

Schedule 1 Order Form and Short Form Conditions

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| 1. Contract Reference | <i>TTSC3046 Maritime CT: Ports of Reception Exercise</i> | |
| 2. Date | <i>29th October 2021</i> | |
| 3. Buyer | <i>Department for Transport Great Minster House 33 Horseferry Road London SW1P 4DR</i> | |
| 4. Supplier | <i>RAND Europe Community Interest Westbrook Centre Milton Road Cambridge CB4 1YG Registration Number: 2728021</i> | |
| 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 associated Schedules</p> <p>Unless the context otherwise requires, capitalised expressions used in this Order Form have the same meanings as in Conditions.</p> <p>In the event of any conflict between this Order Form and the Conditions, this Order Form shall prevail.</p> <p>Please do not attach any Supplier terms and conditions to this Order Form as they will not be accepted by the Buyer and may delay conclusion of the Contract.</p> | |
| 6. Deliverables | Services | As outlined in Schedule 2 Maritime CT Ports of Reception Exercise Specification |
| 7. Specification | The specification of the Deliverables is as set out Schedule 2, incorporating Schedule 5 Pricing Schedule and Schedule 6 Bidder Response | |
| 8. Term | The Term shall commence on | |

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| | <p>8th November 2021</p> <p>and the Expiry Date shall be</p> <p>31st March 2022 unless it is otherwise extended or terminated in accordance with the terms and conditions of the Contract.</p> <p>The Buyer may extend the Contract for a period of up to 12 months by giving not less than 10 Working Days' 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 within Schedule 2 Specification, Schedule 5 Pricing Schedule and Schedule 6 Bidder Response.</p> |
| 10. Payment | <p>All invoices must be sent, quoting a valid purchase order number (PO Number), to:</p> <p>ssa.invoice@sharedservicesarvato.co.uk</p> <p>or via post to:</p> <p>Accounts Payable, Shared Services arvato, 5 Sandringham Park, Swansea Vale, Swansea SA7 0EA</p> <p>Within 10 Working Days of receipt of your countersigned copy of this letter, we will send you a unique PO Number. You must be in receipt of a valid PO Number before submitting an invoice.</p> <p>Suppliers must be in possession of a written purchase order (PO), before commencing any work under this contract. The Purchase Order Number for this contract is: XXXXXXXXXX</p> <p>To avoid delay in payment it is important that the invoice is compliant and that it includes a valid PO Number, PO Number item number (if applicable) and the details (name and telephone number) of your Buyer contact (i.e. Contract Manager). Non-compliant invoices will be sent back to you, which may lead to a delay in payment.</p> <p>If you have a query regarding an outstanding payment please contact our Accounts Payable section:</p> <p>ssa.invoice@sharedservicesarvato.co.uk</p> |

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| 11. Buyer Authorised Representative(s) | <p>For general liaison your contact will continue to be</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>or, in their absence,</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> | | |
| 12. Address for notices | <table border="0"> <tr> <td style="vertical-align: top;"> Buyer: Department for Transport [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] </td><td style="vertical-align: top;"> Supplier: RAND Europe Community Interest Company [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] </td></tr> </table> | Buyer: Department for Transport [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] | Supplier: RAND Europe Community Interest Company [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] |
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| 13. Key Personnel | <table border="0"> <tr> <td style="vertical-align: top;"> Buyer: Department for Transport [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] </td><td style="vertical-align: top;"> Supplier: RAND Europe Community Interest Company [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] </td></tr> </table> | Buyer: Department for Transport [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] | Supplier: RAND Europe Community Interest Company [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] |
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| 14. Procedures and Policies | <p>The Buyer may require the Supplier to ensure that any person employed in the delivery of the Deliverables has undertaken a Disclosure and Barring Service check.</p> <p>The Supplier shall ensure that no person who discloses that he/she has a conviction that is relevant to the nature of the Contract, relevant to the work of the Buyer, or is of a type otherwise advised by the Buyer (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> | | |

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| Signed for and on behalf of the Supplier | Signed for and on behalf of the Buyer |
| Name:  | Name:  Commercial Relationship Manager |
| Date: 15 DECEMBER 2021 | Date: 9/12/2021 |
| Signature:  | Signature:  |

[Schedule 2 – Specification]

[Schedule 5 – Pricing Schedule]

[Schedule 6 – Bidder Response]

[Annex 1 – Authorised Processing Template] (To be discussed at Inception Meeting)

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:

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| "Buyer" | means the person identified in the letterhead of the Order Form; |
| "Buyer Cause" | any breach of the obligations of the Buyer or any other default, act, omission, negligence or statement of the Buyer, of its employees, servants, agents in connection with or in relation to the subject-matter of the Contract and in respect of which the Buyer is liable to the Supplier; |
| "Central Government Body" | <p>means a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics:</p> <ul style="list-style-type: none">a) Government Department;b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal);c) Non-Ministerial Department; ord) Executive Agency; |
| "Charges" | means the charges for the Deliverables as specified in the Order Form; |
| "Confidential Information" | means all information, whether written or oral (however recorded), provided by the disclosing Party to the receiving Party and which (i) is known by the receiving Party to be confidential; (ii) is marked as or stated to be confidential; or (iii) ought reasonably to be considered by the receiving Party to be confidential; |
| "Contract" | means the contract between (i) the Buyer and (ii) the Supplier which is created by the Supplier's counter signing the Order Form and includes the Order Form and Annexes; |
| "Controller" | has the meaning given to it in the GDPR; |
| "Date of Delivery" | means that date by which the Deliverables must be delivered to the Buyer, as specified in the Order Form; |
| "Data Protection Legislation" | (i) the GDPR, the LED 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 |

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| | processing of personal data and privacy; |
| "Data Protection Impact Assessment" | an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data; |
| "Data Protection Officer" | has the meaning given to it in the GDPR; |
| "Data Subject" | has the meaning given to it in the GDPR; |
| "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 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; |
| "Deliver" | means hand over the Deliverables to the Buyer at the address and on the date specified in the Order Form, which shall include unloading and any other specific arrangements aligned to Schedule 2. Delivered and Delivery shall be construed accordingly; |
| "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; |

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| "GDPR" | the General Data Protection Regulation (Regulation (EU) 2016/679); |
| "Goods" | means the goods to be supplied by the Supplier to the Buyer 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; |
| "Government 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 Buyer's confidential information, and which: i) are supplied to the Supplier by or on behalf of the Buyer; or ii) the Supplier is required to generate, process, store or transmit pursuant to the Contract; or b) any Personal Data for which the Buyer is the Data Controller; |
| "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" | in respect of a person: a) if that person is insolvent; ii) if an order is made or a resolution is passed for the winding up of the person (other than voluntarily for the purpose of solvent amalgamation or reconstruction); iii) if an administrator or administrative receiver is appointed in respect of the whole or any part of the persons assets or business; iv) if the person makes any composition with its creditors or takes or suffers any similar or analogous action to any of the actions detailed in this definition as a result of debt in any jurisdiction; |
| "Key Personnel" | means any persons specified as such in the Order Form or otherwise notified as such by the Buyer to the Supplier in writing; |
| "LED" | Law Enforcement Directive (Directive (EU) 2016/680); |
| "New IPR" | all and intellectual property rights in any materials created or developed by or on behalf of the Supplier pursuant to the Contract but shall not include the Supplier's Existing IPR; |
| "Order Form" | means the letter from the Buyer to the Supplier printed above these terms and conditions; |

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| "Party" | the Supplier or the Buyer (as appropriate) and "Parties" shall mean both of them; |
| "Personal Data" | has the meaning given to it in the GDPR; |
| "Personal Data Breach" | has the meaning given to it in the GDPR; |
| "Processor" | has the meaning given to it in the GDPR; |
| "Purchase Order Number" | means the Buyer's unique number relating to the order for Deliverables to be supplied by the Supplier to the Buyer 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 Buyer under the Contract; |
| "Specification" | means the specification for the Deliverables to be supplied by the Supplier to the Buyer (including as to quantity, description and quality) as specified in the Order Form; |
| "Staff" | means all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any sub-contractor of the Supplier engaged in the performance of the Supplier's obligations under the Contract; |
| "Staff Vetting Procedures" | means vetting procedures that accord with good industry practice or, where applicable, the Buyer's procedures for the vetting of personnel as provided to the Supplier from time to time; |
| "Storage Media" | means the part of any device that is capable of storing and retrieving data; |
| "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 a Contract; |
| "Supplier" | means the person named as Supplier in the Order Form; |
| "Term" | means the period from the start date of the Contract set out in the Order Form to the Expiry Date as such period may be |

extended in accordance with clause [] or terminated in accordance with the terms and conditions of the Contract;

"US-EU Privacy Shield Register" a list of companies maintained by the United States of America Department for Commerce that have self-certified their commitment to adhere to the European legislation relating to the processing of personal data to non-EU countries which is available online at: <https://www.privacyshield.gov/list>;

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

3. How the Contract works

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

- 3.2 The Supplier is deemed to accept the offer in the Order Form when the Buyer receives a copy of the Order Form signed by the Supplier.
- 3.3 The Supplier warrants and represents that its tender and all statements made and documents submitted as part of the procurement of Deliverables are and remain true and accurate.

4. What needs to be delivered

4.1 All Deliverables

- (a) The Supplier must provide Deliverables: (i) in accordance with the Specification; (ii) to a professional standard; (iii) using reasonable skill and care; (iv) using Good Industry Practice; (v) using its own policies, processes and internal quality control measures as long as they don't conflict with the Contract; (vi) on the dates agreed; and (vii) that comply with all law.
- (b) The Supplier must provide Deliverables with a warranty of at least 90 days (or longer where the Supplier offers a longer warranty period to its Buyers) from Delivery against all obvious defects.

4.2 Goods clauses

- (a) All Goods delivered must be new, or as new if recycled, unused and of recent origin.
- (b) All manufacturer warranties covering the Goods must be assignable to the Buyer 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 Buyer on delivery, but remains with the Supplier if the Buyer notices damage following delivery and lets the Supplier know within three Working Days of delivery.
- (e) The Supplier warrants that it has 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 Buyer's working hours.
- (g) The Supplier must provide sufficient packaging for the Goods to reach the point of delivery safely and undamaged.
- (h) All deliveries must have a delivery note attached that specifies the order number, type and quantity of Goods.
- (i) The Supplier must provide all tools, information and instructions the Buyer needs to make use of the Goods.
- (j) The Supplier will notify the Buyer 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 Buyer against the costs arising as a result of any such request.

- (k) The Buyer can cancel any order or part order of Goods which has not been delivered. If the Buyer gives less than 14 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 Buyer's option and request) any Goods that the Buyer rejects because they don't conform with clause 4.2. If the Supplier doesn't do this it will pay the Buyer's costs including repair or re-supply by a third party.
- (m) The Buyer 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 Buyer or its servant or agent. If the Buyer 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 any losses, charges costs or expenses 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 any of its [sub-suppliers].

4.3 Services clauses

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

- (i) The Buyer is entitled to withhold payment for partially or undelivered Services, but doing so does not stop it from using its other rights under the Contract.

5. Pricing and payments

- 5.1 In exchange for the Deliverables, the Supplier shall be entitled to invoice the Buyer for the charges in the Order Form. The Supplier shall raise invoices promptly and in any event within 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;
 - (b) include all costs connected with the supply of Deliverables.
- 5.3 The Buyer must pay the Supplier the charges within 30 days of receipt by the Buyer of a valid, undisputed invoice, in cleared funds to the Supplier's account stated in the Order Form.
- 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 Buyer;
 - (b) includes a detailed breakdown of Deliverables which have been delivered (if any).
- 5.5 If there is a dispute between the Parties as to the amount invoiced, the Buyer shall pay the undisputed amount. The Supplier shall not suspend the provision of the Deliverables unless the Supplier is entitled to terminate the Contract for a failure to pay undisputed sums in accordance with clause 11.6. Any disputed amounts shall be resolved through the dispute resolution procedure detailed in clause 33.
- 5.6 The Buyer may retain or set-off payment of any amount owed to it by the Supplier if notice and reasons are provided.
- 5.7 The Supplier must ensure that all subcontractors are paid, in full, within 30 days of receipt of a valid, undisputed invoice. If this doesn't happen, the Buyer can publish the details of the late payment or non-payment.

6. The Buyer's obligations to the Supplier

- 6.1 If Supplier fails to comply with the Contract as a result of a Buyer Cause:
 - (a) the Buyer cannot terminate the Contract under clause 11;
 - (b) the Supplier is entitled to reasonable and proven additional expenses and to relief from liability under this Contract;
 - (c) the Supplier is entitled to additional time needed to deliver the Deliverables;
 - (d) the Supplier cannot suspend the ongoing supply of Deliverables.

6.2 Clause 6.1 only applies if the Supplier:

- (a) gives notice to the Buyer within 10 Working Days of becoming aware;
- (b) demonstrates that the failure only happened because of the Buyer Cause;
- (c) mitigated the impact of the Buyer Cause.

7. Record keeping and reporting

7.1 The Supplier must ensure that suitably qualified representatives attend progress meetings with the Buyer and provide progress reports when specified in the Order Form.

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

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 Buyer and give reasons;
- (b) propose corrective action;
- (c) provide a deadline for completing the corrective action.

7.6 If the Buyer, acting reasonably, is concerned as to the financial stability of the Supplier such that it may impact on the continued performance of the Contract then the Buyer may:

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

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 Schedule 2 Specification;
 - (c) comply with all conduct requirements when on the Buyer's premises.
- 8.2 Where a Buyer 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 Buyer's premises and say why access is required.
- 8.5 The Supplier indemnifies the Buyer against all claims brought by any person employed by the Supplier caused by an act or omission of the Supplier or any Supplier Staff.
- 8.6 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 Buyer (not to be unreasonably withheld or delayed);
 - (b) the person concerned resigns, retires or dies or is on maternity or long-term sick leave; or
 - (c) the person's employment or contractual arrangement with the Supplier or any subcontractor is terminated for material breach of contract by the employee.

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 Buyer against each of the following:
- (a) wilful misconduct of the Supplier, any of its subcontractor and/or Supplier Staff that impacts the Contract;
 - (b) non-payment by the Supplier of any tax or National Insurance.
- 9.4 If the Supplier becomes aware of a representation or warranty that becomes untrue or misleading, it must immediately notify the Buyer.
- 9.5 All third party warranties and indemnities covering the Deliverables must be assigned for the Buyer'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 Buyer a non-exclusive, perpetual, royalty-free, irrevocable, transferable worldwide licence to use, change and sub-license the Supplier's Existing IPR to enable it and its sub-licensees to both:
- (a) receive and use the Deliverables;
 - (b) use the New IPR.
- 10.2 Any New IPR created under the Contract is owned by the Buyer. The Buyer 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 Buyer 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 Buyer 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 Buyer's sole option, either:
- (a) obtain for the Buyer 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 Buyer can extend the Contract where set out in the Order Form in accordance with the terms in the Order Form.

11.3 Ending the Contract without a reason

The Buyer has the right to terminate the Contract at any time without reason or liability by giving the Supplier not less than 90 days' written notice and if it's terminated clause 11.5(b) to 11.5(g) applies.

11.4 When the Buyer can end the Contract

- (a) If any of the following events happen, the Buyer has the right to immediately terminate its Contract by issuing a termination notice in writing to the Supplier:
- (i) there's a Supplier Insolvency Event;
 - (ii) if the Supplier repeatedly breaches the Contract in a way to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms and conditions of the Contract;
 - (iii) if the Supplier is in material breach of any obligation which is capable of remedy, and that breach is not remedied within 30 days of the Supplier receiving notice specifying the breach and requiring it to be remedied;
 - (iv) there's a change of control (within the meaning of section 450 of the Corporation Tax Act 2010) of the Supplier which isn't pre-approved by the Buyer in writing;
 - (v) if the Buyer discovers that the Supplier was in one of the situations in 57(1) or 57(2) of the Regulations at the time the Contract was awarded;
 - (vi) the Court of Justice of the European Union uses Article 258 of the Treaty on the Functioning of the European Union (TFEU) to declare that the Contract should not have been awarded to the Supplier because of a serious breach of the TFEU or the Regulations;
 - (vii) the Supplier or its affiliates embarrass or bring the Buyer into disrepute or diminish the public trust in them.
- (b) If any of the events in 73(1) (a) to (c) of the Regulations (substantial modification, exclusion of the Supplier, procurement infringement) happen, the Buyer has the right to immediately terminate the Contract and clause 11.5(b) to 11.5(g) applies.

11.5 What happens if the Contract ends

Where the Buyer terminates the Contract under clause 11.4(a) all of the following apply:

- (a) the Supplier is responsible for the Buyer's reasonable costs of procuring replacement deliverables for the rest of the term of the Contract;
- (b) the Buyer'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 Government Data except where required to retain copies by law;
- (e) the Supplier must promptly return any of the Buyer's property provided under the Contract;
- (f) the Supplier must, at no cost to the Buyer, give all reasonable assistance to the Buyer and any incoming supplier and co-operate fully in the handover and re-procurement;
- (g) the following clauses survive the termination of the Contract: [3.2.10, 6, 7.2, 9, 11, 14, 15, 16, 17, 18, 34, 35] and any clauses 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 Buyer does not pay an undisputed invoice on time. The Supplier can terminate the Contract if the Buyer fails to pay an undisputed invoiced sum due and worth over 10% of the total Contract value or £1,000, whichever is the lower, within 30 days of the date of the reminder notice.
- (b) If a Supplier terminates the Contract under clause 11.6(a):
 - (i) the Buyer must promptly pay all outstanding charges incurred to the Supplier;
 - (ii) the Buyer must pay the Supplier reasonable committed and unavoidable losses as long as the Supplier provides a fully itemised and costed schedule with evidence - 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 Buyer has the right to terminate the Contract it can terminate or suspend (for any period), all or part of it. If the Buyer suspends the Contract it can provide the Deliverables itself or buy them from a third party.

- (b) The Buyer can only partially terminate or suspend the Contract if the remaining parts of it can still be used to effectively deliver the intended purpose.
- (c) The Parties must agree (in accordance with clause 24) any necessary variation required by clause 11.7, but the Supplier may not either:
 - (i) reject the variation;
 - (ii) increase the Charges, except where the right to partial termination is under clause 11.3.
- (d) The Buyer 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 125% of the Charges paid or payable to the Supplier.
- 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, 13.2, 14.26(e) or 30.2(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 any indemnities.
- 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, use reasonable endeavours to:
 - (a) comply and procure that its subcontractors comply with the Supplier Code of Conduct appearing at

(https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/779660/20190220-Supplier_Code_of_Conduct.pdf) and such other corporate social responsibility requirements as the Buyer may notify to the Supplier from time to time;

- (b) support the Buyer in fulfilling its Public Sector Equality duty under S149 of the Equality Act 2010;
- (c) not use nor allow its subcontractors to use modern slavery, child labour or inhumane treatment;
- (d) meet the applicable Government Buying Standards applicable to Deliverables which can be found online at:
<https://www.gov.uk/government/collections/sustainable-procurement-the-government-buying-standards-gbs>

13.2 The Supplier indemnifies the Buyer against any costs resulting from any default by the Supplier relating to any applicable law to do with the Contract.

13.3 The Supplier must appoint a Compliance Officer who must be responsible for ensuring that the Supplier complies with Law, Clause 13.1 and Clauses 27 to 32

13.4 "Compliance Officer" the person(s) appointed by the Supplier who is responsible for ensuring that the Supplier complies with its legal obligations

14. Data protection

14.1 Where the Buyer requires data, that is subject to Data Protection Legislation, to be collected and/or processed, the Buyer is the Controller and the Supplier is the Processor for the purposes of the Data Protection Legislation.

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

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

14.4 The Supplier must make accessible back-ups of all Government Data, stored in an agreed off site location. Copies may be requested by the Buyer throughout the Contract Term.

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

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

14.7 If the Government Data is corrupted, lost or sufficiently degraded so as to be unusable the Buyer may either or both:

- (a) tell the Supplier to restore or get restored Government Data as soon as practical but no later than five Working Days from the date that the Buyer receives notice, or the Supplier finds out about the issue, whichever is earlier;
 - (b) restore the Government Data itself or using a third party.
- 14.8 The Supplier must pay each Party's reasonable costs of complying with clause 14.7 unless the Buyer is at fault.
- 14.9 Only the Buyer 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*).
- 14.10 The Supplier must only process Personal Data if authorised to do so in the Annex to the Order Form (*Authorised Processing*) by the Buyer. Any further written instructions relating to the processing of Personal Data are incorporated into Annex 1 of the Order Form.
- 14.11 The Supplier must give all reasonable assistance to the Buyer in the preparation of any Data Protection Impact Assessment before starting any processing, including:
 - (a) a systematic description of the expected processing and its purpose;
 - (b) the necessity and proportionality of the processing operations;
 - (c) the risks to the rights and freedoms of Data Subjects;
 - (d) the intended measures to address the risks, including safeguards, security measures and mechanisms to protect Personal Data.
- 14.12 The Supplier must notify the Buyer immediately if it thinks the Buyer's instructions breach the Data Protection Legislation.
- 14.13 The Supplier must put in place appropriate Protective Measures to protect against a Data Loss Event which must be approved by the Buyer.
- 14.14 If lawful to notify the Buyer, the Supplier must notify it if the Supplier is required to process Personal Data by Law promptly and before processing it.
- 14.15 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 14;
 - (b) are subject to appropriate confidentiality undertakings with the Supplier or any Subprocessor;
 - (c) are informed of the confidential nature of the Personal Data and do not provide any of the Personal Data to any third Party unless directed in writing to do so by the Buyer or as otherwise allowed by the Contract;
 - (d) have undergone adequate training in the use, care, protection and handling of Personal Data.

14.16 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 Buyer;
- (b) the Buyer has decided that there are appropriate safeguards (in accordance with Article 46 of the 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 Buyer meet its own obligations under Data Protection Legislation; and
- (f) the Supplier complies with the Buyer's reasonable prior instructions about the processing of the Personal Data.

14.17 The Supplier must notify the Buyer 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.

14.18 Any requirement to notify under clause 14.17 includes the provision of further information to the Buyer in stages as details become available.

14.19 The Supplier must promptly provide the Buyer with full assistance in relation to any Party's obligations under Data Protection Legislation and any complaint, communication or request made under clause 14.17. This includes giving the Buyer:

- (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.
- 14.20 The Supplier must maintain full, accurate records and information to show it complies with this clause 14. This requirement does not apply where the Supplier employs fewer than 250 staff, unless either the Buyer determines that the processing:
- (a) is not occasional;
 - (b) includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR;
 - (c) is likely to result in a risk to the rights and freedoms of Data Subjects.
- 14.21 The Supplier must appoint a Data Protection Officer responsible for observing its obligations in this Schedule and give the Buyer their contact details.
- 14.22 Before allowing any Subprocessor to process any Personal Data, the Supplier must:
- (a) notify the Buyer in writing of the intended Subprocessor and processing;
 - (b) obtain the written consent of the Buyer;
 - (c) enter into a written contract with the Subprocessor so that this clause 14 applies to the Subprocessor;
 - (d) provide the Buyer with any information about the Subprocessor that the Buyer reasonably requires.
- 14.23 The Supplier remains fully liable for all acts or omissions of any Subprocessor.
- 14.24 At any time the Buyer can, with 30 Working Days notice to the Supplier, change this clause 14 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 GDPR Article 42;
 - (b) ensure it complies with guidance issued by the Information Commissioner's Office.
- 14.25 The Parties agree to take account of any non-mandatory guidance issued by the Information Commissioner's Office.
- 14.26 The Supplier:

- (a) must provide the Buyer with all Government Data in an agreed open format within 10 Working Days of a written request;
- (b) must have documented processes to guarantee prompt availability of Government Data if the Supplier stops trading;
- (c) must securely destroy all Storage Media that has held Government Data at the end of life of that media using Good Industry Practice;
- (d) securely erase all Government Data and any copies it holds when asked to do so by the Buyer unless required by Law to retain it;
- (e) indemnifies the Buyer against any and all Losses incurred if the Supplier breaches clause 14 and any Data Protection Legislation.

15. What you must keep confidential

15.1 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.

15.2 In spite of clause 15.1, a Party may disclose Confidential Information which it receives from the disclosing Party in any of the following instances:

- (a) where disclosure is required by applicable Law or by a court with the relevant jurisdiction if the recipient Party notifies the disclosing Party of the full circumstances, the affected Confidential Information and extent of the disclosure;
- (b) if the recipient Party already had the information without obligation of confidentiality before it was disclosed by the disclosing Party;
- (c) if the information was given to it by a third party without obligation of confidentiality;
- (d) if the information was in the public domain at the time of the disclosure;
- (e) if the information was independently developed without access to the disclosing Party's Confidential Information;
- (f) to its auditors or for the purposes of regulatory requirements;
- (g) on a confidential basis, to its professional advisers on a need-to-know basis;
- (h) to the Serious Fraud Office where the recipient Party has reasonable grounds to believe that the disclosing Party is involved in activity that may be a criminal offence under the Bribery Act 2010.

- 15.3 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 Buyer at its request.
- 15.4 The Buyer may disclose Confidential Information in any of the following cases:
- (a) on a confidential basis to the employees, agents, consultants and contractors of the Buyer;
 - (b) on a confidential basis to any other Central Government Body, any successor body to a Central Government Body or any company that the Buyer transfers or proposes to transfer all or any part of its business to;
 - (c) if the Buyer (acting reasonably) considers disclosure necessary or appropriate to carry out its public functions;
 - (d) where requested by Parliament;
 - (e) under clauses 5.7 and 16.
- 15.5 For the purposes of clauses 15.2 to 15.4 references to disclosure on a confidential basis means disclosure under a confidentiality agreement or arrangement including terms as strict as those required in clause 15.
- 15.6 Information which is exempt from disclosure by clause 16 is not Confidential Information.
- 15.7 The Supplier must not make any press announcement or publicise the Contract or any part of it in any way, without the prior written consent of the Buyer and must take all reasonable steps to ensure that Supplier Staff do not either.

16. When you can share information

- 16.1 The Supplier must tell the Buyer within 48 hours if it receives a Request For Information.
- 16.2 Within the required timescales the Supplier must give the Buyer full co-operation and information needed so the Buyer can:
- (a) comply with any Freedom of Information Act (FOIA) request;
 - (b) comply with any Environmental Information Regulations (EIR) request.
- 16.3 The Buyer may talk to the Supplier to help it decide whether to publish information under clause 16. However, the extent, content and format of the disclosure is the Buyer's decision, which does not need to be reasonable.

17. Invalid parts of the contract

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

much as required and rendered ineffective as far as possible without affecting the rest of the Contract, whether it's valid or enforceable.

18. No other terms apply

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

19. Other people's rights in a contract

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

20. Circumstances beyond your control

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

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

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

20.3 Where a Party terminates under clause 20.2:

- (a) each party must cover its own losses;
- (b) clause 11.5(b) to 11.5(g) applies.

21. Relationships created by the contract

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

22. Giving up contract rights

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

23. Transferring responsibilities

23.1 The Supplier cannot assign the Contract without the Buyer's written consent.

23.2 The Buyer can assign, novate or transfer its Contract or any part of it to any Crown Body, public or private sector body which performs the functions of the Buyer.

- 23.3 When the Buyer uses its rights under clause 23.2 the Supplier must enter into a novation agreement in the form that the Buyer specifies.
- 23.4 The Supplier can terminate the Contract novated under clause 23.2 to a private sector body that is experiencing an Insolvency Event.
- 23.5 The Supplier remains responsible for all acts and omissions of the Supplier Staff as if they were its own.
- 23.6 If the Buyer asks the Supplier for details about Subcontractors, the Supplier must provide details of Subcontractors at all levels of the supply chain including:
- (a) their name;
 - (b) the scope of their appointment;
 - (c) the duration of their appointment.

24. Changing the contract

- 24.1 Either Party can request a variation to the Contract which is only effective if agreed in writing and signed by both Parties. The Buyer is not required to accept a variation request made by the Supplier.

25. How to communicate about the contract

- 25.1 All notices under the Contract must be in writing and are considered effective on the Working Day of delivery 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.
- 25.2 Notices to the Buyer or Supplier must be sent to their address in the Order Form.
- 25.3 This clause does not apply to the service of legal proceedings or any documents in any legal action, arbitration or dispute resolution.

26. Preventing fraud, bribery and corruption

- 26.1 The Supplier shall not:
- (a) commit any criminal offence referred to in the Regulations 57(1) and 57(2);
 - (b) offer, give, or agree to give anything, to any person (whether working for or engaged by the Buyer or any other public body) an inducement or reward for doing, refraining from doing, or for having done or refrained from doing, any act in relation to the obtaining or execution of the Contract or any other public function or for showing or refraining from showing favour or disfavour to any person in relation to the Contract or any other public function.
- 26.2 The Supplier shall take all reasonable steps (including creating, maintaining and enforcing adequate policies, procedures and records), in accordance with good industry practice, to prevent any matters referred to in clause 26.1 and any fraud by the Staff and the Supplier (including its shareholders, members and directors) in

connection with the Contract and shall notify the Buyer immediately if it has reason to suspect that any such matters have occurred or is occurring or is likely to occur.

26.3 If the Supplier or the Staff engages in conduct prohibited by clause 26.1 or commits fraud in relation to the Contract or any other contract with the Crown (including the Buyer) the Buyer may:

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

27. Equality, diversity and human rights

27.1 The Supplier must follow all applicable equality law when they perform their obligations under the Contract, including:

- (a) protections against discrimination on the grounds of race, sex, gender reassignment, religion or belief, disability, sexual orientation, pregnancy, maternity, age or otherwise;
- (b) any other requirements and instructions which the Buyer reasonably imposes related to equality Law.

27.2 The Supplier must take all necessary steps, and inform the Buyer of the steps taken, to prevent anything that is considered to be unlawful discrimination by any court or tribunal, or the Equality and Human Rights Commission (or any successor organisation) when working on the Contract.

28. Health and safety

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

- (a) all applicable law regarding health and safety;
- (b) the Buyer's current health and safety policy while at the Buyer's premises, as provided to the Supplier.

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

29. Environment

29.1 When working on Site the Supplier must perform its obligations under the Buyer's current Environmental Policy, which the Buyer must provide.

29.2 The Supplier must ensure that Supplier Staff are aware of the Buyer's Environmental Policy.

30. Tax

30.1 The Supplier must not breach any tax or social security obligations and must enter into a binding agreement to pay any late contributions due, including where applicable, any interest or any fines. The Buyer cannot terminate the Contract where the Supplier has not paid a minor tax or social security contribution.

30.2 Where the Supplier or any Supplier Staff are liable to be taxed or to pay National Insurance contributions in the UK relating to payment received under the Off Contract, the Supplier must both:

- (a) comply with the Income Tax (Earnings and Pensions) Act 2003 and all other statutes and regulations relating to income tax, the Social Security Contributions and Benefits Act 1992 (including IR35) and National Insurance contributions;
- (b) indemnify the Buyer against any Income Tax, National Insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made during or after the Contract Period in connection with the provision of the Deliverables by the Supplier or any of the Supplier Staff.

30.3 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 Buyer may, at any time during the term of the Contract, request that the Worker provides information which demonstrates they comply with clause 30.2, or why those requirements do not apply, the Buyer can specify the information the Worker must provide and the deadline for responding;
- (b) the Worker's contract may be terminated at the Buyer's request if the Worker fails to provide the information requested by the Buyer within the time specified by the Buyer;
- (c) the Worker's contract may be terminated at the Buyer's request if the Worker provides information which the Buyer considers isn't good enough to demonstrate how it complies with clause 30.2 or confirms that the Worker is not complying with those requirements;
- (d) the Buyer may supply any information they receive from the Worker to HMRC for revenue collection and management.

31. Conflict of interest

31.1 The Supplier must take action to ensure that neither the Supplier nor the Supplier Staff are placed in the position of an actual or potential conflict between the financial or personal duties of the Supplier or the Supplier Staff and the duties owed to the Buyer under the Contract, in the reasonable opinion of the Buyer.

- 31.2 The Supplier must promptly notify and provide details to the Buyer if a conflict of interest happens or is expected to happen.
- 31.3 The Buyer can terminate its Contract immediately by giving notice in writing to the Supplier or take any steps it thinks are necessary where there is or may be an actual or potential conflict of interest.

32. Reporting a breach of the contract

- 32.1 As soon as it is aware of it the Supplier and Supplier Staff must report to the Buyer any actual or suspected breach of law, clause 13.1, or clauses 26 to 31.
- 32.2 The Supplier must not retaliate against any of the Supplier Staff who in good faith reports a breach listed in clause 32.1.

33. Resolving disputes

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

34. Which law applies

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

Schedule 2 – Specification

1. Introduction

The Department for Transport (DfT) invites proposals for the Maritime CT Ports of Reception Exercise project. The anticipated value of the project is approximately £80,000. This value is given in good faith as a guide to aid Tenderer's planning for submitting their Tender. It should not be interpreted as an undertaking to purchase any goods or services to any value and does not form part of the Contract. The project will be subject to the Short Form Contract Conditions (Schedule 1).

2. Background to the Requirement

The DfT works with its agencies and partners to support the transport network that helps the UK's businesses and gets people and goods travelling around the country. The DfT plans and invests in transport infrastructure.

Transport Security, Resilience and Response (TSRR) within DfT, leads on national security matters, ranging from counter terrorism and cyber security to planning for and responding to natural hazards or civil contingencies. We deliver expertise to support security and resilience policy teams whilst also providing the department's 24/7 response for all security or civil contingency incidents. The team works with security and intelligence partners from across government to mitigate risk to the UK's transport sector.

TSRR is a major player in delivering both the Government's counter-terrorism strategy (CONTEST, <https://www.gov.uk/government/publications/counter-terrorism-strategy-contest-2018>), and the department's aim for a transport system that works for everyone and balances the needs of society, the environment and the economy. A key factor in that aim is to deliver a safe, secure and resilient transport network, for people and goods, for today and tomorrow.

This project will be overseen by the Research, Analysis and Development (RAD) team within TSRR in collaboration with the Domestic and Europe Port and Ship Security (DEPSS) team in DfT's Maritime Security Division. RAD are a team of scientists responsible for providing data and evidence that support decisions around maintaining a safe and secure transport infrastructure. DEPSS is responsible for security policy governing UK ports and shipping. The team is also responsible for engagement on port and ship security matters with European partners, as well as domestic port policy which informs the Maritime Security Compliance team's activities.

To maintain a safe and secure transport infrastructure, consideration is given to a variety of security scenarios to support the understanding of how scenarios may develop, including responses and reactions. Understanding scenarios and responses helps the DfT inform planning and use of mitigations to best effect. To achieve this, exercises are used to help inform teams in their analyses.

This project requires table-top exercises to be run, exploring the outcomes and lessons of a terrorism based security scenario in a maritime transport environment. A table-top exercise is a meeting to discuss a simulated emergency situation.

Four iterations of a security scenario (to be confirmed in the inception meeting) will be considered, involving counter-terrorism (CT) incidents aboard a ferry, specifically, a marauding terrorist attacks (MTA), iterations will consider varying levels of sophistication and impact. MTA's have occurred on land over recent years in the UK and in Europe, notably France and Belgium. These have been targeted at crowded spaces, and it is necessary to plan and prepare for the important task of handling a ship which may have fallen victim to an MTA, its return to shore and its reception by emergency response personnel following an MTA incident.

The table top exercise will role play the activities of relevant on board and land based parties from the start of the scenario through to the ships return to shore and its reception by emergency response personnel. Where possible, resources to make the exercise more immersive should be utilised and DfT will assist with creating links to operators to help achieve this. DfT will cover reasonable and pre-agreed costs for the inclusion of immersive elements.

3. Procurement Timetable

| Description | Date |
|--|-------------------|
| Launch of Procurement | 13/09/2021 |
| Clarification Period Closes | 29/09/2021 |
| Deadline for submission of bids | 04/10/2021 |
| Evaluation of Bids | 06/10/2021 |
| Proposed Award Date of Contract | 18/10/2021 |
| Voluntary Standstill Period | 18 – 29/10/2021 |
| Expected Execution (signature) date for contract | 29/10/2021 |
| Contract Start Date | 08/11/2021 |
| Inception Meeting | 09/11/2021 |
| Contract End Date | 31/03/2022 |

4. Scope

This section outlines the extent of the procurement opportunity to suppliers.

At its simplest, the requirement is to conduct relevant exercises to test the range of decision points from initiation of attack through to reception of the vessel at a port with the creation of a training package (based on agreed scenarios) which can be used as a training tool for DfT to deliver to its port and ship security partners.

At a high level, this will include:

1. Working through the approach that would be taken by participants to identify ports of reception in the security scenario being considered, to identify barriers.

2. Vivify understanding using immersive elements, potentially including live feeds into the table top exercise, based on a real-world ferry crossing (e.g. enlisting a ship master to alert a scenario, feed in information, etc).
3. Developing a training package (based on agreed scenarios) which will be available for use as an educational tool with industry partners in the maritime sector (ports and shipping) and with European partners with whom DfT liaise on maritime security (and whom we share direct scheduled ferry services with)

Note – ferry operators have provided significant contribution previously and this input / engagement will be provided and brokered by the DfT as necessary.

The aims of the table top exercises are:

- To bring relevant stakeholders including industry operators, policy officials and emergency response seniors together
- Set the scene: explain the scenario being considered and inject actions and information throughout the course of the exercise
- Understand the roles and capabilities required to receive a vessel that has fallen victim to a CT incident at its reception port to achieve a satisfactory outcome
- Identify decision points throughout the process from scenario start to conclusion, with emphasis on decision points regarding returning the vessel to port and the preparations being made on land to ensure that sufficient response capabilities are in place to receive the vessel.
- Identify any areas where roles or processes are unclear or inefficient
- Document the table top exercise and outcomes in a formal deliverable
- Generate training materials for DfT to deliver to its port and ship security partners

35. The supplier is required to

- A. Develop scenario iterations (in conjunction with DfT) and resources (including immersive elements with support from DfT) for participants to use during the exercise.
- B. Facilitate the exercise, leading participants through the exercise scenarios, co-ordinating inputs by participants and immersive elements.
- C. Record decision points, timescales and responses including rationale for decisions.
- D. Following the exercise, a summary of actions taken by the participants will be required. This should be presented in a report, accompanied by a presentation/discussion of results. The output should identify where opportunities for improving outcomes exist.
- E. Develop training product(s), following the outcomes of the exercises, to enable DfT to disseminate findings to ports and ship security partners.

Suppliers will be expected to work with RAD and DEPSS, who will facilitate interactions with wider DfT, industry operators, emergency services and other government departments to aid in the planning and delivery of the exercise. The Supplier will be responsible for planning how the exercise will be run / monitored and for recording decisions taken by participants. Management and logistics for participants on the day of the exercise will need to be considered as part of the planning e.g. ensuring participants are registered, the host location is accessible to all, provision of refreshments, security requirements are appropriate etc.

RAD will co-ordinate an inception meeting to provide further detail of the security scenarios to be assessed. It is expected that suppliers will attend this meeting within a week of the contract being awarded. The exercise is anticipated to take place over the course of 2 days between November 2021 – January 2022.

The observations and outcomes of each scenario iteration will be written up by the supplier in a report to illustrate factors that affected participants decisions, and the effects of actions throughout iterations of the scenario.

Observations and discussions included in the report deliverable should also be presented and discussed as part of a stakeholder briefing that will include representatives from several government organisations (attendance will be confirmed by RAD/DEPSS).

5. Implementation and Deliverables

Supplier will be expected to:

A. “Inception Meeting”: Attend an initial planning meeting;

An initial planning meeting will take place between the supplier and DfT shortly after the contract award (within 1 week). This will provide an opportunity to discuss the four iterations of the scenario in greater detail and to address any clarifications of the requirement. Attendance at the initial planning meeting may be in person or virtual via telepresence.

B. Deliver progress reports / meetings;

Following the initial meeting, the supplier will be responsible for communicating progress for example arranging progress meetings with appropriate stakeholders or through progress update communications.

C. Deliver planning documentation;

Planning documentation is required to be submitted to DfT in advance of the exercise. Planning documentation should at least include an overview of planned activities with a Gantt chart or equivalent, outlining milestones and

deliverables, risks and mitigations, proposed materials for immersive elements of the exercise and a proposed schedule of payment.

D. Set-up, deliver and clear down the exercise;

The supplier is responsible for securing a venue / venues for the exercise, which may incorporate virtual links with other locations (may be agreed in conjunction with DfT as part of the planning), co-ordinating the attendance / participation of stakeholders (estimated number of participants is likely to be between 20-30) and ensuring facilities are accessible for participants and that welfare requirements are catered for (e.g. catering and toilet facilities). The supplier does not need to provide catering for participants joining virtually from remote locations.

The management and running of the exercise will be detailed in progress meetings / planning documentation: the supplier is expected to prepare immersive elements, set-up any required facilities and manage the running of exercises to an agreed timetable.

The decisions and discussion of participants should be recorded in a format that enables the supplier to produce a summary of the exercise.

The supplier will be responsible for clearing down the facilities used at the end of the exercise. E.g. disconnecting any virtual links, removing any materials brought in for use within the exercise.

E. Post exercise wash-up and documentation: Document results of each exercise “play”, in a customer report written in English and present / discuss findings with an audience of stakeholders in English

The supplier will present a summary of key points to be included in a written deliverable as part of a wash up meeting with DfT (RAD and DEPSS), which may include review of a draft version of the exercise report.

A summary of the exercise will be documented by the supplier and provided to DfT as a written report. The report should as a minimum include:

- a list of participants and the organisations they represented in the exercise (separate from the main report. The main report should refer to position names rather than named individuals).*
- summary of the scenarios considered*
- timeline of events and decisions considered within each scenario*
- highlight areas where roles, responsibilities, decisions, capabilities, etc.. were or were not clear, or gaps were identified*
- links between decisions taken and resulting consequences (outcomes)*
- recommendations of factors that would improve the outcome e.g. facilitate faster incident resolution, make most efficient use of capabilities and assets, result in least damage to infrastructure or harm to people or least impact on surrounding infrastructure.*

F. Produce training materials that DfT can distribute to Ports and Ship Security representatives

Following the wash-up meeting, the supplier will produce an easily accessible summary of the lessons and recommended best practice. This should be in a concise and engaging format that DfT (DEPSS) can share with ports and ship security points of contact in order to distribute findings from the exercise.

The format and content of this training material should be discussed and agreed with DfT during planning, progress and wash up meetings.

The exercise is anticipated to take place between November 2021 – January 2022. The exact date and time will depend upon availability of the majority of participants. For reasons of safety, security or overriding priority that diverts the majority of attendees, the scheduled dates for the exercise may be revised. Should this affect the delivery timescales the timescales of the contract may be revised accordingly.

The project will conclude once the final deliverable has been agreed upon by both parties to have met a satisfactory state and been delivered. Documentation, presentations and discussions need to be written in English with appropriate structure for reporting scientific research, including technical annexes.

| Ref. | Deliverable / Milestone | Date |
|------|---|---|
| 5A | Inception meeting | Within 1 week of contract being awarded |
| 5B | Progress updates | TBC at the inception meeting |
| 5C | Planning document shared | As required and at progress updates |
| - | Exercise decision point (based on planning) | TBC at the inception meeting |
| 5D | Secure venue and confirm attendance of participant list | TBC |
| 5D | Agreement / completion of immersive elements | TBC |
| 5D | Run Exercise(s) | TBC (Estimate - Nov) |
| 5E | Post exercise wash up meeting | TBC |
| 5E | Draft report | TBC (Estimate – Jan) |
| 5E | Final report | By 31 st March 2022 |
| 5F | Draft training material | By 31 st March 2022 |
| 5F | Final training material | By 31 st March 2022 |
| | | |
| | Project completion | 31 st March 2022 |

6. Specifying Goods and / or Services

Outside of the inception meeting, it is anticipated that there will be regular communication with RAD/DEPSS which may take the form of meetings, emails, phone calls etc..

Reasonable Travel & Subsistence should be included in the planning and in line with the DfT's travel and subsistence allowance, which can be found [here](#). However, all costs are expected to be included in the tender submission.

The supplier will raise any concerns about possibilities of failing to meet the overall deadline, at any point throughout the planning and delivery process, as they arise.

The supplier shall acknowledge and respond to any communications from the contract / project manager within 2 business days through written confirmation / acknowledgement.

If there is an urgent issue the supplier shall make the contract manager aware of this within 2 business days.

If there is a dispute or complaint raised, the Authority should be able to contact the single point of contact for the potential provider and a resolution plan should be put in place within two business days.

7. Skills and Apprenticeships

The supplier should have suitably qualified and experienced staff with appropriate security clearance to undertake the work. This is evaluated as part of 'Evaluation Criteria' below.

8. Quality Assurance Requirements

Supplier outputs, such as the proposed plans and summary report will be reviewed and agreed by RAD / DEPSS with the supplier incorporating feedback and amendments as necessary.

9. Service Conditions and Environmental Factors

The exercise will take place in a suitable environment to accommodate the number of participants as well as meeting security requirements.

Suppliers will need to factor in set-up / clear down requirements and appropriate disposal or recycling requirements in order to be as environmentally friendly as possible.

Health and safety and data protection legislation must be adhered to. Health and safety risk assessments will be required, and appropriate approvals given for the exercise to go ahead. Any footage of the exercise recorded will be shared with RAD/DEPSS and a data retention policy agreed with the authority in line with GDPR requirements.

10. Management and Contract Administration

Progress meetings are estimated to be required at least monthly but may be more frequent particularly as the date of the exercise approaches. Outside of progress meetings it is anticipated that there will be regular communication with RAD/DEPSS. This will be a requirement until the conclusion of the contract.

For reasons of safety, security or overriding priority of activity at the selected exercise location or by attendees, the contract may be terminated early, or planned timescales be revised. Such decisions will be taken as part of regular progress meetings / communications. The DfT reserves the right to terminate as per the rights and obligations for non-commitment of spend.

Review and breakpoints should be included in the planning accordingly. It is anticipated that the contract will end on 31st March 2022, however due to the timescale of the exercise being ambiguous until further detailed planning is complete and in acknowledgment of the risk that the timescale could move, the contract may optionally be extended for a further 12 months.

The payment mechanism shall be Milestone Payments. Invoices shall be submitted for amounts to be agreed by the parties, indicative of the provider's bid submission and the Delivery Plan.

Payment can only be made following satisfactory delivery of pre-agreed certified products and deliverables.

Before payment can be considered, each invoice must include a detailed elemental breakdown of work completed and the associated costs. Invoices must show DfT's purchase order number. The Purchase Order number (PO) will be handed over at the inception meeting.

Invoices will be processed via the raising of a PO and that process will be further defined upon satisfactory delivery of any pre-agreed deliverables. Such invoices should be submitted to the respective Contract Manager.

The DfT will also require a contract award letter signed by both the supplier and the DfT in conjunction to invoices before any POs can be raised.

11. Security

The exercise will cover a security scenario. Access to security information may be required, therefore security clearance (Security Check) will be required. The content and results of the exercise will be subject to a non-disclosure agreement, which the supplier will be expected to sign at the inception meeting.

The supplier may be given access to sensitive information which must only be shared on a strict need to know basis (i.e. selected members of the project team only). The supplier will destroy all classified information, to the required standard, on completion of the project.

Any information arising from this project (including data, interim or final reports, recommendations and information provided by third parties) must be stored securely and access controlled. Such that only those with a direct need-to-know may be able to get access to them.

Any information held on an IT system must be encrypted and password protected. Information from this project may only be shared with third parties if prior written approval is obtained from DfT. This includes publication, presentations at conferences and any informal discussions with peers who are not directly involved with the project.

Staff with open access to the collated information and the final report must have (or have a willingness to obtain), at least a basic security check which meets the Basic Personnel Security Standard defined by the Cabinet Office.

A description of security clearance levels can be found here:
<https://www.gov.uk/government/publications/united-kingdom-security-vetting-clearance-levels/national-security-vetting-clearance-levels>

12. Data Protection

The supplier will be required to comply with all applicable requirements of the Data Protection Legislation (including the General Data Protection Regulation ((EU) 2016/679) ("GDPR"), the Law Enforcement Directive (Directive (EU) 2016/680), and all applicable Law about the processing of personal data and privacy).

The supplier will not be required to process any Personal Data on behalf of the DfT but may elect to as part of their approach to delivering against the requirement. The Schedule in Annex 1 will be completed and agreed by the buyer and supplier once the scope of data to be processed is known and in advance of data being collected.

If the supplier opts to record the exercise, data should only be held by the supplier for the duration of the contract and in accordance with GDPR requirements. The supplier should provide sufficient assurance to DfT that GDPR requirements are satisfactorily

being met. Participants must be made aware of the intended recording of data in advance and the duration for which the recording will be retained.

Responses from participants should be recorded by position name / job title rather than individual names wherever possible.

13. Training / Skills / Knowledge Transfer

All supplier resource must be adequately trained and skilled to deliver the project.

CVs covering a summary of skills, experience and clearances should be provided will be evaluated as per the below.

All findings should be presented in the summary report.

14. Documentation

Planning documentation is required to be submitted to RAD / DEPSS at regular intervals leading up to the exercise. Planning documentation should at least include a Gantt chart or equivalent.

Raw data collected should be provided to RAD following the conclusion of the exercise (timeframe subject to be agreed but should not exceed the end of February 2022).

A written summary report, is to be provided in English, following the conclusion of the exercise (timeframe to be agreed but should not exceed the end of February 2022).

A visual / oral presentation and discussion of results are to be provided in English, following the submission of the summary report.

Training materials (based on exercise scenarios, outcomes and recommendations) which can be used as a training tool for DfT to deliver to its port and ship security partners are to be developed and provided in English.

Invoices should be presented following delivery of milestones.

15. Arrangement for End of Contract

All exercise tasks are anticipated to complete within financial year 2021-2022. If timescales for the exercise are delayed the contract may be extended by 12 months.

A decision point is included to review the planning and confirm readiness for the exercise. If, in the proposed exercise arrangements are insufficient, the exercise may be cancelled, and the contract ended.

16. Evaluation Criteria

All suppliers must respond to all of the quality factor questions within Schedule 6 Bidder Response and provide a breakdown of their costs within Schedule 5 Pricing Schedule.

17. Points of Contact

36. Invitation to Tender documents and where to submit your tender responses can be accessed via the Jaggaer e-sourcing portal. This can be found here: <https://dft.app.jaggaer.com/web/login.html> where the respective contract title and reference will be.

Schedule 5 – Pricing Schedule

The **Total Price** tendered for all work to be carried out under this contract is

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STAFF COSTS

| Staff Category, Grade or Title | Name | Daily Rate £ | Number of Days | Cost £ |
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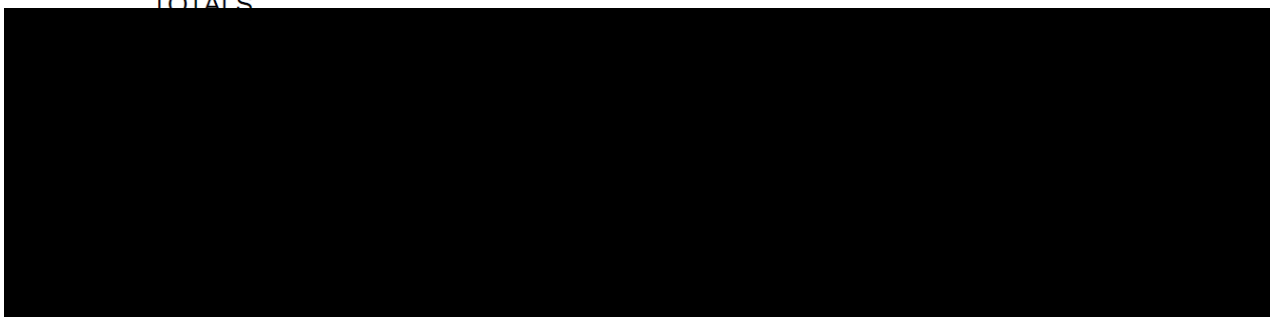
NON-STAFF COSTS

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∅ Travel and Subsistence rates must not exceed those applicable to DfT Staff of equivalent status
(see *Travel and Subsistence Annex attached*)

📁 Any individual Capital Item which costs or is valued in excess of £500 must be listed individually.

TOTALS



Schedule 6 – Bidder Response

| | | |
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| 1 Suit abili ty | Case Study | |
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Annex 1 –Schedule of Processing, Personal Data & Data Subjects

(To be discussed at Inception Meeting if required)

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

1. The contact details of the Controller's Data Protection Officer are: [REDACTED]
2. The contact details of the Processor's Data Protection Officer are: [REDACTED]
3. The Processor shall comply with any further written instructions with respect to processing by the Controller.
4. Any such further instructions shall be incorporated into this Schedule.

| Description | Details |
|--|---|
| Identity of the Controller and Processor | <p>The Parties acknowledge that for the purposes of the Data Protection Legislation, the Authority is the Controller and the Contractor is the Processor in accordance with Clause [E1.1].</p> <p>[Note: clause numbers refer to DfT General Conditions of Contract for Services. Amend if necessary.]</p> <p>[Guidance: You may need to vary this section where (in the rare case) the Authority and Contractor have a different relationship. For example where the Parties are Joint Controllers of some Personal Data:</p> <p><i>“Notwithstanding Clause [E1.1] the Parties acknowledge that they are also Joint Controllers for the purposes of the Data Protection Legislation in respect of:</i></p> |

| | |
|---------------------------------------|--|
| | <p>[Insert] the scope of Personal Data which the purposes and means of the processing is determined by the both Parties]</p> <p>In respect of Personal Data under Joint Control, Clause [E1.1-E1.14] will not apply and the Parties agree to put in place a Joint Controller Agreement as outlined in Schedule [Y] instead.”</p> |
| Subject matter of the processing | <p>[This should be a high level, short description of what the processing is about i.e. its subject matter of the contract.</p> <p>Example: The processing is needed in order to ensure that the Processor can effectively deliver the contract to provide a service to members of the public.]</p> |
| Duration of the processing | <p>[Clearly set out the duration of the processing including dates]</p> |
| Nature and purposes of the processing | <p>[Please be as specific as possible, but make sure that you cover all intended purposes.</p> <p>The nature of the processing means any operation such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means) etc.</p> <p>The purpose might include: employment processing, statutory obligation, recruitment assessment, etc.]</p> |

| | |
|---|--|
| Type of Personal Data being Processed | <i>[Examples here include: name, address, date of birth, NI number, telephone number, pay, images, biometric data, etc.]</i> |
| Categories of Data Subject | <i>[Examples include: Staff (including volunteers, agents, and temporary workers), customers/ clients, suppliers, patients, students / pupils, members of the public, users of a particular website, etc.]</i> |
| Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data | <i>[Describe how long the data will be retained for, how it be returned or destroyed]</i> |