

SHORT FORM CONTRACT FOR THE SUPPLY OF GOODS AND/OR SERVICES

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II. Cover Letter – Not Used.



Valuation Office
Agency

III. Order Form

1. Contract Reference	VOA/2024/045 Professional Services – Digital Transformation & Policy Reform
2. Buyer	Valuation Office Agency of 10 South Colonnade, London, E14 4PU. In entering this Contract, the Buyer is acting as part of the Crown and the Supplier shall be treated as contracting with the Crown as a whole.
3. Supplier	Eunoia Consulting, 37 The Hedgerows, Bishops Stortford, Hertfordshire, CM23 5FD
4. The Contract	<p>This Contract between the Buyer and the Supplier is for the supply of Professional Services in support of the VOA's Digital Transformation & Policy Reform Programme deliverables.</p> <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 Annexes.</p> <p>Unless the context otherwise requires, capitalised expressions used in this Order Form have the same meanings as in the Conditions.</p>
5. Services	Professional Services – Digital Transformation & Policy Reform. As set out in Annex 2 – Specification.
6. Specification	Professional Services – Digital Transformation & Policy Reform. As set out in Annex 2 – Specification.
7. Start Date	01/04/2025
8. Expiry Date	31/03/2026
9. Extension Period	2 x years (1 x year, plus 1 x year).
10. Buyer Cause	Any Material 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.
11. Optional Intellectual Property Rights (“IPR”) Clauses	Not applicable
12. Charges	The Charges for the Deliverables shall be as set out in Annex 3 – Charges.
13. Payment	<p>Payment of undisputed invoices will be made within 30 days of receipt of invoice, which must be submitted promptly by the Supplier.</p> <p>All invoices must be sent to *****Redacted***** – copying in the contract manager’s email address.</p> <p>Within 14 Working Days of receipt of your countersigned copy of this Order Form, we will send you a unique PO Number. You must be in receipt of a valid PO Number before submitting an invoice.</p> <p>Payments will be made via an electronic payments system, SAP Ariba P2P (MYBuy).</p> <p>Invoices should be provided for each milestone within one month of agreement of deliverables. Payments will be made into the bank account provided by the supplier.</p> <p>To avoid delay in payment it is important that the invoice is compliant and that it includes a valid PO Number, item number (if applicable) and the details (name, email, and telephone number) of your Buyer contact (i.e., Buyer Authorised Representative). Non-compliant invoices may be sent back to you, which may lead to a delay in payment.</p> <p>If you have a query regarding an outstanding payment please contact the HMRC Shared Services, Accounts Payable team by email: *****Redacted*****</p>
14. Data Protection Liability Cap	In accordance with clause 12.6 of the Conditions, the Supplier’s total aggregate liability under clause 14.7.5 of the Conditions is no more than the Data Protection Liability Cap, being £2 million.
15. Progress Meetings	The Parties shall attend regular performance review meetings agreed upon by the Buyer to consider the progress of the Agreement, discuss the management

and Progress Reports	information reports and to review any operational issues that have arisen in the preceding review meetings on the following basis.	
16. Buyer Authorised Representative(s)	For general liaison your contact will be a contract manager specified by the Buyer. This contract manager is *****Redacted***** although the Authority reserves the right to amend this at any time.	
17. Supplier Authorised Representative(s)	For general liaison your contact will continue to be *****Redacted***** .	
18. Address for notices	Valuation Office Agency 10 The South Colonnade, Poplar, London, E14 4PU Attention: *****Redacted***** Email: *****Redacted*****	Supplier – Eunoia Consulting, 37 The Hedgerows, Bishops Stortford, Hertfordshire, CM23 5FD Attention: *****Redacted***** Email: *****Redacted*****
19. Key Staff	As per 18 (above)	
20. Procedures and Policies	Not applicable.	
21. Special Terms	The Supplier shall comply with the Authority's mandatory terms as set out in Annex 6 of this Contract. For the avoidance of doubt and contrary to any other provision relating to precedence of terms in this Contract, in case of any ambiguity or conflict, the Authority's mandatory terms in Annex 6 will supersede any other terms in this Contract.	
22. Incorporated Terms	The following documents are incorporated into the Contract. If there is any conflict, the following order of precedence applies: (a) Any Special Terms (see row 21 (Special Terms) in this Order Form) (b) This Order Form	

	<p>(c) Conditions (as they may be amended by Annex 5 – Optional IPR Clauses)</p> <p>(d) The following Annexes in equal order of precedence:</p> <ul style="list-style-type: none"> i. Annex 1 – Processing Personal Data ii. Annex 2 – Specification iii. Annex 3 – Charges iv. Annex 4 – Supplier Tender, unless any part of the Tender offers a better commercial position for the Buyer (as decided by the Buyer, in its absolute discretion), in which case that part of the Tender will take precedence over the documents above.
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Signed for and on behalf of the Supplier	Signed for and on behalf of the Buyer acting on behalf of the Crown
Name: *****Redacted***** [Insert name] *****Redacted***** [Insert job title] *****Redacted*****	Name: *****Redacted***** [Insert name] *****Redacted***** [Insert job title] *****Redacted*****
Date: 31 st March 2025	Date: 1 st April 2025
Signature: *****Redacted*****	Signature: *****Redacted*****

IV. Short form Terms (“Conditions”)

1 DEFINITIONS USED IN THE CONTRACT

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

“Affiliates”	in relation to a body corporate, any other entity which directly or indirectly Controls (in either of the senses defined in sections 450 and 1124 of the Corporation Tax Act 2010 and “Controlled” shall be construed accordingly), is Controlled by, or is under direct or indirect common Control of that body corporate from time to time;
“Audit”	<p>the Buyer’s right to:</p> <ul style="list-style-type: none"> (a) verify the accuracy of the Charges and any other amounts payable by the Buyer under the Contract (including proposed or actual variations to them in accordance with the Contract); (b) verify the costs of the Supplier (including the costs of all Subcontractors and any third party suppliers) in connection with the provision of the Deliverables; (c) verify the Supplier’s and each Subcontractor’s compliance with the applicable Law; (d) identify or investigate actual or suspected breach of clauses 4 to 34 (inclusive), impropriety or accounting mistakes or any breach or threatened breach of security and in these circumstances the Buyer shall have no obligation to inform the Supplier of the purpose or objective of its investigations; (e) identify or investigate any circumstances which may impact upon the financial stability of the Supplier and/or any Subcontractors or their ability to provide the Deliverables; (f) obtain such information as is necessary to fulfil the Buyer’s obligations to supply information for parliamentary, ministerial, judicial or administrative purposes including the supply of information to the Comptroller and Auditor General; (g) review any books of account and the internal contract management accounts kept by the Supplier in connection with the Contract;

	<p>(h) carry out the Buyer's internal and statutory audits and to prepare, examine and/or certify the Buyer's annual and interim reports and accounts;</p> <p>(i) enable the National Audit Office to carry out an examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Buyer has used its resources;</p>
"Beneficiary"	A Party having (or claiming to have) the benefit of an indemnity under this Contract;
"Buyer Cause"	has the meaning given to it in the Order Form;
"Buyer"	the person named as Buyer in the Order Form. Where the Buyer is a Crown Body the Supplier shall be treated as contracting with the Crown as a whole;
"Charges"	the charges for the Deliverables as specified in the Order Form;
"Claim"	any claim which it appears that the Buyer is, or may become, entitled to indemnification under this Contract;
"Conditions"	means these short form terms and conditions of contract;
"Confidential Information"	<p>all information, whether written or oral (however recorded), provided by the disclosing Party to the receiving Party and which</p> <p>(a) is known by the receiving Party to be confidential;</p> <p>(b) is marked as or stated to be confidential; or</p> <p>(c) ought reasonably to be considered by the receiving Party to be confidential;</p>
"Conflict of Interest"	a 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;
"Contract"	the contract between the Buyer and the Supplier which is created by the Supplier's counter signing the Order Form and includes the cover letter (if used), Order Form, these Conditions and the Annexes;
"Controller"	has the meaning given to it in the UK GDPR or the EU GDPR as the context requires;

“Crown Body”	the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Government and the Welsh Government), including, but not limited to, government ministers and government departments and particular bodies, persons, commissions or agencies from time to time carrying out functions on its behalf;
“Data Loss Event”	any event that results, or may result, in unauthorised access to Personal Data held by the Processor under this Contract, and/or actual or potential loss and/or destruction of Personal Data in breach of this Contract, including any Personal Data Breach;
“Data Protection Impact Assessment”	an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data;
“Data Protection Legislation”	<ul style="list-style-type: none"> (a) the UK GDPR, (b) the DPA 2018; (c) all applicable Law about the processing of personal data and privacy and guidance issued by the Information Commissioner and other regulatory authority; and (d) (to the extent that it applies) the EU GDPR (and in the event of conflict, the UK GDPR shall apply);
“Data Protection Liability Cap”	has the meaning given to it in row 14 of the Order Form;
“Data Protection Officer”	has the meaning given to it in the UK GDPR or the EU GDPR as the context requires;
“Data Subject Access Request”	a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data;
“Data Subject”	has the meaning given to it in the UK GDPR or the EU GDPR as the context requires;
“Deliver”	hand over of the Deliverables to the Buyer at the address and on the date specified in the Order Form, which shall include unloading and stacking and any

	other specific arrangements agreed in accordance with clause 4.2. “Delivered” and “Delivery” shall be construed accordingly;
“Deliverables”	means the Goods, Services, and/or software to be supplied under the Contract as set out in the Order Form;
“DPA 2018”	the Data Protection Act 2018;
“EU GDPR”	Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation) as it has effect in EU law;
“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”	the date for expiry of the Contract as set out in the Order Form;
“FOIA”	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”	<p>any event, circumstance, matter or cause affecting the performance by either the Buyer or the Supplier of its obligations arising from:</p> <ul style="list-style-type: none"> (a) acts, events, omissions, happenings or non-happenings beyond the reasonable control of the Party seeking to claim relief in respect of a Force Majeure Event (the “Affected Party”) which prevent or materially delay the Affected Party from performing its obligations under the Contract; (b) riots, civil commotion, war or armed conflict, acts of terrorism, nuclear, biological or chemical warfare; (c) acts of a Crown Body, local government or regulatory bodies; (d) fire, flood or any disaster; or (e) an industrial dispute affecting a third party for which a substitute third party is not reasonably available <p>but excluding:</p>

	<p>(a) 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;</p> <p>(b) 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</p> <p>(c) any failure of delay caused by a lack of funds,</p> <p>and which is not attributable to any wilful act, neglect or failure to take reasonable preventative action by that Party;</p>
“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;
“Goods”	the goods to be supplied by the Supplier to the Buyer under the Contract;
“Government Data”	<p>(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:</p> <p>(i) are supplied to the Supplier by or on behalf of the Buyer; or</p> <p>(ii) the Supplier is required to generate, process, store or transmit pursuant to the Contract; or</p> <p>(b) any Personal Data for which the Buyer is the Controller;</p>
“Indemnifier”	a Party from whom an indemnity is sought under this Contract;
“Independent Controller”	a party which is Controller of the same Personal Data as the other Party and there is no element of joint control with regards to that Personal Data;
“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”	<p>in respect of a person:</p> <p>(a) if that person is insolvent;</p>

	<p>(b) where that person is a company, LLP or a partnership, 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);</p> <p>(c) if an administrator or administrative receiver is appointed in respect of the whole or any part of the person's assets or business;</p> <p>(d) if the person makes any composition with its creditors; or</p> <p>(e) 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;</p>
"IP Completion Day"	has the meaning given to it in the European Union (Withdrawal Agreement) Act 2020;
"Joint Controller Agreement"	the agreement (if any) entered into between the Buyer and the Supplier substantially in the form set out in Part B Joint Controller Agreement of Annex 1 – Processing Personal Data;
"Joint Controllers"	Where two or more Controllers jointly determine the purposes and means of processing;
"Key Staff"	any persons specified as such in the Order Form or otherwise notified as such by the Buyer to the Supplier in writing, following agreement to the same by the Supplier;
"Law"	any law, subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978, bye-law, right within the meaning of the European Union (Withdrawal) Act 2018 as amended by European Union (Withdrawal Agreement) Act 2020, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements of any regulatory body with which the Supplier is bound to comply;
"Material Breach"	a single serious breach or a number of breaches or repeated breaches (whether of the same or different obligations and regardless of whether such breaches are remedied)
"National Insurance"	contributions required by the Social Security Contributions and Benefits Act 1992 and made in accordance with the Social Security (Contributions) Regulations 2001 (SI 2001/1004);

“New IPR Items”	means a deliverable, document, product or other item within which New IPR subsists;
“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;
“Open Licence”	means any material that is published for use, with rights to access and modify, by any person for free, under a generally recognised open licence including Open Government Licence as set out at http://www.nationalarchives.gov.uk/doc/open-government-licence/version/3/ as updated from time to time and the Open Standards Principles documented at https://www.gov.uk/government/publications/open-standards-principles/open-standards-principles as updated from time to time;
“Order Form”	the order form signed by the Buyer and the Supplier printed above these Conditions;
“Party”	the Supplier or the Buyer (as appropriate) and “Parties” shall mean both of them;
“Personal Data Breach”	has the meaning given to it in the UK GDPR or the EU GDPR as the context requires and includes any breach of Data Protection Legislation relevant to Personal Data processed pursuant to the Contract;
“Personal Data”	has the meaning given to it in the UK GDPR or the EU GDPR as the context requires;
“Prescribed Person”	a legal adviser, an MP or an appropriate body which a whistle-blower may make a disclosure to as detailed in ‘Whistleblowing: list of prescribed people and bodies’, 24 November 2016, available online at: https://www.gov.uk/government/publications/blowing-the-whistle-list-of-prescribed-people-and-bodies--2/whistleblowing-list-of-prescribed-people-and-bodies as updated from time to time;
“Processor Personnel”	all directors, officers, employees, agents, consultants and suppliers of the Processor and/or of any Subprocessor engaged in the performance of its obligations under the Contract;
“Processor”	has the meaning given to it in the UK GDPR or the EU GDPR as the context requires;

“Protective Measures”	<p>technical and organisational measures which must take account of:</p> <ul style="list-style-type: none"> (a) the nature of the data to be protected; (b) harm that might result from Data Loss Event; (c) state of technological development; (d) the cost of implementing any measures; <p>including pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it;</p>
“Purchase Order Number” or “PO Number”	the Buyer’s unique number relating to the order for Deliverables to be supplied by the Supplier to the Buyer in accordance with the Contract;
“Rectification Plan”	<p>the Supplier’s plan (or revised plan) to rectify its Material Breach which shall include:</p> <ul style="list-style-type: none"> (a) full details of the Material Breach that has occurred, including a root cause analysis; (b) the actual or anticipated effect of the Material Breach; and (c) the steps which the Supplier proposes to take to rectify the Material Breach (if applicable) and to prevent such Material Breach from recurring, including timescales for such steps and for the rectification of the Material Breach (where applicable);
“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”	the services to be supplied by the Supplier to the Buyer under the Contract;
“Specification”	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 Vetting Procedures”	vetting procedures that accord with Good Industry Practice or, where applicable, the Buyer’s procedures or policies for the vetting of personnel as specified in the Order Form or provided to the Supplier in writing following agreement to the same by the Supplier from time to time;
“Start Date”	the start date of the Contract set out in the Order Form;
“Sub-Contract”	any contract or agreement (or proposed contract or agreement), other than the Contract, pursuant to which a third party: <ul style="list-style-type: none"> (a) provides the Deliverables (or any part of them); (b) provides facilities or services necessary for the provision of the Deliverables (or any part of them); and/or (c) is responsible for the management, direction or control of the provision of the Deliverables (or any part of them);
“Subcontractor”	any person other than the Supplier, who is a party to a Sub-Contract and the servants or agents of that person;
“Subprocessor”	any third party appointed to process Personal Data on behalf of the Processor related to the Contract;
“Supplier Staff”	all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any Subcontractor of the Supplier engaged in the performance of the Supplier’s obligations under the Contract;
“Supplier”	the person named as Supplier in the Order Form;
“Term”	the period from the Start Date to the Expiry Date as such period may be extended in accordance with clause 11.2 or terminated in accordance with the Contract;
“Third Party IPR”	intellectual property rights owned by a third party which is or will be used by the Supplier for the purpose of providing the Deliverables;
“Transparency Information”	In relation to Contracts with a value above the relevant threshold set out in Part 2 of the Regulations only, the content of the Contract, including any changes to this Contract agreed from time to time, as well as any information relating to the Deliverables and performance pursuant to the Contract required to be published by the Buyer to comply with its transparency obligations, including those set out in Public Procurement Policy Note 09/21 (update to legal and policy requirements

	to publish procurement information on Contracts Finder) (https://www.gov.uk/government/publications/ppn-0921-requirements-to-publish-on-contracts-finder) as updated from time to time and Public Procurement Policy Note 01/17 (update to transparency principles) where applicable (https://www.gov.uk/government/publications/procurement-policy-note-0117-update-to-transparency-principles) as updated from time to time except for: (a) any information which is exempt from disclosure in accordance with the provisions of the FOIA, which shall be determined by the Buyer; and (b) Confidential Information;
“UK GDPR”	has the meaning as set out in section 3(10) of the DPA 2018, supplemented by section 205(4);
“VAT”	value added tax in accordance with the provisions of the Value Added Tax Act 1994;
“Worker”	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) as updated from time to time applies in respect of the Deliverables; and
“Working Day”	a day (other than a Saturday or Sunday) on which banks are open for business in the City of London.

2 UNDERSTANDING THE CONTRACT

2.1 In the Contract, unless the context otherwise requires:

- 2.1.1 references to numbered clauses are references to the relevant clause in these Conditions;
- 2.1.2 any obligation on any Party not to do or omit to do anything shall include an obligation not to allow that thing to be done or omitted to be done;
- 2.1.3 references to “writing” include printing, display on a screen and electronic transmission and other modes of representing or reproducing words in a visible form;

- 2.1.4 a reference to any Law includes a reference to that Law as amended, extended, consolidated, replaced or re-enacted from time to time (including as a consequence of the Retained EU Law (Revocation and Reform) Act) and to any legislation or byelaw made under that Law;
- 2.1.5 the word “including”, “for example” and similar words shall be understood as if they were immediately followed by the words “without limitation”;
- 2.1.6 any reference which, immediately before IP Completion Day (or such later date when relevant EU law ceases to have effect pursuant to section 1A of the European Union (Withdrawal) Act 2018), is a reference to (as it has effect from time to time) any EU regulation, EU decision, EU tertiary legislation or provision of the EEA agreement (“**EU References**”) which is to form part of domestic law by application of section 3 of the European Union (Withdrawal) Act 2018 and which shall be read on and after IP Completion Day as a reference to the EU References as they form part of domestic law by virtue of section 3 of the European Union (Withdrawal) Act 2018 as modified by domestic law from time to time.

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 (if any) 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

- 4.1.1 The Supplier must provide Deliverables:
 - 4.1.1.1 in accordance with the Specification, the tender in Annex 4 – Supplier Tender (where applicable) and the Contract;
 - 4.1.1.2 using reasonable skill and care;
 - 4.1.1.3 using Good Industry Practice;
 - 4.1.1.4 using its own policies, processes and internal quality control measures as long as they don't conflict with the Contract;

4.1.1.5 on the dates agreed; and

4.1.1.6 that comply with all Law.

4.1.2 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

4.2.1 All Goods delivered must be new, or as new if recycled, unused and of recent origin.

4.2.2 The Supplier transfers ownership of the Goods on completion of Delivery or payment for those Goods, whichever is earlier.

4.2.3 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 3 Working Days of Delivery.

4.2.4 The Supplier warrants that it has full and unrestricted ownership of the Goods at the time of transfer of ownership.

4.2.5 The Supplier must Deliver the Goods on the date and to the location specified in the Order Form, during the Buyer's working hours (unless otherwise specified in the Order Form).

4.2.6 The Supplier must provide sufficient packaging for the Goods to reach the point of Delivery safely and undamaged.

4.2.7 All deliveries must have a delivery note attached that specifies the order number, type and quantity of Goods.

4.2.8 The Supplier must provide all tools, information and instructions the Buyer needs to make use of the Goods.

4.2.9 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.

4.2.10 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 endeavours to minimise these costs.

- 4.2.11 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.
- 4.2.12 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 the Buyer 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 Subcontractors or Supplier Staff.

4.3 Services clauses

- 4.3.1 Late Delivery of the Services will be a default of the Contract.
- 4.3.2 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 the security requirements (where any such requirements have been provided).
- 4.3.3 The Buyer must provide the Supplier with reasonable access to its premises at reasonable times for the purpose of supplying the Services
- 4.3.4 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.
- 4.3.5 The Supplier must allocate sufficient resources and appropriate expertise to the Contract.
- 4.3.6 The Supplier must take all reasonable care to ensure performance does not disrupt the Buyer's operations, employees or other contractors.
- 4.3.7 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.
- 4.3.8 The Supplier must ensure all Services, and anything used to deliver the Services, are of good quality and free from defects.

- 4.3.9 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 must invoice the Buyer for the charges in the Order Form.
- 5.2 All Charges:
- 5.2.1 exclude VAT, which is payable on provision of a valid VAT invoice; and
 - 5.2.2 include all costs and expenses 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 invoice or in the Order Form.
- 5.4 A Supplier invoice is only valid if it:
- 5.4.1 includes all appropriate references including the Purchase Order Number and other details reasonably requested by the Buyer; and
 - 5.4.2 includes a detailed breakdown of Deliverables which have been delivered.
- 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 36.
- 5.6 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:
- 6.1.1 the Buyer cannot terminate the Contract under clause 11;
 - 6.1.2 the Supplier is entitled to reasonable and proven additional expenses and to relief from liability under this Contract;
 - 6.1.3 the Supplier is entitled to additional time needed to deliver the Deliverables; and
 - 6.1.4 the Supplier cannot suspend the ongoing supply of Deliverables.

6.2 Clause 6.1 only applies if the Supplier:

- 6.2.1 gives notice to the Buyer within 10 Working Days of becoming aware;
- 6.2.2 demonstrates that the failure only happened because of the Buyer Cause; and
- 6.2.3 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 7 years after the date of expiry or termination of the Contract and in accordance with the UK GDPR or the EU GDPR as the context requires.
- 7.3 The Supplier must allow any auditor appointed by the Buyer access to its premises to verify all contract accounts and records of everything to do with the Contract and provide copies for the Audit.
- 7.4 The Buyer or an auditor can Audit the Supplier.
- 7.5 During an Audit, the Supplier must provide information to the auditor and reasonable co-operation at their request.
- 7.6 The Parties will bear their own costs when an Audit is undertaken unless the Audit identifies a Material Breach by the Supplier, in which case the Supplier will repay the Buyer's reasonable costs in connection with the Audit.
- 7.7 If the Supplier is not providing any of the Deliverables, or is unable to provide them, it must immediately:
 - 7.7.1 tell the Buyer and give reasons;
 - 7.7.2 propose corrective action; and
 - 7.7.3 provide a deadline for completing the corrective action.
- 7.8 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:
 - 7.8.1 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; and

7.8.2 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) and the consequences of termination in Clause 11.5.1 shall apply.

7.9 If there is a Material Breach, the Supplier must notify the Buyer within 3 Working Days of the Supplier becoming aware of the Material Breach. The Buyer may request that the Supplier provide a Rectification Plan within 10 Working Days of the Buyer's request alongside any additional documentation that the Buyer requires. Once such Rectification Plan is agreed between the Parties (without the Buyer limiting its rights) the Supplier must immediately start work on the actions in the Rectification Plan at its own cost.

8 SUPPLIER STAFF

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

- 8.1.1 be appropriately trained and qualified;
- 8.1.2 be vetted in accordance with the Staff Vetting Procedures; and
- 8.1.3 comply with all conduct requirements when on the Buyer's premises.

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

8.4 The Supplier indemnifies the Buyer against all claims brought by any person employed or engaged by the Supplier caused by an act or omission of the Supplier or any Supplier Staff.

8.5 The Buyer indemnifies the Supplier against all claims brought by any person employed or engaged by the Buyer caused by an act or omission of the Buyer or any of the Buyer's employees, agents, consultants and contractors.

8.6 The Supplier shall use those persons nominated (if any) as Key Staff in the Order Form or otherwise notified as such by the Buyer to the Supplier in writing, following agreement to the same by the Supplier to provide the Deliverables and shall not remove or replace any of them unless:

- 8.6.1 requested to do so by the Buyer or the Buyer approves such removal or replacement (not to be unreasonably withheld or delayed);
- 8.6.2 the person concerned resigns, retires or dies or is on parental or long-term sick leave; or
- 8.6.3 the person's employment or contractual arrangement with the Supplier or any Subcontractor is terminated for material breach of contract by the employee.

- 8.7 The Supplier shall ensure that no person who discloses that they have a conviction that is relevant to the nature of the Contract, relevant to the work of the 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.

9 RIGHTS AND PROTECTION

- 9.1 The Supplier warrants and represents that:
- 9.1.1 it has full capacity and authority to enter into and to perform the Contract;
 - 9.1.2 the Contract is entered into by its authorised representative;
 - 9.1.3 it is a legally valid and existing organisation incorporated in the place it was formed;
 - 9.1.4 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;
 - 9.1.5 all necessary rights, authorisations, licences and consents (including in relation to IPRs) are in place to enable the Supplier to perform its obligations under the Contract and the Buyer to receive the Deliverables;
 - 9.1.6 it doesn't have any contractual obligations which are likely to have a material adverse effect on its ability to perform the Contract; and
 - 9.1.7 it is not impacted by an Insolvency Event.
- 9.2 The warranties and representations in clause 3.3 and 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:
- 9.3.1 wilful misconduct of the Supplier, any of its Subcontractor and/or Supplier Staff that impacts the Contract; and
 - 9.3.2 non-payment by the Supplier of any tax or National Insurance.
- 9.4 If the Supplier becomes aware of a representation or warranty made in relation to the Contract 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 for free.

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 Supplier's Existing IPR to enable the Buyer and its sub-licensees to both:

10.1.1 receive and use the Deliverables; and

10.1.2 use the New IP

for the purpose for which the Deliverable or the New IP was developed according to the respective Services or the Work Order.

The termination or expiry of the Contract does not terminate any licence granted under this clause 10.

10.2 Any New IPR created under the Contract is owned by Party creating the New IPR. The Parties hereby give each other a royalty-free, non-exclusive, non-transferable licence to use, copy, and adapt their Existing IPRs and the New IPR for the purpose set out in the respective Work Order or Contract. These licences are sub-licensable to a further contractor or a Subcontractor for the purpose of the Contract, and in that case the contractor or Subcontractor must enter into a confidentiality undertaking with the sub-licensing Party on the same terms as set out in clause 15 (What you must keep confidential). For the sake of clarity, the Parties agree that any Deliverable produced by the Supplier under this Contract may only be used by the Buyer for the purpose of this Contract.

10.3 Unless otherwise agreed in writing, the Supplier and the Buyer will record any New IPR and keep this record updated throughout the Term.

10.4 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.

10.5 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 this clause 10 or otherwise agreed in writing.

10.6 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.

10.7 If an IPR Claim is made or anticipated, the Supplier must at its own option and expense, either:

10.7.1 obtain for the Buyer the rights in clause 10.1 without infringing any third party intellectual property rights; and

- 10.7.2 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.
- 10.7.3 If the Supplier is not able to resolve the IPR Claim to the Buyer's reasonable satisfaction within a reasonable time, the Buyer may give written notice that it terminates the Contract from the date set out in the notice, or where no date is given in the notice, the date of the notice. On termination, the consequences of termination in clauses 11.5.1 shall apply.

10.8 The Supplier shall not use in the Delivery of the Deliverables any Third Party IPR unless:

10.8.1 the Buyer gives its approval to do so; and

10.8.2 one of the following conditions applies:

- 10.8.2.1 the owner or an authorised licensor of the relevant Third Party IPR has granted the Buyer a direct licence that provides the Buyer with the rights in clause 10.1; or
- 10.8.2.2 if the Supplier cannot, after commercially reasonable endeavours, obtain for the Buyer a direct licence to the Third Party IPR as set out in clause 10.8.2.1:
 - (a) the Supplier provides the Buyer with details of the licence terms it can obtain and the identity of those licensors;
 - (b) the Buyer agrees to those licence terms; and
 - (c) the owner or authorised licensor of the Third Party IPR grants a direct licence to the Buyer on those terms; or
- 10.8.2.3 the Buyer approves in writing, with reference to the acts authorised and the specific intellectual property rights involved.

10.9 In spite of any other provisions of the Contract and for the avoidance of doubt, award of this Contract by the Buyer and the ordering of any Deliverable under it, does not constitute an authorisation by the Crown under Sections 55 and 56 of the Patents Act 1977, Section 12 of the Registered Designs Act 1949 or Sections 240 – 243 of the Copyright, Designs and Patents Act 1988.

11 ENDING THE CONTRACT

11.1 The Contract takes effect on the Start Date and ends on the earlier of the Expiry Date 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

11.3.1 The Buyer has the right to terminate the Contract at any time without reason or liability by giving the Supplier not less than 30 days' written notice, and if it's terminated clause 11.6.2 applies.

11.4 When the Buyer can end the Contract

11.4.1 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 and the consequences of termination in Clause 11.5.1 shall apply:

11.4.1.1 there's a Supplier Insolvency Event;

11.4.1.2 the Supplier is in Material Breach of the Contract;

11.4.1.3 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;

11.4.1.4 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;

11.4.1.5 the Supplier or its affiliates embarrass or bring the Buyer into disrepute or diminish the public trust in them; or

11.4.1.6 the Supplier fails to comply with its legal obligations in the fields of environmental, social, equality or employment Law when providing the Deliverables.

11.4.2 If any of the events in 73(1) (a) or (b) of the Regulations happen, the Buyer has the right to immediately terminate the Contract and clauses 11.5.1.2 to 11.5.1.7 apply.

11.5 What happens if the Contract ends

11.5.1 Where the Buyer terminates the Contract under clause 10.9, 11.4, 7.8.2, 28.4.2, or Paragraph 8 of Part B Joint Controller Agreement of Annex 1 – Processing Personal Data (if used), all of the following apply:

11.5.1.1 the Supplier is responsible for the Buyer's reasonable costs of procuring replacement Deliverables for the rest of the term of the Contract;

11.5.1.2 the Buyer's payment obligations under the terminated Contract stop immediately;

11.5.1.3 accumulated rights of the Parties are not affected;

- 11.5.1.4 the Supplier must promptly delete or return the Government Data except where required to retain copies by Law;
- 11.5.1.5 the Supplier must promptly return any of the Buyer's property provided under the Contract;
- 11.5.1.6 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; and
- 11.5.1.7 the Supplier must repay to the Buyer all the Charges that it has been paid in advance for Deliverables that it has not provided as at the date of termination or expiry.

- 11.5.2 The following clauses survive the expiry or termination of the Contract: 1, 4.2.9, 5, 7, 8.4, 10, 11.5, 12, 14, 15, 16, 18, 19, 32.2.2, 36 and 37 and any clauses which are expressly or by implication intended to continue.

11.6 When the Supplier can end the Contract and what happens when the contract ends (Buyer and Supplier termination)

- 11.6.1 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.
- 11.6.2 Where the Buyer terminates the Contract in accordance with clause 11.3 or the Supplier terminates the Contract under clause 11.6 or 23.4:
 - 11.6.2.1 the Buyer must promptly pay all outstanding charges incurred by the Supplier;
 - 11.6.2.2 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; and
 - 11.6.2.3 clauses 11.5.1.2 to 11.5.1.7 apply.
- 11.6.3 The Supplier also has the right to terminate the Contract in accordance with Clauses 20.3 and 23.4.

11.7 Partially ending and suspending the Contract

- 11.7.1 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.
- 11.7.2 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.
- 11.7.3 The Parties must agree (in accordance with clause 25) any necessary variation required by clause 11.7, but the Supplier may not either:
- 11.7.3.1 reject the variation; or
 - 11.7.3.2 increase the Charges, except where the right to partial termination is under clause 11.3.
- 11.7.4 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 100% of the Charges paid or payable to the Supplier.
- 12.2 No Party is liable to the other for:
- 12.2.1 any indirect losses; and/or
 - 12.2.2 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:
- 12.3.1 its liability for death or personal injury caused by its negligence, or that of its employees, agents or Subcontractors;
 - 12.3.2 its liability for bribery or fraud or fraudulent misrepresentation by it or its employees; or
 - 12.3.3 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 8.4, 9.3.2, 10.6, or 32.2.2.
- 12.5 In spite of clause 12.1, the Buyer does not limit or exclude its liability for any indemnity given under clause 8.5.
- 12.6 Notwithstanding clause 12.1, but subject to clauses 12.1 and 12.3, the Supplier's total aggregate liability under clause 14.7.5 shall not exceed the Data Protection Liability Cap.

- 12.7 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.
- 12.8 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, in connection with provision of the Deliverables:
- 13.1.1 is expected to meet and have its Subcontractors meet the standards set out in the Supplier Code of Conduct:
https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/1163536/Supplier_Code_of_Conduct_v3.pdf) as such Code of Conduct may be updated from time to time, and such other sustainability requirements as set out in the Order Form. The Buyer also expects to meet this Code of Conduct;
 - 13.1.2 must comply with the provisions of the Official Secrets Acts 1911 to 1989 and section 182 of the Finance Act 1989;
 - 13.1.3 must support the Buyer in fulfilling its Public Sector Equality duty under section 149 of the Equality Act 2010;
 - 13.1.4 must comply with the model contract terms contained in (a) to (m) of Annex C of the guidance to [PPN 02/23 \(Tackling Modern Slavery in Government Supply Chains\)](#),¹ as such clauses may be amended or updated from time to time; and
 - 13.1.5 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>, as updated from time to time.
- 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 34.

14 DATA PROTECTION AND SECURITY

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

¹ <https://www.gov.uk/government/publications/ppn-0223-tackling-modern-slavery-in-government-supply-chains>

- 14.2 The Supplier must make accessible back-ups of all Government Data, stored in an agreed off-site location and send the Buyer copies via secure encrypted method upon reasonable request.
- 14.3 The Supplier must ensure that any Supplier, Subcontractor, or Subprocessor system holding any Government Data, including back-up data, is a secure system that complies with the security requirements specified in the Order Form or otherwise in writing by the Buyer (where any such requirements have been provided).
- 14.4 If at any time the Supplier suspects or has reason to believe that the Government Data is corrupted, lost or sufficiently degraded, then the Supplier must immediately notify the Buyer and suggest remedial action.
- 14.5 If the Government Data is corrupted, lost or sufficiently degraded so as to be unusable the Buyer may either or both:
- 14.5.1 tell the Supplier to restore or get restored Government Data as soon as practical but no later than 5 Working Days from the date that the Buyer receives notice, or the Supplier finds out about the issue, whichever is earlier; and/or
 - 14.5.2 restore the Government Data itself or using a third party.
- 14.6 The Supplier must pay each Party's reasonable costs of complying with clause 14.5 unless the Buyer is at fault.
- 14.7 The Supplier:
- 14.7.1 must provide the Buyer with all Government Data in an agreed format (provided it is secure and readable) within 10 Working Days of a written request;
 - 14.7.2 must have documented processes to guarantee prompt availability of Government Data if the Supplier stops trading;
 - 14.7.3 must securely destroy all storage media that has held Government Data at the end of life of that media using Good Industry Practice, other than in relation to Government Data which is owned or licenced by the Supplier or in respect of which the Parties are Independent Controllers or Joint Controllers;
 - 14.7.4 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, other than in relation to Government Data which is owned or licenced by the Supplier or in respect of which the Parties are Independent Controllers or Joint Controllers; and
 - 14.7.5 indemnifies the Buyer against any and all losses incurred if the Supplier breaches clause 14 or any Data Protection Legislation.

14.8 The Parties acknowledge that for the purposes of the Data Protection Legislation, the nature of the activity carried out by each of them in relation to their respective obligations under the Contract dictates the status of each party under the DPA 2018. A Party may act as:

- 14.8.1 “Controller” in respect of the other Party who is “Processor”;
- 14.8.2 “Processor” in respect of the other Party who is “Controller”;
- 14.8.3 “Joint Controller” with the other Party;
- 14.8.4 “Independent Controller” of the Personal Data where the other Party is also “Controller”,

in respect of certain Personal Data under the Contract and shall specify in Part A Authorised Processing Template of Annex 1 – Processing Personal Data which scenario they think shall apply in each situation.

14.9 **Where one Party is Controller and the other Party its Processor**

- 14.9.1 Where a Party is a Processor, the only processing that the Processor is authorised to do is listed in Part A Authorised Processing Template of Annex 1 – Processing Personal Data by the Controller and may not be determined by the Processor. The term “processing” and any associated terms are to be read in accordance with Article 4 of the UK GDPR and EU GDPR (as applicable).
- 14.9.2 The Processor must notify the Controller immediately if it thinks the Controller's instructions breach the Data Protection Legislation.
- 14.9.3 The Processor must give all reasonable assistance to the Controller in the preparation of any Data Protection Impact Assessment before starting any processing, which may include, at the discretion of the Controller:
 - 14.9.3.1 a systematic description of the expected processing and its purpose;
 - 14.9.3.2 the necessity and proportionality of the processing operations;
 - 14.9.3.3 the risks to the rights and freedoms of Data Subjects; and
 - 14.9.3.4 the intended measures to address the risks, including safeguards, security measures and mechanisms to protect Personal Data.
- 14.9.4 The Processor must, in relation to any Personal Data processed under this Contract:

- 14.9.4.1 process that Personal Data only in accordance with Part A Authorised Processing Template of Annex 1 – Processing Personal Data unless the Processor is required to do otherwise by Law. If lawful to notify the Controller, the Processor must promptly notify the Controller if the Processor is otherwise required to process Personal Data by Law before processing it.
- 14.9.4.2 put in place appropriate Protective Measures to protect against a Data Loss Event which must be approved by the Controller.
- 14.9.4.3 Ensure that:
- (a) the Processor Personnel do not process Personal Data except in accordance with this Contract (and in particular Part A Authorised Processing Template of Annex 1 – Processing Personal Data);
 - (b) it uses best endeavours to ensure the reliability and integrity of any Processor Personnel who have access to the Personal Data and ensure that they:
 - (i) are aware of and comply with the Processor's duties under this clause 14;
 - (ii) are subject to appropriate confidentiality undertakings with the Processor or any Subprocessor;
 - (iii) 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 Controller or as otherwise allowed by the Contract; and
 - (iv) have undergone adequate training in the use, care, protection and handling of Personal Data.
 - (c) the Processor must not transfer Personal Data outside of the UK and/or the EEA unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:
 - (d) the transfer is in accordance with Article 45 of the UK GDPR (or section 74A of DPA 2018) and/or the transfer is in accordance with Article 45 of the EU GDPR (where applicable); or

- (e) the Controller or the Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with UK GDPR Article 46 or section 75 of the DPA 2018) and/or the transfer is in accordance with Article 46 of the EU GDPR (where applicable) as determined by the Controller which could include relevant parties entering into:
 - (i) where the transfer is subject to UK GDPR:
 - (A) the International Data Transfer Agreement (the “**IDTA**”), as published by the Information Commissioner's Office from time to time under section 119A(1) of the DPA 2018 as well as any additional measures determined by the Controller;
 - (B) the European Commission's Standard Contractual Clauses per decision 2021/914/EU or such updated version of such Standard Contractual Clauses as are published by the European Commission from time to time (“**EU SCCs**”), together with the UK International Data Transfer Agreement Addendum to the EU SCCs (the “**Addendum**”) as published by the Information Commissioner's Office from time to time; and/or
 - (ii) where the transfer is subject to EU GDPR, the EU SCCs, as well as any additional measures determined by the Controller being implemented by the importing party;
 - (f) the Data Subject has enforceable rights and effective legal remedies when transferred;
 - (g) the Processor meets its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
 - (h) the Processor complies with the Controller's reasonable prior instructions about the processing of the Personal Data.
- 14.9.5 The Processor must at the written direction of the Controller, delete or return Personal Data (and any copies of it) to the Controller on termination of the Contract unless the Processor is required by Law to retain the Personal Data.
- 14.9.6 The Processor must notify the Controller immediately if it:

- 14.9.6.1 receives a Data Subject Access Request (or purported Data Subject Access Request);
- 14.9.6.2 receives a request to rectify, block or erase any Personal Data;
- 14.9.6.3 receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
- 14.9.6.4 receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Contract;
- 14.9.6.5 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; and
- 14.9.6.6 becomes aware of a Data Loss Event.
- 14.9.7 Any requirement to notify under clause 14.9.6 includes the provision of further information to the Controller in stages as details become available.
- 14.9.8 The Processor must promptly provide the Controller with full assistance in relation to any Party's obligations under Data Protection Legislation and any complaint, communication or request made under clause 14.9.6. This includes giving the Controller:
 - 14.9.8.1 full details and copies of the complaint, communication or request;
 - 14.9.8.2 reasonably requested assistance so that it can comply with a Data Subject Access Request within the relevant timescales in the Data Protection Legislation;
 - 14.9.8.3 any Personal Data it holds in relation to a Data Subject on request;
 - 14.9.8.4 assistance that it requests following any Data Loss Event; and
 - 14.9.8.5 assistance that it requests relating to a consultation with, or request from, the Information Commissioner's Office or any other regulatory authority.
- 14.9.9 The Processor must maintain full, accurate records and information to show it complies with this clause 14. This requirement does not apply where the Processor employs fewer than 250 staff, unless either the Controller determines that the processing:
 - 14.9.9.1 is not occasional;
 - 14.9.9.2 includes special categories of data as referred to in Article 9(1) of the UK GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the UK GDPR; or

14.9.9.3 is likely to result in a risk to the rights and freedoms of Data Subjects.

14.9.10 The Parties shall designate a Data Protection Officer if required by the Data Protection Legislation.

14.9.11 Before allowing any Subprocessor to process any Personal Data, the Processor must:

14.9.11.1 notify the Controller in writing of the intended Subprocessor and processing;

14.9.11.2 obtain the written consent of the Controller;

14.9.11.3 enter into a written contract with the Subprocessor so that this clause 14 applies to the Subprocessor; and

14.9.11.4 provide the Controller with any information about the Subprocessor that the Controller reasonably requires.

14.9.12 The Processor remains fully liable for all acts or omissions of any Subprocessor.

14.9.13 The Parties agree to take account of any guidance issued by the Information Commissioner's Office or any other regulatory authority.

14.10 Joint Controllers of Personal Data

14.10.1 In the event that the Parties are Joint Controllers in respect of Personal Data under the Contract, the Parties shall implement paragraphs that are necessary to comply with UK GDPR Article 26 based on the terms set out in Part B Joint Controller Agreement of Annex 1 – Processing Personal Data.

14.11 Independent Controllers of Personal Data

14.11.1 In the event that the Parties are Independent Controllers in respect of Personal Data under the Contract, the terms set out in Part C Independent Controllers of Annex 1 – Processing Personal Data shall apply to this Contract.

15 WHAT YOU MUST KEEP CONFIDENTIAL

15.1 Each Party must:

15.1.1 keep all Confidential Information it receives confidential and secure;

15.1.2 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; and

15.1.3 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:
- 15.2.1 where disclosure is required by applicable Law if the recipient Party notifies the disclosing Party of the full circumstances, the affected Confidential Information and extent of the disclosure;
 - 15.2.2 if the recipient Party already had the information without obligation of confidentiality before it was disclosed by the disclosing Party;
 - 15.2.3 if the information was given to it by a third party without obligation of confidentiality;
 - 15.2.4 if the information was in the public domain at the time of the disclosure;
 - 15.2.5 if the information was independently developed without access to the disclosing Party's Confidential Information;
 - 15.2.6 on a confidential basis, to its auditors or for the purposes of regulatory requirements;
 - 15.2.7 on a confidential basis, to its professional advisers on a need-to-know basis; and
 - 15.2.8 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 shall remain responsible at all times for compliance with the confidentiality obligations set out in this Contract by the persons to whom disclosure has been made.
- 15.4 The Buyer may disclose Confidential Information in any of the following cases:
- 15.4.1 on a confidential basis to the employees, agents, consultants and contractors of the Buyer;
 - 15.4.2 on a confidential basis to any Crown Body, any successor body to a Crown Body or any company that the Buyer transfers or proposes to transfer all or any part of its business to;
 - 15.4.3 if the Buyer (acting reasonably) considers disclosure necessary or appropriate to carry out its public functions;
 - 15.4.4 where requested by Parliament; and
 - 15.4.5 under clauses 5.6 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 Transparency Information, and 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 endeavours 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 In accordance with a reasonable timetable and in any event within 5 Working Days of a request from the Buyer, the Supplier must give the Buyer full co-operation and information needed so the Buyer can:
- 16.2.1 comply with any Request For Information
 - 16.2.2 if the Contract has a value over the relevant threshold in Part 2 of the Regulations, comply with any of its obligations in relation to publishing Transparency Information.
- 16.3 To the extent that it is allowed and practical to do so, the Buyer will use reasonable endeavours to notify the Supplier of a Request For Information and 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 in its absolute discretion.

17 INSURANCE

- 17.1 The Supplier shall ensure it has adequate insurance cover for this Contract.

18 INVALID PARTS OF THE CONTRACT

- 18.1 If any provision or part-provision of this Contract is or becomes invalid, illegal or unenforceable for any reason, such provision or part-provision shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Contract. The provisions incorporated into the Contract are the entire agreement between the Parties. The Contract replaces all previous statements, or agreements whether written or oral. No other provisions apply.

19 OTHER PEOPLE'S RIGHTS IN THE CONTRACT

- 19.1 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:
- 20.1.1 provides written notice to the other Party; and
 - 20.1.2 uses all reasonable measures practical to reduce the impact of the Force Majeure Event.
- 20.2 Any failure or delay by the Supplier to perform its obligations under the Contract that is due to a failure or delay by an agent, Subcontractor and/or Supplier Staff will only be considered a Force Majeure Event if that third party is itself prevented from complying with an obligation to the Supplier due to a Force Majeure Event.
- 20.3 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 and the consequences of termination in Clauses 11.5.1.2 to 11.5.1.7 shall apply.
- 20.4 Where a Party terminates under clause 20.3:
- 20.4.1 each Party must cover its own losses; and
 - 20.4.2 clauses 11.5.1.2 to 11.5.1.7 apply.

21 RELATIONSHIPS CREATED BY THE CONTRACT

- 21.1 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

- 22.1 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, novate or in any other way dispose of the Contract or any part of it 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.

24 SUPPLY CHAIN

- 24.1 The Supplier cannot sub-contract the Contract or any part of it without the Buyer's prior written consent. The Supplier shall provide the Buyer with the name of any Subcontractor the Supplier proposes to engage for the purposes of the Contract. The decision of the Buyer to consent or not will not be unreasonably withheld or delayed. If the Buyer does not communicate a decision to the Supplier within 10 Working Days of the request for consent then its consent will be deemed to have been given. The Buyer may reasonably withhold its consent to the appointment of a Subcontractor if it considers that:
- 24.1.1 the appointment of a proposed Subcontractor may prejudice the provision of the Deliverables or may be contrary to its interests;
 - 24.1.2 the proposed Subcontractor is unreliable and/or has not provided reliable goods and or reasonable services to its other customers; and/or
 - 24.1.3 the proposed Subcontractor employs unfit persons.
- 24.2 If the Buyer asks the Supplier for details about Subcontractors, the Supplier must provide details of all such Subcontractors at all levels of the supply chain including:
- 24.2.1 their name;
 - 24.2.2 the scope of their appointment; and
 - 24.2.3 the duration of their appointment.
- 24.3 The Supplier must exercise due skill and care when it selects and appoints Subcontractors.
- 24.4 For Sub-Contracts in the Supplier's supply chain entered into wholly or substantially for the purpose of performing or contributing to the performance of the whole or any part of this Contract:
- 24.4.1 where such Sub-Contracts are entered into after the Start Date, the Supplier will ensure that they all contain provisions that; or
 - 24.4.2 where such Sub-Contracts are entered into before the Start Date, the Supplier will take all reasonable endeavours to ensure that they all contain provisions that:
 - 24.4.2.1 allow the Supplier to terminate the Sub-Contract if the Subcontractor fails to comply with its obligations in respect of environmental, social, equality or employment Law;

- 24.4.2.2 require the Supplier to pay all Subcontractors in full, within 30 days of receiving a valid, undisputed invoice; and
- 24.4.2.3 allow the Buyer to publish the details of the late payment or non-payment if this 30-day limit is exceeded.

24.5 At the Buyer's request, the Supplier must terminate any Sub-Contracts in any of the following events:

- 24.5.1 there is a change of control within the meaning of Section 450 of the Corporation Tax Act 2010 of a Subcontractor which isn't pre-approved by the Buyer in writing;
- 24.5.2 the acts or omissions of the Subcontractor have caused or materially contributed to a right of termination under Clause 11.4;
- 24.5.3 a Subcontractor or its Affiliates embarrasses or brings into disrepute or diminishes the public trust in the Buyer;
- 24.5.4 the Subcontractor fails to comply with its obligations in respect of environmental, social, equality or employment Law; and/or
- 24.5.5 the Buyer has found grounds to exclude the Subcontractor in accordance with Regulation 57 of the Regulations.

24.6 The Supplier is responsible for all acts and omissions of its Subcontractors and those employed or engaged by them as if they were its own.

25 CHANGING THE CONTRACT

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

26 HOW TO COMMUNICATE ABOUT THE CONTRACT

26.1 All notices under the Contract must be in writing and are considered effective on the Working Day of delivery as long as they're delivered before 5:00pm on a Working Day. Otherwise the notice is effective on the next Working Day. An email is effective at 9am on the first Working Day after sending unless an error message is received.

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

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

27 DEALING WITH CLAIMS

- 27.1 If a Beneficiary becomes aware of any Claim, then it must notify the Indemnifier as soon as reasonably practical.
- 27.2 at the Indemnifier's cost the Beneficiary must:
- 27.2.1 allow the Indemnifier to conduct all negotiations and proceedings to do with a Claim;
 - 27.2.2 give the Indemnifier reasonable assistance with the Claim if requested; and
 - 27.2.3 not make admissions about the Claim without the prior written consent of the Indemnifier which cannot be unreasonably withheld or delayed.
- 27.3 The Beneficiary must:
- 27.3.1 consider and defend the Claim diligently and in a way that does not damage the Beneficiary's reputation; and
 - 27.3.2 not settle or compromise any Claim without the Beneficiary's prior written consent which it must not unreasonably withhold or delay.

28 PREVENTING FRAUD, BRIBERY AND CORRUPTION

- 28.1 The Supplier shall not:
- 28.1.1 commit any criminal offence referred to in 57(1) and 57(2) of the Regulations; or
 - 28.1.2 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.
- 28.2 The Supplier shall take all reasonable endeavours (including creating, maintaining and enforcing adequate policies, procedures and records), in accordance with Good Industry Practice, to prevent any matters referred to in clause 28.1 and any fraud by the Supplier 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.
- 28.3 If the Supplier notifies the Buyer as required by clause 28.2, the Supplier must respond promptly to their further enquiries, co-operate with any investigation and allow the Audit of any books, records and relevant documentation.

28.4 If the Supplier or the Supplier Staff engages in conduct prohibited by clause 28.1 or commits fraud in relation to the Contract or any other contract with the Crown (including the Buyer) the Buyer may:

28.4.1 require the Supplier to remove any Supplier Staff from providing the Deliverables if their acts or omissions have caused the default; and

28.4.2 immediately terminate the Contract and the consequences of termination in Clause 11.5.1 shall apply.

29 EQUALITY, DIVERSITY AND HUMAN RIGHTS

29.1 The Supplier must follow all applicable employment and equality Law when they perform their obligations under the Contract, including:

29.1.1 protections against discrimination on the grounds of race, sex, gender reassignment, religion or belief, disability, sexual orientation, pregnancy, maternity, age or otherwise; and

29.1.2 any other requirements and instructions which the Buyer reasonably imposes related to equality Law.

29.2 The Supplier must use all reasonable endeavours, 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.

30 HEALTH AND SAFETY

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

30.1.1 all applicable Law regarding health and safety; and

30.1.2 the Buyer's current health and safety policy while at the Buyer's premises, as provided to the Supplier.

30.2 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.

31 ENVIRONMENT AND SUSTAINABILITY

31.1 In performing its obligations under the Contract, the Supplier shall, to the reasonable satisfaction of the Buyer:

- 31.1.1 meet, in all material respects, the requirements of all applicable Laws regarding the environment; and
- 31.1.2 comply with its obligations under the Buyer's current environmental policy, which the Buyer must provide, and make Supplier Staff aware of such policy.

32 TAX

- 32.1 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.
- 32.2 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 Contract, the Supplier must both:
 - 32.2.1 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; and
 - 32.2.2 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 Term in connection with the provision of the Deliverables by the Supplier or any of the Supplier Staff.
- 32.3 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 requirements that:
 - 32.3.1 the Buyer may, at any time during the term of the Contract, request that the Worker provides information which demonstrates they comply with clause 32.2, or why those requirements do not apply, the Buyer can specify the information the Worker must provide and the deadline for responding;
 - 32.3.2 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;
 - 32.3.3 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 32.2 or confirms that the Worker is not complying with those requirements; and
 - 32.3.4 the Buyer may supply any information they receive from the Worker to HMRC for revenue collection and management.

33 CONFLICT OF INTEREST

- 33.1 The Supplier must take action to ensure that neither the Supplier nor the Supplier Staff are placed in the position of an actual, potential or perceived Conflict of Interest.
- 33.2 The Supplier must promptly notify and provide details to the Buyer if an actual, potential or perceived Conflict of Interest happens or is expected to happen.
- 33.3 The Buyer will consider whether there are any appropriate measures that can be put in place to remedy an actual, perceived or potential Conflict of Interest. If, in the reasonable opinion of the Buyer, such measures do not or will not resolve an actual or potential conflict of interest, the Buyer may terminate the Contract immediately by giving notice in writing to the Supplier where there is or may be an actual or potential Conflict of Interest and Clauses 11.5.1.2 to 11.5.1.7 shall apply.

34 REPORTING A BREACH OF THE CONTRACT

- 34.1 As soon as it is aware of it the Supplier and Supplier Staff must report to the Buyer any actual or suspected breach of Law, clause 13.1, or clauses 27 to 33.
- 34.2 The Supplier must not retaliate against any of the Supplier Staff who in good faith reports a breach listed in clause 34.1 to the Buyer or a Prescribed Person.

35 FURTHER ASSURANCES

- 35.1 Each Party will, at the request and cost of the other Party, do all things which may be reasonably necessary to give effect to the meaning of this Contract.

36 RESOLVING DISPUTES

- 36.1 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 by commercial negotiation.
- 36.2 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 36.3 to 36.5.
- 36.3 Unless the Buyer refers the dispute to arbitration using clause 36.4, the Parties irrevocably agree that the courts of England and Wales have exclusive jurisdiction. :

- 36.4 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.
- 36.5 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 36.3, 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 36.4.
- 36.6 The Supplier cannot suspend the performance of the Contract during any dispute.

37 WHICH LAW APPLIES

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

V. Annex 1 – Processing Personal Data

Part A

Authorised Processing Template

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

The contact details of the Controller's Data Protection Office are: *****Redacted*****

The contact details of the Processor's Data Protection Officer are: *****Redacted*****

The Processor shall comply with any further written instructions with respect to processing by the Controller.

Any such further instructions shall be incorporated into this Annex.

Description of authorised processing	Details
Identity of Controller and Processor / Independent Controllers / Joint Controllers for each category of Personal Data	Controller: The Valuation Office Agency Processor: Eunioa
Subject matter of the processing	Contact Details and any data supplied by the VOA.
Duration of the processing	Duration of this Contract
Nature and purposes of the processing	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. The purpose is the processing of Staff and other data for the provision of the services outlined in this contract.
Type of Personal Data being processed	Examples here include name, address, date of birth, telephone number, images, etc.

Categories of Data Subject	Examples include staff (including volunteers, agents, and temporary workers), customers/ clients, suppliers, members of the public, etc.
Plan for return and destruction of the data once the processing is complete UNLESS requirement under law to preserve that type of data	The data shall be destroyed immediately upon termination and/or expiry of the contract and evidence of the destruction served to the VOA.
Locations at which the Supplier and/or its Subcontractors process Personal Data under this Contract and International transfers and legal gateway	UK
Protective Measures that the Supplier and, where applicable, its Subcontractors have implemented to protect Personal Data processed under this Contract against a breach of security (insofar as that breach of security relates to data) or a Data Loss Event	

Part B**Joint Controller Agreement**

Not used.

Part C**Independent Controllers**

Not used.

VI. Annex 2 – Specification

As per the Buyers Invitation to Tender Document – issued 21st February 2025, as embedded below:



VOA-2024-045 - ITT
Final Issued.pdf



**Valuation Office
Agency**

INVITATION TO TENDER SPECIFICATION

**Professional Services in support of
Digital Transformation & Policy Reform**

VOA/2024/045

1. INTRODUCTION

- 1.1. The Valuation Office Agency (VOA) is an executive agency of His Majesty's Revenue and Customs (HMRC). As the public sector's property valuation experts, we provide valuations and property advice to the government and local authorities in England, Scotland and Wales to support taxation and targeted financial support for families and individuals. The VOA also provides property valuation and surveying services to public sector bodies. Its work includes:
- 1.1.1. compiling and maintaining lists of council tax bands for approximately 26 million domestic properties;
 - 1.1.2. compiling and maintaining lists detailing the rateable value of over 2 million commercial properties for business rates;
 - 1.1.3. determining Local Housing Allowance rates across England;
 - 1.1.4. advising local authorities of the maximum subsidy level payable for Housing Benefit claims under the local reference rent system;
 - 1.1.5. maintaining a register of fair rents for regulated tenancies in England;
 - 1.1.6. providing statutory valuations to support taxes administered by HMRC and the administration of benefits by the Department for Work and Pensions; and
 - 1.1.7. providing a range of independent property advice and valuations across the public sector.
- 1.2. Please see www.voa.gov.uk for further details.
- 1.3. The Agency provides services for different types of customers including:
- 1.3.1. Occupiers and owners across non-domestic and domestic properties, who may not appoint a representative or trusted helper to interact on their behalf;
 - 1.3.2. Billing Authorities – when they engage with a VOA service or act as an intermediary on behalf of customers;
 - 1.3.3. Other public bodies – who require valuations or property advice from the VOA to carry out their functions.
- 1.4. Our vision is to be a world leading provider of public sector valuations. Our strategic objectives are to:
- 1.4.1. Provide trusted property valuations efficiently.
 - 1.4.2. Deliver an excellent customer experience.
 - 1.4.3. Be a great place to work.

2. BACKGROUND – The Digital Transformation & Policy Reform

- 2.1. At the VOA we are re-designing and simplifying our core business processes, while also implementing new, more flexible data structures and technology systems to support those processes.
- 2.2. This work is necessary to meeting our commitment to delivering more regular business rates revaluations. This will increase the volume of work we face and our corresponding cost base, requiring significant changes to the way we operate to increase our productivity and continue to meet our customers' quality and timeliness expectations.
- 2.3. We currently face constraints in our ability to drive operational efficiencies in our existing processes; while our legacy technology is useful in its core functions, it does not give us the flexibility needed to make significant changes to the way we work.
- 2.4. In order to cut costs and deliver on public commitments, we need to modernise our business by driving key operational efficiencies, simplifying our core processes, and fundamentally transforming the way we operate at the organisational level.
- 2.5. This programme of work is focusing on a top-down re-design of our business systems without initial reference to existing process, responding to our current strategic and legal context.
- 2.6. Such a transformation will enable us to better utilise our experienced resource, by removing a reliance on administrative processing and information-entry and will allow staff to focus their time and skills on key valuation activities.
- 2.7. The Multiple Programmes began as early as 2019 and are in various phases. The latest programme end date is expected to be 2029.
- 2.8. VOA's digital delivery is managed by HMRC's CDIO and is not included in the scope of this requirement (except insofar as the partner will be expected to support the VOA in co-ordinating and managing across all programme workstreams and leads). CDIO have appointed a new main delivery partner, to support the build, configuration and implementation of the technical products, platforms and services that will underpin the VOA's future business architecture and operating model.

3. REQUIREMENT

- 3.1. Due to the scale and complexity of this Programme in relation to the Agency, the VOA

recognises the need for external provision of capacity and capability to support delivery and is seeking an experienced Supplier to provide core programme delivery functions.

- 3.2. The Supplier will complement existing VOA internal capabilities and work closely alongside existing VOA teams in a blended resource approach. Knowledge sharing, and skills developments of that internal resource will be a key objective.
- 3.3. The Supplier will be expected to task manage resources from within the VOA as well as take a leadership role with other programme resources.
- 3.4. The Supplier will support the Programme Director and may be asked to provide day to day programme management.
- 3.5. The Supplier must be able to:
 - Understand and apply both waterfall and Agile delivery methodologies
 - Apply quality management principles and processes
 - Apply risk assessment and management principles and processes
 - Network effectively, negotiate well and influence people
 - Broker relationships with stakeholders within and outside the Programme
 - Be aware of the broader perspective and how it affects the Programme
 - Understand the technical delivery and identify and resolve challenges as they emerge

Scope

- 3.6. The Supplier will be able to lead on:
 - 3.6.1. Running the day-to-day operations of the programme with senior programme management skill.
 - 3.6.2. Advising on the necessary programme resources required and assisting in the procurement and management of them.
 - 3.6.3. Assuring and advising on necessary Agile programme infrastructure (meetings, artefacts, backlogs) to enable the successful delivery of the programme.
 - 3.6.4. Assisting the programme director in their commercial activity to procure necessary resources and managing their performance, including oversight of the delivery partner.
 - 3.6.5. In line with VOA Transformation Team practices, ensuring the Programme Management Office assures adherence to VOA, HMRC, CDIO and Cabinet Office

standards and expectations.

- 3.6.6. Advise on Programme Governance including the facilitation of a BST Steering Group, reporting as required by the VOA Transformation Team through to VOA and HMRC ExCom.
- 3.6.7. Supporting the Programme Director in the production of Business Case, updates.
- 3.6.8. Assisting in key stakeholder engagement.
- 3.6.9. Regularly assuring delivery confidence and keeping the SRO and Programme Director updated.
- 3.6.10. Assuring that a full benefits realisation plan is in place and benefits are delivered and tracked.
- 3.6.11. Advice on Governance of business requirements management and facilitation of the Programme Design Authority to ensure auditability and traceability of decisions on business architecture and implications on strategy, operations, organisation and technology. The Partner will support the appraisal of options and submission for approval.
- 3.6.12. Advice on management (CRAIDD) across the Programme and assurance that relevant controls and mitigation plans are in place and reported against.
- 3.6.13. Assisting in problem resolution and dispute management against anything that would hinder delivery of VOA programmes.
- 3.6.14. Assuring continued join-up of all teams engaged on VOA programmes
- 3.6.15. Across all work areas, transfer skills and expertise to VOA and HMRC resources, specifically offering regular Agile training sessions for key staff.
- 3.6.16. Providing assurance / review of governance and adherence to ways of working, quality of planning and reporting.

4. The Service

- 4.1. As Client Side support the Supplier shares collaborative responsibility for the programme's effective delivery. In line with the specification the Supplier is expected to provide effective support in brokering relationships with internal and external stakeholders and take a leadership role with other programme resources. The supplier will remain the lead on assisting the Programme Director with managing the performance of programme resources, including oversight of the delivery partner. Any responsibilities individuals may

have been engaged in prior to their employment by Eunoia have ceased and the focus of services delivered within this variation are solely in relation to the scope of BST and the services Eunoia are engaged to deliver.

Service Governance

- 4.2. The Supplier will provide Service Governance and capacity planning via the Delivery Director. The Delivery Director will act as a single point of contact for the Head of Commercial and the BST Programme Director. This role will be the escalation point for factors affecting the delivery of the services and will also act as the point of contact for any changes to requirements or priorities. The Delivery Director, or their delegate, will provide a report relating to these services at a monthly service review meeting. This monthly meeting will formalise any variations to the requirements agreed upon via regular contact and discussion.

Methodology

- 4.3. In line with Cabinet Office GDS standards, the Programme will leverage an Agile delivery methodology, through creation of alpha, beta and production across defined services, products and platforms. These services and products will be owned by the business with teams made up of VOA Business, CDIO Civil Servants and selected partners.
- 4.4. The nature of this requirement demands close working between the Supplier and key VOA stakeholders – notably the SRO and Programme Director - and the need for the Supplier to maintain a detailed overview of the activities of a wider group of engaged stakeholders and contributors. While it is for tenderers to propose their solution, as an indication of the client's current expectation, it is anticipated that the total resource deployment of the Supplier's resources will be 4 full time equivalent resources.
- 4.5. SC Security Clearance will be preferred, or a sufficient level to allow required access to VOA system, IT and data.

5. PERFORMANCE MANAGEMENT

- 5.1. As a minimum we would expect to be provided with a weekly highlight report from the Supplier summarising % complete versus % forecast progress against agreed products/ milestones, any risks to successful delivery and proposed mitigations, and a financial

summary of costs incurred and projected out-turn.

- 5.2. The Supplier will be required to work closely with, and co-ordinate the efforts of, multiple delivery partners. It is expected that this relationship will be collaborative in nature, and acceptance of produced products will be contingent on agreement of the Programme Director. The Supplier will be required to give a weekly report to the Programme Manager SRO or other key stakeholder as nominated by the VOA.
- 5.3. Delivering against key programme milestones as set out in the business case and key updates to programme board.
- 5.4. The nature of the work and programme team will require a hybrid approach to working (virtual and in person delivery).
- 5.5. The primary locations for delivery of the services will be VOA offices at: 10 South Colonnade, Canary Wharf, London E14 5EA. As part of the delivery, for example to conduct stakeholder workshops and meetings, it may be necessary for the Service Provider to travel to other VOA sites.

6. TIMETABLE

- 6.1. Please see below an indicative timetable to outline delivery of the tender.

21st February 2025	Publication of ITT.
21st February 2025	Clarification period starts.
3 pm 26th February 2025	Clarification period closes (" Tender Clarifications Deadline ").
27th February 2025	Clarification responses to be provided by the Authority
3 pm 3rd March 2025	Deadline for submission of a Tender to the Authority Contract (" Tender Submission Deadline ").
3rd March 2025	Tender compliance checks
W/c 3rd March 2025	Evaluation Process
w/c 14th March 2025	Proposed Award Date of Contract.

7. CONTRACT TERM

- 7.1. This contract will be let for 12 months.

- 7.2. The initial contract term will be to **31 March 2026**
- 7.3. The VOA will reserve the right to terminate the contract at any stage of this requirement.
- 7.4. The Supplier shall provide a detailed 4 week handover to the VOA prior to leaving this appointment.

8. VOA CONTRACT MANAGER DETAILS

- 8.1. The BST Programme Director will be responsible for the day to day management of the contract.
- 8.2. The VOA reserves the right to appoint an alternative Contract Manager at any given point throughout the duration of the contract.
- 8.3. The Supplier will be required to appoint a Contract Manager to serve as the VOA's point of contact within the organisation.

9. PAYMENT TERMS

- 9.1. Payments will be made on the basis of days worked each month following commencement of the contract and dependent on satisfactory delivery. Invoices should be provided within one month of VOA approval of deliverables. Payments will be made via an electronic payments system following receipt of a valid invoice issued against a purchase order from the client.

10. TERMS AND CONDITIONS

- 10.1. VOA Short Form Contract Terms and Conditions shall apply



Short%20Form%20C
ontract%20for%20the

11. EVALUATION

QUALITY CRITERIA (this will form 70% of the evaluation)

11.1. Aims, Objectives, and Risks (20%)

Tenderers should summarise their understanding of the challenges that the client faces in successfully delivering the Programme and outline the role of the Client-Side Partner in supporting the client and in mitigating risks to successful delivery of the client's overall objectives.

Max word count 500

11.2. **Methodology and resource deployment (20%)**

Tenderers should outline their proposed approach to providing the services and provide evidence of their ability to deliver in the environment as described.

- Evidence should include application of Waterfall and Agile delivery methodologies; Quality Management principles and processes; Risk Assessment principles and processes; stakeholder management and communication planning.
- Evidence should also include ability to advise with authority within the public sector policy environment as described in the specification, including application of existing best practice and controls.
- The response should explain how the Partner will identify and provide access to the range of skilled practitioners and/or experts referenced in their response, particularly where these may rest outside of the key./core personnel.

Max word count 1000

11.3. **Individual capability and suitability (20%)**

Tenderers should provide a CV for all personnel who will be spending equal to or more than 4 x FTE currently already working fte on delivery of the contract and outline their experience relevant to the role they will play in delivering this requirement.

Please also confirm the security clearance level of the individual.

Max word count - equivalent of one side of A4 for each CV

11.4. **Social Value (10%)**

Social Value legislation places a legal requirement on all public bodies to consider the additional social, economic, and environmental benefits that can be realised for individuals and communities through commissioning and procurement activity, and, in Scotland, to deliver them. These benefits are over and above the core deliverables of contracts.

- Social Value Act Introduction: <https://www.gov.uk/government/publications/social-value-act-introductory-guide>

- Updated Social Value Procurement Policy Note:

<https://www.gov.uk/government/publications/procurement-policy-note-0620-taking-account-of-social-value-in-the-award-of-central-government-contracts>

The VOA will continue to monitor these Social Value Commitments throughout the Call-Off Contract duration.

Bidders should submit a copy of their organisational Social Value Statement.

Max wordcount 500. Text within drawings and graphs is not included in word count.

PRICING (This will form 30% of the evaluation)

Prices should be submitted in pounds Sterling inclusive of any expenses but exclusive of VAT.

Please provide a Day Rate on an 8 hour day for the duration of this contract, considering that the total duration of this contract will be for a minimum of 12 x months.

Resource Name	Role	Number of Days	Rate per Day	Total Charge

While it is for tenderers to propose their solution, as an indication of the VOA's current expectation, it is anticipated that the total resource deployment of the Supplier's resources will be 4 x full time equivalent working level resources (max), 100% for the first 3 x months of the contract, thereafter, will be subject to formal agreement between the VOA Contract Manager and the Supplier.

The maximum indicative contract value is set at £500,000:00 (ex VAT), which cannot be breached. The VOA makes no guarantee on this figure.

Please note that Travel undertaken must comply with VOA Travel Policies and reimbursements will only be made in accordance with Travel rates and approvals.

Any recommendations tenderers make in their proposal outside of this specification should be costed for separately.

Please provide full details of any discounts on offer to the VOA that will support VFM efficiency and cost savings, in the delivery of the specified requirements.

12. SCORING QUALITY (70%)

- 12.1. Scores will be allocated for each quality question in line with the scoring scheme located in Appendix A. The maximum available score will be 100.
- 12.2. Tenderers will be evaluated on which is the most economically advantageous. This will be judged on the basis of assessment of proposals (supplemented where relevant by discussion at interview).
- 12.3. Interviews, if used, will be for clarification and confirmation only. Judgements will be against the quality criteria set against overall cost (excluding VAT) with relative weighting as detailed.

13. SCORING PRICE (30%)

- 13.1. The VOA reserves the right to reject a bidder's entire tender submission where the cost submission is either incomplete or contains erroneous information.
- 13.2. The lowest cost received for the activity (excluding any cost deemed abnormally low and rejected under paragraph 13.3 (below) will score maximum marks in this section and will be used as the benchmark for other bids to be compared against. The following formula will be used to calculate the cost score for each bidder:

$$\begin{aligned} & \text{(Lowest Cost Submitted / Bidder Cost Submission)} \times \text{Cost Weighting \%} \\ & = \text{Bidder Score For Cost Section} \end{aligned}$$

- 13.3. The VOA may challenge any tender that it deems to appear abnormally low and reserves the right to reject such tenders in line with Regulation 69 of PCR 2015.

14. TOTAL OVERALL SCORING 100% (QUALITY 80% & PRICE (20%))

- 14.1. Following the evaluation process, each tenderer's total quality and cost scores will be combined, giving the bidder a total score out of 100%. The successful supplier will be the tenderer who achieves the highest score (subject to the tenderer meeting all minimum requirements, not being eliminated for any other reason and passing any financial due diligence checks).

15. TENDER QUERIES

Tenderers with any queries about this specification should contact *****Redacted***** by email before **3pm 26th February 2025** with the subject title **"VOA/2024/045: Professional Services in support of Digital Transformation & Policy Reform"**

16. TENDER SUBMISSION

- 16.1. You should send a PDF and also a Word copy electronic copy of your proposal by e-mail to *****Redacted***** , as an attachment to an e-mail message entitled **"VOA/2024/045: Professional Services in support of Digital Transformation & Policy Reform"**. Tender to arrive no later than **3pm 3rd March 2025** (unless the date is subsequently amended in writing by the VOA).
- 16.2. Please note that email messages with this title will not be opened in advance of that deadline. No hard copies of the tender are required.

Appendix A

Score	'Closed' Question Criteria	'Open' Question Criteria
100	Excellent answer which meets all of the requirements and provides all of the required detail.	An excellent response that: <ul style="list-style-type: none"> • is completely relevant, addressing all of the requirements; • demonstrates an excellent understanding of the requirements, is comprehensive, robust and unambiguous; • provides highly credible supporting evidence, benefits or innovation; and/or • meets the requirements in all aspects, with no ambiguity or weaknesses identified and no clarification required.
80	Good answer which meets all of the requirements but lacks some minor detail	A good response that: <ul style="list-style-type: none"> • is highly relevant, addressing all of the requirements; • demonstrates a good understanding of the requirements and is comprehensive; • provides supporting evidence of sufficient detail; and/or • meets the requirements in all aspects, but contains minor weaknesses or a small amount of ambiguity.
60	Satisfactory answer, which meets the requirements in many aspects, but fails to provide sufficient detail in some areas.	A satisfactory response that: <ul style="list-style-type: none"> • is relevant, addressing most or all of the requirements; • demonstrates a satisfactory understanding of the requirements; • provides supporting evidence but lacks detail in some areas; and/or • meets the requirements in most aspects, but contains manageable weaknesses or some ambiguity and may require some
40	Limited answer which satisfies some aspects of the requirements, but fails to meet the specification in the whole.	A limited response that: <ul style="list-style-type: none"> • is mostly relevant, addressing most of the requirements; • demonstrates a limited understanding of the requirements; • provides supporting evidence but lacks detail in some or most areas; and/or • contains weaknesses or ambiguity which suggest that the requirements would not be met unless clarified.
20	Poor answer which significantly fails to meet the requirements.	A poor response that: <ul style="list-style-type: none"> • is only partially relevant, addressing some of the requirements; • demonstrates a poor understanding of the requirements; • provides supporting evidence that is of limited/insufficient detail or explanation; and/or

Score	'Closed' Question Criteria	'Open' Question Criteria
		<ul style="list-style-type: none"> contains multiple and/or significant weaknesses or ambiguity that suggest the requirements would not be met.
0	<p>The response is not considered relevant.</p> <p>The response is unconvincing, flawed or otherwise unacceptable.</p> <p>Response fails to demonstrate an understanding of the requirement.</p> <p>No evidence is provided to support the response.</p> <p>Or nil response.</p>	<p>An unacceptable response that:</p> <ul style="list-style-type: none"> is not fully relevant, addressing some or none of the requirements; demonstrates very limited or no understanding of the requirements; provides little or no supporting evidence that is of insufficient detail or explanation; and/or is unconvincing, flawed or otherwise inadequate, suggesting that the requirements will not be met. <p>Or nil response.</p>

ITT Q & A

Question 1. Section 3.6.6 - Our assumption is the service is programme agnostic? Point 3.6.6. refers to BST which is correct for the Steering Group. For the avoidance of doubt Makarand and Alex Glass specifically, are currently providing services wider than to the BST programme and we assume the new agreement does not limit / remove this.

VOA Response [Yes that is a correct assumption.](#)

Question 2. Section 4.1 - Our assumption is the assistance is for the Programme Director, and is not deputising and backfilling any delivery roles for the main delivery partner. Is this correct?

VOA Response [Yes that is correct.](#)

Question 3. Section 4.1 - The service appears to be “solely in relation to the scope of BST....”. Is this correct as it would seemingly negate support to any other Programme e.g. NGR? Currently Makarand is full-time on NGR and Alex provides part time assistance, and our assumption is that service provision to the NGR Programme will potentially increase from services provided today.

VOA Response. [Assumption is correct. Services are not solely in the scope of BST.](#)

Question 4. Section 4.5 – All staff are BPSS cleared. I believe SC level may be higher which we do not currently have in place. If SC clearance is needed, we will need to investigate the process and time needed. Can you confirm whether BPSS level is sufficient?

VOA Response [BPSS is sufficient.](#)

Question 5. Section 5.1 - Is this a necessary expectation of the service being provided as it will put an additional burden on the Buyer to agree products / milestones to measure against on a weekly and monthly basis? If this is a requirement, then we would see the setting of clear products / milestones as a dependency on VOA in order for us to fulfil this requirement.

VOA Response Reporting, content, timings and frequency of any face to face reviews, can be agreed between yourself and the Programme Director.

Question 6. Section 5.2 - It is unclear what is expected in terms of the weekly report and whether this is a duplication of reporting from other delivery partners and PMO on delivery. Are you able to provide any further clarification on the requirement/expectation? Same as 5.

VOA Response Reporting, content, frequency and any face to face reviews, can be agreed between yourself and the Programme Director.

Question 7. Section 7.3 - Will the right to terminate at any stage of the contract be accompanied by a minimum notice period? Our proposal would be 30 days for notice for either party.

VOA Response Yes that's a correct assumption. Current Eunoia contract termination is 30 x days and we see no reason to change that. The new contract will reflect a 30 x days' notice period.

Question 8. Section 7.4 – We are more than happy to undertake a detailed handover prior to leaving this appointment, and our assumption is that the 4-week period will be a funded part of the agreement, is this correct?. It is also important to say that this will create a dependency on VOA to provide capability with the appropriate skill levels to hand-over to if that is what is required.

VOA Response That is correct and will form the part of the relevant statement of work at the time.

Question 9. Section PRICING - It is suggested the initial 3-month period will be 4 FTE full time. Our working assumption is the support specifically provided by Richard will be based on approx. 5 days a month.

VOA Response. That is correct and acceptable to VOA.

Question No 10. Section PRICING - In relation to the maximum indicative contract value of £500k, this would allow for the service to be delivered until the end of September. Is there any flexibility on this number? From our perspective the provision of 3.25 capability for the full 12 month period net of VAT will be £900k. Although this is demand based and we will guidance, we believe the service required is more likely to be in the region of £750k, with the working assumption that service requirements will reduce mid-year.

VOA Response After confirmation from the Programme Director we are happy to revise the capped figure to £750k. Contract will initially be reflective of a £750k capped value. Under procurement regs the VOA will have the ability to increase this, as part of any agreed value modification, up to a maximum of 50% of the capped £750k value. i.e. £750k @ 50% = £375k plus £750k = £1.125m.

Question No 11. Section 10.1 – The embedded document is not accessible. TS and Cs.

VOA Response [VOA Short Form Contract Terms and Conditions reattached.](#)

Question No 12. Section 11.3 - The meaning of the sentence needs clarification - does this mean that CV's will be only required for any additional FTE capability/capacity beyond that already known to the VOA as part of the current agreement?

VOA Response [That is a correct assumption. CVs will only be required for any new or additional FTE's](#)

VII. Annex 3 – Charges**Pricing and Commercial Arrangements**

Based on our understanding of the specification, the VOA have requested a day rate based on an eight-hour day for the duration of services provided by the contract. The day rates below include commuting costs to the local VOA office and are exclusive of VAT. The local office will be deemed as 10 South Colonnade with exception of *****Redacted***** whose base will be the Birmingham office.

Resource	Role	Rate Per Day
Principal Consultant	Programme Management	*****Redacted*****
Senior Consultant	Programme Delivery & Agile Assurance Manager	*****Redacted*****
Senior Financial & Commercial Consultant	Programme Delivery Assurance and Commercial Lead	*****Redacted*****

The estimated price of the service is £749k. Please refer to Appendix 1 for Pricing Profile

Assumptions and Dependencies

VOA will provide suitable devices where access to shared environments and/or repositories is a requirement to work, and all devices will be compliant with VOA's data protection controls & requirements.

We confirm acknowledgement and acceptance of the VOA's standard short form Terms and Conditions document.

All references to set hours of work are estimates for the purpose of costing the Services to be provided by Eunoia Consulting and it is intended that Eunoia Consulting will have absolute discretion to determine how and when the Services will be performed provided always that the

Eunoia Consulting shall keep the Authority informed as to when the Eunoia Consulting's consultants will be present at the Authority's site.

Eunoia Consulting is not obliged to provide the services of a named individual in respect of the Services and may provide a substitute to perform the Services. Eunoia Consulting acknowledges that the Authority has the right to refuse the substitute if in the reasonable view of the Authority, the substitute(s) have insufficient qualifications and expertise to carry out the work. It is also agreed that the Eunoia Consulting will remain liable for all acts and/or omissions of any substitute(s) provided.

The Authority shall not seek to or exercise any supervision, direction and/or control over the Eunoia Consulting or Supplier Personnel in the manner or execution of the Services.

It is not intended for there to be any mutuality of obligations between the Authority and Eunoia Consulting either during the provision of Services or upon termination of the same. The Authority is under no obligation to offer future contracts to Eunoia Consulting and if it does make any such offer, Eunoia Consulting is not obliged to accept it.

Eunoia Consulting will invoice on a T&M basis on a monthly cycle

Appendix 1– Indicative Pricing Profile

	2025/26	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar
Rate / Working Days	20	20	21	23	20	22	23	20	21	21	20	22	
	20	17	10	23	20	10	8	10	10	10	10	10	
	20	20	21	23	20	22	23	20	21	21	20	22	
	5	5	5	5	5	5	0	0	0	0	0	0	
	20	20	21	23	20	22	23	20	21	21	20	22	

[illegible]

Inc VAT		£949,350
	Accumulative	

Total Predicted Spend excl. VAT £749k

VIII. Annex 4 – Supplier Tender

The Suppliers ITT proposal dated 28th February 2025, is embedded below.

Redacted

*******Redacted*******

Quality Criteria – 11.1 Aims Objectives and Risk

‘Tenderers should summarise their understanding of the challenges that the client faces in successfully delivering the programme and outline the role of the Client-Side partner in supporting the client and mitigating risks to successful delivery of the overall objectives....’

*****Redacted*****

Quality Criteria – 11.2 Methodology and resource deployment

“Tenderers should outline their proposed approach to providing the services and provide evidence of their ability to deliver in the environment as described.”

*****Redacted*****

Quality Criteria – 11.3 Individual Capability and Suitability

Tenderers should provide a CV for all personnel who will be spending equal to or more than 0.4 fte on delivery of the contract and outline their experience relevant to the role they will play in delivering this requirement...”

*****Redacted*****

Quality Criteria – 11.4 Social Value

Bidders should submit a copy of the organisational Social Value Statement ...”

*****Redacted*****

Pricing and Commercial Arrangements

*****Redacted*****

IX. Annex 5 – Optional IPR Clauses

Not used.

X. Annex 6 – Special Clauses

AUTHORITY'S MANDATORY TERMS

- A. For the avoidance of doubt, references to 'the Agreement' mean the attached Contract between the Supplier and the Authority. References to 'the Authority' mean 'the Buyer' (the Commissioners for His Majesty's Revenue and Customs).
- B. The Agreement incorporates the Authority's mandatory terms set out in this Annex.
- C. In case of any ambiguity or conflict, the Authority's mandatory terms in this Annex will supersede any other terms in the Agreement.
- D. For the avoidance of doubt, the relevant definitions for the purposes of the defined terms set out in the Authority's mandatory terms in this Annex are the definitions set out at Clause 1 of this Annex.

1. Definitions

- "Affiliate"** in relation to a body corporate, any other entity which directly or indirectly Controls, is Controlled by, or is under direct or indirect common Control with, that body corporate from time to time;
- "Authority Data"**
- a. the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, and which are:
 - i. supplied to the Supplier by or on behalf of the Authority; and/or
 - ii. which the Supplier is required to generate, process, store or transmit pursuant to this Agreement; or
 - b. any Personal Data for which the Authority is the Controller, or any data derived from such Personal Data which has had any designatory data identifiers removed so that an individual cannot be identified;
- "Charges"** the charges for the Services as specified in Annex 3, Charges
- "Connected Company"** means, in relation to a company, entity or other person, the Affiliates of that company, entity or other person or any other person associated with such company, entity or other person;

“Control”	the possession by a person, directly or indirectly, of the power to direct or cause the direction of the management and policies of the other person (whether through the ownership of voting shares, by contract or otherwise) and “Controls” and “Controlled” shall be interpreted accordingly;
“Controller”, “Processor”, “Data Subject”, “Data Protection Legislation”	take the meaning given in the UK GDPR; a. "the data protection legislation" as defined in section 3(9) of the Data Protection Act 2018; and; b. all applicable Law about the processing of personal data and privacy;
“Key Subcontractor”	any Subcontractor: a. which, in the opinion of the Authority, performs (or would perform if appointed) a critical role in the provision of all or any part of the Services; and/or b. with a Subcontract with a contract value which at the time of appointment exceeds (or would exceed if appointed) ten per cent (10%) of the aggregate Charges forecast to be payable under this Call-Off Contract;
“Law”	any applicable Act of Parliament, subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978, exercise of the royal prerogative, enforceable community right within the meaning of section 2 of the European Communities Act 1972, regulatory policy, guidance or industry code, judgment of a relevant court of law, or directives or requirements of any regulatory body with which the Supplier is bound to comply;
“Personal Data”	has the meaning given in the UK GDPR;
“Purchase Order Number”	the Authority’s unique number relating to the supply of the Services;
“Services”	the services to be supplied by the Supplier to the Authority under the Agreement, including the provision of any Goods;

“Subcontract”	any contract or agreement (or proposed contract or agreement) between the Supplier (or a Subcontractor) and any third party whereby that third party agrees to provide to the Supplier (or the Subcontractor) all or any part of the Services, or facilities or services which are material for the provision of the Services, or any part thereof or necessary for the management, direction or control of the Services or any part thereof;
“Subcontractor”	any third party with whom: <ul style="list-style-type: none"> a. the Supplier enters into a Subcontract; or b. a third party under (a) above enters into a Subcontract, or the servants or agents of that third party;
“Supplier Personnel”	all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any Subcontractor of the Supplier engaged in the performance of the Supplier’s obligations under the Agreement;
“Supporting Documentation”	sufficient information in writing to enable the Authority to reasonably verify the accuracy of any invoice;
“Tax”	<ul style="list-style-type: none"> a. all forms of tax whether direct or indirect; b. national insurance contributions in the United Kingdom and similar contributions or obligations in any other jurisdiction; c. all statutory, governmental, state, federal, provincial, local government or municipal charges, duties, imports, contributions, levies or liabilities (other than in return for goods or services supplied or performed or to be performed) and withholdings; and d. any penalty, fine, surcharge, interest, charges or costs relating to any of the above, <p>in each case wherever chargeable and whether of the United Kingdom and any other jurisdiction;</p>
“Tax Non-Compliance”	where an entity or person under consideration meets all 3 conditions contained in the relevant excerpt from HMRC’s “Test for Tax Non-Compliance”, as set out in Annex 1, where:

- a. the “Economic Operator” means the Supplier or any agent, supplier or Subcontractor of the Supplier requested to be replaced pursuant to Clause 4.3; and
- b. any “Essential Subcontractor” means any Key Subcontractor;

“UK GDPR” the UK General Data Protection Regulation, the retained EU law version of the General Data Protection Regulation (Regulation (EU) 2016/679);

“VAT” value added tax as provided for in the Value Added Tax Act 1994.

2. **Payment and Recovery of Sums Due**

1. The Supplier shall invoice the Authority as specified in the Agreement. Without prejudice to the generality of the invoicing procedure specified in the Agreement, the Supplier shall procure a Purchase Order Number from the Authority prior to the commencement of any Services and the Supplier acknowledges and agrees that should it commence Services without a Purchase Order Number:

- 1. the Supplier does so at its own risk; and
- 2. the Authority shall not be obliged to pay any invoice without a valid Purchase Order Number having been provided to the Supplier.

2. Each invoice and any Supporting Documentation required to be submitted in accordance with the invoicing procedure specified in the Agreement shall be submitted by the Supplier, as directed by the Authority from time to time via the Authority’s electronic transaction system.

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

3. **Warranties**

1. The Supplier represents and warrants that:

1. in the three years prior to the **Contract Start Date**, it has been in full compliance with all applicable securities and Laws related to Tax in the United Kingdom and in the jurisdiction in which it is established;
 2. it has notified the Authority in writing of any Tax Non-Compliance it is involved in; and
 3. no proceedings or other steps have been taken and not discharged (nor, to the best of its knowledge, are threatened) for the winding up of the Supplier or for its dissolution or for the appointment of a receiver, administrative receiver, liquidator, manager, administrator or similar officer in relation to any of the Supplier's assets or revenue and the Supplier has notified the Authority of any profit warnings issued in respect of the Supplier in the three years prior to the **Contract Start Date**.
2. If at any time the Supplier becomes aware that a representation or warranty given by it under Clause 3.1.1, 3.1.2 and/or 3.1.3 has been breached, is untrue, or is misleading, it shall immediately notify the Authority of the relevant occurrence in sufficient detail to enable the Authority to make an accurate assessment of the situation.
 3. In the event that the warranty given by the Supplier pursuant to Clause 3.1.2 is materially untrue, the Authority shall be entitled to terminate the Agreement pursuant to the Call-Off clause which provides the Authority the right to terminate the Agreement for Supplier fault (termination for Supplier cause or equivalent clause).
4. **Promoting Tax Compliance^[1]**
 1. All amounts stated are stated exclusive of VAT, which shall be added at the prevailing rate as applicable and paid by the Authority following delivery of a valid VAT invoice.
 2. To the extent applicable to the Supplier, the Supplier shall at all times comply with all Laws relating to Tax and with the equivalent legal provisions of the country in which the Supplier is established.
 3. The Supplier shall provide to the Authority the name and, as applicable, the Value Added Tax registration number, PAYE collection number and either the Corporation Tax or self-assessment reference of any agent, supplier or Subcontractor of the Supplier prior to the provision of any material Services under the Agreement by that agent, supplier or Subcontractor. Upon a request by the Authority, the Supplier shall not contract, or will cease to contract, with any agent, supplier or Subcontractor supplying Services under the Agreement.
 4. If, at any point during the Contract Term, there is Tax Non-Compliance, the Supplier shall:
 1. notify the Authority in writing of such fact within five (5) Working Days of its occurrence; and

2. promptly provide to the Authority:

- a. details of the steps which the Supplier is taking to resolve the Tax Non-Compliance and to prevent the same from recurring, together with any mitigating factors that it considers relevant; and
- b. such other information in relation to the Tax Non-Compliance as the Authority may reasonably require.

5. The Supplier shall indemnify the Authority on a continuing basis against any liability, including any interest, penalties or costs incurred, that is levied, demanded or assessed on the Authority at any time in respect of the Supplier's failure to account for or to pay any Tax relating to payments made to the Supplier under this Agreement. Any amounts due under this Clause 4.5 shall be paid in cleared funds by the Supplier to the Authority not less than five (5) Working Days before the date upon which the Tax or other liability is payable by the Authority.

6. Upon the Authority's request, the Supplier shall provide (promptly or within such other period notified by the Authority) information which demonstrates how the Supplier complies with its Tax obligations.

7. If the Supplier:

1. fails to comply (or if the Authority receives information which demonstrates to it that the Supplier has failed to comply) with Clauses 4.2, 4.4.1 and/or 4.6 this may be a material breach of the Agreement;
2. fails to comply (or if the Authority receives information which demonstrates to it that the Supplier has failed to comply) with a reasonable request by the Authority that it must not contract, or must cease to contract, with any agent, supplier or Subcontractor of the Supplier as required by Clause 4.3 on the grounds that the agent, supplier or Subcontractor of the Supplier is involved in Tax Non-Compliance this shall be a material breach of the Agreement; and/or
3. fails to provide details of steps being taken and mitigating factors pursuant to Clause 4.4.2 which in the reasonable opinion of the Authority are acceptable this shall be a material breach of the Agreement;

and any such material breach shall allow the Authority to terminate the Agreement pursuant to the Call-Off Clause which provides the Authority the right to terminate the Agreement for Supplier fault (termination for Supplier cause or equivalent clause).

8. The Authority may internally share any information which it receives under Clauses 4.3 to 4.4 (inclusive) and 4.6, for the purpose of the collection and management of revenue for which the Authority is responsible.

5. Use of Off-shore Tax Structures

1. Subject to the principles of non-discrimination against undertakings based either in member countries of the European Union or in signatory countries of the World Trade Organisation Agreement on Government Procurement, the Supplier shall not, and shall ensure that its Connected Companies, Key Subcontractors (and their respective Connected Companies) shall not, have or put in place (unless otherwise agreed with the Authority) any arrangements involving the use of off-shore companies or other off-shore entities the main purpose, or one of the main purposes, of which is to achieve a reduction in United Kingdom Tax of any description which would otherwise be payable by it or them on or in connection with the payments made by or on behalf of the Authority under or pursuant to this Agreement or (in the case of any Key Subcontractor and its Connected Companies) United Kingdom Tax which would be payable by it or them on or in connection with payments made by or on behalf of the Supplier under or pursuant to the applicable Key Subcontract (“**Prohibited Transactions**”). Prohibited Transactions shall not include transactions made between the Supplier and its Connected Companies or a Key Subcontractor and its Connected Companies on terms which are at arms-length and are entered into in the ordinary course of the transacting parties’ business.

2. The Supplier shall notify the Authority in writing (with reasonable supporting detail) of any proposal for the Supplier or any of its Connected Companies, or for a Key Subcontractor (or any of its Connected Companies), to enter into any Prohibited Transaction. The Supplier shall notify the Authority within a reasonable time to allow the Authority to consider the proposed Prohibited Transaction before it is due to be put in place.

3. In the event of a Prohibited Transaction being entered into in breach of Clause 5.1 above, or in the event that circumstances arise which may result in such a breach, the Supplier and/or the Key Subcontractor (as applicable) shall discuss the situation with the Authority and, in order to ensure future compliance with the requirements of Clauses 5.1 and 5.2, the Parties (and the Supplier shall procure that the Key Subcontractor, where applicable) shall agree (at no cost to the Authority) timely and appropriate changes to any such arrangements by the undertakings concerned, resolving the matter (if required) through the escalation process in the Agreement.

4. Failure by the Supplier (or a Key Subcontractor) to comply with the obligations set out in Clauses 5.2 and 5.3 shall allow the Authority to terminate the Agreement pursuant to the Clause that provides the Authority the right to terminate the Agreement for Supplier fault (termination for Supplier cause).

6. Data Protection and off-shoring^[2]

1. The parties agree that the Supplier shall, whether it is the Controller or Processor, in relation to any Personal Data processed in connection with its obligations under the Agreement:

1. not process or permit to be processed Personal Data outside of the United Kingdom unless the prior explicit written consent of the Authority has been obtained and the following conditions are fulfilled:

- a. the Supplier or any applicable Processor has provided appropriate safeguards in relation to any transfer of the Personal Data (whether in accordance with UK GDPR Article 46 or, where relevant, section 75 of the Data Protection Act 2018) as determined by either the Authority or the Supplier when it is the Controller;
- b. the Data Subject has enforceable rights and effective legal remedies;
- c. the Supplier or any applicable Processor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is processed (or, if it is not so bound, uses its best endeavours to assist either the Authority or the Supplier when it is the Controller in meeting its obligations); and
- d. the Supplier or any applicable Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the processing of the Personal Data;

2. Failure by the Supplier to comply with the obligations set out in Clause 6.1 shall allow the Authority to terminate the Agreement pursuant to the Clause that provides the Authority the right to terminate the Agreement for Supplier fault (termination for Supplier cause or equivalent clause).

7. Commissioners for Revenue and Customs Act 2005 and related Legislation

1. The Supplier shall comply with and shall ensure that all Supplier Personnel who will have access to, or are provided with, Authority Data comply with the obligations set out in Section 18 of the Commissioners for Revenue and Customs Act 2005 ('CRCA') to maintain the confidentiality of Authority Data. Further, the Supplier acknowledges that (without prejudice to any other rights and

remedies of the Authority) a breach of the aforesaid obligations may lead to a prosecution under Section 19 of CRCA.

2. The Supplier shall comply with and shall ensure that all Supplier Personnel who will have access to, or are provided with, Authority Data comply with the obligations set out in Section 123 of the Social Security Administration Act 1992, which may apply to the fulfilment of some or all of the Services. The Supplier acknowledges that (without prejudice to any other rights and remedies of the Authority) a breach of the Supplier's obligations under Section 123 of the Social Security Administration Act 1992 may lead to a prosecution under that Act.

3. The Supplier shall comply with and shall ensure that all Supplier Personnel who will have access to, or are provided with, Authority Data comply with the obligations set out in the Official Secrets Acts 1911 to 1989 and the obligations set out in Section 182 of the Finance Act 1989. [3]

4. The Supplier shall regularly (not less than once every six (6) months) remind all Supplier Personnel who will have access to, or are provided with, Authority Data in writing of the obligations upon Supplier Personnel set out in Clause 7.1 above. The Supplier shall monitor the compliance by Supplier Personnel with such obligations.

5. The Supplier shall ensure that all Supplier Personnel who will have access to, or are provided with, Authority Data sign (or have previously signed) a Confidentiality Declaration, in the form provided at Annex 2. The Supplier shall provide a copy of each such signed declaration to the Authority upon demand.

6. In the event that the Supplier or the Supplier Personnel fail to comply with this Clause 7, the Authority reserves the right to terminate the Agreement with immediate effect pursuant to the clause that provides the Authority the right to terminate the Agreement for Supplier fault (termination for Supplier cause).

8. Confidentiality, Transparency and Publicity^[4]

8.1 The Supplier shall not, and shall take reasonable steps to ensure that the Supplier Personnel shall not:

8.1.1 make any press announcement or publicise the Agreement or any part of the Agreement in any way; or

8.1.2 use the Authority's name or brand in any promotion or marketing or announcement of orders, except with the prior written consent of the Authority.

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

8.3 The Parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the Freedom of Information Act 2000 ("FOIA"), the content of this Agreement is not Confidential Information. The Authority shall be responsible for determining in its absolute discretion whether any of the content of the Agreement is exempt from disclosure in accordance with the provisions of the FOIA. Notwithstanding any other term of this Agreement, the Supplier hereby gives its consent for the Authority to publish the Agreement in its entirety, (*but any information which is exempt from disclosure in accordance with the provisions of the FOIA may be redacted by the Authority*) including from time-to-time agreed changes to the Agreement, to the general public. The Authority may consult with the Supplier to inform its decision regarding any redactions, but the Authority shall have the final decision at its absolute discretion.

8.4 The Supplier shall assist and cooperate with the Authority to enable the Authority to publish this Agreement.

9 Security Requirements^[5]

9.1 The Supplier shall comply with the security management plan set out at [insert details] ("Security Management Plan") and the security policy identified as such within the Security Management Plan ("Security Policy").

9.2 The Authority shall notify the Supplier of any changes or proposed changes to the Security Policy.'

Annex 1

Excerpt from HMRC's "Test for Tax Non-Compliance"

Condition one (An in-scope entity or person)

1. There is a person or entity which is either: ("X")

1. The Economic Operator or Essential Subcontractor (EOS)

2. Part of the same Group of companies of EOS. An entity will be treated as within the same Group of EOS where that entities' financial statements would be required to be consolidated with those of EOS if prepared in accordance with *IFRS 10 Consolidated Financial Accounts*⁶;
3. Any director, shareholder or other person (P) which exercises control over EOS. 'Control' means P can secure, through holding of shares or powers under articles of association or other document that EOS's affairs are conducted in accordance with P's wishes.

Condition two (Arrangements involving evasion, abuse or tax avoidance)

2. X has been engaged in one or more of the following:
 1. Fraudulent evasion⁷;
 2. Conduct caught by the General Anti-Abuse Rule⁸;
 3. Conduct caught by the Halifax Abuse principle⁹;
 4. Entered into arrangements caught by a DOTAS or VADR scheme¹⁰;
 5. Conduct caught by a recognised 'anti-avoidance rule'¹¹ being a statutory provision which targets arrangements where either a main purpose, or an expected benefit, is to obtain a tax advantage or where the arrangement is not effected for commercial purposes. 'Targeted Anti-Avoidance Rules' (TAARs). It may be useful to confirm that the Diverted Profits Tax is a TAAR for these purposes;
 6. Entered into an avoidance scheme identified by HMRC's published Spotlights list¹²;
 7. Engaged in conduct which falls under rules in other jurisdictions which are equivalent or similar to (a) to (f) above.

Condition three (Arrangements are admitted, or subject to litigation/prosecution or identified in a published list (Spotlights))

3. X's activity in *Condition 2* is, where applicable, subject to dispute and/or litigation as follows:
 1. In respect of (a), either X:
 1. Has accepted the terms of an offer made under a Contractual Disclosure Facility (CDF) pursuant to the Code of Practice 9 (COP9) procedure¹³; or,
 2. Has been charged with an offence of fraudulent evasion.
 2. In respect of (b) to (e), once X has commenced the statutory appeal process by filing a Notice of Appeal and the appeal process is ongoing including where the appeal is stayed or listed behind a lead case (either formally or informally). NB Judicial reviews are not part of the statutory appeal

process and no supplier would be excluded merely because they are applying for judicial review of an HMRC or HMT decision relating to tax or national insurance.

3. In respect of (b) to (e), during an HMRC enquiry, if it has been agreed between HMRC and X that there is a pause with the enquiry in order to await the outcome of related litigation.

4. In respect of (f) this condition is satisfied without any further steps being taken.

5. In respect of (g) the foreign equivalent to each of the corresponding steps set out above in (i) to (iii).

For the avoidance of doubt, any reference in this Annex 1 to any Law includes a reference to that Law as amended, extended, consolidated or reenacted from time to time including any implementing or successor legislation.

Annex 2 Form

CONFIDENTIALITY DECLARATION

CONTRACT REFERENCE: VOA/2023/070 ('the Agreement')

DECLARATION:

I solemnly declare that:

1. I am aware that the duty of confidentiality imposed by section 18 of the Commissioners for Revenue and Customs Act 2005 applies to Authority Data (as defined in the Agreement) that has been or will be provided to me in accordance with the Agreement.

2. I understand and acknowledge that under Section 19 of the Commissioners for Revenue and Customs Act 2005 it may be a criminal offence to disclose any Authority Data provided to me.

SIGNED:
FULL NAME:
POSITION:
COMPANY:
DATE OF SIGNATURE:

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, sub-licensable worldwide licence to use, copy and adapt the Supplier's Existing IPR to enable the Buyer and its sub-licensees to both:
- 10.1.1 receive and use the Deliverables; and
 - 10.1.2 use the New IPR.
- The termination or expiry of the Contract does not terminate any licence granted under this clause 10.1.
- 10.2 Any New IPR created under the Contract is owned by the Buyer. The Buyer gives the Supplier a royalty-free, non-exclusive, non-transferable licence to use, copy and adapt any Existing IPRs and the New IPR for the purpose of fulfilling its obligations during the Term. This licence is sub-licensable to a Subcontractor for the purpose of enabling the Supplier to fulfil its obligations under the Contract, and in that case the Subcontractor must enter into a confidentiality undertaking with the Supplier on the same terms as set out in clause 15 (What you must keep confidential).
- 10.3 Unless otherwise agreed in writing, the Supplier and the Buyer will record any New IPR and keep this record updated throughout the Term.
- 10.4 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.
- 10.5 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.
- 10.6 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.
- 10.7 If an IPR Claim is made or anticipated the Supplier must at its own option and expense, either:
- 10.7.1 obtain for the Buyer the rights in clause 10.1 without infringing any third party intellectual property rights; and
 - 10.7.2 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.

- 10.8 If the Supplier is not able to resolve the IPR Claim to the Buyer's reasonable satisfaction within a reasonable time, the Buyer may give written notice that it terminates the Contract from the date set out in the notice, or where no date is given in the notice, the date of the notice. On termination, the consequences of termination in clause 11.5.1 shall apply.
- 10.9 The Supplier shall not use in the Delivery of the Deliverables any Third Party IPR unless:
- 10.9.1 the Buyer gives its approval to do so; and
 - 10.9.2 one of the following conditions applies:
 - 10.9.2.1 the owner or an authorised licensor of the relevant Third Party IPR has granted the Buyer a direct licence that provides the Buyer with the rights in clause 10.1; or
 - 10.9.2.2 if the Supplier cannot, after commercially reasonable endeavours, obtain for the Buyer a direct licence to the Third Party IPR as set out in clause 10.9.2.1:
 - (a) the Supplier provides the Buyer with details of the licence terms it can obtain and the identity of those licensors;
 - (b) the Buyer agrees to those licence terms; and
 - (c) the owner or authorised licensor of the Third Party IPR grants a direct licence to the Buyer on those terms; or
 - 10.9.2.3 the Buyer approves in writing, with reference to the acts authorised and the specific intellectual property rights involved.
- 10.10 In spite of any other provisions of the Contract and for the avoidance of doubt, award of this Contract by the Buyer and the ordering of any Deliverable under it, does not constitute an authorisation by the Crown under Sections 55 and 56 of the Patents Act 1977, Section 12 of the Registered Designs Act 1949 or Sections 240 – 243 of the Copyright, Designs and Patents Act 1988.
- 10.11 Subject to clause 10.10, the Supplier agrees that the Buyer may at its sole discretion publish under Open Licence all or part of the New IPR Items and the Supplier warrants that the New IPR Items are suitable for release under Open Licence and that the publication of the New IPR Items under Open Licence will not infringe the rights of any third party and will not harm any Third Party or the Buyer.
- 10.12 The Supplier will supply any or all New IPR Items in a format suitable for publication under Open Licence ("**the Open Licence Publication Material**") within 30 days of written request from the Buyer ("**Buyer Open Licence Request**"). Where any Supplier Existing IPR is included in the Open Licence Publication Material, this will become Open Licence material.

- 10.13 The Supplier may within 15 days of a Buyer Open Licence Request under clause 10.12, request in writing that the Buyer excludes all or part of:
- 10.13.1 the New IPR; or
- 10.13.2 Supplier Existing IPR or Third Party IPR that would otherwise be included in the Open Licence Publication Material supplied to the Buyer pursuant to clause 10.12 from Open Licence publication.
- 10.14 Any decision to approve any such request from the Supplier pursuant to clause 10.13 shall be at the Buyer's sole discretion, not to be unreasonably withheld, delayed or conditioned.
- 10.15 Subject to clause 12, the Buyer will not be liable in the event that any Supplier Existing IPR or Third Party IPR is included in the Open Licence Publication Material published by the Buyer.

Part D **Supplier ownership of New IPR with Buyer rights for the current Contract and broader public sector functions**

10 INTELLECTUAL PROPERTY RIGHTS ("IPRS")

- 10.1 Each Party keeps ownership of its own Existing IPRs. Any New IPR created under the Contract is owned by the Supplier. The Supplier gives the Buyer a non-exclusive, perpetual, royalty-free, irrevocable, transferable, sub-licensable worldwide licence to use, copy and adapt the Supplier's Existing IPR and the New IPR to enable the Buyer and its sub-licensees to receive and use the Deliverables and the New IPR for any purpose relating to the exercise of the Buyer's (or, if the Buyer is a Public Sector Body, any other Public Sector Body's) business or function. For the purposes of this clause "**Public Sector Body**" means a formally established organisation that is (at least in part) publicly funded to deliver a public or government service.
- 10.2 The termination or expiry of the Contract does not terminate any licence granted under this clause 10.
- 10.3 The Buyer gives the Supplier a royalty-free, non-exclusive, non-transferable licence to use, copy, and adapt any Existing IPRs for the purpose of fulfilling its obligations during the Term and commercially exploiting the New IPR developed under the Contract. This licence is sub-licensable to a Subcontractor for the purpose of enabling the Supplier to fulfil its obligations under the Contract, and in that case the Subcontractor must enter into a confidentiality undertaking with the Supplier on the same terms as set out in clause 15 (What you must keep confidential).
- 10.4 Unless otherwise agreed in writing, the Supplier and the Buyer will record any New IPR and keep this record updated throughout the Term.

- 10.5 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.
- 10.6 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 this clause 10 or otherwise agreed in writing.
- 10.7 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.
- 10.8 If an IPR Claim is made or anticipated, the Supplier must at its own option and expense, either:
- 10.8.1 obtain for the Buyer the rights in clause 10.1 without infringing any third party intellectual property rights; and
 - 10.8.2 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.
- 10.9 If the Supplier is not able to resolve the IPR Claim to the Buyer's reasonable satisfaction within a reasonable time, the Buyer may give written notice that it terminates the Contract from the date set out in the notice, or where no date is given in the notice, the date of the notice. On termination, the consequences of termination in clause 11.5.1 shall apply.
- 10.10 The Supplier shall not use in the Delivery of the Deliverables any Third Party IPR unless:
- 10.10.1 the Buyer gives its approval to do so; and
 - 10.10.2 one of the following conditions applies:
 - 10.10.2.1 the owner or an authorised licensor of the relevant Third Party IPR has granted the Buyer a direct licence that provides the Buyer with the rights in clause 10.1; or
 - 10.10.2.2 if the Supplier cannot, after commercially reasonable endeavours, obtain for the Buyer a direct licence to the Third Party IPR as set out in clause 10.10.2.1:
 - (a) the Supplier provides the Buyer with details of the licence terms it can obtain and the identity of those licensors;
 - (b) the Buyer agrees to those licence terms; and

(c) the owner or authorised licensor of the Third Party IPR grants a direct licence to the Buyer on those terms; or

10.10.23 the Buyer approves in writing, with reference to the acts authorised and the specific intellectual property rights involved.

10.11 In spite of any other provisions of the Contract and for the avoidance of doubt, award of this Contract by the Buyer and the ordering of any Deliverable under it, does not constitute an authorisation by the Crown under Sections 55 and 56 of the Patents Act 1977, Section 12 of the Registered Designs Act 1949 or Sections 240 – 243 of the Copyright, Designs and Patents Act 1988.

XI. Annex 7 – Equality and Diversity Requirements & Environmental Policy

Equality And Diversity Requirements

The Supplier shall:

- perform its obligations under the Agreement in accordance with all applicable equality Law and the Authority's equality and diversity policy as provided to the Supplier from time to time; and
- take all reasonable steps to secure the observance of Clause 1.1.1 by all Supplier Personnel.

The Supplier shall supply the Services in accordance with the Authority's environmental policy as provided to the Supplier from time to time.

In performing its obligations under the Agreement, the Supplier shall;

- (a) comply with all applicable anti-slavery and human trafficking laws, statutes, regulations from time to time in force including the Modern Slavery Act 2015;
- (b) not engage in any activity, practice or conduct that would constitute an offence under sections 1, 2 or 4, of the Modern Slavery Act 2015; and
- (c) notify the Authority as soon as it becomes aware, and in any event within five (5) working days, of any actual or suspected breach of its obligations under Clause 0(a) and/ or (b) including details of the breach and the mitigation action it has taken or intends to take in order to:
 - (i) remedy the breach; and
 - (ii) ensure future compliance with Clause 0(a) and (b).

If the Supplier fails to comply (or if the Authority receives information which demonstrates that the Supplier has failed to comply) with any of the provisions in Clause 0 then this shall allow the Authority to terminate the Agreement pursuant to Clause **Error! Reference source not found.**

Environmental Policy

- It is the policy of the Valuation Office Agency to maintain an environmental system designed to meet the requirements of ISO14001:2015 (or any other standard in line with Annex SL Structure) in pursuit of its primary objectives, the purpose and the context of the organisation.
- The VOA understands the importance of reducing the carbon footprint principally through the use of its estate, using its expertise to demonstrate its commitment to mitigating risk from climate change impacts, through compliance with legislation and regulations, adaptation, and adopting best practice.

- The VOA Estates Team adopt an innovative approach to both technology and communication as well as more traditional methods, to encourage awareness of the sustainability policy Agency wide.
- Additionally we align our aims and activities alongside our sponsor department HMRC, collaborating with them in our promise to adopt the following:
 1. Regularly review how we use our estates, identify where efficiencies can be made and work towards improving our sustainability performance
 2. We will continue to meet all current and foreseen legal requirements and related official codes of practice, and require our suppliers to do the same.
 3. Achieve reduction in greenhouse gas emissions
 4. Achieve savings in water consumption
 5. Improve our diversion of waste from landfill to recycling
 6. Where we share space, look to partner other government departments in developing and implementing estate sustainability initiatives
 7. Encourage our people to use public transport when commuting to their place of work and between work locations.
 8. Ensure that the goods and services we purchase support our environmental objectives wherever practicable and that we encourage our suppliers and contractors to improve their own environmental performance
 9. Look for opportunities to sustain and enhance biodiversity across the estate
 10. Effectively communicate with all colleagues and contractors on environmental policy and performance
 11. Identify and provide appropriate training, advice and information for colleagues, encouraging an appetite for continuous improvement in our sustainability
 12. Publish our progress towards environmental sustainability online
- The VOA Estates Sustainability Manager is the VOA's professional expert with responsibility for advising and informing on environmental matters. All colleagues and contractors are expected to follow the principles of this policy and related guidance, and to assist in meeting the VOA's environmental sustainability objectives.
- This policy will be reviewed and assured at regular intervals. Customer and stakeholder satisfaction is an essential part of the environmental process, to ensure this is fulfilled the Estates team receive training to ensure awareness and understanding of the environment

and its impact of the products or service in which we provide. To certify the Agency maintains its awareness for continuous improvement, the environmental system is regularly reviewed by Senior Leadership to ensure it remains appropriate and suitable to our business. The Environmental System is subject to both internal and external annual audits.