Authority's obligations to the Supplier

6.1 If the Supplier fails to comply with the Contract as a result of an Authority Cause:

(a) the Authority cannot terminate the Contract under clause 11 on account of the failure to comply, provided this will not prejudice the Authority's right to terminate for another cause that may exist at the same time;

(b) the Supplier will be relieved from liability for the performance of its obligations under the Contract to the extent that it is prevented from performing them by the Authority Cause and will be entitled to such reasonable and proven additional expenses that arise as a direct result of the Authority Cause;

(c) the Supplier is entitled to any additional time needed to deliver the Deliverables as a direct result of the Authority's Cause;

(d) the Supplier cannot suspend the ongoing supply of Deliverables.

6.2 Clause 6.1 only applies if the Supplier:

(a) gives notice to the Authority within 10 Working Days of becoming aware of an Authority Cause, such notice setting out in detail with supporting evidence the known reasons for the Authority Cause;

(b) demonstrates that the failure only happened because of the Authority Cause;

(c) has used all reasonable endeavours to mitigate the impact of the Authority Cause.

7. Record keeping and reporting

7.1 The Supplier must ensure that suitably qualified (and authorised) representatives attend progress meetings with the Authority and provide progress reports when specified in Annex 2.

7.2 The Supplier must keep and maintain full and accurate records and accounts on everything to do with the Contract for seven years after the date of expiry or termination of the Contract.

7.3 The Supplier must allow any auditor appointed by the Authority access to their premises to verify all contract accounts and records of everything to do with the Contract and provide copies for the audit.

7.4 The Supplier must provide information to the auditor and reasonable co-operation at their request.

7.5 If the Supplier is not providing any of the Deliverables, or is unable to provide them, it must immediately:

- (a) tell the Authority and give reasons;
- (b) propose corrective action;
- (c) agree a deadline with the Authority for completing the corrective action.

7.6 If the Authority, acting reasonably, is concerned either:

- (a) as to the financial stability of the Supplier such that it may impact on the continued performance of the Contract; or
- (b) as to the sustainability or health and safety conduct of the Supplier, subcontractors and supply chain in the performance of the Contract;

then the Authority may:

- (i) require that the Supplier provide to the Authority (for its approval) a plan setting out how the Supplier will ensure continued performance of the Contract (in the case of (a)) or improve its sustainability conduct or performance (in the case of (b)) and the Supplier will make changes to such plan as reasonably required by the Authority and once it is agreed then the Supplier shall act in accordance with such plan and report to the Authority on demand
- (ii) if the Supplier fails to provide a plan or fails to agree any changes which are requested by the Authority or materially fails to implement or provide updates on progress with the plan, terminate the Contract immediately for material breach (or on such date as the Authority notifies).

8. Supplier staff

8.1 The Supplier Staff involved in the performance of the Contract must:

- a) be appropriately trained and qualified;
- b) be vetted using Good Industry Practice and in accordance with the instructions issued by the Authority in the Order Form;
- c) comply with the Authority's conduct requirements when on the Authority's premises including, without limitation, those Sustainability Requirements relating to Equality, Diversity & Inclusion (EDI) contained in Annex 5; and
- d) be informed about those specific requirements referred to in Clause 13.2.

8.2 Where an Authority decides one of the Supplier's Staff isn't suitable to work on the Contract, the Supplier must replace them with a suitably qualified alternative.

8.3 If requested, the Supplier must replace any person whose acts or omissions have caused the Supplier to breach clause 8.

8.4 The Supplier must provide a list of Supplier Staff needing to access the Authority's premises and say why access is required.

8.5 The Supplier indemnifies the Authority against all losses, damages, costs or expenses (including professional fees and fines) arising from claims brought against it by any Supplier Staff caused by an act or omission of the Supplier or any other Supplier Staff.

8.6 The Supplier shall use those persons nominated in the Order Form (if any) to provide the Deliverables and shall not remove or replace any of them unless:

- (a) requested to do so by the Authority;
- (b) the person concerned resigns, retires or dies or is on maternity, adoption, shared parental leave or long-term sick leave; or
- (c) the person's employment or contractual arrangement with the Supplier or any subcontractor is terminated.

9. Rights and protection

9.1 The Supplier warrants and represents that:

- (a) it has full capacity and authority to enter into and to perform the Contract;
- (b) the Contract is executed by its authorised representative;
- (c) it is a legally valid and existing organisation incorporated in the place it was formed;
- (d) there are no known legal or regulatory actions or investigations before any court, administrative body or arbitration tribunal pending or threatened against it or its affiliates that might affect its ability to perform the Contract;
- (e) 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.

9.2 The warranties and representations in clause 9.1 are repeated each time the Supplier provides Deliverables under the Contract.

9.3 The Supplier indemnifies the Authority 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.

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

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

10. Intellectual Property Rights (IPRs)

10.1 Each Party keeps ownership of its own Existing IPRs. The Supplier gives the Authority 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:

(a) receive and use the Deliverables;

(b) use the New IPR.

10.2 Any New IPR created under the Contract is owned by the Authority. The Authority gives the Supplier a licence to use any Existing IPRs for the purpose of fulfilling its obligations under the Contract and a perpetual, royalty-free, non-exclusive licence to use any New IPRs.

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

10.4 Neither Party has the right to use the other Party's intellectual property rights, including any use of the other Party's names, logos or trademarks, except as provided in clause 10 or otherwise agreed in writing.

10.5 If any claim is made against the Authority for actual or alleged infringement of a third party's intellectual property arising out of, or in connection with, the supply or use of the Deliverables (an "**IPR Claim**"), then the Supplier indemnifies the Authority against all losses, damages, costs or expenses (including professional fees and fines) incurred as a result of the IPR Claim.

10.6 If an IPR Claim is made or anticipated the Supplier must at its own expense and the Authority's sole option, either:

(a) obtain for the Authority the rights in clauses 10.1 and 10.2 without infringing any third party intellectual property rights;

(b) replace or modify the relevant item with substitutes that don't infringe intellectual property rights without adversely affecting the functionality or performance of the Deliverables.

11. Ending the contract

11.1 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.

11.2 The Authority can extend the Contract where set out in the Order Form in accordance with the terms in the Order Form.

Ending the Contract without a reason

11.3 The Authority 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 the Contract is terminated, clause 11.5(b) to 11.5(g) applies.

When the Authority can end the Contract

11.4 (a) If any of the following events happen, the Authority has the right to immediately terminate its Contract by issuing a termination notice in writing to the Supplier:

- (i) there is a Supplier Insolvency Event;
- (ii) if the Supplier repeatedly breaches the Contract in a way to reasonably justify in the Authority's opinion that the Supplier's 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. Where a material breach is not capable of remedy, the Authority has the right to immediately terminate the Contract;
- (iv) there is a change of control (within the meaning of section 450 of the Corporation Tax Act 2010) of the Supplier which isn't pre-approved by the Authority in writing;
- (v) if the Authority discovers that the Supplier was in one of the situations in 57 (1) or 57(2) of the Regulations at the time the Contract was awarded;
- (vi) the Supplier or its affiliates embarrass or bring the Authority into disrepute or diminish the public trust in them;
- (vii) where a right to terminate described in clause 27 occurs;
- (viii) the Supplier is in breach of any of its health, safety and well-being obligations under clause 28.1(a); and

(ix) where, in accordance with clause 33.3, there is or may be an actual or potential conflict of interest.

(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 Authority has the right to immediately terminate the Contract and clause 11.5(a) to 11.5(g) applies.

11.5 What happens if the Contract ends

Where the Authority terminates the Contract under clause 11.4 all of the following apply:

(a) the Supplier is responsible for the Authority's reasonable costs of procuring replacement deliverables for the rest of the Term ;

(b) the Authority's payment obligations under the terminated Contract stop immediately;

(c) accumulated rights of the Parties are not affected;

(d) the Supplier must promptly delete or return the Authority Data except where required to retain copies by law;

(e) the Supplier must promptly return any of the Authority's property provided under the Contract;

(f) the Supplier must, at no cost to the Authority, give all reasonable assistance to the Authority and any incoming supplier and co-operate fully in the handover and re-procurement;

(g) the following clauses survive the termination of the Contract: 3.3, 7.2, 7.3, 7.4, 9, 10, 12, 13.3, 14, 15, 16, 17, 18, 19, 20, 32, 35, 36 and any clauses or provisions within the Order Form or the Annexes which are expressly or by implication intended to continue.

11.6 When the Supplier can end the Contract

(a) The Supplier can issue a reminder notice if the Authority does not pay an undisputed invoice on time. The Supplier can terminate the Contract if the Authority 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 11.6(a):

(i) the Authority must promptly pay all outstanding charges incurred to the Supplier;

(ii) the Authority must pay the Supplier reasonable committed and unavoidable losses as long as the Supplier provides a fully itemised and costed schedule with satisfactory evidence - the maximum value of this payment is limited to the total sum payable to the Supplier if the Contract had not been terminated;

(iii) clauses 11.5(d) to 11.5(g) apply.

11.7 Partially ending and suspending the Contract

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

(b) The Authority 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 25) any necessary variation required by clause 11.7, but the Supplier may neither:

(i) reject the variation; nor

(ii) increase the Charges, except where the right to partial termination is under clause 11.3.

(d) The Authority can still use other rights available, or subsequently available to it if it acts on its rights under clause 11.7.

12. How much you can be held responsible for

12.1 Each Party's total aggregate liability under or in connection with the Contract (whether in tort, contract or otherwise) is no more than 10 (ten) times the value of the Charges unless specified in the Order Form.

12.2 No Party is liable to the other for:

(a) any indirect losses;

(b) loss of profits, turnover, savings, business opportunities or damage to goodwill (in each case whether direct or indirect).

12.3 In spite of clause 12.1, neither Party limits or excludes any of the following:

(a) its liability for death or personal injury caused by its negligence, or that of its employees, agents or subcontractors;

(b) its liability for bribery or fraud or fraudulent misrepresentation by it or its employees;

(c) any liability that cannot be excluded or limited by law.

12.4 In spite of clause 12.1, the Supplier does not limit or exclude its liability for any indemnity given under clauses 4.2(j), 4.2(m), 8.5, 9.3, 10.5, 13.3, 15.28(e) or 31.2(b).

12.5 Each Party must use all reasonable endeavours to mitigate any loss or damage which it suffers under or in connection with the Contract, including where the loss or damage is covered by any indemnity.

12.6 If more than one Supplier is party to the Contract, each Supplier Party is fully responsible for both their own liabilities and the liabilities of the other Suppliers.

13. Obeying the law

13.1 The Supplier must, in connection with provision of the Deliverables:

- (a) comply with all applicable Law;
- (b) comply with the Sustainability Requirements
- (c) use reasonable endeavours to 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)

13.2 The Sustainability Requirements and the requirements set out in Clause 27, 28 and 30 must be explained to the Supplier's Staff, subcontractors and suppliers who are involved in the performance of the Supplier's obligations under the Contract and where it is relevant to their role and equivalent obligations must be included in any contract with any suppliers or subcontractor that is connected to the Contract.

13.3 The Supplier indemnifies the Authority against all losses, damages, costs or expenses (including professional fees and fines) resulting from any default by the Supplier relating to any applicable Law to do with the Contract.

13.4 The Supplier must appoint a Compliance Officer who must be responsible for ensuring that the Supplier complies with the Law and its obligations under the Contract.

13.5 "Compliance Officer" the person(s) appointed by the Supplier who is responsible for ensuring that the Supplier complies with its legal and other obligations under the Contract.

13.6 The Supplier will provide such evidence of compliance with its obligations under this Clause 13 as the Authority reasonably requests.

14. Insurance

14.1 The Supplier must, at its own cost, obtain and maintain the required insurances as set out in the Order Form.

14.2 The Supplier will provide evidence of the required insurances on request from the Authority.

15. Data protection

15.1 The Authority is the Controller and the Supplier is the Processor for the purposes of the Data Protection Legislation.

15.2 The Supplier must process Personal Data and ensure that Supplier Staff process Personal Data only in accordance with this Contract.

15.3 The Supplier shall take all reasonable measures relating to the security of processing which are required pursuant to Article 32 of the UK GDPR including, without limitation, those security measures specified in this clause 15.

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

15.5 The Supplier must make accessible back-ups of all Authority Data, stored in an agreed off-site location and send the Authority copies every six Months.

15.6 The Supplier must ensure that any Supplier system holding any Authority Data, including back-up data, is a secure system that complies with the security requirements specified in writing by the Authority.

15.7 If at any time the Supplier suspects or has reason to believe that the Authority Data provided under the Contract is corrupted, lost or sufficiently degraded, then the Supplier must notify the Authority and immediately suggest remedial action.

15.8 If the Authority Data is corrupted, lost or sufficiently degraded so as to be unusable the Authority may either or both:

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

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

15.9 The Supplier must pay each Party's reasonable costs of complying with clause 15.8 unless the Authority is at fault.

15.10 Only the Authority can decide what processing of Personal Data a Supplier can do under the Contract and must specify it for the Contract using the template in Annex 1 of the Order Form (*Authorised Processing*).

15.11 The Supplier must only process Personal Data if authorised to do so in the Annex to the Order Form (*Authorised Processing*) by the Authority. Any further written

instructions relating to the processing of Personal Data are incorporated into Annex 1 of the Order Form.

15.12 The Supplier must give all reasonable assistance to the Authority 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.

15.13 The Supplier must notify the Authority immediately if it thinks the Authority's instructions breach the Data Protection Legislation.

15.14 The Supplier must put in place appropriate Protective Measures to protect against a Data Loss Event which must be approved by the Authority.

15.15 If lawful to notify the Authority, the Supplier must notify it if the Supplier is required to process Personal Data by Law promptly and before processing it.

15.16 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 this clause 15;
- (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 Authority or as otherwise allowed by the Contract;
- (d) have undergone adequate training in the use, care, protection and handling of Personal Data.

15.17 The Supplier must not transfer Personal Data outside of the EU unless all of the following are true:

- (a) it has obtained prior written consent of the Authority;
- (b) the Authority has decided that there are appropriate safeguards (in accordance with Article 46 of the UK GDPR);
- (c) the Data Subject has enforceable rights and effective legal remedies when transferred;

(d) the Supplier meets its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred;

(e) where the Supplier is not bound by Data Protection Legislation it must use its best endeavours to help the Authority meet its own obligations under Data Protection Legislation; and

(f) the Supplier complies with the Authority's reasonable prior instructions about the processing of the Personal Data.

15.18 The Supplier must notify the Authority immediately 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;

(f) becomes aware of a Data Loss Event.

15.19 Any requirement to notify under clause 15.17 includes the provision of further information to the Authority in stages as details become available.

15.20 The Supplier must promptly provide the Authority with full assistance in relation to any Party's obligations under Data Protection Legislation and any complaint, communication or request made under clause 15.17. This includes giving the Authority:

(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.

15.21 The Supplier must maintain full, accurate records and information to show it complies with this clause 15. This requirement does not apply where the Supplier employs fewer than 250 staff, unless either the Authority 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.

15.22 The Supplier will make available to the Authority all information necessary to demonstrate compliance with clause 15 and allow for and contribute to audits, including inspections, conducted by the Authority or another auditor appointed by the Authority.

15.23 The Supplier must appoint a Data Protection Officer responsible for observing its obligations in this Contract and give the Authority their contact details.

15.24 Before allowing any Subprocessor to process any Personal Data, the Supplier must:

(a) notify the Authority in writing of the intended Subprocessor and processing;

(b) obtain the written consent of the Authority;

(c) enter into a written contract with the Subprocessor so that this clause 15 applies to the Subprocessor;

(d) provide the Authority with any information about the Subprocessor that the Authority reasonably requires.

15.25 The Supplier remains fully liable for all acts or omissions of any Subprocessor.

15.26 At any time the Authority can, with 30 Working Days' notice to the Supplier, change this clause 15 to:

(a) replace it with any applicable standard clauses (between the controller and processor) or similar terms forming part of an applicable certification scheme under UK GDPR Article 42;

(b) ensure it complies with guidance issued by the Information Commissioner's Office.

15.27 The Parties agree to take account of any non-mandatory guidance issued by the Information Commissioner's Office.

15.28 The Supplier:

- (a) must provide the Authority with all Authority Data in an agreed open format within 10 Working Days of a written request;
- (b) must have documented processes to guarantee prompt availability of Authority Data if the Supplier stops trading;
- (c) must securely destroy all storage media that has held Authority Data at the end of life of that media using Good Industry Practice;
- (d) must securely erase or return all Authority Data and any copies it holds when asked to do so by the Authority unless required by Law to retain it;
- (e) indemnifies the Authority against any and all losses, damages, costs or expenses (including professional fees and fines) incurred if the Supplier breaches clause 15 and any Data Protection Legislation.

16. What you must keep confidential

16.1 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) immediately notify the disclosing Party if it suspects unauthorised access, copying, use or disclosure of the Confidential Information.

16.2 In spite of clause 16.1, 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, permitted in respect of an audit pursuant to clause 7.3, 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.

16.3 The Supplier may disclose Confidential Information on a confidential basis to Supplier Staff on a need-to-know basis to allow the Supplier to meet its obligations under the Contract. The Supplier Staff must enter into a direct confidentiality agreement with the Authority at its request.

16.4 The Authority may disclose Confidential Information in any of the following cases:

(a) on a confidential basis to the employees, agents, consultants and contractors of the Authority;

(b) on a confidential basis to any other Central Government Body, any successor body to a Central Government Body or any organisation that the Authority transfers or proposes to transfer all or any part of its business to;

(c) if the Authority (acting reasonably) considers disclosure necessary or appropriate to carry out its public functions;

(d) where requested by Parliament; and/or

(e) under clauses 5.7 and 17.

16.5 For the purposes of clauses 16.2 to 16.4 references to disclosure on a confidential basis means disclosure under a confidentiality agreement or arrangement including terms as strict as those required in clause 16.

16.6 Information which is exempt from disclosure by clause 17 is not Confidential Information.

16.7 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 Authority and must take all reasonable steps to ensure that Supplier Staff do not either.

16.8 Where essential to comply with or carry out their statutory functions the Authority may disclose Confidential Information.

17. When you can share information

17.1 The Supplier must tell the Authority within 48 hours if it receives a Request For Information.

17.2 Within the required timescales the Supplier must give the Authority full co-operation and information needed so the Authority can:

(a) comply with any Freedom of Information Act (FOIA) request;

(b) comply with any Environmental Information Regulations (EIR) request.

17.3 The Authority may talk to the Supplier to help it decide whether to publish information under clause 17. However, the extent, content and format of the disclosure is the Authority's decision, which does not need to be reasonable.

18. Invalid parts of the contract

If any part of the Contract is prohibited by Law or judged by a court to be unlawful, void or unenforceable, it must be read as if it was removed from 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.

19. No other terms apply

The provisions expressly 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.

20. Other people's rights in a contract

No third parties may use the Contracts (Rights of Third Parties) Act 1999 (CRTPA) to enforce any term of the Contract unless stated (referring to CRTPA) in the Contract. This does not affect third party rights and remedies that exist independently from CRTPA.

21. Circumstances beyond your control

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

(a) provides written notice to the other Party;

(b) uses all reasonable measures practical to reduce the impact of the Force Majeure Event.

21.2 Either party can partially or fully terminate the Contract if the provision of the Deliverables is materially affected by a Force Majeure Event and the impact of such event lasts for 90 days continuously.

21.3 Where a Party terminates under clause 21.2:

(a) each party must cover its own losses;

(b) clause 11.5(b) to 11.5(g) applies.

22. Relationships created by the contract

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

23. Giving up contract rights

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

24. Transferring responsibilities

24.1 The Supplier cannot assign the Contract, or any rights under it, without the Authority's written consent.

24.2 The Authority can assign, novate or transfer its Contract or any part of it to any Crown Body, any contracting authority within the meaning of the Regulations or any private sector body which performs the functions of the Authority.

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

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

24.5 If the Authority asks the Supplier for details about its subcontractors and/or supply chain, the Supplier must provide such details as the Authority reasonably requests including, without limitation:

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

25. Changing the contract

25.1 Either Party can request a variation to the Contract which is only effective if agreed in writing and signed by both Parties. No oral modifications to the Contract shall be effective. The Authority is not required to accept a variation request made by the Supplier.

26. How to communicate about the contract

26.1 All notices under the Contract must be in writing and are considered effective on the Working Day of delivery as long as they're delivered before 5:00pm on a Working Day. Otherwise the notice is effective on the next Working Day. An email is effective when sent unless an error message is received.

26.2 Notices to the Authority or Supplier must be sent to their address in the Order Form.

26.3 This clause does not apply to the service of legal proceedings or any documents in any legal action, arbitration or dispute resolution.

27. Preventing fraud, bribery and corruption

27.1 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 Authority 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.

27.2 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 27.1 and any fraud by the Supplier, Supplier Staff (including its shareholders, members and directors), any subcontractor and the Supplier's supply chain in connection with the Contract. The Supplier shall notify the Authority immediately if it has reason to suspect that any such matters have occurred or is occurring or is likely to occur.

27.3 If the Supplier or the Supplier Staff engages in conduct prohibited by clause 27.1 or commits fraud in relation to the Contract or any other contract with the Crown (including the Authority) the Authority may:

- (a) terminate the Contract and recover from the Supplier the amount of any loss suffered by the Authority resulting from the termination, including the cost reasonably incurred by the Authority of making other arrangements for the supply of the Deliverables and any additional expenditure incurred by the Authority throughout the remainder of the Contract; or
- (b) recover in full from the Supplier any other loss sustained by the Authority in consequence of any breach of this clause.

28. Health, safety and wellbeing

28.1 The Supplier must perform its obligations meeting the requirements of:

- (a) all applicable Law regarding health and safety;
- (b) the Authority's current health and safety policy and procedures while at the Authority's premises, as provided to the Supplier.
- (c) the Authority's current wellbeing policy or requirements while at the Authority's premises as provided to the Supplier.

28.2 The Supplier and the Authority must as soon as possible notify the other of any health and safety incidents, near misses or material hazards they're aware of at the Authority premises that relate to the performance of the Contract.

28.3 Where the Services are to be performed on the Authority's premises, the Authority and Supplier will undertake a joint risk assessment with any actions being appropriate, recorded and monitored.

28.4 The Supplier must ensure their health and safety policy statement and management arrangements are kept up to date and made available to the Authority on request.

28.5 The Supplier shall not assign any role to the Authority under the Construction (Design and Management) Regulations 2015 (as amended) (the 'CDM Regulations') without the Authority's prior express written consent (which may be granted or withheld at the Authority's absolute discretion). For the avoidance of doubt so far as the Authority may fall within the role of client as defined by the CDM Regulations in accordance with CDM Regulation 4(8) the parties agree that the Supplier will be the client.

29. Business Continuity

29.1 The Supplier will have a current business continuity plan, which has assessed the risks to its business site/s and activities both directly and with regards to reliance on the supply chain and will set out the contingency measures in place to mitigate them and adapt. As part of this assessment, the Supplier will take into account the business continuity plans of the supply chain. The Supplier's business continuity plan must include (where relevant), an assessment of impacts relating to extreme weather, a changing average climate and/or resource scarcity.

29.2 The Supplier's business continuity plan will be reviewed by the Supplier at regular intervals and after any disruption. The Supplier will make the plan available to the Authority on request and comply with reasonable requests by the Authority for information.

30. Whistleblowing

30.1 The Authority's whistleblowing helpline must be made available to the Supplier and Supplier Staff, subcontractors and key suppliers in the supply chain in order to report any concerns.

30.2. The Supplier agrees:

(a) to insert the following wording into their whistleblowing policy and communicate to all staff:

"If you feel unable to raise your concern internally and it relates to work being carried out for which the ultimate beneficiary (through a contractual chain or otherwise) is Defra group, please email CMBOffice@cefas.co.uk."

- (b) to ensure that their Sub-contractors have free access to the Authority's whistleblowing policy.

31. Tax

31.1 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 Authority cannot terminate the Contract where the Supplier has not paid a minor tax or social security contribution.

31.2 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 this 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 Authority against any Income Tax, National Insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made during or after the Term in connection with the provision of the Deliverables by the Supplier or any of the Supplier Staff.

31.3 If any of the Supplier Staff are Workers who receive payment relating to the Deliverables, then the Supplier must ensure that its contract with the Worker contains the following requirements:

- (a) the Authority may, at any time during the term of the Contract, request that the Worker provides information which demonstrates they comply with clause 31.2, or why those requirements do not apply, the Authority can specify the information the Worker must provide and the deadline for responding;
- (b) the Worker's contract may be terminated at the Authority's request if the Worker fails to provide the information requested by the Authority within the time specified by the Authority;
- (c) the Worker's contract may be terminated at the Authority's request if the Worker provides information which the Authority considers isn't good enough to demonstrate how it complies with clause 31.2 or confirms that the Worker is not complying with those requirements;
- (d) the Authority may supply any information they receive from the Worker to HMRC for revenue collection and management.

32. Publicity

32.1 The Supplier and any subcontractor shall not make any press announcements or publicise this Contract or its contents in any way; without the prior written consent of the Authority.

32.2 Each Party acknowledges to the other that nothing in this Contract either expressly or by implication constitutes an endorsement of any products or services of the other Party and each Party agrees not to conduct itself in such a way as to imply or express any such approval or endorsement.

33. Conflict of interest

33.1 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 Authority under the Contract, in the reasonable opinion of the Authority.

33.2 The Supplier must promptly notify and provide details to the Authority if a conflict of interest happens or is expected to happen.

33.3 The Authority 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.

34. Reporting a breach of the contract

34.1 As soon as it is aware of it the Supplier and Supplier Staff must report to the Authority any actual or suspected breach of Law or breach of its obligations under the Contract.

34.2 Where an actual or suspected breach is notified to the Authority under clause 34.1, the Supplier will take such action to remedy any breach as the Authority may reasonably require. Where the breach is material, the Authority has the right to terminate under clause 11.4.

34.3 The Supplier must not retaliate against any of the Supplier Staff who in good faith reports a breach listed in clause 34.1.

35. Resolving disputes

35.1 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.

35.2 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 35.3 to 35.5.

35.3 Unless the Authority refers the dispute to arbitration using clause 35.4, 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.

35.4 The Supplier agrees that the Authority has the exclusive right to refer any dispute to be finally resolved by arbitration under the London Court of International Arbitration Rules current at the time of the dispute. There will be only one arbitrator. The seat or legal place of the arbitration will be London and the proceedings will be in English.

35.5 The Authority has the right to refer a dispute to arbitration even if the Supplier has started or has attempted to start court proceedings under clause 35.3, unless the Authority 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 35.4.

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

35.7 The provisions of this clause 35 are without prejudice to the Authority's right to terminate or suspend the Contract under clause 11.

36. Which law applies

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

36.2 The courts of England and Wales shall have jurisdiction to settle any dispute or claim (whether contractual or non-contractual) that arises out of or in connection with the Contract or its subject matter or formation.