



Government
Actuary's
Department

21 April 2017

INVITATION TO TENDER for the supply of:

CLOUD BASED HR MANAGEMENT SYSTEM WITH INTEGRATED MANAGED PAYROLL SOLUTION

Contract reference: GADHRPAY

Deadline for bids to be received by Government Actuary's Department: **12 noon, 19 May 2017**

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Section A - Introduction

1. This invitation to tender has been submitted by the Government Actuary's Department (GAD) for the purposes of inviting bids from organisations for the provision of services described in the Specification(s) in section C of this Invitation to Tender (ITT).
2. If you wish to bid for this contract, you must submit a Proposal setting out how you will meet GAD's requirements as described in the scope and specification(s) in section C of this ITT.
3. Your Proposal must meet the IT security requirements described in section D and you need to provide evidence to demonstrate how those requirements are met. Your Proposal should adhere to the format given in section E and address the questions given in section F. You should set out your pricing schedule so that the core and add-on components are clearly identified and priced to mirror the components listed in the specification in section C.
4. Tenders will be evaluated against the criteria given in section G. You will need to demonstrate meeting the evidence requirements noted in section H.
5. The standard terms and conditions of service that GAD intends to incorporate into a contract award are provided in section I.

Section B - Instructions to tenderers

1. Please read the instructions given below carefully. Failure to comply with the instructions or provide the necessary information requested may mean that your tender may be invalidated. Tenders must be received by the deadline given in the advert and noted on the first page of this document and must be e-mailed to the address given below.

2. You may submit, by no later than 12:00 hrs on 5 May 2017 any queries that you have relating to this ITT. Please submit such queries per e-mail to:

Government Actuary's Department
Attention: Mrs. Kim Ioannides
Finlaison House
15-17 Furnival Street
London
EC4A 1AB
Kim.ioannides@gad.gov.uk

3. Any specific queries should clearly reference the appropriate section in the documentation and, to the extent possible, should be aggregated rather than sent individually. As far as reasonably possible, GAD will respond to all reasonable requests for clarification of any aspect of this ITT, providing they are received before the above deadline. No queries received after the above deadline will be answered.

4. Answers to questions received by GAD will be circulated by e-mail to all tenderers on or before close of business on 8 May 2017. All questions and their answers will be circulated to all tenderers (without revealing the identity of the individual tenderer that put forward a particular question.)

5. If you have any questions about this invitation, tender process, or GAD please email: Kim.ioannides@gad.gov.uk no later than noon on 19 May 2017.

6. You are encouraged to be innovative in your thinking when preparing your bid and to provide any suggestions and solutions that may provide a more cost efficient and value for money solution. Any such proposal which alters the requirements of the specifications must be in the form of a variant bid, must clearly be marked "variant bid", and must be submitted at the same time as the fully compliant bid requested in this ITT.

7. The following is a summary of the timetable that applies to this procurement. GAD reserves the right to alter this timetable by notice to tenderers.

Event:

Deadline for receipt by GAD of queries about ITT
GAD circulates responses to queries by:
Deadline for receipt of tenders (12:00 hrs)
Shortlist tenders
Presentations from tenderers
Notify successful and unsuccessful tenderers

Deadline:

05-May-17
08-May-17
19-May-17
26-May-17
08-Jun-17
15-Jun-17

8. Late tenderers will not be considered unless GAD is satisfied that the delay is caused by reasons outside of your control.

9. The Freedom of Information Act 2000 ("FOIA") and the Environmental Information Regulations 2004 ("EIR") apply to GAD. You should be aware of GAD's obligations and responsibilities under FOIA or EIR to disclose, on written request, recorded information held by GAD. Information provided by you in connection with this procurement exercise, or with any contract that may be awarded as a result of this exercise, may therefore have to be disclosed by GAD in response to such a request, unless GAD decides that one of the statutory exemptions under FOIA or the exceptions in the EIR applies. If you wish to designate information supplied as part of this response as confidential, or if you believe that its disclosure would be prejudicial to any person's commercial interests, you must provide clear and specific detail as to the precise information involved. Such designation alone may not prevent disclosure if GAD's reasonable opinion publication is required by applicable legislation or Government policy where disclosure is required by the Information Commissioner or the First-tier Tribunal (Information Rights).

10. Additionally, the Government's transparency agenda requires that tender documents (including ITTs such as this) are published on a designated, publicly searchable web site which is called 'Contracts Finder'. The same applies to other tender documents issued by GAD (including the original advertisement), and any contract entered into by GAD with its preferred supplier once the procurement is complete. By submitting a tender you agree that your participation in this procurement may be made public. The answers you give in this response will not be published on the transparency web site (but may fall to be disclosed under FOIA or EIR (see above)). Where tender documents issued by GAD or contracts with its suppliers fall to be disclosed by GAD will redact them as it thinks necessary, having regard (inter alia) to the exemption/exceptions in the FOIA or EIR.

11. All intellectual property rights in this ITT and all material provided by GAD to tenderers in connection with this ITT are and shall remain the property of the Crown.

Section C - Scope and Specification

1. Introduction

1.1. Background

- 1.1.1. The Government Actuary's Department (GAD) is a small non-ministerial Government department employing around 175 staff. GAD provides actuarial analysis to Governments and organisations in the public sector in the UK and around the world. GAD's funding is budgeted to be entirely met from the fees charged to clients.
- 1.1.2. Most of GAD's staff are based in offices in London with a small operation in Edinburgh. The existing HR and Payroll/Pension System are managed in-house. There are around 10 HR/Payroll users and all employees use the self-service clock in/out and absence booking and monitoring services via the current system.
- 1.1.3. GAD's existing system has been in place for a number years and no longer meets the department's needs. The system requires significant manual and paper-based processing to maintain basic 'Personnel' information and the way the self-service and other functions operate, are outdated and restrictive. Other functions have been available to add on to the existing HR system, such as Training and Development and Performance Management modules, but these were not purchased with the system originally. If they were added now, there would be costs involved and a significant amount of time and people resources would be required to manually input information to make them functional. The effort required to do that would not be well-invested as the resulting outputs could not be presented or analysed in an appropriate way to meet GAD's reporting requirements, because the system itself is outdated. The reporting functions in the heritage system are limited and inflexible and the support/training is not adequate and costly to call upon.
- 1.1.4. GAD intends to procure a Cloud based integrated HR and Managed Payroll solution. At present Payroll is managed in house. GAD is not considering sole Payroll or Pensions administration providers as part of this invitation to tender, however is considering to procure a Payroll solution integrated with an HR System, where Payroll is provided as a managed service.
- 1.1.5. This proposition is to procure a Cloud based HR Management System (HRMS) to replace the core functions of the existing HR system, including self-service, recruitment, absence booking/monitoring, Learning and Development, Performance Management, and user-friendly reporting, with an option to add on modules now or as part of a phased approach. Any replacement HR system must include a Managed Payroll Solution to record and track salaries, bonuses, pensions and individual's payment history and be able to interface easily with GAD heritage finance and other operational systems. It should also include a facility for processing and authorising expenses claims (and possibly automatic payments through payroll).
- 1.1.6. The modules GAD will be seeking to include: modules for Core HR, recruitment, on-boarding, workforce planning and Learning and Development, performance and talent management, managed payroll and other functions - see the HR and Payroll System Requirements Section C, Table 1.3 Scope of requirements, for more information.
- 1.1.7. GAD will require a single licence for the new HRMS and Payroll System. There will be up to 10 HR users, 50-55 managers and around 160 employees (but with scope to increase to 200 employees), accessing relevant parts of the system. The system will hold records of all current GAD employees, 40 non-active staff (e.g. staff on secondment) and around 210 leavers whose records will need to be retained for seven years after their employment with GAD has ceased. The GAD also has the responsibility to retain staff and ex staff pension details until their 100th birthday to comply with MyCSP, the civil service pension provider.
- 1.1.8. GAD does not have any particular bespoke requirements, but the system must allow HR and Payroll users to insert logos, add or amend letters, charts, reports, spreadsheets and links to external documents and templates easily, without having to pay for additional support or services.
- 1.1.9. GAD is intending to procure a contract for three years with the option to extend this by another three years
- #### 1.2. Project Schedule
- 1.2.1. Below is the proposed schedule for the procurement and implementation of the HR Management System/HR Management System and integral Payroll Solution

No.	Activity	Deadline
1	Publish Invitation to Tender on portal	21/04/17
2	Answer questions from tenderers	05/05/17
3	Issue question and answer summary	08/05/17
4	Receive tenders	19/05/17
5	Shortlist tenders	26/05/17
6	Presentations from tenderers	08/06/17
7	Notify successful and unsuccessful tenderers	15/06/17
8	Build and test new system	Summer/ Autumn 2017
9	Parallel run old and new systems. Train staff.	Autumn 2017
10	Full system goes live	Winter 2017

1.3 Scope of requirements for: an integrated Cloud based HR and Managed Payroll System

Overview of key functions requirements:

Integrated Cloud based HR and Managed Payroll System
<ol style="list-style-type: none"> 1. Core HR module 2. Online Recruitment module 3. Self Service module (includes employee and manager self service) 4. Absence module 5. Timesheets 6. Auto enrolment 7. Talent/Performance Management module 8. Learning and Development module 9. Expenses module 10. Payroll module (integrated with HR information) 11. Payroll output suitable for Civil Service pension server integration – MyCSP 12. Overall System Requirements 13. Workforce Planning module

Details:

Integrated Cloud based HR and Managed Payroll System
1. Core HR module
1.1 Detailed personal records
1.2 Organisation hierarchy & charting
1.3 Correspondence and document management
1.4 Compensation management
1.5 Comprehensive audit trail tracker
1.6 User specific HR Dashboard
1.7 Dynamic, context related, automated reports and graphs
1.8 Browser based reporting and query functionality
1.9 3rd party export facility

1.1.0 Single Sign On (SSO)
1.1.1 Outlook calendar integration
1.1.2 Data needs to be compliant with My Civil Service Pensions (MyCSP) data requirements.
2. Online Recruitment module
2.1 Online internal and external recruitment
2.2 Application Form Builder
2.3 Online applications
2.4 Multiple websites and job boards posting
2.5 Graduate recruitment
2.6 Automated correspondence
2.7 Application tracker
2.8 Candidate portal
2.9 Interview booking and self-selection
2.1.0 On-boarding
2.1.1 Recruitment statistics and costs analysis
3. Self Service module
3.1 Update personal details
3.2 View payslips
3.3 Staff surveys
3.4 Policies and procedures
3.5 Needs to be fully secured (limited access for managers to their staff details.)
4. Absence module
4.1 Online absence requests (includes: part-time, long term, altered absence)
4.2 Online management approval
4.3 Absence statistics and analytics
5. Timesheets
5.1 Online timesheets recording
5.2 Management approval functionality
5.3 Interface with existing clock-in system
6. Auto-enrolment
6.1 Automatically identify employees for auto-enrolment based on eligibility criteria.
6.2 Automatically inform eligible job holders they have been automatically enrolled.
6.3 Storage of historical opt-in and opt-out records (audit)
6.4 Automatically deduct pension contribution rates (via payroll)
6.5 Automatically identify eligible job holders who are not enrolled onto a qualifying pension scheme
6.6 Provide reports and analytics
6.7 Automate process as much as possible.

7. Talent/Performance Management module
7.1 Online performance management with appraisal recording and monitoring
7.2 Feedback performance 360° review tool
7.3 Talent Management reports and analytics
7.4 Automate process as much as possible.
8. Learning and Development module
8.1 Personal Development Plans
8.2 Course Scheduling
8.3 Course Diary
8.4 Online course bookings
8.5 Online course evaluations
8.6 Qualification based training including CPD tracking
8.7 Training budgeting and reporting
8.8 Training costs tracker
8.9 Management access to training records for their employee, team and department information including costs
8.10 Gathering evaluation of learning interventions at individual and manager level providing information to analysing results
9. Expenses module
9.1 Expenses claims
9.2 Expenses authorisation process
9.3 Expenses reports and analytics
10. Payroll Managed Service module
10.1 Online Payslips
10.2 Seamless integration with HR module
10.3 HMRC recognised
10.4 Definable and derivable pay elements
10.5 Student loans
10.6 Pensions (AVC and Stakeholder)
10.7 Holiday pay
10.8 GL integration
10.9 AOE and court orders
10.1.0 Ability to track and report on salary and bonus history
10.1.1 Ongoing compliance with Tax/NI requirements, as well as with UK legislation around: maternity/ parental pay, etc. benefits schemes (cycle to work, childcare vouchers, Pay as you earn, etc.)
10.1.2 Automated calculations of pensions, sick leave, benefits schemes.
10.1.3 On demand payroll reporting reports including, not limited to: BACS reports, P6 Notifications, Pension Listing, Court Orders, Gross/ Nett Pay Analysis, etc.
10.1.4 Hosted service with HMRC on behalf of the customer

11. Payroll output suitable for Civil Service pension server integration – MyCSP
11.1 Hosted service with MyCSP, through supplier's own Penserver (Compendia)
11.2 Option to integrate Payroll output with customer's existing Penserver.
11.3 Compliant with MyCSP requirements
12. Overall System Requirements
12.1 Excellent system user testing, training, handover and guidance
12.2 Exemplar after sales support and service
12.3 User-friendly reporting – able to create bespoke reports, easy to edit for various requirements and format data for report style
12.4 Able to create own fields for reporting and reports in-house without provider support
12.5 Dashboards and graphs functionality
12.6 Organisational people related and in particular headcount reports
12.7 Holiday views for individuals/managers/HR to view individual/team planned/past absences
12.8 Seamless integration of HR and Payroll system as well as with other heritage/internal systems.
12.9 Single Sign On to the system integrated with current Single Sign On process within client's environment
12.1.0 Outlook email/calendar integration & mail merge functions
12.1.1 Integrated staff survey tool
12.1.2 Automatic tracking, flagging/triggers for approaching milestones - probation, secondment, fixed term, performance, retirement
12.1.3 Tailored processes for ensuring information is requested and communicated at the right time/to the right people
12.1.4 Automatic processes for triggering and generating different types of communications linked to triggered or manually programmed events
12.1.5 Easy to change reporting lines for internal moves / matrix arrangements / temporary changes
13. Workforce Planning module
13.1 Workforce planning tool with succession planning capabilities for managers or HR to use to plan team structures and forecast potential vacancies and opportunities to develop individuals

Section D - IT security requirements

Information Security Requirements

Human Resources (HR) Corporate and Payroll Application Software

1 Legal Requirements

The primary legislative driver in relation to HR data is the **UK's Data Protection Act 1998 (DPA)**. Under this legislation, GAD as the "Data Controller" has an obligation to ensure the appropriate use of technical and organisation controls in order to protect sensitive and personal data belonging to employees. Employing formal security risk assessment and the identification of security requirements demonstrates appropriate due diligence and the Security Requirements

The following high level requirements identify key themes being considered during procurement and evaluation of potential solutions for GAD's HR and Payroll Corporate application software.

1.1 Unauthorised access

Browsers are a common platform for malware attacks which can lead to compromise of business data in the Cloud. In particular, where information can be assessed from outside of GAD's network perimeter (i.e. use of personal devices from home or public Internet sites).

1.1.1 Ensure access by approved persons from known trusted locations.

1.1.2 User access restrictions must be possible based on the network location (IP) of the user to prevent staff using the system from personal devices or public locations.

1.1.3 Multi-factor authentication as a means of improving authentication strength.

1.1.4 Suitable protection against account lockout by brute force attempts

1.1.5 Evidence of vendor secure methodology to prevent common web-based attacks (e.g. cross-site scripting, SQL injection).

1.2 Session Timeout

1.2.1 Application must provide configurable time out parameter and log-out users after a period of inactivity.

1.3 Directory Based Authentication

1.3.1 Support for federating to another authentication scheme, such as a corporate directory, an OAuth or SAML provider.

1.3.2 Session information and credential transfer by the establishment of a TLS (v1.2 or higher) protected connection.

1.3.3 Any internal system accounts, if employed, must support strong complex password authentication (or one time passwords).

1.3.4 Authentication data, if collected and stored by the system, must be encrypted at rest and passwords not sent in clear text over the network medium.

1.4 Information Disclosure

1.4.1 Personal sensitive information stored with the application must be protected from unauthorised downloading or exporting.

1.4.2 Any facility to export or download should be securely controlled through encryption and role based access on a need to know basis.

1.4.3 Information stored with the application must be appropriately protected from unauthorised access by means of encryption at rest and whilst in transit.

1.4.4 Encryption keys must be managed securely to prevent unauthorised access to information.

1.4.5 Backup data must be encrypted and held within the UK in a secure location, suitably protected hazards or threats faced by the primary data centre location.

1.5 Data Portability and ownership

1.5.1 GAD must remain the legal owner of any information stored, processed, transmitted or generated by the application.

1.5.2 There shall be suitable legal provision within contractual obligations confirming GAD as the legal owner of all information.

1.5.3 There should be suitable provisions to permit the export or transfer of all GAD information into a suitable native format in the event that a decision is made to move provider/application.

1.6 Data Protection

1.6.1 GAD information must be held in UK based locations under the jurisdiction of the UK's Data Protection Act 1998 (or any subsequent amendments in light of the UK's adoption of the EU General Data Protection Regulation in 2018)

1.6.2 Redundant or disaster recovery provision shall ensure that information continues to remain with the jurisdiction of the DPA.

1.7 Security Controls

1.7.1 Vendor required to hold an ISO27001 certification issued by a UK based certification body accredited by the United Kingdom Accreditation Service (UKAS).

1.7.2 Information provided on the effectiveness of all security controls employed at all data centres. Such information should be available on request and/or published by the vendor.

1.7.3 Evidence of suitable penetration testing of vendor products require

1.8 Role Based Access

1.8.1 Provision for least privileged access based on user definable roles.

1.9 Audit Logging

1.9.1 Audit trails to record and report upon all activity undertaken by users.

1.9.2 Reports should be secure and accessible based on role based/segregation of duties.

1.9.3 Provision made for real time alerting on suspicious activity.

1.9.4 A retention period should be configurable on audit log data to permit identification of potential misuse of data.

1.9.5 Logs should record at a minimum, date, time, username, network location, access performed, and the result of the action.

1.10 Data in Transit

1.10.1 Access should be restricted to only the GAD corporate network or GAD defined network external network locations (based on IP subnet address)

1.10.2 Traffic must be encrypted in transit using TLS 1.2 or higher.

1.11 Use of GAD Data

1.11.1 GAD HR information or any meta-data generated by the application must not be used by the provider or their partners for any purpose. Contractual agreements to explicitly state this.

Section E - Format of Tender Proposals

Format of Proposals

- E.1** Please respond in full to each of the questions for tenderers set out in section F, to allow GAD to make an informed selection of the most appropriate solution.
Please repeat the question in your Proposal and then include your answer.
- E.2** Please reply to all the questions even if you have previously provided this information.
This is to ensure that GAD can compare each of the options and the suppliers in a fair, like-for-like and reasonable manner. If a question is similar to a question included elsewhere in the questionnaire, please repeat your response where relevant and expand upon it where necessary.
- E.3** Please outline costs in pound sterling (£GBP). Please provide a summary of costs for each part of the project: Implementation, Annual License, Managed Payroll and HR split, any other costs. (clearly described.)
Cost should be quoted exclusive of output VAT. Please confirm this in your pricing schedule, and indicate if the project will attract output VAT and at what rate.
If your proposal includes costs for sub-contractors these costs must be identified and shown exclusive of any VAT they will charge to you.
- E.4** Please also ensure that you indicate in your bid if you are reliant on any third parties for any aspects of fulfilling the project as specified, or if this is a consortia bid. In such cases you should provide full details of subcontractors and partners, the nature of the relationship and the intended balance of work to be completed, and copies of quality assurance arrangements operating with subcontractors.
- E.5** Please submit your Proposal:
* written in English;
* in soft copy to: kim.ioannides@gad.gov.uk
- E.6** Please number every page sequentially in the main body of your Proposal and include the date and title of your document on each page of the main body.
- E.7** Any additional pre-existing material which may expand upon your Proposal should be included as appendices with cross-references to this material in the main body of your Proposal.
- E.8** While promotional material may be included or referred to in your Proposal, you are asked not to include it in substitution of responding fully to all questions.
- E.9** Please indicate your availability for a face-to-face interview within the following period:
31st of May - 8th of June 2017 (excluding Saturday and Sunday)

Section F - Questions for tenderers

- 5.1** Parts of the current HR system are seamlessly integrated with multiple other systems for instance: finance, IT.
Please describe how you will implement this new system without disrupting other departments work processes.
- 5.2** How will you gather our data to populate your system with?
- 5.3** What project management method(s) will you use to roll out this project? Prince 2, Waterfall, Agile?
- 5.4** How will you engage with us before, during and after the project? For example: will you be spending lots of time with us onsite, is most of the time based on conference calls, will you hold workshops, is there any system support or helpdesk?
- 5.5** During the pre-implementation and implementation, who will you need from our side to be available?
- 5.6** What is your proposed workplan, including key milestones and contingency plan to roll out this project.
Please base this upon a) your fastest Go Live date, b) latest Go Live date.
- 5.7** What do you consider the key risks to delivering this project and what contingencies will be put in place to mitigate these? Please identify any risk as either high, medium or low.
- 5.8** What system prerequisites do you have, please give us your specification for those.
- 5.9** We work in a very security driven data environment, how can you ensure the security and privacy of our data during and after the system implementation is guaranteed?
For example will you use an encrypted SFTP site for document sharing, if so please confirm.
- 5.10** Anyone who will be working on our fully managed payroll will need to be Baseline Security Vetted.
Please confirm your staff is already vetted or will have the right security clearances in place when you implement this project. (This could be subjected to an audit.)
- 5.11** If there are any requirements within the scope under C you won't be able to meet, please specify and describe how you are able to bridge the gap.

Section G - Evaluation criteria

Evaluation Criteria and Weightings

Proposals will be evaluated by attaching a score to:

- The quality of the proposal overall against the following criteria:
 - overall understanding of the work required
 - cost
 - value for money
 - ability to deliver a seamless HR and Payroll integrated system with current heritage systems
- The responses to the questions for bidders listed in section E

Scores will be awarded between 0 and 5 as follows:

- 0 = Unacceptable
- 1 = Unsatisfactory - below requirement
- 2 = Weak - well below requirement
- 3 = Mostly meets the requirement
- 4 = Good - completely meets the standard with moderate levels of assurance
- 5 = Outstanding - completely meets the standard with high levels of assurance

Weightings are given to each of the criteria and questions that are scored.
Your total score will be determined by the aggregate of these scores of each question once multiplied by the applicable weighting.

Criteria:	Weighting:
Overall understanding of the work required	3
Cost	2
Value for Money	2
Ability to deliver an integrated HR and Payroll system seamlessly connected with current heritage systems	3
Questions:	
1 Parts of the current HR system are seamlessly integrated with multiple other systems for instance: finance, IT. Please describe how you will implement this new system without disrupting other departments work processes.	2
2 How will you gather our data to populate your system with?	1
3 What project management method(s) will you use to roll out this project? Prince 2, Waterfall, Agile?	1
4 How will you engage with us before, during and after the project? For example: will you be spending lots of time with us onsite, is most of the time bases on conference calls, will you hold workshops, is there any system support or helpdesk?	1
5 During the pre-implementation and implementation, who will need from our side to be available?	1
6 What is your proposed workplan, including key milestones and contingency plan to roll out this project. Please base this upon a) your fastest Go Live date, b) latest Go Live date.	2
7 What do you consider the key risks to delivering this project and what contingencies will be put in place to mitigate these? Please identify any risk as either high, medium or low.	2
8 What system prerequisites do you have, please give us your specification for those.	2
9 We work in a very security driven data environment, how can you ensure the security and privacy of our data during and after the system implementation is guaranteed? For example will you use an encrypted SFTP site for documents sharing, if so please confirm.	3
10 Anyone who will be working on our fully managed payroll will need to be Baseline Security Vetted. Please confirm your staff is already vetted or will have the right security clearances in place when you implement this project. (This could be subjected to an audit.)	2
11 If there are any requirements within the scope under C you won't be able to meet, please specify and describe how you are able to bridge the gap.	2

Section H - Evidence requirements

Please enclose documentary evidence to show that you have the following types and amounts of insurance cover. This should be a copy of the relevant policy together with proof of payment of the current years' premium.

- * Employers Liability Cover
- * Public Liability Insurance Cover
- * Professional Indemnity Insurance

Section I – Standard terms and conditions of agreement for service provision

1 Interpretation

1.1 In these terms and conditions:

"Agreement"	means the contract between (i) the Customer acting as part of the Crown and (ii) the Supplier constituted by the Supplier's countersignature of the Award Letter and includes the Award Letter and Annexes;
"Award Letter"	means the letter from the Customer to the Supplier printed above these terms and conditions;
"Central Government Body"	<p>means a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics:</p> <ul style="list-style-type: none">(a) Government Department;(b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal);(c) Non-Ministerial Department; or(d) Executive Agency;
"Charges"	means the charges for the Services as specified in the Award Letter;
"Confidential Information"	means all information, whether written or oral (however recorded), provided by the disclosing Party to the receiving Party and which (i) is known by the receiving Party to be confidential; (ii) is marked as or stated to be confidential; or (iii) ought reasonably to be considered by the receiving Party to be confidential;
"Customer"	means the person named as Customer in the Award Letter;
"DPA"	means the Data Protection Act 1998;
"Expiry Date"	means the date for expiry of the Agreement as set out in the Award Letter;
"FOIA"	means the Freedom of Information Act 2000;
"Information"	has the meaning given under section 84 of the FOIA;
"Key Personnel"	means any persons specified as such in the Award Letter or otherwise notified as such by the Customer to the Supplier in writing;

“Party”	means the Supplier or the Customer (as appropriate) and “Parties” shall mean both of them;
“Personal Data”	means personal data (as defined in the DPA) which is processed by the Supplier or any Staff on behalf of the Customer pursuant to or in connection with this Agreement;
“Purchase Order Number”	means the Customer’s unique number relating to the supply of the Services;
“Request for Information”	has the meaning set out in the FOIA or the Environmental Information Regulations 2004 as relevant (where the meaning set out for the term “request” shall apply);
“Services”	means the services to be supplied by the Supplier to the Customer under the Agreement;
“Specification”	means the specification for the Services (including as to quantity, description and quality) as specified in the Award Letter;
“Staff”	means all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any sub-contractor of the Supplier engaged in the performance of the Supplier’s obligations under the Agreement;
“Staff Vetting Procedures”	means vetting procedures that accord with good industry practice or, where requested by the Customer, the Customer’s procedures for the vetting of personnel as provided to the Supplier from time to time;
“Supplier”	means the person named as Supplier in the Award Letter;
“Term”	means the period from the start date of the Agreement set out in the Award Letter to the Expiry Date as such period may be extended in accordance with clause 4.2 or terminated in accordance with the terms and conditions of the Agreement;
“VAT”	means value added tax in accordance with the provisions of the Value Added Tax Act 1994; and
“Working Day”	Means any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England.

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

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

2 Basis of Agreement

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

3 Supply of Services

- 3.1 In consideration of the Customer’s agreement to pay the Charges, the Supplier shall supply the Services to the Customer for the Term subject to and in accordance with the terms and conditions of the Agreement.
- 3.2 In supplying the Services, the Supplier shall:
 - 3.2.1 co-operate with the Customer in all matters relating to the Services and comply with all the Customer’s instructions;
 - 3.2.2 perform the Services with all reasonable care, skill and diligence in accordance with good industry practice in the Supplier’s industry, profession or trade;
 - 3.2.3 use Staff who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient

number to ensure that the Supplier's obligations are fulfilled in accordance with the Agreement;

3.2.4 ensure that the Services shall conform with all descriptions and specifications set out in the Specification;

3.2.5 comply with all applicable laws; and

3.2.6 provide all equipment, tools and vehicles and other items as are required to provide the Services.

3.3 The Customer may by written notice to the Supplier at any time request a variation to the scope of the Services. In the event that the Supplier agrees to any variation to the scope of the Services, the Charges shall be subject to fair and reasonable adjustment to be agreed in writing between the Customer and the Supplier.

4 Term

4.1 The Agreement shall take effect on the date specified in Award Letter and shall expire on the Expiry Date, unless it is otherwise extended in accordance with clause 4.2 or terminated in accordance with the terms and conditions of the Agreement.

4.2 The Customer may extend the Agreement for a period of up to 6 months by giving not less than 10 Working Days' notice in writing to the Supplier prior to the Expiry Date. The terms and conditions of the Agreement shall apply throughout any such extended period.

5 Charges, Payment and Recovery of Sums Due

5.1 The Charges for the Services shall be as set out in the Award Letter and shall be the full and exclusive remuneration of the Supplier in respect of the supply of the Services. Unless otherwise agreed in writing by the Customer, the Charges shall include every cost and expense of the Supplier directly or indirectly incurred in connection with the performance of the Services.

5.2 All amounts stated are exclusive of VAT which shall be charged at the prevailing rate. The Customer shall, following the receipt of a valid VAT invoice, pay to the Supplier a sum equal to the VAT chargeable in respect of the Services.

5.3 The Supplier shall invoice the Customer as specified in the Agreement. Each invoice shall include such supporting information required by the Customer to verify the accuracy of the invoice, including the relevant Purchase Order Number and a breakdown of the Services supplied in the invoice period.

5.4 In consideration of the supply of the Services by the Supplier, the Customer shall pay the Supplier the invoiced amounts no later than 30 days after verifying that the invoice is valid and undisputed and includes a valid Purchase Order Number. The Customer may, without prejudice to any other rights and remedies under the Agreement, withhold or reduce payments in the event of unsatisfactory performance.

5.5 If the Customer fails to consider and verify an invoice in a timely fashion the invoice shall be regarded as valid and undisputed for the purpose of paragraph 5.4 after a reasonable time has passed.

5.6 If there is a dispute between the Parties as to the amount invoiced, the Customer shall pay the undisputed amount. The Supplier shall not suspend the supply of the Services unless the Supplier is entitled to terminate the Agreement for a failure to pay undisputed sums in accordance with clause 16.4. Any disputed amounts shall be resolved through the dispute resolution procedure detailed in clause 19.

5.7 If a payment of an undisputed amount is not made by the Customer by the due date, then the Customer shall pay the Supplier interest at the interest rate specified in the Late Payment of Commercial Debts (Interest) Act 1998.

5.8 Where the Supplier enters into a sub-contract, the Supplier shall include in that sub-contract:

5.8.1 provisions having the same effects as clauses 5.3 to 5.7 of this Agreement; and

5.8.2 a provision requiring the counterparty to that sub-contract to include in any sub-contract which it awards provisions having the same effect as 5.3 to 5.8 of this Agreement.

5.8.3 In this clause 5.8, "sub-contract" means a contract between two or more suppliers, at any stage of remoteness from the Authority in a subcontracting chain, made wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of this Agreement.

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

6 Premises and equipment

- 6.1 If necessary, the Customer shall provide the Supplier with reasonable access at reasonable times to its premises for the purpose of supplying the Services. All equipment, tools and vehicles brought onto the Customer's premises by the Supplier or the Staff shall be at the Supplier's risk.
- 6.2 If the Supplier supplies all or any of the Services at or from the Customer's premises, on completion of the Services or termination or expiry of the Agreement (whichever is the earlier) the Supplier shall vacate the Customer's premises, remove the Supplier's plant, equipment and unused materials and all rubbish arising out of the provision of the Services and leave the Customer's premises in a clean, safe and tidy condition. The Supplier shall be solely responsible for making good any damage to the Customer's premises or any objects contained on the Customer's premises which is caused by the Supplier or any Staff, other than fair wear and tear.
- 6.3 If the Supplier supplies all or any of the Services at or from its premises or the premises of a third party, the Customer may, during normal business hours and on reasonable notice, inspect and examine the manner in which the relevant Services are supplied at or from the relevant premises.
- 6.4 The Customer shall be responsible for maintaining the security of its premises in accordance with its standard security requirements. While on the Customer's premises the Supplier shall, and shall procure that all Staff shall, comply with all the Customer's security requirements.
- 6.5 Where all or any of the Services are supplied from the Supplier's premises, the Supplier shall, at its own cost, comply with all security requirements specified by the Customer in writing.
- 6.6 Without prejudice to clause 3.2.6, any equipment provided by the Customer for the purposes of the Agreement shall remain the property of the Customer and shall be used by the Supplier and the Staff only for the purpose of carrying out the Agreement. Such equipment shall be returned promptly to the Customer on expiry or termination of the Agreement.
- 6.7 The Supplier shall reimburse the Customer for any loss or damage to the equipment (other than deterioration resulting from normal and proper use) caused by the Supplier or any Staff. Equipment supplied by the Customer shall be deemed to be in a good condition when received by the Supplier or relevant Staff unless the Customer is notified otherwise in writing within 5 Working Days.

7 Staff and Key Personnel

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

8 Assignment and sub-contracting

- 8.1 The Supplier shall not without the written consent of the Customer assign, sub-contract, novate or in any way dispose of the benefit and/ or the burden of the Agreement or any part of the Agreement. The Customer may, in

the granting of such consent, provide for additional terms and conditions relating to such assignment, sub-contract, novation or disposal. The Supplier shall be responsible for the acts and omissions of its sub-contractors as though those acts and omissions were its own.

- 8.2 Where the Customer has consented to the placing of sub-contracts, the Supplier shall, at the request of the Customer, send copies of each sub-contract, to the Customer as soon as is reasonably practicable.
- 8.3 The Customer may assign, novate, or otherwise dispose of its rights and obligations under the Agreement without the consent of the Supplier provided that such assignment, novation or disposal shall not increase the burden of the Supplier's obligations under the Agreement.

9 Intellectual Property Rights

- 9.1 All intellectual property rights in any materials provided by the Customer to the Supplier for the purposes of this Agreement shall remain the property of the Customer but the Customer hereby grants the Supplier a royalty-free, non-exclusive and non-transferable licence to use such materials as required until termination or expiry of the Agreement for the sole purpose of enabling the Supplier to perform its obligations under the Agreement.
- 9.2 All intellectual property rights in any materials created or developed by the Supplier pursuant to the Agreement or arising as a result of the provision of the Services shall vest in the Supplier. If, and to the extent, that any intellectual property rights in such materials vest in the Customer by operation of law, the Customer hereby assigns to the Supplier by way of a present assignment of future rights that shall take place immediately on the coming into existence of any such intellectual property rights all its intellectual property rights in such materials (with full title guarantee and free from all third party rights).
- 9.3 The Supplier hereby grants the Customer:
- 9.3.1 a perpetual, royalty-free, irrevocable, non-exclusive licence (with a right to sub-license) to use all intellectual property rights in the materials created or developed pursuant to the Agreement and any intellectual property rights arising as a result of the provision of the Services; and
- 9.3.2 a perpetual, royalty-free, irrevocable and non-exclusive licence (with a right to sub-license) to use:
- (a) any intellectual property rights vested in or licensed to the Supplier on the date of the Agreement; and
- (b) any intellectual property rights created during the Term but which are neither created or developed pursuant to the Agreement nor arise as a result of the provision of the Services,

including any modifications to or derivative versions of any such intellectual property rights, which the Customer reasonably requires in order to exercise its rights and take the benefit of the Agreement including the Services provided.

- 9.4 The Supplier shall indemnify, and keep indemnified, the Customer in full against all costs, expenses, damages and losses (whether direct or indirect), including any interest, penalties, and reasonable legal and other professional fees awarded against or incurred or paid by the Customer as a result of or in connection with any claim made against the Customer 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 Services, to the extent that the claim is attributable to the acts or omission of the Supplier or any Staff.

10 Governance and Records

- 10.1 The Supplier shall:
- 10.1.1 attend progress meetings with the Customer at the frequency and times specified by the Customer and shall ensure that its representatives are suitably qualified to attend such meetings; and
- 10.1.2 submit progress reports to the Customer at the times and in the format specified by the Customer.
- 10.2 The Supplier shall keep and maintain until 6 years after the end of the Agreement, or as long a period as may be agreed between the Parties, full and accurate records of the Agreement including the Services supplied under it and all payments made by the Customer. The Supplier shall on request afford the Customer or the Customer's representatives such access to those records as may be reasonably requested by the Customer in connection with the Agreement.

11 Confidentiality, Transparency and Publicity

- 11.1 Subject to clause 11.2, each Party shall:
- 11.1.1 treat all Confidential Information it receives as confidential, safeguard it accordingly and not disclose it to any other person without the prior written permission of the disclosing Party; and
- 11.1.2 not use or exploit the disclosing Party's Confidential Information in any way except for the purposes

anticipated under the Agreement.

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

- 11.2.1 where disclosure is required by applicable law or by a court of competent jurisdiction;
- 11.2.2 to its auditors or for the purposes of regulatory requirements;
- 11.2.3 on a confidential basis, to its professional advisers;
- 11.2.4 to the Serious Fraud Office where the Party has reasonable grounds to believe that the other Party is involved in activity that may constitute a criminal offence under the Bribery Act 2010;
- 11.2.5 where the receiving Party is the Supplier, to the Staff on a need to know basis to enable performance of the Supplier's obligations under the Agreement provided that the Supplier shall procure that any Staff to whom it discloses Confidential Information pursuant to this clause 11.2.5 shall observe the Supplier's confidentiality obligations under the Agreement; and
- 11.2.6 where the receiving Party is the Customer:
 - (a) on a confidential basis to the employees, agents, consultants and contractors of the Customer;
 - (b) on a confidential basis to any other Central Government Body, any successor body to a Central Government Body or any company to which the Customer transfers or proposes to transfer all or any part of its business;
 - (c) to the extent that the Customer (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions; or
 - (d) in accordance with clause 12.

and for the purposes of the foregoing, references to disclosure on a confidential basis shall mean disclosure subject to a confidentiality agreement or arrangement containing terms no less stringent than those placed on the Customer under this clause 11.

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

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

12 Freedom of Information

12.1 The Supplier acknowledges that the Customer is subject to the requirements of the FOIA and the Environmental Information Regulations 2004 and shall:

- 12.1.1 provide all necessary assistance and cooperation as reasonably requested by the Customer to enable the Customer to comply with its obligations under the FOIA and the Environmental Information Regulations 2004;
- 12.1.2 transfer to the Customer all Requests for Information relating to this Agreement that it receives as soon as practicable and in any event within 2 Working Days of receipt;
- 12.1.3 provide the Customer with a copy of all Information belonging to the Customer requested in the Request for Information which is in its possession or control in the form that the Customer requires within 5 Working Days (or such other period as the Customer may reasonably specify) of the Customer's request for such Information; and
- 12.1.4 not respond directly to a Request for Information unless authorised in writing to do so by the Customer.

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

to the Supplier's attention after any such disclosure.

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

13 Protection of Personal Data and Security of Data

- 13.1 The Supplier shall, and shall procure that all Staff shall, comply with any notification requirements under the DPA and both Parties shall duly observe all their obligations under the DPA which arise in connection with the Agreement.
- 13.2 Notwithstanding the general obligation in clause 13.1, where the Supplier is processing Personal Data for the Customer as a data processor (as defined by the DPA) the Supplier shall:
- 13.2.1 ensure that it has in place appropriate technical and organisational measures to ensure the security of the Personal Data (and to guard against unauthorised or unlawful processing of the Personal Data and against accidental loss or destruction of, or damage to, the Personal Data), as required under the Seventh Data Protection Principle in Schedule 1 to the DPA;
 - 13.2.2 provide the Customer with such information as the Customer may reasonably request to satisfy itself that the Supplier is complying with its obligations under the DPA;
 - 13.2.3 promptly notify the Customer of:
 - (a) any breach of the security requirements of the Customer as referred to in clause 13.3; and
 - (b) any request for personal data; and
 - 13.2.4 ensure that it does not knowingly or negligently do or omit to do anything which places the Customer in breach of the Customer's obligations under the DPA.
- 13.3 When handling Customer data (whether or not Personal Data), the Supplier shall ensure the security of the data is maintained in line with the security requirements of the Customer as notified to the Supplier from time to time.

14 Liability

- 14.1 The Supplier shall not be responsible for any injury, loss, damage, cost or expense suffered by the Customer if and to the extent that it is caused by the negligence or wilful misconduct of the Customer or by breach by the Customer of its obligations under the Agreement.
- 14.2 Subject always to clauses 14.3 and 14.4:
- 14.2.1 the aggregate liability of the Supplier in respect of all defaults, claims, losses or damages howsoever caused, whether arising from breach of the Agreement, the supply or failure to supply of the Services, misrepresentation (whether tortious or statutory), tort (including negligence), breach of statutory duty or otherwise shall in no event exceed a sum equal to 125% of the Charges paid or payable to the Supplier; and
 - 14.2.2 except in the case of claims arising under clauses 9.4 and 18.3, in no event shall the Supplier be liable to the Customer for any:
 - (a) loss of profits;
 - (b) loss of business;
 - (c) loss of revenue;
 - (d) loss of or damage to goodwill;
 - (e) loss of savings (whether anticipated or otherwise); and/or
 - (f) any indirect, special or consequential loss or damage.
- 14.3 Nothing in the Agreement shall be construed to limit or exclude either Party's liability for:
- 14.3.1 death or personal injury caused by its negligence or that of its Staff;
 - 14.3.2 fraud or fraudulent misrepresentation by it or that of its Staff; or
 - 14.3.3 any other matter which, by law, may not be excluded or limited.
- 14.4 The Supplier's liability under the indemnity in clause 9.4 and 18.3 shall be unlimited.

15 Force Majeure

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

16 Termination

- 16.1 The Customer may terminate the Agreement at any time by notice in writing to the Supplier to take effect on any date falling at least 1 month (or, if the Agreement is less than 3 months in duration, at least 10 Working Days) later than the date of service of the relevant notice.
- 16.2 Without prejudice to any other right or remedy it might have, the Customer may terminate the Agreement by written notice to the Supplier with immediate effect if the Supplier:
- 16.2.1 (without prejudice to clause 16.2.5), is in material breach of any obligation under the Agreement which is not capable of remedy;
 - 16.2.2 repeatedly breaches any of the terms and conditions of the Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms and conditions of the Agreement;
 - 16.2.3 is in material breach of any obligation which is capable of remedy, and that breach is not remedied within 30 days of the Supplier receiving notice specifying the breach and requiring it to be remedied;
 - 16.2.4 undergoes a change of control within the meaning of section 416 of the Income and Corporation Taxes Act 1988;
 - 16.2.5 breaches any of the provisions of clauses 7.2, 11, 12, 13 and 17;
 - 16.2.6 becomes insolvent, or if an order is made or a resolution is passed for the winding up of the Supplier (other than voluntarily for the purpose of solvent amalgamation or reconstruction), or if an administrator or administrative receiver is appointed in respect of the whole or any part of the Supplier's assets or business, or if the Supplier makes any composition with its creditors or takes or suffers any similar or analogous action (to any of the actions detailed in this clause 16.2.6) in consequence of debt in any jurisdiction; or
 - 16.2.7 fails to comply with legal obligations in the fields of environmental, social or labour law.
- 16.3 The Supplier shall notify the Customer as soon as practicable of any change of control as referred to in clause 16.2.4 or any potential such change of control.
- 16.4 The Supplier may terminate the Agreement by written notice to the Customer if the Customer has not paid any undisputed amounts within 90 days of them falling due.
- 16.5 Termination or expiry of the Agreement shall be without prejudice to the rights of either Party accrued prior to termination or expiry and shall not affect the continuing rights of the Parties under this clause and clauses 2, 3.2, 6.1, 6.2, 6.6, 6.7, 7, 9, 10.2, 11, 12, 13, 14, 16.6, 17.4, 18.3, 19 and 20.7 or any other provision of the Agreement that either expressly or by implication has effect after termination.
- 16.6 Upon termination or expiry of the Agreement, the Supplier shall:
- 16.6.1 give all reasonable assistance to the Customer and any incoming supplier of the Services; and
 - 16.6.2 return all requested documents, information and data to the Customer as soon as reasonably practicable.

17 Compliance

- 17.1 The Supplier shall promptly notify the Customer of any health and safety hazards which may arise in connection with the performance of its obligations under the Agreement. The Customer shall promptly notify the Supplier of any health and safety hazards which may exist or arise at the Customer's premises and which may affect the Supplier in the performance of its obligations under the Agreement.
- 17.2 The Supplier shall:
- 17.2.1 comply with all the Customer's health and safety measures while on the Customer's premises; and
 - 17.2.2 notify the Customer immediately in the event of any incident occurring in the performance of its obligations under the Agreement on the Customer's premises where that incident causes any personal injury or damage to property which could give rise to personal injury.
- 17.3 The Supplier shall:
- 17.3.1 perform its obligations under the Agreement in accordance with all applicable equality Law and the

Customer's equality and diversity policy as provided to the Supplier from time to time; and

17.3.2 take all reasonable steps to secure the observance of clause 17.3.1 by all Staff.

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

17.5 The Supplier shall comply with, and shall ensure that its Staff shall comply with, the provisions of:

17.5.1 the Official Secrets Acts 1911 to 1989; and

17.5.2 section 182 of the Finance Act 1989.

18 Prevention of Fraud and Corruption

18.1 The Supplier shall not offer, give, or agree to give anything, to any person an inducement or reward for doing, refraining from doing, or for having done or refrained from doing, any act in relation to the obtaining or execution of the Agreement or for showing or refraining from showing favour or disfavour to any person in relation to the Agreement.

18.2 The Supplier shall take all reasonable steps, in accordance with good industry practice, to prevent fraud by the Staff and the Supplier (including its shareholders, members and directors) in connection with the Agreement and shall notify the Customer immediately if it has reason to suspect that any fraud has occurred or is occurring or is likely to occur.

18.3 If the Supplier or the Staff engages in conduct prohibited by clause 18.1 or commits fraud in relation to the Agreement or any other contract with the Crown (including the Customer) the Customer may:

18.3.1 terminate the Agreement and recover from the Supplier the amount of any loss suffered by the Customer resulting from the termination, including the cost reasonably incurred by the Customer of making other arrangements for the supply of the Services and any additional expenditure incurred by the Customer throughout the remainder of the Agreement; or

18.3.2 recover in full from the Supplier any other loss sustained by the Customer in consequence of any breach of this clause.

19 Dispute Resolution

19.1 The Parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with the Agreement and such efforts shall involve the escalation of the dispute to an appropriately senior representative of each Party.

19.2 If the dispute cannot be resolved by the Parties within one month of being escalated as referred to in clause 19.1, the dispute may by agreement between the Parties be referred to a neutral adviser or mediator (the "**Mediator**") chosen by agreement between the Parties. All negotiations connected with the dispute shall be conducted in confidence and without prejudice to the rights of the Parties in any further proceedings.

19.3 If the Parties fail to appoint a Mediator within one month, or fail to enter into a written agreement resolving the dispute within one month of the Mediator being appointed, either Party may exercise any remedy it has under applicable law.

20 General

20.1 Each of the Parties represents and warrants to the other that it has full capacity and authority, and all necessary consents, licences and permissions to enter into and perform its obligations under the Agreement, and that the Agreement is executed by its duly authorised representative.

20.2 A person who is not a party to the Agreement shall have no right to enforce any of its provisions which, expressly or by implication, confer a benefit on him, without the prior written agreement of the Parties.

20.3 The Agreement cannot be varied except in writing signed by a duly authorised representative of both the Parties.

20.4 The Agreement contains the whole agreement between the Parties and supersedes and replaces any prior written or oral agreements, representations or understandings between them. The Parties confirm that they have not entered into the Agreement on the basis of any representation that is not expressly incorporated into the Agreement. Nothing in this clause shall exclude liability for fraud or fraudulent misrepresentation.

20.5 Any waiver or relaxation either partly, or wholly of any of the terms and conditions of the Agreement shall be valid only if it is communicated to the other Party in writing and expressly stated to be a waiver. A waiver of any right or remedy arising from a breach of contract shall not constitute a waiver of any right or remedy arising from any other breach of the Agreement.

20.6 The Agreement shall not constitute or imply any partnership, joint venture, agency, fiduciary relationship or other

relationship between the Parties other than the contractual relationship expressly provided for in the Agreement. Neither Party shall have, nor represent that it has, any authority to make any commitments on the other Party's behalf.

- 20.7 Except as otherwise expressly provided by the Agreement, all remedies available to either Party for breach of the Agreement (whether under the Agreement, statute or common law) are cumulative and may be exercised concurrently or separately, and the exercise of one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.
- 20.8 If any provision of the Agreement is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from the Agreement and rendered ineffective as far as possible without modifying the remaining provisions of the Agreement, and shall not in any way affect any other circumstances of or the validity or enforcement of the Agreement.

21 Notices

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

22 Governing Law and Jurisdiction

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