

Dated: 01 October 2025

THE ENGLISH SPORTS COUNCIL

- and -

WALNUT UNLIMITED LTD

CONTRACT NUMBER: SE1207

CONTRACT FOR CAMPAIGN EVALUATION SERVICES - QUANTITATIVE RESEARCH

Sport England
SportPark
3 Oakwood Drive
Loughborough
LE11 3QF

R04253-SE1207

DPS Schedule 6 (Order Form and Order Schedules)
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DPS Schedule 6 (Order Form and Order Schedules)

Order Form

ORDER REFERENCE: CCZZ25A06

THE BUYER: The English Sports Council

BUYER ADDRESS: SportPark,
3 Oakwood Drive, Loughborough
Leicestershire
LE11 3QF

THE SUPPLIER: Walnut Unlimited Ltd

SUPPLIER ADDRESS: 7-11 Lexington Street, London, England, W1F 9AF

REGISTRATION NUMBER: 01317137

DUNS NUMBER: **22-609-8564**

DPS SUPPLIER REGISTRATION SERVICE ID: **DPS153893**

APPLICABLE DPS CONTRACT

This Order Form is for the provision of the Deliverables and dated 1st October 2025. It's issued under the DPS Contract with the reference number RM6126 for the Provision of This Girl Can - Campaign Evaluation - Quantitative Brand Tracking.

DPS FILTER CATEGORY(IES):

Refer to Annex 2.

ORDER INCORPORATED TERMS

The following documents are incorporated into this Order Contract. Where numbers are missing we are not using those schedules. If the documents conflict, the following order of precedence applies:

1. This Order Form including the Order Special Terms and Order Special Schedules - Refer to Annex 1 to this Order Form.
2. Joint Schedule 1 (Definitions and Interpretation) **RM6126**
3. DPS Special Terms

DPS Schedule 6 (Order Form and Order Schedules)

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4. The following Schedules in equal order of precedence:

- Joint Schedules for **RM6126**
 - Joint Schedule 2 (Variation Form)
 - Joint Schedule 3 (Insurance Requirements)
 - Joint Schedule 4 (Commercially Sensitive Information)
 - Joint Schedule 6 (Key Subcontractors)
 - Joint Schedule 10 (Rectification Plan)
 - Joint Schedule 11 (Processing Data)
 - Joint Schedule 12 (Supply Chain Visibility)
 - Order Schedules for **RM6126**
 - Order Schedule 1 (Transparency Reports)
 - Order Schedule 2 (Staff Transfer)
 - Order Schedule 3 (Continuous Improvement)
 - Order Schedule 5 (Pricing Details)
 - Order Schedule 7 (Key Supplier Staff)
 - Order Schedule 8 (Business Continuity and Disaster Recovery)
 - Order Schedule 9 (Security)
 - Order Schedule 10 (Exit Management)
 - Order Schedule 16 (Benchmarking)
 - Order Schedule 20 (Order Specification)
5. CCS Core Terms (DPS version) v1.0.3
6. Joint Schedule 5 (Corporate Social Responsibility) **RM6126**
7. Order Schedule 4 (Order Tender) as long as any parts of the Order Tender that offer a better commercial position for the Buyer (as decided by the Buyer) take precedence over the documents above.

No other Supplier terms are part of the Order Contract. That includes any terms written on the back of, added to this Order Form, or presented at the time of delivery.

ORDER SPECIAL TERMS

The following Special Terms are incorporated into this Order Contract:

Refer to Annex 1 Special Terms.

ORDER START DATE: 01 October 2025

ORDER EXPIRY DATE: 30 September 2027

ORDER INITIAL PERIOD: 24 months

DELIVERABLES

RM6126 - Research & Insights DPS
Project Version: v1.0
Model Version: v1.3

DPS Schedule 6 (Order Form and Order Schedules)

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See details in Order Schedule 20 (Order Specification)

MAXIMUM LIABILITY

The limitation of liability for this Order Contract is stated in Clause 1 of Annex 1 to this Order Form.

ORDER CHARGES

See details in Order Schedule 5 (Pricing Details)

REIMBURSABLE EXPENSES

None

PAYMENT METHOD

All invoices must include a valid purchase order number.

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

Before payment can be considered, each invoice must include a detailed elemental breakdown of work completed and the associated costs.

Invoices should be submitted to: Finance.Payments@sportengland.org

BUYER'S INVOICE ADDRESS

Sport England, Finance Payments

Finance.Payments@sportengland.org

SportPark, 3 Oakwood Drive, Loughborough, Leicestershire, LE11 3QF

BUYER'S AUTHORISED REPRESENTATIVE

Juliette Westbrook

Senior Research and Evaluation Manager

Juliette.westbrook@sportengland.org

SportPark, 3 Oakwood Drive, Loughborough, Leicestershire, LE11 3QF

BUYER'S ENVIRONMENTAL POLICY

Sport England Policy: Environmental Sustainability – version 1 created 26/09/23

Refer to Annex 3.

BUYER'S SECURITY POLICY

See Schedule 9

SUPPLIER'S AUTHORISED REPRESENTATIVE

Hannah Kilshaw

Research Director

Hannah.kilshaw@walnutunlimited.com

7-11 Lexington Street, London, W1F 9AF

DPS Schedule 6 (Order Form and Order Schedules)

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SUPPLIER'S CONTRACT MANAGER

Hannah Kilshaw

Research Director

Hannah.kilshaw@walnutunlimited.com

7-11 Lexington Street, London, W1F 9AF

PROGRESS REPORT FREQUENCY

Frequency to be agreed during the scoping phase of the contract, as per updated schedule 3

PROGRESS MEETING FREQUENCY

Frequency to be agreed during the scoping phase of the contract, as per updated schedule 3

KEY STAFF

Hannah Kilshaw – Project Director – hannah.kilshaw@walnutunlimited.com

Claire Morris – Project Lead – claire.morris@walnutunlimited.com

Alasdair Pearce – Project Manager – alsadair.pearce@walnutunlimited.com

Amy Rayland – Project Executive – amy.rayland@walnutunlimited.com

Tijen Enver – Fieldwork Manager – tijen.enver@walnutunlimited.com

KEY SUBCONTRACTOR(S)

Forsta Worldwide

TestSet Data

CatalyseResearch

Toluna UK

PureProfile

E-AUCTIONS

Not Applicable

COMMERCIALLY SENSITIVE INFORMATION

Not Applicable

SERVICE CREDITS

Not Applicable

ADDITIONAL INSURANCES

In addition to its other obligations under the Contract (including at Joint Schedule 3) the Supplier shall take out and maintain, or procure the taking out and maintenance of the following additional insurances:

- Public and products liability insurance to cover all risks in the performance of, and in the provision of Deliverables under, the Call-Off Contract with a minimum limit of £10million (ten million pounds) for each occurrence and in the aggregate with regards to products liability;

DPS Schedule 6 (Order Form and Order Schedules)

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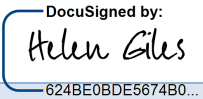
- Employers' liability insurance with a minimum limit of £5million (five million pounds) for each claim;
- Professional indemnity and cyber insurance adequate to cover all risks in the performance of the Call-Off Contract with a minimum limit of indemnity of the USD equivalent of £10million (ten million pounds) for each individual claim and in the aggregate;

GUARANTEE

Not Applicable

SOCIAL VALUE COMMITMENT

The Supplier agrees, in providing the Deliverables and performing its obligations under the Order Contract, that it will comply with the social value commitments in Order Schedule 4 (Order Tender).

For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:	 624BE0BDE5674B0...	Signature:	 9890BF01011A455...
Name:	Helen Giles	Name:	Nick Pontefract
Role:	Head of Finance	Role:	Chief Strategy Officer
Date:	01 October 2025	Date:	01 October 2025

CCZZ25A06 Provision of This Girl Can campaign evaluation - Quantitative Work, Sport England

Annex 1 – Special Terms

1. MAXIMUM LIABILITY

1.1. Clause 11.2 of the Core Terms is deleted and replaced as follows:

1.1.1. Supplier's total aggregate liability under or in connection with the Contract (whether in tort, contract or otherwise) shall be limited to the greater of:

a) 150% of the Charges paid or payable to the Supplier; or

b) £1,000,000.

1.1.2. The Buyer's total aggregate liability under or in connection with the Contract (whether in tort, contract or otherwise) shall be limited to 100% of the Charges paid or payable to the Supplier.

2. Fees and Payment

2.1. The Buyer shall pay to the Supplier the Charges exclusive of VAT (which if applicable shall be applied at the appropriate rate) subject to and in accordance with Clause 4 of the Core Terms as supplemented by this Special Term.

2.2. The Supplier shall invoice the Buyer in accordance with Call-Off Schedule 5 (Pricing Details).

2.3. The Supplier shall submit invoices to the address specified in clause 2.7 of this Special Term and each invoice shall quote all such information required under this Call-Off Contract.

2.4. The Buyer reserves the right to withhold payment to the extent that the Services have not been provided in accordance with the Call-Off Contract and shall notify the Supplier accordingly, giving reasons for such withholding. The Buyer shall only be entitled to withhold the amount indicated as in dispute.

2.5. Without prejudice to any other right or remedy, the Buyer reserves the right to set off any amount payable by the Buyer to the Supplier under this Call-Off Contract or any other contract.

2.6. Subject to Clause 2.4 of this Special Term, if the Buyer fails to make an undisputed payment when due under clause 4.4 of the Core Terms, the Supplier shall be entitled to charge interest from the date specified for payment upon the unpaid amount of the principal sum at the rate of 2 per cent per annum above the Bank of England base rate in force at the time of such failure to make payment until payment of the principal sum is made in full provided that:

a. The Supplier has given written notice to the Buyer that the amount has not been paid, specifying:

i. The total amount of interest owed at the date of the notice, and, if the principal sum has not been paid, the daily rate at which the interest will continue to accrue;

- ii. The invoice or invoices to which the interest relates; and
 - iii. The addressee to whom and address to which payment should be made; and
- b. In the event that any sum is agreed between the Parties or found to be due to the Supplier following the withholding of payment referred to in Clause 2.4 of this Special Term, the Buyer will pay interest on that sum in accordance with Clause 6 of this Special Term above from the date on which the Buyer should have paid that sum.

2.7. Accurate invoices and any supporting documentation requested by the Buyer shall be addressed as follows:

SportPark, 1st Floor, 3 Oakwood Drive, Loughborough, Leicestershire, LE11 3QF.

For the attention of: Accounts Payable Finance.Payments@sportengland.org

All invoices must include the following;

- (i) Supplier's representative's (contract manager) name and address;
- (ii) Invoice Number;
- (iii) Invoice Date;
- (iv) Name of Buyer's Representative (contract manager);
- (v) Title of the service as specified by Buyer's Representative (inclusive of named Campaign);
- (vi) Supplier's name;
- (vii) Total Invoice cost;
- (viii) VAT Number (if VAT registered); and
- (ix) Buyer Contract Reference Number (SE1207) and purchase order number.
- (x) Itemised development and managed service costs as separate line items.

3. New clause: Liquidated Damages

- 3.1. The Supplier shall notify the Buyer as soon as reasonably practicable and, in any event, within 5 working days of becoming aware that there may be a delay in meeting any performance dates specified in the Services.
- 3.2. The Supplier shall pay the Buyer the following sums if the Supplier does not deliver the Deliverables or relevant Service(s) on or before the performance dates specified in the Services: an amount from the Supplier at the rate of $\frac{\text{total contract price}}{\text{number of contract days}} \times \text{total liability (150\%)} \text{ per day ("Liquidated Damages")}$ from the relevant date for performance specified in the Services until:
 - a) a period of 10 days has elapsed; or
 - b) the Supplier performs the Services associated with the relevant date for performance,

whichever is sooner (the "**Liquidated Damages Period**").

- 3.3. The parties agree that Liquidated Damages are a fair and genuine pre-estimate of the loss that will be suffered by the Buyer if the Supplier fails to meet any performance dates.
 - 3.4. Subject to Clause 3.5, any Liquidated Damages payable pursuant to this Clause shall be deducted from the fees in the next invoice issued in accordance with Pricing and Payments clause following the end of the relevant Liquidated Damages Period.
 - 3.5. To the extent that the quantum of Liquidated Damages due exceeds the fees in the next invoice, the Supplier shall pay such excess to the Buyer within 5 working days after the date of issue of such invoice. If no further invoices are to be issued following the end of the Liquidated Damage Period, the Supplier shall pay to the Buyer the full amount of Liquidated Damages due within 5 working days after the end of the relevant Liquidated Damages Period.
4. **A new clause 7.6 shall be added to Clause 7 (*Supplier Staff*) of the Core Terms as follows:**
- “7.6 The Supplier warrants that it is an independent contractor and that all the personnel it engages to perform the Services shall be deemed to be the Supplier’s Staff and neither the Supplier nor any of the Supplier’s Staff shall be employees, agents or partners of the Buyer.”
5. **Clause 10.2.2 of the Core Terms shall be deleted and replaced as follows:**
- “10.2.2 Each Buyer has the right to terminate their Order Contract at any time without reason by giving the Supplier not less than 30 days' written notice.”

Data Protection

The Buyer requires the Supplier to enter into the Data Processing Agreement attached hereto as Appendix 1 to this Award Form. For the avoidance of doubt, the Data Processing Agreement is additional to and supplements Joint Schedule 11 (Processing Data) and in the event of any conflict, the order of precedence set out below for the Call-Off Incorporated Terms applies.

6. New clause: Data Processing Compliance

- 6.1. Notwithstanding the Buyer requiring the Supplier to enter into a Data Processing Agreement, in any event where the following types of processing activities are carried out the Supplier shall ensure it complies with the following:
- a) in the event of a relevant data subject rights request the Supplier shall report the relevant data subject rights request using the Buyer's OneTrust data privacy management system [webform](#) which can be accessed from the following [link](#) on the Buyer's website. In reporting and data subject rights the Supplier shall follow the *Buyer's Data Subject Rights Request Protocol* incorporated and attached as Appendix 2 to this Award Form;
 - b) in the event of a relevant data security breach or near miss incident the Supplier shall report the incident using the Buyer's One Trust data privacy management system following the guidance in the *OneTrust Data Privacy Management System-Data Security Breach & Near Miss Report-Supplier Assessment-Supplier Contract Manager Guidance* incorporated and attached Appendix 3 to this Award Form.
- 6.2. To ensure that the Buyer is compliant in relation to its Article 30 UK GDPR, record of processing activities obligations, where such processing is being conducted by the Supplier as an appointed processor, the Supplier shall capture and maintain such activities in the *ROPA Tracker for Suppliers and Other Parties Tracker* incorporated and attached as Appendix 4 to this Award Form. This tracker shall be subject to audit by the Buyer and an up-to-date copy shall be provided within 7 days upon written request by the Buyer.

7. New Clause: Artificial intelligence

- 7.1. The Supplier shall not, and shall procure that the Supplier Staff shall not, use Artificial Intelligence in the provision of the Services (including without limitation any generative Artificial Intelligence solutions or tools in the creation of any New IPR) without the prior written consent of the Buyer.
- 7.2. Where a Supplier proposes the use of Artificial Intelligence in the delivery of any of the Services under this Contract after contract execution the Supplier must first provide in writing an Artificial Intelligence impact assessment to the Buyer, the assessment shall include details on the type of Artificial Intelligence being applied, how Controller Data will be used and the proposed mitigations to ensure any AI

generated outcome does not conflict with the Buyer's strategy and Royal Charter obligations, and does not infringe the intellectual property rights of any third party.

- 7.3. Limited and approved use of Artificial Intelligence may be allowed by the Buyer if after review of the Artificial Intelligence impact assessment the Supplier warrants that its use of AI is incidental to the delivery of the contracted services, restricted to administrative use and does not use any contract personal or other data for machine learning training. For the avoidance of doubt, any approval or permission given by the Buyer for use of Artificial Intelligence does not affect either (i) the Supplier's obligations under this Contract; or (ii) any warranties and indemnities given by the Supplier under this Contract, all of which shall remain in full force and effect.
- 7.4. The Supplier shall defend, hold harmless and indemnify the Buyer, its officers, directors, employees, agents and subcontractors against all Claims resulting from, arising out of, or connected with this clause.

8. New Clause: Information Management

- 8.1. The Parties accept that where the Supplier engages in direct communication with parties on behalf of, or representing Sport England then to manage the Buyer's file retention management and other legislative record keeping and information management obligations (e.g. under FOIA, EIR and UK GDPR) the Supplier shall;
- a) comply with the Buyer's *File Retention Schedule* attached and incorporated by reference as Appendix 5 to this Award Form;
 - b) ensure that Controller Data is stored in a separate and easily accessible location;
 - c) provide or download and transfer such contract communications at regular intervals to be agreed by the Parties, or
 - a. as required by the Buyer, or
 - b. at the end of the Term as part of exit management; and
 - d) notify the Buyer within 48 hours of any information access request made by a third party relating to any work being performed by the Supplier on the Buyer's behalf.
- 8.2. The Buyer uses the Office 365 and Microsoft Enterprise framework as its information and communication management system, where a Supplier intends to use any application or system which is not capable of being integrated into the Buyer's system or which will introduce a new system into the Buyer's operating environment it shall notify the Buyer of the system it intends to use and provide a compliance assessment document relating to the interoperability of both systems and UK GDPR compliance of said system, provided that no Supplier system shall be deployed within the Buyer's environment or which processes the Buyer's personal data without prior notification and written approval by the Buyer.
- 8.3. The Buyer shall provide authorisation for the relevant Supplier system in the description of the Services or the Sub Processor table in the Data Processing

Agreement after provision, assessment and written approval of information requested at clause 8.2 above.

- 8.4. The methodology identified at clause 8.3 above shall also be used where the Supplier proposes to change systems or sub processors after execution of the Contract.
- 8.5. If requested by the Buyer, the Supplier shall provide evidence of compliance with any of its obligations under this clause.

9. New Clause: Intellectual Property Rights Tracker

- 9.1. In furtherance of the Supplier obligations in relation to Intellectual Property Rights under this Contract, if requested by the Buyer the Supplier shall maintain a log of both parties' relevant intellectual property rights relating to any Services being delivered using the Sport England *Intellectual Property Rights Tracker for Suppliers* template at Appendix 6 to this Award Form.

10. New Clause: Consents and Release Forms

- 10.1. The Supplier shall procure from all contributors to, and/or owners of Intellectual Property Rights in materials incorporated into, the Deliverables (including research participants, case study participants, contributors to audio visual materials and photographers) all necessary consents, releases and approvals (in the form of a template to be provided by the Buyer from time to time) to use their contribution, name, work or images in the Deliverables. The Supplier shall obtain such consents, releases and approvals in writing before beginning production of the relevant Deliverable(s) and provide copies to the Buyer upon request.

11. New Clause: Option to Extend

- 11.1. The Buyer retains a unilateral option to extend this Call-Off Contract at the end of the Call-Off Initial Period for a period of up to six (6) months which option shall be exercised by following the process set out in Clause 10.2 of the Core Terms.

Appendix 1 – Sport England Data Processing Agreement Template

DATA PROCESSING AGREEMENT

THIS AGREEMENT ("Agreement") is made and is BETWEEN:

- (1) **THE ENGLISH SPORTS COUNCIL** of SportPark, 3 Oakwood Drive, Loughborough Leicestershire LE11 3QF with registered company number RC000766 ("**Sport England**", "**Data Controller**"); and
- (2) **Walnut Unlimited Ltd** of 7-11 Lexington Street, London, England, W1F 9AF with registered company number 01317137 ("**Data Processor**")

collectively the "**Parties**" and each a "**Party**".

BACKGROUND

- (A) Sport England is a registered data processor with ICO registration number ZA208476 and processes personal data in accordance with the function of its public task may from time to time engage entities to process personal data on its behalf.
- (B) The Data Processor is a registered data processor with ICO registration number Z6247559 who is providing, or shall provide, Data Processing Services to Sport England in connection with the services pursuant to Sport England's Contract for services CCZZ25A06-SE1207-This Girl Can Campaign Evaluation Quantitative Research under RM6126 Research and Insights DPS dated 01 October 2025 that governs the primary relationship between the parties, and which is identified by the following reference number SE1207 and to which this Agreement is included by explicit reference as (the "**Principal Agreement**").
- (C) The Parties wish to enter into this agreement to ensure that Sport England and Data Processor comply with applicable Data Protection Legislation.

THE PARTIES AGREE AS FOLLOWS:

1. Definitions and Interpretation

1.1 In this Agreement the following words and expressions shall, unless the context otherwise requires, have the following meanings:

- (a) **Data Protection Legislation:** all applicable data protection and privacy legislation in force from time to time in the UK including the retained EU law version of the General Data Protection Regulation ((EU) 2016/679) (UK GDPR); the Data Protection Act 2018 (DPA 2018) (and regulations made thereunder) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended and the guidance and codes of practice issued by the Information Commissioner or other relevant regulatory authority and applicable to a party.
- (b) **Data Processing Services:** means the services supplied by the Data Processor in connection with the Principal Agreement, in particular, those services which involve the processing of Personal Data.
- (c) **Personal Data:** shall have the same meaning as that specified in the Data Processing Addendum set out in Schedule 1,
- (d) **UK Data Protection Legislation** means Data Protection Legislation, and
- (e) **UK GDPR** means the retained EU law version of the General Data Protection Regulation ((EU) 2016/679).

In this Agreement, unless the context otherwise requires, all references to "**Clauses**" and "**Schedules**" are references to clauses and schedules in and forming part of this Agreement.

- 1.2 Clause headings shall not affect the interpretation of this Agreement.
- 1.3 Words or phrases in the singular are to be interpreted to include the plural and vice versa and references to one gender shall include references to the other gender.
- 1.4 A reference to a statute, statutory provision or subordinate legislation is a reference to it as it is in force from time to time, taking account of any amendment or re-enactment and includes any statute, statutory provision or subordinate legislation which it amends or enacts.
- 1.5 In the event of any conflict between the terms of this Data Processing Agreement and Principal Agreement in relation to data processing, this Agreement shall take priority.
- 1.6
2. **Data Processing and electronic communications**
- 2.1 The Data Processor undertakes to Sport England that it shall only process the Personal Data to provide the Data Processing Services in accordance with the terms of the Data Processing Addendum and the terms of the Data Processing Addendum shall apply as between Sport England (as "**Controller**") and the Data Processor (as "**Processor**").
- 2.2 This Agreement shall be binding on each Party who has executed it from the date upon which it has been executed by both Parties.
- 2.3 The Data Processor agrees that it is its responsibility to implement appropriate technical and organisational measures to protect the Personal Data against unauthorised or unlawful processing and accidental destruction or loss.
- 2.4 The Data Processor shall comply with the Privacy and Electronic Communications (EC Directive) Regulations 2003 (as amended, updated or superseded by replacement legislation from time to time) in respect of any communications or marketing sent or undertaken by the Data Processor or by a Sub processor on behalf of Sport England in connection with the Principal Agreement ("Privacy Regulations"). Sport England reserves the right to request details of any electronic communications or direct marketing to ensure that these comply with Privacy Regulations and the Data Processor shall do all things to assist and enable Sport England to comply with such Privacy Regulations.
- 2.5 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 Principal Agreement dictates the status of each party under this Data Processing Agreement and for the purposes of this Agreement the Supplier may also be "Independent Data Controller" of the Personal Data where the Buyer is also "Controller", in respect of certain Personal Data under this Agreement which shall be specified in respective Annexes 1 (Processing Personal Data) & 2 (Controller to Controller Processing Personal Data) how the processing shall apply in each situation.
- 2.6 With respect to Personal Data provided by one Party to another Party for which each Party acts as Controller but which is not under the Joint Control of the Parties, each Party undertakes to comply with the applicable Data Protection Legislation in respect of their Processing of such Personal Data as Controller and the following shall apply.

2.6.1 Each Party shall Process the Personal Data in compliance with its obligations under the Data Protection Legislation and not do anything to cause the other Party to be in breach of it;

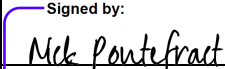
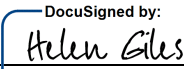
2.6.2 Where a Party has provided Personal Data to the other Party in accordance with paragraph the Principal Agreement Schedule 4 above, the recipient of the

Personal Data will provide all such relevant documents and information relating to its data protection policies and procedures as the other Party may reasonably require.

2.6.3 The Parties shall be responsible for their own compliance with Articles 13 and 14 GDPR in respect of the Processing of Personal Data for the purposes of the Contract.

3.
- 3.1

This Agreement shall be governed by and construed in accordance with English law and the Parties hereby submit to the non-exclusive jurisdiction of the English courts in relation to any dispute arising therefrom.

Capacity	Controller	Processor
Organization	The English Sports Council	Walnut Unlimited Ltd
Signature	Signed by: 	DocuSigned by: 
Name	9890BF01011A455... Nick Pontefract	624BE0BDE5674B0... Helen Giles
Title	Chief Strategy Officer	Head of Finance
Date	01 October 2025	01 October 2025

Annex 1: Data Processing Addendum

BACKGROUND

This Addendum is intended to ensure that Controller and the Processor comply with applicable Data Protection Laws.

AGREED TERMS

1. GENERAL

- 1.1 The terms used in this Addendum shall have the meanings set forth in this Addendum. Except as modified below, the terms of the Principal Agreement shall remain in full force and effect.
- 1.2 In consideration of the mutual obligations set out herein, the Parties hereby agree that the terms and conditions set out below shall be added as an Addendum to the Principal Agreement. Except where the context requires otherwise, references in this Addendum to the Principal Agreement are to the Principal Agreement as amended by, and including, this Addendum.
- 1.3 Subject to Clause 1.5 below, with regard to the subject matter of this Addendum, in the event of inconsistencies between the provisions of this Addendum and any other agreements between the Parties, including the Principal Agreement and including (except where explicitly agreed otherwise in writing, signed on behalf of the Parties) agreements entered into or purported to be entered into after the date of this Addendum, the provisions of this Addendum shall prevail save where any terms are expressly described as "Special Terms" intended to override the provisions of this Addendum. In particular, nothing in the Principal Agreement or otherwise shall limit or exclude Processor's liability under this Addendum.
- 1.4 This Addendum shall only apply to the extent that, in the course of the Processor providing the Services to Controller, pursuant to the Data Protection Laws, the Processor is deemed a "processor" (including, for the avoidance of doubt, where the Controller is in fact a processor for a principal controller, and the Processor is a sub processor in respect of the controller).
- 1.5 Nothing in this Addendum reduces the Processor's obligations under the Principal Agreement in relation to the protection of Personal Data or permits the Processor to Process (or permit the Processing of) Personal Data in a manner which is prohibited by the Principal Agreement.

2. INTERPRETATION

- 2.1 In this Agreement, the following capitalised terms shall have the meanings set out below:

"Applicable Laws"	the laws of England and Wales and the European Union and any other laws or regulations, regulatory policies, guidelines or industry codes which apply to Controller Personal Data;
"Controller Personal Data"	means any Personal Data Processed by a Contracted Processor pursuant to or in connection with the Principal Agreement;
"Contracted Processor"	means Processor or a Sub processor;

“Data Bridge”	means the UK government legislative authorisation of the United States as providing an adequate level of protection for data transfer purposes where the transfer is to an organisation in the United States listed on the EU-US Data Privacy Framework (DPF) as participating in the UK Extension to the DPF and an international transfer mechanism;
“Data Privacy Framework” or “DPF”	means the EU to US Data Privacy Framework;
“Data Protection Legislation”	means all applicable data protection and privacy legislation in force from time to time in the UK including the retained EU law version of the General Data Protection Regulation ((EU) 2016/679) (UK GDPR); the Data Protection Act 2018 (DPA 2018) (and regulations made thereunder) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended and the guidance and codes of practice issued by the Information Commissioner or other relevant regulatory authority and applicable to a party;
“EEA”	means the European Economic Area;
“EU Data Protection Laws”	means EU Directive 95/46/EC and EU Directive 2002/58/EC, as transposed into domestic legislation of each Member State and as amended, replaced or superseded from time to time, including by the GDPR and laws implementing or supplementing the GDPR;
“GDPR”	means European General Data Protection Regulation 2016/679;
“EU Standard Contractual Clauses”	means European Union Standard Contractual Clauses set out in the Commission Implementing Decision (EU) 2021/914 of 4 June 2021 on standard contractual clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council;
“Exporter”	means the party who sends the restricted transfer, who may be the Data Controller, the Data Processor or any other party appropriately identified under the terms of the IDTA or the UK Addendum to the EU SCCs;

“Importer”	means the party who receives the restricted transfer, who may be the immediate Data Processor authorised by the Data Controller or a sub processor engaged by the authorised Data Processor;
Independent Data Controller	means a party who already holds and is responsible for the personal data which may be further processed by that party as processor as part of the services under the Principal Agreement;
“International Data Transfer Agreement (IDTA)”	means the Information Commissioner's Office's (ICO) International Data Transfer Agreement, issued by the Information Commissioner under section 119A (1) of the Data Protection Act 2018 (DPA 2018) and in force from 21 March 2022, a transfer tool to comply with Article 46 of the UK GDPR when making restricted transfers.
“Processor Affiliate”	means an entity that owns or controls, is owned or controlled by or is or under common control or ownership with Processor, where control is defined as the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether through ownership of voting securities, by contract or otherwise;
Privacy Notice or PIN”	means the written fair processing notice to be provided to data subjects in advance of data processing;
“Services”	means the services supplied to or carried out by (or on behalf of) Processor for Controller pursuant to the Principal Agreement;
“Standard Contractual Clauses”	the standard contractual clauses for the transfer of personal data from the European Union to processors established in third countries (controller-to-processor transfers), as set out in the Annex to Commission Decision 2010/87/EU as amended, replaced or superseded from time to time;
“Sub processor”	means any person (including any third party and any Processor Affiliate but excluding an employee of the Processor) appointed by or on behalf of the Processor to Process Personal Data on behalf of Controller or otherwise in connection with the Principal Agreement;
“Third Country”	means a jurisdiction which is not a member of the United Kingdom;

“UK Addendum to the EU Standard Contractual Clauses” the Information Commissioner's Office's (ICO) International Data Transfer Addendum to the EU Commission Standard Contractual Clauses (SCCs) (Addendum), issued by the Information Commissioner under section 119A (1) of the Data Protection Act 2018 (DPA 2018) and in force from 21 March 2022, a transfer tool to comply with Article 46 of the UK GDPR when making restricted transfers;

“UK Data Protection Legislation” means Data Protection Legislation;

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

2.2 The terms, "**Commission**", "**Data Subject**", "**Member State**", "**Personal Data**", "**Personal Data Breach**", "**Processing**" and "**Supervisory Authority**" shall have the meanings given to them in the Data Protection Laws.

3. PROCESSING OF CONTROLLER PERSONAL DATA

3.1 Processor shall:

- (a) comply with all applicable Data Protection Laws in the Processing of Controller Personal Data; and
- (b) not Process Controller Personal Data other than on Controller's documented instructions unless Processing is required by Applicable Laws to which the Processor is subject, in which case Processor shall, to the extent permitted by Applicable Laws, inform Controller of that legal requirement before the relevant Processing of that Controller Personal Data.

3.2 Controller instructs the Processor to process Controller Personal Data as reasonably necessary for the provision of the Services and consistent with the Principal Agreement.

3.3 Schedule 1 to this Addendum sets out certain information regarding the Contracted Processors' Processing of Controller Personal Data as required by Article 28(3) of the GDPR (and, possibly, equivalent requirements of other Data Protection Laws). Controller may make reasonable amendments to Schedule 1 by written notice to Processor from time to time as Controller reasonably considers necessary to meet those requirements. Nothing in Schedule 1 (including as amended pursuant to this Clause 3.3) confers any right or imposes any obligation on any Party to this Addendum.

4. PROCESSOR PERSONNEL

4.1 The Processor shall take reasonable steps to ensure the reliability of any employee, agent or contractor of any Contracted Processor who may have access to the Controller Personal Data, ensuring in each case that access is strictly limited to those individuals who need to know and/or access the relevant Controller Personal Data, as strictly necessary for the purposes of the Principal Agreement, and to comply with Applicable Laws in the context of that individual's duties to the Contracted Processor, ensuring that all such individuals are subject to confidentiality undertakings or professional or statutory obligations of confidentiality.

5. SECURITY AND CONFIDENTIALITY OF DATA

5.1 Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, Processor shall in relation to the Controller Personal Data, implement appropriate technical and

organisational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1) of the GDPR. Such technical and organisational measures shall include, without limitation, those set out in Schedule 2 of this Agreement.

- 5.2 In assessing the appropriate level of security, Processor shall in particular take account of the risks that are presented by Processing, including from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to Controller Personal Data transmitted, stored or otherwise Processed.

6. SUBPROCESSING

- 6.1 Controller authorises the Processor to appoint Sub processors in accordance with this Clause 6 and any restrictions in the Principal Agreement.

- 6.2 Where any Sub processor is being engaged after the execution of the Principal Agreement and this Agreement the Processor shall give Controller prior written notice of the intention to appoint any Sub processor, by including full details of the Processing to be undertaken by the Sub processor in the form of Schedule 3 and returning to the Controller Contract Manager and Data Protection Officer at the details provided herein. Processor shall not appoint (nor disclose any Controller Personal Data to) the proposed Sub processor except with the prior written consent of Controller.

- 6.3 Before the Sub processor first processes Controller Personal Data with respect to each proposed Sub processor, Processor shall:

- (a) carry out adequate due diligence to ensure that the Sub processor is capable of providing the level of protection for Controller Personal Data required by the Principal Agreement;
- (b) ensure that the arrangement between Processor and Sub processor, is governed by a written contract including (i) terms which offer at least the same level of protection for Controller Personal Data as those set out in this Addendum and (ii) meet the requirements of Article 28(3) of the GDPR;
- (c) provide to Controller for review such copies of the agreements with Sub processors (which may be redacted to remove confidential commercial information not relevant to the requirements of this Addendum) as Controller may request from time to time.

- 6.4 Processor shall ensure that each Sub processor performs the obligations under Clauses 3.1, 4.1, 5, 7.1, 8.3, 9, 11.2 and 12 as they apply to Processing of Controller Personal Data carried out by that Sub processor, as if it were party to this Addendum in place of the Processor.

- 6.5 Where the Processor has pre-existing Sub processors it shall notify the Controller of the names, location and personal data processing function provided by said Sub processor and shall ensure that all actions performed shall be compliant with Data Protection legislation and provide proof of such compliance on request by the Controller, such notification shall be included in the annexed Schedule 3 related to Sub processor.

7. DATA SUBJECT RIGHTS

- 7.1 Taking into account the nature of the Processing, Processor shall assist Controller by implementing appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of Controller's obligations, as reasonably determined by Controller, to respond to requests to exercise Data Subject rights under Data Protection Legislation.

- 7.2 Processor's obligation pursuant to Clause 7.1 above, shall provide proof to the Controller that it has provided the appropriate notices to data subjects with respect to their rights generally and particularly in relation to the processing being undertaken on behalf of the Controller and shall assist the Controller without undue delay to respond to a Data Subject's request to exercise their:

- (a) Right of access, by Processor providing a copy of relevant Controller Personal Data to Controller in a commonly used electronic form;

- (b) Right of rectification, by Processor correcting inaccuracies in relevant Controller Personal Data and/or completing incomplete relevant Controller Personal Data;
- (c) Right of erasure, by Processor deleting the relevant Controller Personal Data;
- (d) Right of data portability, by Processor providing relevant Controller Personal Data in a structured, commonly used and machine-readable form so that it may be transferred by the relevant Data Subject (or Controller, as applicable) to another data controller without hindrance;
- (e) Right to object to processing, by Processor ceasing to process the relevant Controller Personal Data;
- (f) Right to restriction of processing, by Processor restricting the Processing it is carrying out on the relevant Controller Personal Data as requested by the Data Subject; and
- (g) Right not to be subject to automated individual decision making, by Processor not including the relevant Data Subject in any automated decision-making process without the prior written consent of Controller.

7.3 Processor shall:

- (a) promptly notify Controller if any Contracted Processor receives a request from a Data Subject under any Data Protection Law in respect of Controller Personal Data; and
- (b) ensure that the Contracted Processor does not respond to that request except on the documented instructions of Controller or as required by Applicable Laws to which the Contracted Processor is subject, in which case Processor shall to the extent permitted by Applicable Laws inform Controller of that legal requirement before the Contracted Processor responds to the request.
- (c) follow the *Sport England Data Subject Rights Request Protocol* incorporated by reference and attached as Appendix 2 to the Award Form of the Principal Agreement.

8. PERSONAL DATA BREACH

8.1 The Processor shall:

- (a) notify Controller without undue delay and in any event no later than 24 hours upon any Contracted Processor becoming aware of a Personal Data Breach affecting Controller Personal Data ("Controller Data Breach"); and
- (b) provide Controller with sufficient information to allow it to meet any obligations to report or inform Data Subjects of the Controller Data Breach under or in connection with Data Protection Legislation;
- (c) meaningfully consult with Controller in respect of the external communications and public relations strategy related to the Controller Data Breach;
- (d) subject to Applicable Law, not notify any data protection regulator of the Controller Data Breach without having obtained prior written approval by Controller; and
- (e) not issue a press release or communicate with any member of the press in respect of the Controller Data Breach, without having obtained prior written approval by Controller.

8.2 The notification set out in Clause 8.1.1 above, shall be submitted using the *Buyer's OneTrust Data Privacy Management System* access and guidance for use which are provided in the *Data Security Breach & Near Miss Report-Supplier Assessments-Supplier Contract Manager Guidance* incorporated by reference and attached as Appendix 3 to the Award Form of the Principal Agreement. which includes the following content as a minimum:

- (a) describe the nature of the Controller Data Breach, the categories and numbers of Data Subjects concerned, and the categories and numbers of Personal Data records concerned;
- (b) communicate the name and contact details of Processor's data protection officer or other relevant contact from whom more information may be obtained;

- (c) describe the likely consequences of the Controller Data Breach; and
 - (d) describe the measures taken or proposed to be taken to address the Controller Data Breach.
- 8.3 The Processor shall co-operate with Controller and take such reasonable commercial steps as are directed by Controller to assist in the investigation, mitigation and remediation of each Controller Data Breach.
- 9. DATA PROTECTION IMPACT ASSESSMENT**
- 9.1 The Processor shall provide reasonable assistance to Controller with any data protection impact assessments, and prior consultations with Supervising Authorities or other competent data privacy authorities, which Controller reasonably considers to be required by Article 35 or 36 of the GDPR or equivalent provisions of any other Data Protection Law, in each case solely in relation to Processing of Controller Personal Data by, and taking into account the nature of the Processing and information available to, the Contracted Processors.
- 10. DELETION OR RETURN OF CONTROLLER PERSONAL DATA**
- 10.1 Subject to Clauses 10.2 and 10.3 Processor shall promptly and in any event within 60 (sixty) days of the date of cessation of any Services involving the Processing of Controller Personal Data (the "Cessation Date"), delete and procure the deletion of all copies of those Controller Personal Data. "Delete" means to remove or obliterate Personal Data such that it cannot be recovered or reconstructed.
- 10.2 Subject to Clause 10.3, Controller may in its absolute discretion by written notice to Processor within 30 (thirty) days of the Cessation Date require Processor to delete and procure the deletion of all other copies of Controller Personal Data Processed by any Contracted Processor. The Processor shall comply with any such written request within 60 (sixty) days of the Cessation Date.
- 10.3 Each Contracted Processor may retain Controller Personal Data to the extent required by Applicable Laws and only to the extent and for such period as required by Applicable Laws and always provided that the Processor shall ensure the confidentiality of all such Controller Personal Data and shall ensure that such Controller Personal Data is only Processed as necessary for the purpose(s) specified in the Applicable Laws requiring its storage and for no other purpose.
- 10.4 The Processor shall provide written certification to Controller that each Contracted Processor has fully complied with this Clause 10 within 60 (sixty) days of the Cessation Date.
- 11. AUDIT RIGHTS**
- 11.1 The Processor will keep a record of any Processing of Controller Personal Data any Contracted Processor carries out.
- 11.2 Processor shall grant, and procure that any Contracted Processor grants, Controller and any auditors of or other advisers to Controller, access to any Contracted Processor's premises, information, systems, personnel and relevant records as may be reasonably required in order to:
 - (a) fulfil any legally enforceable request by any regulatory body or data subject; or
 - (b) undertake verification that obligations of the Contracted Processor are being performed in accordance with this Addendum.
- 11.3 Controller shall use its reasonable endeavours to ensure that the conduct of each audit does not unreasonably disrupt the Contracted Processor and that, where possible, audits are co-ordinated to minimise any disruption.
- 11.4 Processor shall provide, and procure that any relevant Contracted Processor provides, Controller (and its auditors and other advisers) with all reasonable co-operation, access and assistance in relation to each audit.
- 11.5 If an audit demonstrates that any Contracted Processor is failing to comply with obligations under this Addendum then, without prejudice to any other rights and remedies of Controller, Processor shall take the necessary steps to comply with, or procure compliance with, such obligations.
- 11.6 The Parties shall bear their own costs and expenses incurred in respect of

compliance with their obligations under Clauses 11.1 to 11.5, unless an audit identifies a material default by Processor, in which case the Processor shall reimburse Controller for its reasonable costs. Information and audit rights of Controller only arise under this Clause 11 to the extent that the Principal Agreement does not otherwise give Controller information and audit rights meeting the relevant requirements of Data Protection Law (including, where applicable under Article 28(3)(h) of the GDPR).

- 11.7 On at least an annual basis, Processor will, at its own cost, engage a Controller nominated or approved independent third-party security services provider, to perform comprehensive vulnerability and penetration testing of all Processor's systems and databases which process or are used in connection with the processing of, Controller Personal Data. Processor will promptly provide to Controller the results issued to Processor by such third-party provider following each vulnerability and penetration test. At the request of Controller, Processor shall carry out further vulnerability and penetration testing, in accordance with Controller's instructions. The costs of such further testing shall be shared equally between the Parties.

12. DATA TRANSFERS

- 12.1 The Processor shall not transfer Controller Personal Data to third countries, unless:
- (a) Processor has cooperated in or provided their own transfer impact assessment which establishes the lawful basis for such transfer and obtained Controller's prior written consent; and
 - (b) Processor has provided evidence of Data Protection Legislation compliant transfer mechanism which appropriately protects data subjects' rights; and
 - (c) Processor complies with one of the conditions set out in Clause 12.2 or otherwise, as specified by Controller.
- 12.2 In compliance with Clause 12.1.3 the Processor shall transfer Controller Personal Data to third countries, only subject to:
- (a) the Processor and the receiving entity entering into the International Data Transfer Agreement; or
 - (b) the Processor and the receiving entity entering into the EU SCCs and UK Approved International Data Transfer Addendum to the EU Commission Standard Contractual Clauses ("UK Addendum to the EU SCCs") for transfers regulated by Chapter V of the UK GDPR;
 - (c) the receiving entity is established in a country which is subject of a finding by the relevant Authority that such country ensures an adequate level of protection of the rights and freedoms of data subjects in relation to the Processing of Personal Data; or
 - (d) if the receiving entity is a Processor Affiliate, on the transfer of Controller Personal Data is carried out on the basis of binding corporate rules (BCRs);
 - (e) under any of the appropriate safeguards provided for under UK GDPR article 46; or
 - (f) otherwise under Data Protection Legislation (collectively the "International Transfer Mechanisms").
- 12.3 Additionally, to the requirements set out in Clause 12.1, the Processor must ensure that any transfer of Controller Personal Data, together with other reasonably practicable compliance steps, can take place without breach of applicable Data Protection Legislation.
- 12.4 If, due to a change in Data Protection Legislation, a transfer of Controller Personal Data made in accordance with Clause 12.1 and 12.3 above, can no longer take place without a breach of applicable Data Protection Law, the Processor must immediately:
- (a) notify Controller in writing;
 - (b) stop transferring any relevant Controller Personal Data;
 - (c) obtain renewed consent by Controller in accordance with Clause 12.1.

13. INSURANCE AND INDEMNITY

- 13.1 Processor shall maintain in force at least the following insurance policies with

reputable insurance companies to cover its relevant potential liabilities in connection with the Principal Agreement:

- (a) a public liability insurance policy with a limit of at least £5 million;
 - (b) a professional indemnity insurance policy with a limit of at least £5 million per claim;
 - (c) a product liability insurance policy with a limit of at least £5 million per claim;
 - (d) a cyber insurance policy with a limit of at least £1 million per claim; or current Cyber Certification;
 - (e) employer's liability insurance with a limit of at least £5 million for claims arising from a single event or series of related events in a single calendar year; and
- 13.2 The Processor shall provide Controller with a copy of each insurance policy set out in 13.1 and, on the renewal of each policy, the Processor shall promptly send a copy of the receipt of the premium paid by the Processor to Controller.
- 13.3 The Processor shall indemnify and keep indemnified and defend at its own expense Controller against all costs, claims, damages or expenses incurred by Controller or for which Controller may become liable due to any failure by any Contracted Processor or its employees or agents to comply with any of its obligations under this Addendum or Data Protection Legislation.
- 13.4 Without prejudice to any of its rights and remedies, Controller may by written notice to the Processor immediately terminate the Principal Agreement, if any Contracted Processor is in breach of its obligations under this Addendum or any Data Protection Law.

14. CHANGES TO THIS ADDENDUM

- 14.1 Controller may by at least 30 (thirty) days' written notice to Processor from time to time make variations to this Addendum, which:
- (a) are requested by Controller's insurance provider; and
 - (b) Controller reasonably considers to be necessary to address the requirements of any Data Protection Law.

15. GOVERNING LAW AND JURISDICTION

- 15.1 This Addendum shall be governed by and construed in accordance with English law and the parties submit to the exclusive jurisdiction of the courts of England and Wales in relation to any dispute arising therefrom.

16. SEVERANCE

- 16.1 Should any provision of this Addendum be invalid or unenforceable, then the remainder of this Addendum shall remain valid and in force. The invalid or unenforceable provision shall be either (i) amended as necessary to ensure its validity and enforceability, while preserving the Parties' intentions as closely as possible or, if this is not possible, (ii) construed in a manner as if the invalid or unenforceable part had never been contained in the Addendum.

SCHEDULE 1 TO DATA PROCESSING ADDENDUM

This Schedule 1 includes certain details of the Processing of Controller Personal Data as required by Article 28(3) GDPR.

- 1.1 The contact details of the Controller's Data Protection Officer are: dpo@sportengland.org
- 1.2 The contact details of the Supplier's Data Protection Officer are: Liz Tubb (liz.tubb@unlimitedgroup.com).
- 1.3 The Processor shall comply with any further written instructions with respect to Processing by the Controller, such communications shall be made by the designated Controller contract manager identified in the Principal Agreement.
- 1.4 Any such further instructions shall be incorporated into this Schedule.

The subject matter of the Processing of Controller Personal Data:	The subject matter of the processing of the Controller Personal Data shall be such information required to facilitate the scope of work is set out in the Principal Framework Agreement, the relevant Order Form and this Agreement, and any other information necessary to provide the good and services contracted for.		
The duration of the Processing of Controller Personal Data:	The duration of the Processing of the Controller Personal Data is set out in the Principal Agreement and this Addendum and shall not exceed the end of the Term by more than 60 days. Controller personal data to be deleted within 60 days of the end of the Principal Agreement.		
The purpose of the Processing of Controller Personal Data:	The purpose of the Processing is to enable the Processor to carry out the services under the Principal Agreement; specifically for the for the collection and evaluation of quantitative brand tracking with women, to evaluate the impact of This Girl Can on women, and quantitative tracking of people who are working in the sector, looking at the impact of Sport England's campaigns.		
The Categories of Data Subjects whose personal data will be processed	Buyer, Supplier staff, employees or representatives	Members of the Public	Other Government Representatives
The types of Controller Data Subjects' Personal Data to be Processed:	First name, last name, contact details, email address, phone numbers, visual	Age, gender, nationality, racial or ethnic origin, religion/religious beliefs, disability	Age, gender, racial or ethnic origin

	recordings, Gender, nationality, racial or ethnic origin, religion/religious beliefs, disabilities		
Lawful Basis of Processing of Controller Data Subjects' Personal Data	Controller: Public Task Processor: Contract		
The types of Controller Data Subjects' Special Category Personal Data to be Processed:	Gender, nationality, racial or ethnic origin, religion/religious beliefs, disabilities	Gender, nationality, racial or ethnic origin, religion/religious beliefs, disabilities	Gender, racial or ethnic origin
Lawful Basis of Processing of Controller Data Subjects Special Category Personal Data	Explicit Consent		
The nature of the Processing (processing activities) of Controller Personal & Special Category Data:	The nature of the Processing is to collect, record, store, combine, edit and delete the Personal Data.		
Data Sharing	The Processor shall not share Controller data beyond that required for the purpose of completing its work under this Agreement with any third parties unless it has obtained written approval from the Controller.		
The obligations and rights of Controller:	The obligations and rights of Controller are set out in the Principal Agreement and this Addendum.		
Data Retention	Controller personal data to be deleted within 60 days of the end of the Principal Agreement.		

Will Controller Personal Data be the subject of a restricted transfer to a third country, i.e. The USA, a country in the EU/ EEA, or the Rest of the World?	No
If yes, name the country/countries? And name the receiving entity	N/A
For each country name the applicable transfer mechanism (Processor to indicate which International Data Transfer mechanism in accordance with Clause 12) is relied on to transfer personal data outside the UK	N/A
If yes in each case provide the purpose for transferring the Controller personal data outside the UK	N/A

SCHEDULE 2 TO DATA PROCESSING ADDENDUM

MINIMUM TECHNICAL AND ORGANISATIONAL MEASURES

1. **Access.** Access to internal systems that store, Process or access Controller Personal Data must use an encrypted channel and require authentication. Remote administrative access to these systems must also be via an encrypted channel and require two factor authentication.
2. **User Access Management.** The Processor must only grant access to Relevant Data to those personnel with a business need for such access. The level of access accorded must be the minimum privilege level required to carry out their role. Segregation of duties should be implemented, where appropriate, to reduce the risk of irresponsible or deliberate system misuse. Controller Personal Data access should be reviewed at least quarterly and access records must be securely stored using commercially reasonable security measures commensurate with the Controller Personal Data in question.
3. **Network Security Controls.** The integrity of the Processor's network must be maintained by installing, maintaining and monitoring commercially reasonable firewalls, anti-virus protection and endpoint protection software that offers Intrusion Detection Systems (IDS) or Intrusion Prevention Systems (IPS) functionality.
4. **Operating System Security Controls.** The Processor's operating systems must be configured to remove or disable unnecessary functionality and be patched as soon as possible to protect against security vulnerabilities.
5. **Malicious Software.** The Processor shall use best endeavours using commercially reasonable technical and practical precautions and measures to ensure that any software, hardware, systems, or networks that may interact with Controller's systems, networks or any Controller Personal Data are not, and do not become, infected by any computer viruses, worms, Trojans, spyware or other malicious code.
6. **Storage.** The Processor is prohibited from storing any Controller Personal Data on desktops, portable computers or other portable storage media including but not limited to laptop computers, PDAs, USBs and CDs. The Processor must encrypt any backups generated that include Controller Personal Data.
7. **Handling.** The Processor covenants that it shall maintain sufficient technical and organisational measures, in accordance with best industry practice, to ensure the security and integrity of its computer and other information systems to prevent unauthorised disclosure, copying and/or use of Controller Personal Data.
8. **Anonymisation.** The Processor shall implement such technical and organisation measures in relation to any Controller Personal Data to comply with the ICO's Anonymisation Code of Practice (**ACOP**) to ensure that Controller Personal Data is not compromised by inappropriate disclosure through re-identification (where necessary to comply with applicable law). In this regard, the Processor shall consult meaningfully with Sport England beforehand in relation to any processes, procedures and data sharing arrangements where anonymisation may be appropriate. The Processor shall actively recommend to Sport England where, according to ACOP, anonymization techniques should be adopted (and also, where necessary, updated due to developments in technology).
9. **Data Custodian.** The Processor shall nominate a data custodian with responsibilities to ensure that this Schedule 2 is enforced and to act as the key point of contact for security questions, issues, incidents etc.

SCHEDULE 3 TO DATA PROCESSING ADDENDUM**SUBPROCESSOR PROCESSING DETAILS**

Full Legal Name of proposed Sub processor:	Forsta Worldwide Ltd		
Company number and place of incorporation of proposed Sub processor:	04122071 Blue Fin Building, 110 Southwark Street, London, England, SE1 0SU		
ICO Registration Number:	ZB398538		
Data Processing Agreement between Processor/Sub Processor:	YES		
Description of Service & processing Sub-processor will provide	Research Platform. Our survey responses are collected and stored on this platform.		
The Categories of Data Subjects whose personal data will be processed	Buyer, Supplier staff, employees or representatives	Members of the Public	Other Government Representatives
The types of Controller Data Subjects' Personal Data to be Processed:	First name, last name, contact details, email address, phone numbers, visual recordings, Gender, nationality, racial or ethnic origin, religion/religious beliefs, disabilities	Age, gender, nationality, racial or ethnic origin, religion/religious beliefs, disability	Age, gender, racial or ethnic origin
The types of Controller Data Subjects' Special Category Personal Data to be Processed:	Gender, nationality, racial or ethnic origin, religion/religious beliefs, disabilities	Gender, nationality, racial or ethnic origin, religion/religious beliefs, disabilities	Gender, racial or ethnic origin

The nature of the Processing (processing activities) of Controller Personal Data by proposed Sub processor:	The nature of the Processing is to collect, record, store and delete the Personal Data.
Technical Capacity	N/A
Will Controller Personal Data be transferred outside of the UK? If yes, where to and to whom?	No
Transfer Mechanism (Processor to indicate which Data Protection Legislation mechanism is relied on to transfer personal data outside the UK)	N/A
If yes in each case provide the purpose for transferring the Controller personal data outside the UK	N/A

Full Legal Name of proposed Sub processor:	TestSet Data Limited
Company number and place of incorporation of proposed Sub processor:	15381528 Office 2.08 140 Borough High Street London SE1 1LB
ICO Registration Number:	ZB660276
Data Processing Agreement between Processor/Sub Processor:	YES
Description of Service & processing Sub-processor will provide	Panel provider. Respondents signed up to the TestSet panel are asked to take part in the survey, via informed consent.
Independent Data Controller	The Sub-Processor will also be an independent data controller in respect of the data processed under this agreement.
The Categories of Data Subjects whose personal data will be processed	Members of the Public
The types of Controller Data Subjects' Personal Data to be Processed:	Age, gender, nationality, racial or ethnic origin, religion/religious beliefs, disability
The types of Controller Data Subjects' Special Category Personal Data to be Processed:	Gender, nationality, racial or ethnic origin, religion/religious beliefs, disabilities
The nature of the Processing (processing activities) of Controller Personal Data by proposed Sub processor:	The nature of the Processing is to collect, record, store, combine, edit and delete the Personal Data.
Technical Capacity	N/A
Will Controller Personal Data be transferred	No

outside of the UK? If yes, where to and to whom?	
Transfer Mechanism (Processor to indicate which Data Protection Legislation mechanism is relied on to transfer personal data outside the UK)	N/A
If yes in each case provide the purpose for transferring the Controller personal data outside the UK	N/A

Full Legal Name of proposed Sub processor:	CatalyseResearch Ltd
Company number and place of incorporation of proposed Sub processor:	15398455 Mary Sheridan House, 11-19 St Thomas Street, London SE1 9RY
ICO Registration Number:	
Data Processing Agreement between Processor/Sub Processor:	YES
Description of Service & processing Sub-processor will provide	Panel provider. Respondents signed up to the Catalyse Research panel are asked to take part in the survey, via informed consent.
Independent Data Controller	The Sub-Processor will also be an independent data controller in respect of the data processed under this agreement.
The Categories of Data Subjects whose personal data will be processed	Members of the Public
The types of Controller Data Subjects' Personal Data to be Processed:	Age, gender, nationality, racial or ethnic origin, religion/religious beliefs, disability
The types of Controller Data Subjects' Special Category Personal Data to be Processed:	Gender, nationality, racial or ethnic origin, religion/religious beliefs, disabilities
The nature of the Processing (processing activities) of Controller Personal Data by proposed Sub processor:	The nature of the Processing is to collect, record, store, combine, edit and delete the Personal Data.
Technical Capacity	N/A

Will Controller Personal Data be transferred outside of the UK? If yes, where to and to whom?	No
Transfer Mechanism (Processor to indicate which Data Protection Legislation mechanism is relied on to transfer personal data outside the UK)	N/A
If yes in each case provide the purpose for transferring the Controller personal data outside the UK	N/A

Full Legal Name of proposed Sub processor:	Toluna UK Ltd
Company number and place of incorporation of proposed Sub processor:	03956201 Ealing Cross, 85 Uxbridge Road, London, W5 5TH
ICO Registration Number:	Z2725286
Data Processing Agreement between Processor/Sub Processor:	YES
Description of Service & processing Sub-processor will provide	Panel provider. Respondents signed up to the Toluna Research panel are asked to take part in the survey, via informed consent.
Independent Data Controller	The Sub-Processor will also be an independent data controller in respect of the data processed under this agreement.
The Categories of Data Subjects whose personal data will be processed	Members of the Public
The types of Controller Data Subjects' Personal Data to be Processed:	Age, gender, nationality, racial or ethnic origin, religion/religious beliefs, disability
The types of Controller Data Subjects' Special Category Personal Data to be Processed:	Gender, nationality, racial or ethnic origin, religion/religious beliefs, disabilities
The nature of the Processing (processing activities) of Controller Personal Data by proposed Sub processor:	The nature of the Processing is to collect, record, store, combine, edit and delete the Personal Data.
Technical Capacity	N/A
Will Controller Personal Data be transferred	No

outside of the UK? If yes, where to and to whom?	
Transfer Mechanism (Processor to indicate which Data Protection Legislation mechanism is relied on to transfer personal data outside the UK)	N/A
If yes in each case provide the purpose for transferring the Controller personal data outside the UK	N/A

Full Legal Name of proposed Sub processor:	PureProfile Ltd
Company number and place of incorporation of proposed Sub processor:	04077299 20 St Thomas Street, Runway East, London, SE1 9RS
ICO Registration Number:	Z8017946
Data Processing Agreement between Processor/Sub Processor:	YES
Description of Service & processing Sub-processor will provide	Panel provider. Respondents signed up to the PureProfile panel are asked to take part in the survey, via informed consent.
Independent Data Controller	The Sub-Processor will also be an independent data controller in respect of the data processed under this agreement.
The Categories of Data Subjects whose personal data will be processed	Members of the Public
The types of Controller Data Subjects' Personal Data to be Processed:	Age, gender, nationality, racial or ethnic origin, religion/religious beliefs, disability
The types of Controller Data Subjects' Special Category Personal Data to be Processed:	Gender, nationality, racial or ethnic origin, religion/religious beliefs, disabilities
The nature of the Processing (processing activities) of Controller Personal Data by proposed Sub processor:	The nature of the Processing is to collect, record, store, combine, edit and delete the Personal Data.
Technical Capacity	N/A
Will Controller Personal Data be transferred	No

outside of the UK? If yes, where to and to whom?	
Transfer Mechanism (Processor to indicate which Data Protection Legislation mechanism is relied on to transfer personal data outside the UK	N/A
If yes in each case provide the purpose for transferring the Controller personal data outside the UK	N/A

Appendix 2 - Buyer's Data Subject Rights Request Protocol

The purpose of this document is to outline the procedure when handling Data Subject's Rights Requests pursuant to your contractual relationship with Sport England. Under UK GDPR data subjects have rights in relation to the processing of their personal data; right to be informed, of access, to rectification, to erasure, to restrict processing, to data portability, to object, to withdraw consent and in relation to automated decision-making and profiling.

As our appointed processor under an executed data processing agreement or relevant data processing terms in our standard terms and conditions you may receive data subject rights requests (DSRRs) relating to personal data you hold or otherwise process on our behalf. but the main types are Subject Access Requests (SARS) where a data subject requests access to all personal data held relating to them (not to be confused with FoI) and Requests for Erasure or Deletion (RfE/D) or withdrawal of consent (WoC). Data subject rights requests are statutory and must be given the highest and most urgent priority for handling as the time for completion is **one calendar month** from the date of receipt and failure to comply can lead to monetary claims, ICO reprimand or fines to the organization.

As a contracted supplier and authorised data processors we are both actively obliged to work together and actively cooperate in managing relevant requests. Sport England must be aware of and be satisfied with the compliant management of the request and must keep a log of actions and final decisions.

Handling DSRRs

Step 1 - As a registered data processor in your own right you are obliged to capture the details of any processing you undertake on behalf of contracted data controllers in your Record of Processing Activity (RoPA). This will allow you to be able to quickly identify the nature and location of information and/or personal data held on behalf of Sport England.

Step 2 - Identifying a DSRR is critical at the earliest stage. Such a request can be made in writing or over the phone or using any of the platforms for communication you may provide relating to the contracted services. This means it is crucial for the persons responsible for those contact points can quickly identify a data subject request and pass it to the proper channels for action.

Step 3 - A DSRR is deemed to be received by Sport England on the date it is sent to **any Sport England email address** or **received by a Sport England authorised data processor** (this would be a contracted supplier under a data processing agreement or term in a contract). It should be logged by the recipient in their own records system and forwarded to the DPO (dpo@sportengland.org) and your contract manager immediately.

Step 4 -The DPO will then provide advice to the internal or external recipient on the DSRR and correct handling, identifying which actions will need to be managed by different teams (if not previously established).

Step 5 - Ascertain that the requester truly is the person who they are claiming to be, some subject rights requests are disguised phishing or fraud attempts and acting on an unverified subject claim may lead to a greater data privacy breach which will then have to be notified to the ICO.

Methods of verification may include asking questions only the data subject would know or requesting proof. The DPO will work with you to obtain this. If the requester is a representative of the data subject obtain proof of authorization. You can also use this interaction with the requester to ensure you are both on the same page on what is being requested. You can ask them directly what is being requested.

For example, someone may send an email claiming they are a next of kin of an SE employee, you would check with HR and then devise a way to ask a question only a true representative person would know.

Step 6 - If identification verification is a preliminary issue once you are certain of the identity of the requester the one calendar month clock starts to run (e.g. a calendar month to the day the request was made 2 January 2021 must be responded to by 2 February 2021, if that date falls on a public holiday we reply on the very next working day. You will send an email to the requester advising that the request will be reviewed and completed within the designated calendar month.

Step 7 - Locate the subject in Sport England's or the data processor's records and databases.

Procedure as follows -

1. On your end you should respond to the requester acknowledging the request and seeking preliminary verification or indicating the deadline within which we must return to the requester (alternate template emails found in **Appendix 1b/1c**) This email (1c) may request they provide some background as to their interaction with Sport England so we can search for the material and return to them.
2. Your handler should update your own log with request details.
3. Once further details are received from requester, acknowledge receipt and forward complete request and all communication to Sport England DPO and contract manager.
4. Notify the Sport England DPO using the [OneTrust](#) system which can be accessed by the Sport England [website](#) (copying your contract manager in the case of suppliers), you will be supported in your actions or the DPO may take over handling after assessing the risk profile of the request.
5. The OneTrust system is a preliminary notifying mechanism which is monitored by the Data Protection Team.
6. All actions taken must be logged in your organization's RoPA.

**Appendix 1b - Acknowledgement of request by Authorized Data Processor
(Preliminary Verification)**

Dear X,

Thank you for your request relating to your personal data.

We acknowledge receipt of your email dated (include date here) and the request included. Any personal data we hold in relation to your request is held pursuant to our contract for services with the English Sports Council (Sport England). Through us Sport England is required to review your request in accordance with data protection law and reply to you within **a calendar month of receipt**.

However, before we can start processing your request we must be assured of your identity and that the request relates to your personal data. For the purposes of verification, we would ask you to provide some information which would allow us to confirm your identity, e.g. a copy of your last correspondence from us or some detail on the circumstances within which we have interacted with you? E.g., a campaign, mailing list, newsletter, award application etc.).

Thank you for your urgent response so we can effectively process your request within the time stipulated.

Appendix 1c- Acknowledgement of request by Authorized Data Processor (Where Identity or authorisation is verified)

Dear X (name of requester)

We acknowledge receipt of your request (include date here) please be advised as follows.

Any personal data we hold for or relating to you is held pursuant to our contract for services with the English Sports Council (Sport England) and our processing of such personal data is based on an authorised data processing agreement. We are satisfied based on information that we already hold or information you have provided to us that you are the appropriate data subject.

As Sport England is the primary Controller and the party responsible for complying with your request, we have forwarded your request to their data protection officer who is copied here.

We will of course work with Sport England to provide any relevant material which will allow them to satisfy your request.

We acknowledge that in accordance with UK GDPR legislation your claim must be responded to within a calendar month of receipt.

Appendix 3 - OneTrust Data Privacy Management System-Data Security Breach & Near Miss Report-Supplier Assessment-Supplier Contract Manager Guidance

The OneTrust Assessment must be completed by Sport England's Authorised Supplier immediately upon discovery of a data security breach. The Supplier should notify the Sport England (SE) Contract Manager, and the SE Data Protection Team (DPO@sportengland.org), via email of the breach. The SE Contract Manager will acknowledge receipt of notice and launch the OneTrust Assessment and assign the assessment to the Supplier Contract Manager or other Supplier Representative to complete.

This guidance is designed to assist the Supplier Contract Manager in managing a Data Security Breach related to a contract with Sport England. This guidance contains a glossary and considers Supplier responses to requests for additional information within the Assessment (info requests).

Glossary

Key Terms	Abbreviations	Definitions
Accidental Disclosure	AD	A DSB or NM when personal data is mistakenly shared or disclosed digitally, physically and/or verbally to an inappropriate party who should not otherwise have received that personal data.
Authorised Supplier	AS	A DSB or NM where a party who has been contracted to provide a good or service to Sport England and without a contract has been appointed a data processor.
Business Critical Information	BCI	Any information which is necessary for the operation or delivery of a Sport England service and may or may not include personal data.
Business Non-Critical Information	BNCI	Any information which is relevant to the operation or delivery of a Sport England service and may or may not include personal data.
Data Protection Officer	DPO	This is a statutory role within an organisation designated to ensure compliance with data protection laws and regulations.
Data Security Breach	DSB	Any event or action which results in either the unauthorised or unlawful processing of

(or Data Breach)		personal data or the accidental loss, destruction or disclosure of or damage to either personal data or business critical information and that also includes parties being given access who should not be given access. Non-exhaustive examples are identified in this Glossary for quick reference.
Denial of Service Attack	DoSA	A DSB or NM where a network or server, such as a website, is maliciously flooded with manufactured traffic (typically using botnets) to either cause it to fail or flood it with traffic that legitimate users cannot access it.
Hoax	HX	A DSB or NM when a fraudulent notification is sent to an individual and/or organisation claiming to be a legitimate alert about a data security breach, often used to extract further information and/or infect devices under the guise of legitimacy.
Human Error	HE	A DSB or NM when personal data is mishandled by an individual which resulted in that personal data being shared or disclosed digitally, physically and/or verbally to an inappropriate party who should not otherwise have received that personal data (<i>this option should be selected where not otherwise captured in the available options</i>).
Incident	IN	A DSB or NM event.
Intrusion	INTR	A DSB or NM where an unauthorised entity gains access to Sport England's system or network, including access to sensitive, confidential and/or business information and protected personal data.
Loss/Theft	L/T	A DSB or NM where an electronic device (for example work laptop, work phone etc.) containing personal information of others has been misplaced or stolen. This may be of particular concern if the data is not sufficiently secure, for example the device has not been encrypted.

Misdirected Email	ME	A DSB or NM where an email containing personal data is sent to the wrong email address. This could be data about one person or multiple individuals, Sport England business information which may or may not include personal data
Near-Miss	NM	Any event or action, which if not detected and prevented, would have resulted in either the unauthorised or unlawful processing of personal data or the accidental loss, destruction or disclosure of or damage to either personal data or business critical information and that also includes parties being given access who should not be given access. Non-exhaustive examples are provided here for quick reference
Network Scanning/Probing	NS/P	A DSB or NM where entities try to identify and determine the type of services or applications running on Sport England's systems or networks to exploit weaknesses.
Ransomware	RNSMW	A DSB or NM involving a type of malware that unlawfully encrypts a user's files and demands a ransom to unencrypt files, usually in the form of cryptocurrency.
Root Compromise	RC	A DSB or NM where unauthorised access is obtained at the highest administrative level of a Sport England system or network, typically the root user with an administrator's account with the highest privileges and functionality to access and/or modify files and settings in a given system.
Senior Information Risk Officer/Owner	SIRO	The Senior Information Risk Officer/Owner (Chief Finance Officer)– This role is at the highest executive level. The SIRO will sign off on any organisational wide changes in data protection policy or compliance. They are responsible for assessing whether levels of risk to compliance are acceptable.
Social Engineering (e.g. phishing)	SE	A DSB or NM involving an attempt to obtain information by posing as a trustworthy entity, deceiving recipients into sharing

		sensitive information (such as usernames, passwords, business information, or financial details) or by encouraging them to visit a fake website.
System Misuse	SM	A DSB or NM involving the use of a system or personal data for purposes other than those intended or permitted which has led to a Data Security Breach and/or Near-Miss incident.
Technical Vulnerability	TeV	A DSB or NM where any hardware or software misconfiguration or vulnerability leading to a disclosure of information to recipients who should not have access to that information. For example, permissions on a shared folder set incorrectly.
Unauthorised Alteration	UA	A DSB or NM where personal data has been changed without authorisation from the DPO or. This could be, for example, data that is incorrectly updated on a system accidentally or deliberately.
Unauthorised Disclosure of Information	UDoI	A DSB or NM where personal data is deliberately shared or disclosed digitally, physically and/or verbally to an inappropriate party without the required authorisation to do so (<i>this option should be selected where not otherwise captured in the available options</i>).
Unlawful Processing	UP	A DSB or NM where personal data is processed without a lawful basis or for a purpose not previously communicated to the data subject.
User Account Compromise	UAC	A DSB or NM where unauthorised access is gained into a general Sport England user account with access to organisational systems, networks, files, personal data, confidential and non-confidential business information.
Virus/Malicious Code	V/MC	A DSB or NM where a hostile or intrusive software is used including computer viruses, trojan horses, worms, spyware, and other malicious programs.

Website Defacement	WD	A DSB or NM where a specific website is targeted to created changes in the visual appearance of that website or webpage without authorisation.
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Step 1:

Supplier Contract Manager notifies SE Contract Manager via email of data security breach and copies dpo@sportengland.org for the SE Data Protection Team's awareness.

Step 2:

SE Contract Manager accesses OneTrust online using the link here <https://app-uk.onetrust.com/ssp/assessments/list> and launches the OneTrust Data Security Breach & Near Miss Report - Supplier Assessments for the Supplier Contract Manager (or other designated Supplier Representative) to complete.

Step 3:

The SE Contract Manager must enter the Assessment Name, add the email address of the Respondent (e.g. Supplier Contract Manager), and click "Launch". This will then launch the Data Security Breach/Near-Miss Report-Supplier Assessment. The Supplier Contract Manager will be notified of the assessment for them to complete.

Step 4:

The Data Security Breach & Near Miss Report Assessment consists of 6 sections in total. The Supplier Contract Manager as the respondent of the incident is only required to complete the **first four sections** as identified below to correctly submit their assessment:

1. **About the Incident** (to obtain specific details about the incident)
2. **Personal Data** (to assess the personal data involved and the relevant data subjects)
3. **Business Critical** (to assess what SE business critical information is involved)
4. **Business Non-Critical** (to assess what SE business non-critical information is involved)
5. Sport England DPO Assessment (for SE Data Protection Officer's action only)
6. End of Assessment

Step 5:

Once the Supplier Contract Manager has submitted an assessment, the status of the assessment can be seen in the "Stage" column in the assessment list. "**In Progress**" means that the Supplier has not yet submitted the assessment. The SE Contract Manager should go back to the Supplier to prompt submission as soon as possible so the SE Data Protection Team can review it. "**Under Review**" means that it's being reviewed by the SE Data

Protection Officer. When the assessment has been reviewed by the approver, it will show as “Completed”.

Assessments

Template View >			
☐	Template	Name	Stage
☐	Data Security Breach/Near-Miss Rep...	DP Team Test 2	In Progress
☐	Data Security Breach/Near-Miss Rep...	DS DSBR Test 8	In Progress
☐	Data Security Breach/Near-Miss Rep...	DS DSBR Test 7	In Progress
☐	Data Security Breach/Near-Miss Rep...	DS DSBR Test 6	In Progress
☐	Data Security Breach/Near-Miss Rep...	DS DSBR Test 5	Completed

Step 6:

If the SE Data Protection Team need more information about a question, they will issue an info request and send the assessment back to the Supplier. The Supplier Contract Manager will receive a notification that summarises the info request(s) and the assessment will reappear in their list of assessments to action.

If the Supplier Contract Manager opens the assessment, they will see the sections that contain info requests indicated by caution triangle (pictured below). The Supplier Contract Manager can click on the relevant sections and scroll through the questions. The info request will be indicated by a green question mark. The Supplier can click on the question mark to see the details.



DS Supplier DSBR Test 3

In Progress

21 / 22

95%

0

1

0

Not Started

In Progress

Under Review

Completed

Template: Data Security Breach/Near-Miss Report_ External Suppliers

Assessment sections

All Questions

Welcome

About the Incident 1

1.1 Data Security Breach/Near-Miss Report

1.2 URN

1.2

What is the URN?

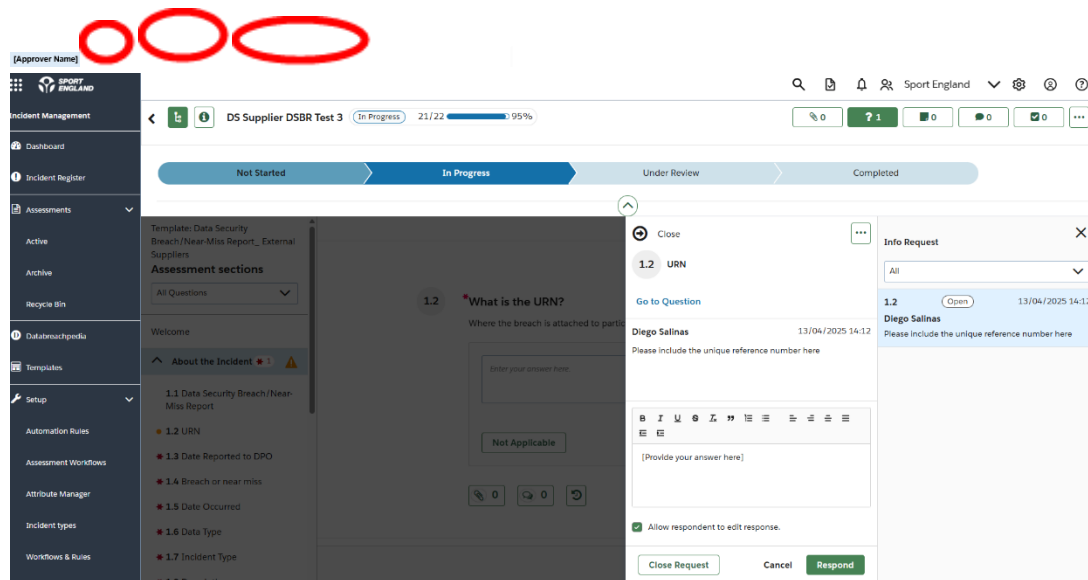
Where the breach is attached to particular matter e.g. contract or funding award

Enter your answer here.

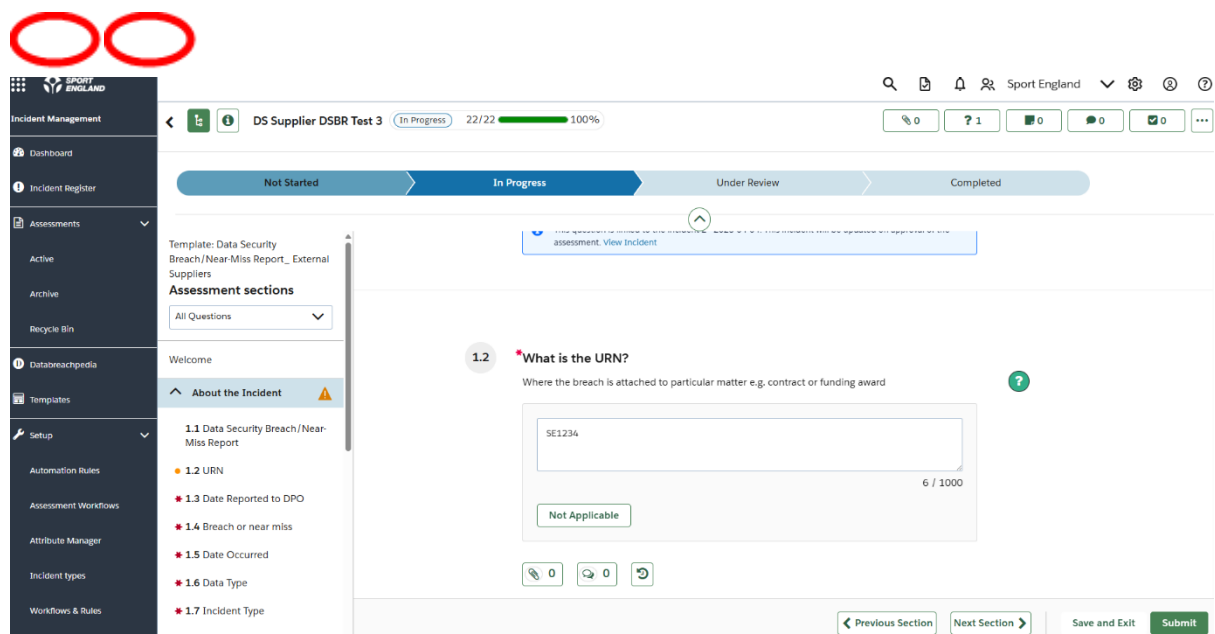
0 / 1000

Not Applicable

A new window will open across the right side of the screen. It will detail the info request that the Supplier Contract Manager clicked on and show all open info requests within the assessment. The Supplier Contract Manager should respond to the info request(s) in the text box provided, then click “Respond”.



When the Supplier Contract Manager is finished responding to all info requests, they should re-submit the assessment by clicking “Submit”.



The SE Data Protection Team can now review the response and will inform the Supplier Contract Manager and SE Contract Manager about any further action required from both parties to manage the incident.

Data Protection Team

DPO@sportengland.org

v9 May 2025

Appendix 4 - ROPA Tracker for Suppliers and Other Parties Tracker

Record of Processing Activities

This record is designed to be used and compiled by Sport England suppliers or other party where they have caused where individuals' personal data to be processed in the delivery of contracted or agreed goods or services e.g. audio-visual asset, Podcast Series, suite of learning materials, surveys, interviews, reports, case studies etc. It captures the details that Sport England requires to complete its Record of Processing activities under the UK GDPR where such processing is being done by a party on Sport England's behalf or in association. This document is to be read in conjunction with the data processing or data sharing arrangements agreed between the parties.

Important Note: Please ensure that where your intellectual research has been created you also complete the **INN Transcripts** record the details of the collaboration, work/invent and the

[illegible]

Use a new row for each category of data subject, completing all blue columns

[illegible]

Appendix 5 – Buyer File Retention Schedule

Version: 1 06/09/2019

Supplier Specific Version: 21/04/2023

This extract of the Sport England file retention schedule relates to relevant information **held by an appointed supplier** on behalf of Sport England in a non-Sport England location. It does not overrule Sport England's internal File Retention Schedule which must be adhered to by Sport England staff, Relevant information held by an appointed supplier is still considered to be under Sport England control for the purposes of Freedom of Information Act (FoIA) or UK GDPR and Data Protection Act 2018. Relevant information means such information (inclusive of personal data) relevant to the Supplier's delivery of services on behalf of Sport England.

Record Category	Record Description/Comments	Retention Period	Retention period begins	Responsibility for retention	Reason for retention period	Final action	Record could include personal data	Record could include confidential information
General business information: Business planning and strategy documents	Business strategy, plans, budgets	Duration of contract period	Creation	Appointed Supplier (relevant team and directorate)	Business need	Return to Sport England/Confirm Destruction	No	Yes
General business information: Business/Disaster Recovery Plans		Duration of contract period	Creation	Appointed Supplier (relevant team and directorate)	Business need	Return to Sport England/Confirm Destruction	Yes	Yes

General business information: External Correspondence (between Sport England and Supplier, between Supplier and any Sport England data subject)		3 years	Creation	Appointed Supplier (relevant team and directorate)	Record of Activity	Return to Sport England/Confirm Destruction	Yes	Yes
General business information: Internal correspondence not otherwise covered in retention schedule		1 year	Creation	Appointed Supplier (relevant team and directorate)	Record of Activity	Return to Sport England/Confirm Destruction	Yes	Yes
General business information: Policies, procedures and guidance documents	Project procedures, policies, workflows, instructions, systems documentation, guidance	Duration of business need	Creation	Appointed Supplier (relevant team and directorate)	Record of Activity	Return to Sport England/Confirm Destruction	Yes	Yes
General business information: Project working papers	All documents, meeting notes, plans and reviews	Duration of business need	Creation	Appointed Supplier (relevant team	Business need	Return to Sport England/Confirm Destruction	Yes	Yes

				and directorate)				
General business information: Records of meetings	Agendas, papers and minutes	Duration of contract period	Creation	Appointed Supplier (relevant team and directorate)	Business need	Return to Sport England/Confirm Destruction	Yes	Yes
Information Governance: Complaints	Central log, correspondence	Duration of contract period	Creation	Appointed Supplier (relevant team and directorate)	Limitations Act	Return to Sport England/Confirm Destruction	Yes	Yes
Information Governance: Data protection	Register of data processing activities, DPIAs, records and stats on exercise of data subject rights	Duration of contract period	Creation	Appointed Supplier (relevant team and directorate)	ICO Requirement	Return to Sport England/Confirm Destruction	Yes	Yes
Information Governance: Data security incidents and near misses	Logs and reports, correspondence, communication with the regulator	Duration of contract period	Creation	Appointed Supplier (relevant team and directorate)	ICO Requirement	Return to Sport England/Confirm Destruction	Yes	Yes
Information Governance: FOI and EIR requests	Requests, responses, correspondence, communication with the	Duration of contract	Creation	Appointed Supplier (relevant team	ICO Requirement	Return to Sport England/Confirm Destruction	Yes	Yes

	regulator, logs and statistics	period - 6 years		and directorate)				
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Appendix 6 - Intellectual Property Rights Tracker for Suppliers and Other Parties

Filters:

SUBJECT AREA:

Agriculture, Fishing and Food

Agriculture
Animal Welfare
Farming
Fishing
Food Labelling
Food standards and safety
Horticulture
Seafood and aquatic animal health
Wildlife and habitat conservation

Business, Finance and the Economy

Business transformation and change
Competition, markets and mergers
Digital economy
Emerging markets
Financial services
Gig economy
Internal markets
Regeneration
Regulated industries/markets/services
Retail
State Aid
Supply Chains
Tariffs
Trade
Economics (appraisal and behavioural economics)
Benefits / credits / welfare
Financial advice and guidance
Insurance
Pensions

Taxation - business
Taxation - personal

Crime and Justice

Access to justice
Courts, tribunals and legal services
Crime and policing
Offender management and rehabilitation
Extremism / terrorism
Trafficking and slavery

Culture, Media and Sport

Arts, culture and music
Entertainment
Heritage
Hospitality
Tourism

Travel	
Gambling	
Gaming	
Sport, leisure and recreation	X
Broadcast media	X
Digital media	X
Print media	X
Social media	X

Education, Training and Employment

Childcare	
Early years	
Primary	
Secondary	
Further Education	
Higher Education	
Special Needs / SEN (Special Educational Needs)	
Apprenticeships	
Workplace training / skills development	
Adult education / life-long learning	
Employment	
Self-employment	
Unemployment	
Retirement	
Careers advice and guidance	
Human resources	
Recruitment	

Environment and Infrastructure

Biodiversity and ecosystems	
Built environment	
Climate change	
Decarbonisation, emissions and net zero	
Energy (renewables and fossil-based)	
Forestry	
Flooding	
Geology	
Heavy industries (chemical production, metal production / refining, mining, quarrying etc.)	
Land use planning / spatial planning	
Natural environment	
Ocean and coastal processes	
Plastics and litter	
Pollution	
Recycling	
Sustainability	
Waste	
Water quality	
Construction	
Freight and logistics	
Infrastructure	

Property

Transport

Utilities

Government and International

Local Government

Central Government

EU Exit

International conventions

International law

International relations

Emergency and disaster response

Military and defence

Asylum / Immigration / Migration

Community cohesion

Diversity, equality and protected
characteristics

Human rights

Civil service / Government / Parliamentary
reform

Devolution

Electoral reform

Policy analysis and development

Charities and community / social
enterprise / voluntary organisations

Grants and grant funding

Health, Public Services and Society

Disability

Emergency services (ambulance,
coastguard, fire and rescue)

Fire safety policy

Health and safety

Long-term illness

Mental health

Nutrition

Physical health / fitness x

Public health

Substance misuse

Vaccination programmes

Adult social care

Children's social care

Homelessness

Housing

Social exclusion

***Science, Technology, Engineering and
Manufacturing***

AI (Artificial Intelligence) and automation

Cyber security

Data privacy

Digital design, delivery and
implementation

Digital markets and platforms

IT

Tech giants

Telecoms

Engineering (chemical, electrical,
mechanical, structural)

Aerospace

Astronomy / space science

Automotive

Fashion

Manufacturing

Optical, technical and medical apparatus

Petrochemicals

RESEARCH METHODS:

Analysis and Modelling:

Conjoint / discrete choice / MAXDIFF / stated
 preference / trade-off
 Content analysis
 Data mining
 Econometric analysis
 Financial analysis (incl. cost-benefit analysis,
 return on investment analysis)
 Framework analysis
 GIS (Geographic Information System) / Spatial
 analysis
 Grounded theory analysis
 Impact assessment
 Implicit reaction time / Implicit response
 analysis
 Linguistic analysis
 Mobile / app data analysis
 Multivariate analysis
 Performance analysis
 Regression analysis
 Risk analysis
 Segmentation analysis
 Social media analysis
 Thematic analysis
 Time-series analysis / forecasting
 Climate change modelling
 Demographic modelling
 Distribution modelling
 Geo-physical modelling
 Spatial modelling
 Multivariate modelling
 Predictive modelling
 Risk modelling
 Simulation modelling
 Soft systems modelling
 Media monitoring
 Sentiment analysis
 Entity level sentiment analysis

Data Collection (general):

Quantitative	X
Qualitative	
Mixed method (qualitative and quantitative)	
Face-to-face	
Online	x
Postal	
Telephone	

Diary	
Hall tests	
Mystery shopping	
Data Collection (quantitative specific):	
CAPI (computer assisted personal interview)	
CATI (computer assisted telephone interview)	
Omnibus	
Data Collection (qualitative specific):	
Case studies	
Co-creation / co-design	
Cognitive interviewing / testing	X
Deliberative research	
Depth interviews	
Ethnography	
Focus group discussions	
Narrative inquiry / narrative analysis	
Observation	
Workshop	
Evaluation and Evidence Synthesis:	
Impact evaluation	x
Experimental / quasi-experimental impact evaluation	
Theory-based impact evaluation (incl. Theories of Change (ToC) and Logic Modelling)	
Realist evaluation	
Synthesis evaluation	
Process evaluation	X
Value-for-money evaluation	
Evaluation scoping / evaluability assessment	
Evaluation training / coaching	
Feasibility study	
Systematic review (SR)	
Rapid Evidence Assessment (REA)	
Scoping Review	
Literature Review / Narrative Review / Narrative Literature Review	
Meta-analysis	
Horizon scanning	
Open Source Intelligence (OSINT) research	
Experiments and Trials:	
A/B testing (comparing two versions of a single variable / split testing)	
Clinical trials	
Natural experiments	
Online experiments	
Quasi-experimental trials	
Randomised control trials	
Trial design and implementation	
Sensitivity testing	
Simulated tests	

Physical Sampling / Surveys:

Aerial and LIDAR (Light Detection and Ranging) surveys
 Aquatic / water sampling
 Biological sampling
 Geological surveys
 Habitat surveys
 Met ocean surveys
 Sanitary surveys
 Sediment sampling
 Stock assessments
 Structural surveys
 Topographical surveys
 Wastewater sampling
 Proficiency testing
 Species monitoring

Research Specialisms:

Audience measurement research	x
Behaviour change	x
Behavioural insights research	x
Behavioural economics research	
Brand awareness research	x
Business-to-Business (B2B) research	x
Communications testing research	
Concept testing research	
Customer journey research	
Customer satisfaction research	
Employee / staff engagement and satisfaction research	
Longitudinal research	
Political polling	
Reputation research	
Stakeholder research	x
Tracking research	x
User Experience (UX) research	
Misinformation / disinformation	
Behavioural science	x
Public polling	
Red teaming	

Sample Design / Source:

Random / stratified random sample	
Probability-based sample	
Quota-based sample	x
Cluster sampling	
Address-based online sampling (ABOS)	
Convenience sampling	
Customer List	
Free-found	
Knock-to-nudge	
Mixed-mode	
Online Community	

Panel	x
Postal Address File (PAF)	
Purposive sampling	
Push-to-web	
Random Digit Dialling (RDD)	
River sampling	
Snowball sampling	
Two-stage sampling	

TARGET PARTICIPANTS:

Business and the Economy:

Micro businesses
Small businesses
Medium businesses
Large businesses
Sole traders / sole proprietorships
Ordinary partnerships
Companies
Business leaders
Employers
Senior executives ("C-suite")
Consumers
Tax-evaders
Tax-payers
Registered for VAT or PAYE
Not registered for VAT or PAYE

Education, Training and Employment:

Pre-school age children
School-age children / young people x
Students (further education)
Students (higher education)
Apprentices
NEETs (not in education, employment or training)
Adult learners
Digitally excluded
Low digital skills
Low literacy skills
Low numeracy skills
Private sector employees
Public sector employees
Self-employed
Economically inactive
Under-employed
Unemployed

Place of Residence / Tenure:

Home Buyers / homeowners
Homeless
Private rented housing / private tenants
Social rented housing / council tenants / housing association tenants / social tenants
Shared ownership
Freeholders
Leaseholders
Private landlords
Social landlords

Coastal or seaside dwellers / communities
 Rural dwellers / communities
 Urban dwellers / communities
 Deprived communities
 Sheltered housing / care home / nursing home

Professionals:

Academics
 Accountants
 Civil servants
 Dentists
 Emergency services
 Financial advisors
 Healthcare x
 Journalists / media
 Legal
 Military
 NGOs (non-governmental organisations)
 Police / law enforcement
 School support staff
 Social workers
 Tax agents and intermediaries
 Teaching
 Professional body / union members
 Regulated professions
 Vets

Socio-economic:

Adopted Children and Young People (CYP)
 Fostered Children and Young People (CYP)
 Looked-after Children and Young People (CYP in
 residential care settings)
 Care leavers
 Parents (incl. foster parents and adopted
 parents) x
 Single parents
 Teenage parents
 Protected characteristic of marriage / civil
 partnership
 Protected characteristic of pregnancy /
 maternity x
 Carers / care givers (unpaid)

 Protected characteristic of gender reassignment
 LGBTQ+
 Benefits / credits / welfare recipients x
 People in debt
 Low income x
 High income
 People paying into a personal / private pension
 People paying into a workplace pension
 State pension recipients
 Personal / private pension recipients

Workplace pension recipients	
Retired people	x
Asian / Asian British	x
Bangladeshi	
Chinese	
Indian	
Pakistani	
Black African / Black Caribbean / Black British	x
African	
Caribbean	
Mixed ethnic background	
Arab	
Gypsy	
Irish traveller	
Roma	
White English / Welsh / Scottish / Northern Irish / British	
Other ethnic group(s)	
Protected characteristic of religion / belief	x
Specialist Groups:	
Asylum seekers / refugees	
Hidden / hard to reach / socially excluded / vulnerable populations	
Offenders / young offenders / ex-offenders	
Victims of crime	
People with disabilities	x
People with physical health issues / long term illness	
People with mental health issues	
People with substance misuse issues / addictions	
Transport Users:	
Company car drivers / private motorists	
Cyclists	
Motorcyclists	
Taxi drivers	
Van / lorry drivers	
Commuters / regular travellers	
Leisure travellers	

LOCATION:

United Kingdom:

- England X
- Wales
- Scotland
- Northern Ireland
- British Overseas Territories
- European Union
- Commonwealth

Crown Dependencies:

- Jersey
- Guernsey
- Isle of Man

International:

- Africa
- Middle East
- Asia
- Oceania
- North America
- South America
- Central America and the Caribbean
- Europe excluding EU / UK
- Reset filter selection

CCZZ25A05 Provision of This Girl Can campaign evaluation - Qualitative Work, Sport England

Annex 2 – Environmental Policy

Environment Policy	
Policy Owner: Environmental Sustainability Strategic Lead, Policy and Integrity	
Created: 26/09/2023	Update Due 26/09/2026

1. Purpose of Policy

The United Nations recognises that [climate change](#) is a global emergency which goes beyond national borders and that what we do now to improve our environmental performance will impact generations to come.

We're already seeing the effects of a changing climate on sporting opportunities and people's ability to be active – poor water and air quality, flooded pitches and facilities, and extreme heat are affecting the desirability and safety of activity. Like other sectors of society, sport contributes to climate change and a deterioration in our natural environment through the release of greenhouse gas emissions and pollution from travel, energy use and the goods and services we procure.

The UK government is committed to leaving the environment in a better state than it was and has formalised this through the [Environment Act 2021](#), which sets out to improve environment quality and biodiversity and, through [The Climate Change Act 2008](#) which commits the UK to reach net zero by 2050 and to adapt to a changing climate. These commitments require action to move towards a more sustainable sports sector which delivers on [Government's net-zero ambitions](#) through championing the role of sport and which helps create a more active nation. The importance of Sport England in promoting environmental sustainability was reinforced by the Secretary of State for Culture, Media and Sport's wish that Public Bodies proactively improve their environmental sustainability profile.

This Environment Policy sets out Sport England's commitments to improve our environmental performance and that of the sector and build resilience to a changing climate.

2. Position Statement

- Sport England recognises the potential threat to activity levels from climate change and poor environmental quality and aims to act as an exemplar to the sector. Its ambition is to provide leadership so the sport and physical activity sector in England is recognised as a world leader in addressing this threat.

- Sport England believes that universal participation in sport and physical activity – particularly for those people facing the most barriers to being active – is dependent on improving the understanding, actions and impact of our sector on environmental sustainability. Without effective and collective action, those who face the greatest barriers to being active will not have an equal chance to enjoy the health and wellbeing benefits of an active life in the face of a changing climate.
- Sport England recognises the need for the sport and physical activity sector to develop greater resilience and ability to adapt to the effects of climate change, to protect future opportunities to be active for everyone.
- Sport England recognises the impact of its operations, and those of the wider sport and physical activity sector, on the environment and our climate, and the significant opportunity to take action to produce positive benefits for people and the environment.
- In addressing environmental sustainability, Sport England will be innovative, collaborative, ambitious and inclusive.

3. Policy Principles

Sport England commits to:

- Ensuring environmental responsibility is integral to everything we do across the organisation and in our work with partners.
- Ensuring, and where appropriate exceeding, compliance with all relevant UK government environmental policies, legislation and guidance and relevant international standards.
- Assessing and addressing the risks to Sport England and delivery of Uniting the Movement from climate change and poor environmental quality.
- Promoting a positive environmental culture based on active and visible leadership recognising the social and economic co-benefits of taking action.
- Leading by example, through understanding and improving our own environmental impact and performance and reporting this internally and externally.
- Using our position and influence to build environmental understanding to advocate for positive environmental change across the sector – reaching beyond those who work directly with us (our service providers and partners).
- Improving the awareness, knowledge and understanding of environmental sustainability of our employees enabling meaningful action to be taken.

- Identifying and assessing the environmental aspects, impacts, risks and opportunities from our activities and the activities we fund, including, as a minimum, biodiversity, pollution, energy use, travel and resource efficiency.
- Creating the conditions for collaboration, enabling learning to be shared effectively across partners to inspire, support and drive action.
- Working collaboratively with Sport England employees and wider stakeholders to improve our strategy, systems and processes.
- Implementing plans to achieve agreed objectives and targets and manage identified risks and opportunities.
- Allocating reasonable resources to support this policy.
- Reviewing this policy every three years or sooner.

4. Terms and Definitions

Net Zero – The government target for at least a 100% reduction of greenhouse gas emissions (compared with 1990 levels) in the UK by 2050. This can be achieved by a combination of emission reduction and emission removal. (Source: [ONS, 2019](#))

Climate change – refers to a large-scale, long-term shift in the planet's weather patterns and average temperatures. (Source: [UK Met Office](#))

Sustainability – Sustainable development is development that meets the needs of the present without compromising the needs of future generations to meet their own needs. (Source – [UN Brundtland Commission, 1987](#))

5. Relevant Procedures

- None at present

6. Related Policies and Other References / Considerations

- Expenses and Travel Policy

Review Timeframe: 3-Yearly

Version History				
Version	Prepared by	Approved By	Date	Description of Change
1	Environmental Sustainability Strategic Lead	Board	26/09/23	New Policy



Crown
Commercial
Service

Core Terms - DPS

1. Definitions used in the contract

Interpret this Contract using Joint Schedule 1 (Definitions).

2. How the contract works

- 2.1 The Supplier is eligible for the award of Order Contracts during the DPS Contract Period.
- 2.2 CCS does not guarantee the Supplier any exclusivity, quantity or value of work under the DPS Contract.
- 2.3 CCS has paid one penny to the Supplier legally to form the DPS Contract. The Supplier acknowledges this payment.
- 2.4 If the Buyer decides to buy Deliverables under the DPS Contract it must use DPS Schedule 7 (Order Procedure) and must state its requirements using DPS Schedule 6 (Order Form Template and Order Schedules). If allowed by the Regulations, the Buyer can:
- (a) make changes to DPS Schedule 6 (Order Form Template and Order Schedules);
 - (b) create new Order Schedules;
 - (c) exclude optional template Order Schedules; and/or
 - (d) use Special Terms in the Order Form to add or change terms.
- 2.5 Each Order Contract:
- (a) is a separate Contract from the DPS Contract;
 - (b) is between a Supplier and a Buyer;
 - (c) includes Core Terms, Schedules and any other changes or items in the completed Order Form; and
 - (d) survives the termination of the DPS Contract.
- 2.6 Where the Supplier is approached by any Other Contracting Authority requesting Deliverables or substantially similar goods or services, the Supplier must tell them about this DPS Contract before accepting their order.
- 2.7 The Supplier acknowledges it has all the information required to perform its obligations under each Contract before entering into a Contract. When information is provided by a Relevant Authority no warranty of its accuracy is given to the Supplier.
- 2.8 The Supplier will not be excused from any obligation, or be entitled to additional Costs or Charges because it failed to either:

Core Terms - DPS

(a) verify the accuracy of the Due Diligence Information; or (b) properly perform its own adequate checks.

2.9 CCS and the Buyer will not be liable for errors, omissions or misrepresentation of any information.

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

2.11 An Order Contract can only be created using the electronic procedures described in the FTS Notice as required by the Regulations.

2.12 A Supplier can only receive Orders under the DPS Contract while it meets the basic access requirements for the DPS stated in the FTS Notice. CCS can audit whether a Supplier meets the basic access requirements at any point during the DPS Contract Period.

3. What needs to be delivered

3.1 All deliverables

3.1.1 The Supplier must provide Deliverables:

- (a) that comply with the Specification, the DPS Application and, in relation to an Order Contract, the Order Tender (if there is one);
- (b) to a professional standard;
- (c) using reasonable skill and care; (d) using Good Industry Practice;
- (e) using its own policies, processes and internal quality control measures as long as they do not conflict with the Contract; (f) on the dates agreed; and (g) that comply with Law.

3.1.2 The Supplier must provide Deliverables with a warranty of at least 90 days from Delivery against all obvious defects.

3.2 Goods clauses

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

3.2.2 All manufacturer warranties covering the Goods must be assignable to the Buyer on request and for free.

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

3.2.4 Risk in the Goods transfers to the Buyer on Delivery of the Goods, but remains with the Supplier if the Buyer notices damage following Delivery and lets the Supplier know within 3 Working Days of Delivery.

- 3.2.5 The Supplier warrants that it has full and unrestricted ownership of the Goods at the time of transfer of ownership.
- 3.2.6 The Supplier must deliver the Goods on the date and to the specified location during the Buyer's working hours.
- 3.2.7 The Supplier must provide sufficient packaging for the Goods to reach the point of Delivery safely and undamaged.
- 3.2.8 All deliveries must have a delivery note attached that specifies the order number, type and quantity of Goods.
- 3.2.9 The Supplier must provide all tools, information and instructions the Buyer needs to make use of the Goods.
- 3.2.10 The Supplier must indemnify the Buyer against the costs of any Recall of the Goods and give notice of actual or anticipated action about the Recall of the Goods.
- 3.2.11 The Buyer can cancel any order or part order of Goods which has not been Delivered. If the Buyer gives less than 14 days notice then it will pay the Supplier's reasonable and proven costs already incurred on the cancelled order as long as the Supplier takes all reasonable steps to minimise these costs.
- 3.2.12 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 do not conform with Clause 3. If the Supplier does not do this it will pay the Buyer's costs including repair or re-supply by a third party.

3.3 Services clauses

- 3.3.1 Late Delivery of the Services will be a Default of an Order Contract.
- 3.3.2 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.
- 3.3.3 The Supplier must at its own risk and expense provide all Supplier Equipment required to Deliver the Services.
- 3.3.4 The Supplier must allocate sufficient resources and appropriate expertise to each Contract.
- 3.3.5 The Supplier must take all reasonable care to ensure performance does not disrupt the Buyer's operations, employees or other contractors.

3.3.6 The Supplier must ensure all Services, and anything used to Deliver the Services, are of good quality and free from defects.

3.3.7 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.

4. Pricing and payments

4.1 In exchange for the Deliverables, the Supplier must invoice the Buyer for the Charges in the Order Form.

4.2 CCS must invoice the Supplier for the Management Levy and the Supplier must pay it using the process in DPS Schedule 5 (Management Levy and Information).

4.3 All Charges and the Management Levy:

(a) exclude VAT, which is payable on provision of a valid VAT invoice; and (b) include all costs connected with the Supply of Deliverables.

4.4 The Buyer must pay the Supplier the Charges within 30 days of receipt by the Buyer of a valid, undisputed invoice, in cleared funds using the payment method and details stated in the Order Form.

4.5 A Supplier invoice is only valid if it:

- (a) includes all appropriate references including the Contract reference number and other details reasonably requested by the Buyer;
- (b) includes a detailed breakdown of Delivered Deliverables and Milestone(s) (if any); and
- (c) does not include any Management Levy (the Supplier must not charge the Buyer in any way for the Management Levy).

4.6 The Buyer must accept and process for payment an undisputed Electronic Invoice received from the Supplier.

4.7 The Buyer may retain or set-off payment of any amount owed to it by the Supplier if notice and reasons are provided.

4.8 The Supplier must ensure that all Subcontractors are paid, in full, within 30 days of receipt of a valid, undisputed invoice. If this does not happen, CCS or the Buyer can publish the details of the late payment or non-payment.

4.9 If CCS or the Buyer can get more favourable commercial terms for the supply at cost of any materials, goods or services used by the Supplier to provide the Deliverables, then CCS or the Buyer may require

the Supplier to replace its existing commercial terms with the more favourable terms offered for the relevant items.

4.10 If CCS or the Buyer uses Clause 4.9 then the DPS Pricing (and where applicable, the Charges) must be reduced by an agreed amount by using the Variation Procedure.

4.11 The Supplier has no right of set-off, counterclaim, discount or abatement unless they are ordered to do so by a court.

5. The buyer's obligations to the supplier

5.1 If Supplier Non-Performance arises from an Authority Cause:

- (a) neither CCS or the Buyer can terminate a Contract under Clause 10.4.1;
- (b) the Supplier is entitled to reasonable and proven additional expenses and to relief from liability and Deduction under this Contract;
- (c) the Supplier is entitled to additional time needed to make the Delivery; and (d) the Supplier cannot suspend the ongoing supply of Deliverables.

5.2 Clause 5.1 only applies if the Supplier:

- (a) gives notice to the Party responsible for the Authority Cause within 10 Working Days of becoming aware;
- (b) demonstrates that the Supplier Non-Performance would not have occurred but for the Authority Cause; and
- (c) mitigated the impact of the Authority Cause.

6. Record keeping and reporting

6.1 The Supplier must attend Progress Meetings with the Buyer and provide Progress Reports when specified in the Order Form.

6.2 The Supplier must keep and maintain full and accurate records and accounts on everything to do with the Contract:

- (a) during the Contract Period;
- (b) for 7 years after the End Date; and (c) in accordance with UK GDPR, including but not limited to the records and accounts stated in the definition of Audit in Joint Schedule 1.

6.3 The Relevant Authority or an Auditor can Audit the Supplier.

6.4 During an Audit, the Supplier must:

- (a) allow the Relevant Authority or any Auditor access to their premises to verify all contract accounts and records of everything to do with the Contract and provide copies for an Audit; and
- (b) provide information to the Relevant Authority or to the Auditor and reasonable co-operation at their request.

6.5 Where the Audit of the Supplier is carried out by an Auditor, the Auditor shall be entitled to share any information obtained during the Audit with the Relevant Authority.

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

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

6.7 The Supplier must provide CCS with a Self Audit Certificate supported by an audit report at the end of each Contract Year. The report must contain:

- (a) the methodology of the review;
- (b) the sampling techniques applied; (c) details of any issues; and (d) any remedial action taken.

6.8 The Self Audit Certificate must be completed and signed by an auditor or senior member of the Supplier's management team that is qualified in either a relevant audit or financial discipline.

7. Supplier staff

7.1 The Supplier Staff involved in the performance of each Contract must:

- (a) be appropriately trained and qualified;
- (b) be vetted using Good Industry Practice and the Security Policy; and
- (c) comply with all conduct requirements when on the Buyer's Premises.

7.2 Where a Buyer decides one of the Supplier's Staff is not suitable to work on a contract, the Supplier must replace them with a suitably qualified alternative.

7.3 If requested, the Supplier must replace any person whose acts or omissions have caused the Supplier to breach Clause 27.

- 7.4 The Supplier must provide a list of Supplier Staff needing to access the Buyer's Premises and say why access is required.
- 7.5 The Supplier indemnifies CCS and the Buyer against all claims brought by any person employed by the Supplier caused by an act or omission of the Supplier or any Supplier Staff.

8. Rights and protection

8.1 The Supplier warrants and represents that:

- (a) it has full capacity and authority to enter into and to perform each Contract;
- (b) each Contract is executed by its authorised representative;
- (c) it is a legally valid and existing organisation incorporated in the place it was formed;
- (d) there are no known legal or regulatory actions or investigations before any court, administrative body or arbitration tribunal pending or threatened against it or its Affiliates that might affect its ability to perform each Contract;
- (e) it maintains all necessary rights, authorisations, licences and consents to perform its obligations under each Contract;
- (f) it does not have any contractual obligations which are likely to have a material adverse effect on its ability to perform each Contract;
- (g) it is not impacted by an Insolvency Event; and (h) it will comply with each Order Contract.

8.2 The warranties and representations in Clauses 2.10 and 8.1 are repeated each time the Supplier provides Deliverables under the Contract.

8.3 The Supplier indemnifies both CCS and every Buyer against each of the following:

- (a) wilful misconduct of the Supplier, Subcontractor and Supplier Staff that impacts the Contract; and (b) non-payment by the Supplier of any Tax or National Insurance.

8.4 All claims indemnified under this Contract must use Clause 26.

8.5 The description of any provision of this Contract as a warranty does not prevent CCS or a Buyer from exercising any termination right that it may have for breach of that clause by the Supplier.

8.6 If the Supplier becomes aware of a representation or warranty that becomes untrue or misleading, it must immediately notify CCS and every Buyer.

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

9. Intellectual Property Rights (IPRs)

- 9.1 Each Party keeps ownership of its own Existing IPRs. The Supplier gives the Buyer a non-exclusive, perpetual, royalty-free, irrevocable, transferable worldwide licence to use, change and sub-license the Supplier's Existing IPR to enable it to both:
- (a) receive and use the Deliverables; and
 - (b) make use of the deliverables provided by a Replacement Supplier.
- 9.2 Any New IPR created under a Contract is owned by the Buyer. The Buyer gives the Supplier a licence to use any Existing IPRs and New IPRs for the purpose of fulfilling its obligations during the Contract Period.
- 9.3 Where a Party acquires ownership of IPRs 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.
- 9.4 Neither Party has the right to use the other Party's IPRs, including any use of the other Party's names, logos or trademarks, except as provided in Clause 9 or otherwise agreed in writing.
- 9.5 If there is an IPR Claim, the Supplier indemnifies CCS and each Buyer against all losses, damages, costs or expenses (including professional fees and fines) incurred as a result.
- 9.6 If an IPR Claim is made or anticipated the Supplier must at its own expense and the Buyer's sole option, either:
- (a) obtain for CCS and the Buyer the rights in Clause 9.1 and 9.2 without infringing any third party IPR; or
 - (b) replace or modify the relevant item with substitutes that do not infringe IPR without adversely affecting the functionality or performance of the Deliverables.
- 9.7 In spite of any other provisions of a Contract and for the avoidance of doubt, award of a Contract by the Buyer and placement of any contract task under it does not constitute an authorisation by the Crown under Sections 55 and 56 of the Patents Act 1977 or Section 12 of the Registered Designs Act 1949. The Supplier acknowledges that any authorisation by the Buyer under its statutory powers must be expressly provided in writing, with reference to the acts authorised and the specific IPR involved.

10. Ending the contract or any subcontract

10.1 Contract Period

- 10.1.1 The Contract takes effect on the Start Date and ends on the End Date or earlier if required by Law.

10.1.2 The Relevant Authority can extend the Contract for the Extension Period by giving the Supplier no less than 3 Months' written notice before the Contract expires.

10.2 Ending the contract without a reason

10.2.1 CCS has the right to terminate the DPS Contract at any time without reason by giving the Supplier at least 30 days' notice.

10.2.2 Each Buyer has the right to terminate their Order Contract at any time without reason by giving the Supplier not less than 90 days' written notice.

10.3 Rectification plan process

10.3.1 If there is a Default, the Relevant Authority may, without limiting its other rights, request that the Supplier provide a Rectification Plan.

10.3.2 When the Relevant Authority receives a requested Rectification Plan it can either:

- (a) reject the Rectification Plan or revised Rectification Plan, giving reasons; or
- (b) accept the Rectification Plan or revised Rectification Plan (without limiting its rights) and the Supplier must immediately start work on the actions in the Rectification Plan at its own cost, unless agreed otherwise by the Parties.

10.3.3 Where the Rectification Plan or revised Rectification Plan is rejected, the Relevant Authority:

- (a) must give reasonable grounds for its decision; and
- (b) may request that the Supplier provides a revised Rectification Plan within 5 Working Days.

10.3.4 If the Relevant Authority rejects any Rectification Plan, including any revised Rectification Plan, the Relevant Authority does not have to request a revised Rectification Plan before exercising its right to terminate its Contract under Clause 10.4.3(a).

10.4 When CCS or the buyer can end a contract

10.4.1 If any of the following events happen, the Relevant Authority has the right to immediately terminate its Contract by issuing a Termination Notice to the Supplier:

- (a) there is a Supplier Insolvency Event;
- (b) there is a Default that is not corrected in line with an accepted Rectification Plan;
- (c) the Supplier does not provide a Rectification Plan within 10 days of the request;
- (d) there is any material Default of the Contract;
- (e) there is any material Default of any Joint Controller Agreement relating to any Contract;

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- (f) there is a Default of Clauses 2.10, 9, 14, 15, 27, 32 or DPS Schedule 9 (Cyber Essentials) (where applicable) relating to any Contract;
- (g) there is a consistent repeated failure to meet the Performance Indicators in DPS Schedule 4 (DPS Management);
- (h) there is a Change of Control of the Supplier which is not pre-approved by the Relevant Authority in writing;
- (i) if the Relevant Authority discovers that the Supplier was in one of the situations in 57 (1) or 57(2) of the Regulations at the time the Contract was awarded; or
- (j) the Supplier or its Affiliates embarrass or bring CCS or the Buyer into disrepute or diminish the public trust in them.

10.4.2 CCS may terminate the DPS Contract if a Buyer terminates an Order Contract for any of the reasons listed in Clause 10.4.1.

10.4.3 If any of the following non-fault based events happen, the Relevant Authority has the right to immediately terminate its Contract by issuing a Termination Notice to the Supplier:

- (a) the Relevant Authority rejects a Rectification Plan;
- (b) there is a Variation which cannot be agreed using Clause 24 (Changing the contract) or resolved using Clause 34 (Resolving disputes);
- (c) if there is a declaration of ineffectiveness in respect of any Variation; or (d) any of the events in 73 (1) (a) or (c) of the Regulations happen.

10.5 When the supplier can end the contract

The Supplier can issue a Reminder Notice if the Buyer does not pay an undisputed invoice on time. The Supplier can terminate an Order Contract if the Buyer fails to pay an undisputed invoiced sum due and worth over 10% of the annual Contract Value within 30 days of the date of the Reminder Notice.

10.6 What happens if the contract ends

10.6.1 Where a Party terminates a Contract under any of Clauses 10.2.1, 10.2.2, 10.4.1, 10.4.2, 10.4.3, 10.5 or 20.2 or a Contract expires all of the following apply:

- (a) The Buyer's payment obligations under the terminated Contract stop immediately.
- (b) Accumulated rights of the Parties are not affected.
- (c) The Supplier must promptly repay to the Buyer any and all Charges the Buyer has paid in advance in respect of Deliverables not provided by the Supplier as at the End Date.
- (d) The Supplier must promptly delete or return the Government Data except where required to retain copies by Law.
- (e) The Supplier must promptly return any of CCS or the Buyer's property provided under the terminated Contract.

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- (f) The Supplier must, at no cost to CCS or the Buyer, co-operate fully in the handover and reprourement (including to a Replacement Supplier).

10.6.2 In addition to the consequences of termination listed in Clause 10.6.1, where the Relevant Authority terminates a Contract under Clause 10.4.1 the Supplier is also responsible for the Relevant Authority's reasonable costs of procuring Replacement Deliverables for the rest of the Contract Period.

10.6.3 In addition to the consequences of termination listed in Clause 10.6.1, if either the Relevant Authority terminates a Contract under Clause 10.2.1 or 10.2.2 or a Supplier terminates an Order Contract under Clause 10.5:

- (a) the Buyer must promptly pay all outstanding Charges incurred to the Supplier; and
- (b) 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.

10.6.4 In addition to the consequences of termination listed in Clause 10.6.1, where a Party terminates under Clause 20.2 each Party must cover its own Losses.

10.6.5 The following Clauses survive the termination or expiry of each Contract: 3.2.10, 4.2, 6, 7.5, 9, 11, 12.2, 14, 15, 16, 17, 18, 31.3, 34, 35 and any Clauses and Schedules which are expressly or by implication intended to continue.

10.7 Partially ending and suspending the contract

10.7.1 Where CCS has the right to terminate the DPS Contract it can suspend the Supplier's ability to accept Orders (for any period) and the Supplier cannot enter into any new Order Contracts during this period. If this happens, the Supplier must still meet its obligations under any existing Order Contracts that have already been signed.

10.7.2 Where CCS has the right to terminate a DPS Contract it is entitled to terminate all or part of it.

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

10.7.4 The Relevant Authority can only partially terminate or suspend a Contract if the remaining parts of that Contract can still be used to effectively deliver the intended purpose.

10.7.5 The Parties must agree any necessary Variation required by Clause 10.7 using the Variation Procedure, but the Supplier may not either:

- (a) reject the Variation; or
- (b) increase the Charges, except where the right to partial termination is under Clause 10.2.

10.7.6 The Buyer can still use other rights available, or subsequently available to it if it acts on its rights under Clause 10.7.

10.8 When subcontracts can be ended

At the Buyer's request, the Supplier must terminate any Subcontracts in any of the following events:

- (a) there is a Change of Control of a Subcontractor which is not pre-approved by the Relevant Authority in writing;
- (b) the acts or omissions of the Subcontractor have caused or materially contributed to a right of termination under Clause 10.4; or
- (c) a Subcontractor or its Affiliates embarrasses or brings into disrepute or diminishes the public trust in the Relevant Authority.

11. How much you can be held responsible for

11.1 Each Party's total aggregate liability in each Contract Year under this DPS Contract (whether in tort, contract or otherwise) is no more than £1,000,000.

11.2 Each Party's total aggregate liability in each Contract Year under each Order Contract (whether in tort, contract or otherwise) is no more than one hundred and twenty five percent (125%) of the Estimated Yearly Charges unless specified in the Order Form.

11.3 No Party is liable to the other for:

- (a) any indirect Losses; or
- (b) Loss of profits, turnover, savings, business opportunities or damage to goodwill (in each case whether direct or indirect).

11.4 In spite of Clause 11.1 and 11.2, neither Party limits or excludes any of the following:

- (a) its liability for death or personal injury caused by its negligence, or that of its employees, agents or Subcontractors;
- (b) its liability for bribery or fraud or fraudulent misrepresentation by it or its employees;
- (c) any liability that cannot be excluded or limited by Law;
- (d) its obligation to pay the required Management Levy or Default Management Levy.

- 11.5 In spite of Clauses 11.1 and 11.2, the Supplier does not limit or exclude its liability for any indemnity given under Clauses 7.5, 8.3(b), 9.5, 31.3 or Order Schedule 2 (Staff Transfer) of a Contract.
- 11.6 In spite of Clauses 11.1, 11.2 but subject to Clauses 11.3 and 11.4, the Supplier's aggregate liability in each and any Contract Year under each Contract under Clause 14.8 shall in no event exceed the Data Protection Liability Cap.
- 11.7 Each Party must use all reasonable endeavours to mitigate any Loss or damage which it suffers under or in connection with each Contract, including any indemnities.
- 11.8 When calculating the Supplier's liability under Clause 11.1 or 11.2 the following items will not be taken into consideration:
- (a) Deductions; and
 - (b) any items specified in Clauses 11.5 or 11.6.
- 11.9 If more than one Supplier is party to a Contract, each Supplier Party is jointly and severally liable for their obligations under that Contract.

12. Obeying the law

- 12.1 The Supplier must use reasonable endeavours to comply with the provisions of Joint Schedule 5 (Corporate Social Responsibility).
- 12.2 To the extent that it arises as a result of a Default by the Supplier, the Supplier indemnifies the Relevant Authority against any fine or penalty incurred by the Relevant Authority pursuant to Law and any costs incurred by the Relevant Authority in defending any proceedings which result in such fine or penalty.
- 12.3 The Supplier must appoint a Compliance Officer who must be responsible for ensuring that the Supplier complies with Law, Clause 12.1 and Clauses 27 to 32.

13. Insurance

The Supplier must, at its own cost, obtain and maintain the Required Insurances in Joint Schedule 3 (Insurance Requirements) and any Additional Insurances in the Order Form.

14. Data protection

- 14.1 The Supplier must process Personal Data and ensure that Supplier Staff process Personal Data only in accordance with Joint Schedule 11 (Processing Data).
- 14.2 The Supplier must not remove any ownership or security notices in or relating to the Government Data.

- 14.3 The Supplier must make accessible back-ups of all Government Data, stored in an agreed off-site location and send the Buyer copies every 6 Months.
- 14.4 The Supplier must ensure that any Supplier system holding any Government Data, including back-up data, is a secure system that complies with the Security Policy and any applicable Security Management Plan.
- 14.5 If at any time the Supplier suspects or has reason to believe that the Government Data provided under a Contract is corrupted, lost or sufficiently degraded, then the Supplier must notify the Relevant Authority and immediately suggest remedial action.
- 14.6 If the Government Data is corrupted, lost or sufficiently degraded so as to be unusable the Relevant Authority may either or both:
- (a) 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 Relevant Authority receives notice, or the Supplier finds out about the issue, whichever is earlier; and/or
 - (b) restore the Government Data itself or using a third party.
- 14.7 The Supplier must pay each Party's reasonable costs of complying with Clause 14.6 unless CCS or the Buyer is at fault.
- 14.8 The Supplier:
- (a) must provide the Relevant Authority with all Government Data in an agreed open format within 10 Working Days of a written request;
 - (b) must have documented processes to guarantee prompt availability of Government Data if the Supplier stops trading;
 - (c) must securely destroy all Storage Media that has held Government Data at the end of life of that media using Good Industry Practice;
 - (d) securely erase all Government Data and any copies it holds when asked to do so by CCS or the Buyer unless required by Law to retain it; and
 - (e) indemnifies CCS and each Buyer against any and all Losses incurred if the Supplier breaches Clause 14 and any Data Protection Legislation.

15. What you must keep confidential

15.1 Each Party must:

- (a) keep all Confidential Information it receives confidential and secure;

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- (b) except as expressly set out in the Contract at Clauses 15.2 to 15.4 or elsewhere in the Contract, not disclose, use or exploit the Disclosing Party's Confidential Information without the Disclosing Party's prior written consent; and
- (c) immediately notify the Disclosing Party if it suspects unauthorised access, copying, use or disclosure of the Confidential Information.

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

- (a) where disclosure is required by applicable Law or by a court with the relevant jurisdiction if, to the extent not prohibited by Law, the Recipient Party notifies the Disclosing Party of the full circumstances, the affected Confidential Information and extent of the disclosure;
- (b) if the Recipient Party already had the information without obligation of confidentiality before it was disclosed by the Disclosing Party;
- (c) if the information was given to it by a third party without obligation of confidentiality;
- (d) if the information was in the public domain at the time of the disclosure;
- (e) if the information was independently developed without access to the Disclosing Party's Confidential Information;
- (f) on a confidential basis, to its auditors;
- (g) on a confidential basis, to its professional advisers on a need-to-know basis; or
- (h) to the Serious Fraud Office where the Recipient Party has reasonable grounds to believe that the Disclosing Party is involved in activity that may be a criminal offence under the Bribery Act 2010.

15.3 In spite of Clause 15.1, the Supplier may disclose Confidential Information on a confidential basis to Supplier Staff on a need-to-know basis to allow the Supplier to meet its obligations under the Contract. The Supplier Staff must enter into a direct confidentiality agreement with the Relevant Authority at its request.

15.4 In spite of Clause 15.1, CCS or the Buyer may disclose Confidential Information in any of the following cases:

- (a) on a confidential basis to the employees, agents, consultants and contractors of CCS or the Buyer;
- (b) on a confidential basis to any other Central Government Body, any successor body to a Central Government Body or any company that CCS or the Buyer transfers or proposes to transfer all or any part of its business to;
- (c) if CCS or the Buyer (acting reasonably) considers disclosure necessary or appropriate to carry out its public functions;
- (d) where requested by Parliament; or (e) under Clauses 4.7 and 16.

15.5 For the purposes of Clauses 15.2 to 15.4 references to disclosure on a confidential basis means disclosure under a confidentiality agreement or arrangement including terms as strict as those required in Clause 15.

15.6 Transparency Information is not Confidential Information.

15.7 The Supplier must not make any press announcement or publicise the Contracts or any part of them in any way, without the prior written consent of the Relevant Authority and must take all reasonable steps to ensure that Supplier Staff do not either.

16. When you can share information

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

16.2 Within five (5) Working Days of the Buyer's request the Supplier must give CCS and each Buyer full cooperation and information needed so the Buyer can:

- (a) publish the Transparency Information;
- (b) comply with any Freedom of Information Act (FOIA) request; and/or (c) comply with any Environmental Information Regulations (EIR) request.

16.3 The Relevant Authority 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 Relevant Authority's decision in its absolute discretion.

17. Invalid parts of the contract

If any part of a Contract is prohibited by Law or judged by a court to be unlawful, void or unenforceable, it must be read as if it was removed from that Contract as much as required and rendered ineffective as far as possible without affecting the rest of the Contract, whether it is valid or enforceable.

18. No other terms apply

The provisions incorporated into each Contract are the entire agreement between the Parties. The Contract replaces all previous statements, agreements and any course of dealings made between the Parties, whether written or oral, in relation to its subject matter. No other provisions apply.

19. Other people's rights in a contract

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

20. Circumstances beyond your control

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

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

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

21. Relationships created by the contract

No Contract creates a partnership, joint venture or employment relationship. The Supplier must represent themselves accordingly and ensure others do so.

22. Giving up contract rights

A partial or full waiver or relaxation of the terms of a 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 transfer a Contract or any part of a Contract without the Relevant Authority's written consent.

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

23.3 When CCS or the Buyer uses its rights under Clause 23.2 the Supplier must enter into a novation agreement in the form that CCS or the Buyer specifies.

23.4 The Supplier can terminate a Contract novated under Clause 23.2 to a private sector body that is experiencing an Insolvency Event.

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

23.6 If CCS or the Buyer asks the Supplier for details about Subcontractors, the Supplier must provide details of Subcontractors at all levels of the supply chain including:

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

24. Changing the contract

24.1 Either Party can request a Variation which is only effective if agreed in writing and signed by both Parties.

24.2 The Supplier must provide an Impact Assessment either:

- (a) with the Variation Form, where the Supplier requests the Variation; or
- (b) within the time limits included in a Variation Form requested by CCS or the Buyer.

24.3 If the Variation cannot be agreed or resolved by the Parties, CCS or the Buyer can either:

- (a) agree that the Contract continues without the Variation; or
- (b) terminate the affected Contract, unless in the case of an Order Contract, the Supplier has already provided part or all of the provision of the Deliverables, or where the Supplier can show evidence of substantial work being carried out to provide them; or
- (c) refer the Dispute to be resolved using Clause 34 (Resolving Disputes).

24.4 CCS and the Buyer are not required to accept a Variation request made by the Supplier.

24.5 If there is a General Change in Law, the Supplier must bear the risk of the change and is not entitled to ask for an increase to the DPS Pricing or the Charges.

24.6 If there is a Specific Change in Law or one is likely to happen during the Contract Period the Supplier must give CCS and the Buyer notice of the likely effects of the changes as soon as reasonably practical. They must also say if they think any Variation is needed either to the Deliverables, DPS Pricing or a Contract and provide evidence:

- (a) that the Supplier has kept costs as low as possible, including in Subcontractor costs; and
- (b) of how it has affected the Supplier's costs.

24.7 Any change in the DPS Pricing or relief from the Supplier's obligations because of a Specific Change in Law must be implemented using Clauses 24.1 to 24.4.

24.8 For 101(5) of the Regulations, if the Court declares any Variation ineffective, the Parties agree that their mutual rights and obligations will be regulated by the terms of the Contract as they existed immediately prior to that Variation and as if the Parties had never entered into that Variation.

25. How to communicate about the contract

- 25.1 All notices under the Contract must be in writing and are considered effective on the Working Day of delivery as long as they are delivered before 5:00pm on a Working Day. Otherwise the notice is effective on the next Working Day. An email is effective at 9:00am on the first Working Day after sending unless an error message is received.
- 25.2 Notices to CCS must be sent to the CCS Authorised Representative's address or email address indicated on the Platform.
- 25.3 Notices to the Buyer must be sent to the Buyer Authorised Representative's address or email address in the Order Form.
- 25.4 This Clause does not apply to the service of legal proceedings or any documents in any legal action, arbitration or dispute resolution.

26. Dealing with claims

- 26.1 If a Beneficiary is notified of a Claim then it must notify the Indemnifier as soon as reasonably practical and no later than 10 Working Days.
- 26.2 At the Indemnifier's cost the Beneficiary must both:
- (a) allow the Indemnifier to conduct all negotiations and proceedings to do with a Claim; and
 - (b) give the Indemnifier reasonable assistance with the claim if requested.
- 26.3 The Beneficiary must not make admissions about the Claim without the prior written consent of the Indemnifier which can not be unreasonably withheld or delayed.
- 26.4 The Indemnifier must consider and defend the Claim diligently using competent legal advisors and in a way that does not damage the Beneficiary's reputation.
- 26.5 The Indemnifier must not settle or compromise any Claim without the Beneficiary's prior written consent which it must not unreasonably withhold or delay.
- 26.6 Each Beneficiary must take all reasonable steps to minimise and mitigate any losses that it suffers because of the Claim.
- 26.7 If the Indemnifier pays the Beneficiary money under an indemnity and the Beneficiary later recovers money which is directly related to the Claim, the Beneficiary must immediately repay the Indemnifier the lesser of either:

- (a) the sum recovered minus any legitimate amount spent by the Beneficiary when recovering this money; or
- (b) the amount the Indemnifier paid the Beneficiary for the Claim.

27. Preventing fraud, bribery and corruption

27.1 The Supplier must not during any Contract Period:

- (a) commit a Prohibited Act or any other criminal offence in the Regulations 57(1) and 57(2); or
- (b) do or allow anything which would cause CCS or the Buyer, including any of their employees, consultants, contractors, Subcontractors or agents to breach any of the Relevant Requirements or incur any liability under them.

27.2 The Supplier must during the Contract Period:

- (a) create, maintain and enforce adequate policies and procedures to ensure it complies with the Relevant Requirements to prevent a Prohibited Act and require its Subcontractors to do the same;
- (b) keep full records to show it has complied with its obligations under Clause 27 and give copies to CCS or the Buyer on request; and
- (c) if required by the Relevant Authority, within 20 Working Days of the Start Date of the relevant Contract, and then annually, certify in writing to the Relevant Authority, that they have complied with Clause 27, including compliance of Supplier Staff, and provide reasonable supporting evidence of this on request, including its policies and procedures.

27.3 The Supplier must immediately notify CCS and the Buyer if it becomes aware of any breach of Clauses 27.1 or 27.2 or has any reason to think that it, or any of the Supplier Staff, has either:

- (a) been investigated or prosecuted for an alleged Prohibited Act;
- (b) been debarred, suspended, proposed for suspension or debarment, or is otherwise ineligible to take part in procurement programmes or contracts because of a Prohibited Act by any government department or agency;
- (c) received a request or demand for any undue financial or other advantage of any kind related to a Contract; or
- (d) suspected that any person or Party directly or indirectly related to a Contract has committed or attempted to commit a Prohibited Act.

27.4 If the Supplier notifies CCS or the Buyer as required by Clause 27.3, 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.

27.5 In any notice the Supplier gives under Clause 27.3 it must specify the:

- (a) Prohibited Act;
- (b) identity of the Party who it thinks has committed the Prohibited Act; and
- (c) action it has decided to take.

28. Equality, diversity and human rights

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

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

28.2 The Supplier must take all necessary steps, and inform CCS or 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 a Contract.

29. Health and safety

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

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

29.2 The Supplier and the Buyer must as soon as possible notify the other of any health and safety incidents or material hazards they are aware of at the Buyer Premises that relate to the performance of a Contract.

30. Environment

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

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

31. Tax

31.1 The Supplier must not breach any Tax or social security obligations and must enter into a binding agreement to pay any late contributions due, including where applicable, any interest or any fines. CCS

and the Buyer cannot terminate a Contract where the Supplier has not paid a minor Tax or social security contribution.

31.2 Where the Charges payable under a Contract with the Buyer are or are likely to exceed £5 million at any point during the relevant Contract Period, and an Occasion of Tax Non-Compliance occurs, the Supplier must notify CCS and the Buyer of it within 5 Working Days including:

- (a) the steps that the Supplier is taking to address the Occasion of Tax Non-Compliance and any mitigating factors that it considers relevant; and
- (b) other information relating to the Occasion of Tax Non-Compliance that CCS and the Buyer may reasonably need.

31.3 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 an Order Contract, the Supplier must both:

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

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

- (a) the Buyer may, at any time during the Contract Period, request that the Worker provides information which demonstrates they comply with Clause 31.3, or why those requirements do not apply, the Buyer can specify the information the Worker must provide and the deadline for responding;
- (b) the Worker's contract may be terminated at the Buyer's request if the Worker fails to provide the information requested by the Buyer within the time specified by the Buyer;
- (c) the Worker's contract may be terminated at the Buyer's request if the Worker provides information which the Buyer considers is not good enough to demonstrate how it complies with Clause 31.3 or confirms that the Worker is not complying with those requirements; and
- (d) the Buyer may supply any information they receive from the Worker to HMRC for revenue collection and management.

32. Conflict of interest

- 32.1 The Supplier must take action to ensure that neither the Supplier nor the Supplier Staff are placed in the position of an actual or potential Conflict of Interest.
- 32.2 The Supplier must promptly notify and provide details to CCS and each Buyer if a Conflict of Interest happens or is expected to happen.
- 32.3 CCS and each Buyer can terminate its Contract immediately by giving notice in writing to the Supplier or take any steps it thinks are necessary where there is or may be an actual or potential Conflict of Interest.

33. Reporting a breach of the contract

- 33.1 As soon as it is aware of it the Supplier and Supplier Staff must report to CCS or the Buyer any actual or suspected breach of:
- (a) Law;
 - (b) Clause 12.1; or
 - (c) Clauses 27 to 32.
- 33.2 The Supplier must not retaliate against any of the Supplier Staff who in good faith reports a breach listed in Clause 33.1 to the Buyer or a Prescribed Person.

34. Resolving disputes

- 34.1 If there is a Dispute, the senior representatives of the Parties 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.
- 34.2 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 34.3 to 34.5.
- 34.3 Unless the Relevant Authority refers the Dispute to arbitration using Clause 34.4, the Parties irrevocably agree that the courts of England and Wales have the exclusive jurisdiction to:
- (a) determine the Dispute;
 - (b) grant interim remedies; and/or
 - (c) grant any other provisional or protective relief.

- 34.4 The Supplier agrees that the Relevant Authority has the exclusive right to refer any Dispute to be finally resolved by arbitration under the London Court of International Arbitration Rules current at the time of the Dispute. There will be only one arbitrator. The seat or legal place of the arbitration will be London and the proceedings will be in English.
- 34.5 The Relevant Authority has the right to refer a Dispute to arbitration even if the Supplier has started or has attempted to start court proceedings under Clause 34.3, unless the Relevant Authority has agreed to the court proceedings or participated in them. Even if court proceedings have started, the Parties must do everything necessary to ensure that the court proceedings are stayed in favour of any arbitration proceedings if they are started under Clause 34.4.
- 34.6 The Supplier cannot suspend the performance of a Contract during any Dispute.

35. Which law applies

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

Joint Schedule 1 (Definitions)

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Joint Schedule 1 (Definitions)

- 1.1 In each Contract, unless the context otherwise requires, capitalised expressions shall have the meanings set out in this Joint Schedule 1 (Definitions) or the relevant Schedule in which that capitalised expression appears.
- 1.2 If a capitalised expression does not have an interpretation in this Schedule or any other Schedule, it shall, in the first instance, be interpreted in accordance with the common interpretation within the relevant market sector/industry where appropriate. Otherwise, it shall be interpreted in accordance with the dictionary meaning.
- 1.3 In each Contract, unless the context otherwise requires:
 - 1.3.1 the singular includes the plural and vice versa; 1.3.2 reference to a gender includes the other gender and the neuter; 1.3.3 references to a person include an individual, company, body corporate, corporation, unincorporated association, firm, partnership or other legal entity or Crown Body;
 - 1.3.4 a reference to any Law includes a reference to that Law as amended, extended, consolidated or re-enacted from time to time;
 - 1.3.5 the words "**including**", "**other**", "**in particular**", "**for example**" and similar words shall not limit the generality of the preceding words and shall be construed as if they were immediately followed by the words "**without limitation**";
 - 1.3.6 references to "**writing**" include typing, printing, lithography, photography, display on a screen, electronic and facsimile transmission and other modes of representing or reproducing words in a visible form, and expressions referring to writing shall be construed accordingly;
 - 1.3.7 references to "**representations**" shall be construed as references to present facts, to "**warranties**" as references to present and future facts and to "**undertakings**" as references to obligations under the Contract;
 - 1.3.8 references to "**Clauses**" and "**Schedules**" are, unless otherwise provided, references to the clauses and schedules of the Core Terms and references in any Schedule to parts, paragraphs, annexes and tables are, unless otherwise provided, references to the parts, paragraphs, annexes and tables of the Schedule in which these references appear;
 - 1.3.9 references to "**Paragraphs**" are, unless otherwise provided, references to the paragraph of the appropriate Schedules unless otherwise provided;
 - 1.3.10 references to a series of Clauses or Paragraphs shall be inclusive of the clause numbers specified;

Joint Schedule 1 (Definitions)

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1.3.11 the headings in each Contract are for ease of reference only and shall not affect the interpretation or construction of a Contract; and 1.3.12 where the Buyer is a Crown Body the Supplier shall be treated as contracting with the Crown as a whole.

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

"Achieve"	in respect of a Test, to successfully pass such Test without any Test Issues and in respect of a Milestone, the issue of a Satisfaction Certificate in respect of that Milestone and "Achieved" , "Achieving" and "Achievement" shall be construed accordingly;
"Additional Insurances"	insurance requirements relating to an Order Contract specified in the Order Form additional to those outlined in Joint Schedule 3 (Insurance Requirements);
"Admin Fee"	means the costs incurred by CCS in dealing with MI Failures calculated in accordance with the tariff of administration charges published by the CCS on: http://CCS.cabinetoffice.gov.uk/i-amsupplier/management-information/admin-fees ;
"Affected Party"	the party seeking to claim relief in respect of a Force Majeure Event;
"Affiliates"	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 of that body corporate from time to time;
"Annex"	extra information which supports a Schedule;
"Approval"	the prior written consent of the Buyer and "Approve" and "Approved" shall be construed accordingly;
"Audit"	the Relevant Authority's right to: a) verify the accuracy of the Charges and any other amounts payable by a Buyer under an Order 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 Services; c) verify the Open Book Data; d) verify the Supplier's and each Subcontractor's compliance with the applicable Law; e) identify or investigate actual or suspected breach of Clauses 27 to 33 and/or Joint Schedule 5 (Corporate Social Responsibility), impropriety or accounting mistakes or any breach or threatened breach of security and in these circumstances the Relevant Authority shall have no obligation to inform the Supplier of the purpose or objective of its investigations;

Joint Schedule 1 (Definitions)

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	f) identify or investigate any circumstances which may impact upon the financial stability of the Supplier, any Guarantor, and/or any Subcontractors or their ability to provide the Deliverables; g) obtain such information as is necessary to fulfil the Relevant Authority's obligations to supply information for parliamentary, ministerial, judicial or administrative purposes including the supply of information to the Comptroller and Auditor General; h) review any books of account and the internal contract management accounts kept by the Supplier in connection with each Contract; i) carry out the Relevant Authority's internal and statutory audits and to prepare, examine and/or certify the Relevant Authority's annual and interim reports and accounts; j) 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 Relevant Authority has used its resources; k) verify the accuracy and completeness of any Management Information delivered or required by the DPS Contract;
"Auditor"	a) the Buyer's internal and external auditors; b) the Buyer's statutory or regulatory auditors; c) the Comptroller and Auditor General, their staff and/or any appointed representatives of the National Audit Office; d) HM Treasury or the Cabinet Office; e) any party formally appointed by the Buyer to carry out audit or similar review functions; and f) successors or assigns of any of the above;
"Authority"	CCS and each Buyer;
"Authority Cause"	any breach of the obligations of the Relevant Authority or any other default, act, omission, negligence or statement of the Relevant Authority, of its employees, servants, agents in connection with or in relation to the subject-matter of the Contract and in respect of which the Relevant Authority is liable to the Supplier;
"BACS"	the Bankers' Automated Clearing Services, which is a scheme for the electronic processing of financial transactions within the United Kingdom;
"Beneficiary"	a Party having (or claiming to have) the benefit of an indemnity under this Contract;
"Buyer"	the relevant public sector purchaser identified as such in the Order Form;

Joint Schedule 1 (Definitions)

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"Buyer Assets"	the Buyer's infrastructure, data, software, materials, assets, equipment or other property owned by and/or licensed or leased to the Buyer and which is or may be used in connection with the provision of the Deliverables which remain the property of the Buyer throughout the term of the Contract;
"Buyer Authorised Representative"	the representative appointed by the Buyer from time to time in relation to the Order Contract initially identified in the Order Form;
"Buyer Premises"	premises owned, controlled or occupied by the Buyer which are made available for use by the Supplier or its Subcontractors for the provision of the Deliverables (or any of them);
"CCS"	the Minister for the Cabinet Office as represented by Crown Commercial Service, which is an executive agency and operates as a trading fund of the Cabinet Office, whose offices are located at 9th Floor, The Capital, Old Hall Street, Liverpool L3 9PP;
"CCS Authorised Representative"	the representative appointed by CCS from time to time in relation to the DPS Contract initially identified in the DPS Appointment Form and subsequently on the Platform;
"Central Government Body"	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: 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;
"Change in Law"	any change in Law which impacts on the supply of the Deliverables and performance of the Contract which comes into force after the Start Date;
"Change of Control"	a change of control within the meaning of Section 450 of the Corporation Tax Act 2010;
"Charges"	the prices (exclusive of any applicable VAT), payable to the Supplier by the Buyer under the Order Contract, as set out in the Order Form, for the full and proper performance by the Supplier of its obligations under the Order Contract less any Deductions;
"Claim"	any claim which it appears that a Beneficiary is, or may become, entitled to indemnification under this Contract;

Joint Schedule 1 (Definitions)

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"Commercially Sensitive Information"	the Confidential Information listed in the DPS Appointment Form or Order Form (if any) comprising of commercially sensitive information relating to the Supplier, its IPR or its business or which the Supplier has indicated to the Authority that, if disclosed by the Authority,
	would cause the Supplier significant commercial disadvantage or material financial loss;
"Comparable Supply"	the supply of Deliverables to another Buyer of the Supplier that are the same or similar to the Deliverables;
"Compliance Officer"	the person(s) appointed by the Supplier who is responsible for ensuring that the Supplier complies with its legal obligations;
"Confidential Information"	means any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, Know-How, personnel and suppliers of CCS, the Buyer or the Supplier, including IPRs, together with information derived from the above, and any other information clearly designated as being confidential (whether or not it is marked as "confidential") or which ought reasonably to be considered to be confidential;
"Conflict of Interest"	a conflict between the financial or personal duties of the Supplier or the Supplier Staff and the duties owed to CCS or any Buyer under a Contract, in the reasonable opinion of the Buyer or CCS;
"Contract"	either the DPS Contract or the Order Contract, as the context requires;
"Contracts Finder"	the Government's publishing portal for public sector procurement opportunities;
"Contract Period"	the term of either a DPS Contract or Order Contract from the earlier of the: a) applicable Start Date; or b) the Effective Date until the applicable End Date;
"Contract Value"	the higher of the actual or expected total Charges paid or payable under a Contract where all obligations are met by the Supplier;
"Contract Year"	a consecutive period of twelve (12) Months commencing on the Start Date or each anniversary thereof;
"Control"	control in either of the senses defined in sections 450 and 1124 of the Corporation Tax Act 2010 and "Controlled" shall be construed accordingly;
"Controller"	has the meaning given to it in the GDPR;
"Core Terms"	CCS' standard terms and conditions for common goods and services which govern how Supplier must interact with CCS and Buyers under DPS Contracts and Order Contracts;

Joint Schedule 1 (Definitions)
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"Costs"	the following costs (without double recovery) to the extent that they are reasonably and properly incurred by the Supplier in providing the Deliverables: a) the cost to the Supplier or the Key Subcontractor (as the context requires), calculated per Man Day, of engaging the Supplier Staff, including:
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Joint Schedule 1 (Definitions)

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	i) base salary paid to the Supplier Staff; ii) employer's National Insurance contributions; iii) pension contributions; iv) car allowances; v) any other contractual employment benefits; vi) staff training; vii) work place accommodation; viii) work place IT equipment and tools reasonably necessary to provide the Deliverables (but not including items included within limb (b) below); and ix) reasonable recruitment costs, as agreed with the Buyer; b) costs incurred in respect of Supplier Assets which would be treated as capital costs according to generally accepted accounting principles within the UK, which shall include the cost to be charged in respect of Supplier Assets by the Supplier to the Buyer or (to the extent that risk and title in any Supplier Asset is not held by the Supplier) any cost actually incurred by the Supplier in respect of those Supplier Assets; c) operational costs which are not included within (a) or (b) above, to the extent that such costs are necessary and properly incurred by the Supplier in the provision of the Deliverables; d) Reimbursable Expenses to the extent these have been specified as allowable in the Order Form and are incurred in delivering any Deliverables; but excluding: a) Overhead; b) financing or similar costs; c) maintenance and support costs to the extent that these relate to maintenance and/or support Deliverables provided beyond the Order Contract Period whether in relation to Supplier Assets or otherwise; d) taxation; e) fines and penalties; f) amounts payable under Order Schedule 16 (Benchmarking) where such Schedule is used; and g) non-cash items (including depreciation, amortisation, impairments and movements in provisions);
"Crown Body"	the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Government and the National Assembly for Wales), including, but not limited to, government ministers and government departments

Joint Schedule 1 (Definitions)

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	and particular bodies, persons, commissions or agencies from time to time carrying out functions on its behalf;
"CRTPA"	the Contract Rights of Third Parties Act 1999;
"Data Protection Impact Assessment"	an assessment by the Controller of the impact of the envisaged Processing on the protection of Personal Data;
"Data Protection Legislation"	(i) the GDPR, the LED and any applicable national implementing Laws as amended from time to time (ii) the DPA 2018 to the extent that it relates to Processing of personal data and privacy; (iii) all applicable Law about the Processing of personal data and privacy;
"Data Protection Officer"	has the meaning given to it in the GDPR;
"Data Subject"	has the meaning given to it in the GDPR;
"Data Subject Access Request"	a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data;
"Deductions"	all Service Credits, Delay Payments (if applicable), or any other deduction which the Buyer is paid or is payable to the Buyer under an Order Contract;
"Default"	any breach of the obligations of the Supplier (including abandonment of a Contract in breach of its terms) or any other default (including material default), act, omission, negligence or statement of the Supplier, of its Subcontractors or any Supplier Staff howsoever arising in connection with or in relation to the subject-matter of a Contract and in respect of which the Supplier is liable to the Relevant Authority;
"Default Management Levy"	has the meaning given to it in Paragraph 8.1.1 of DPS Schedule 5 (Management Levy and Information);
"Delay Payments"	the amounts (if any) payable by the Supplier to the Buyer in respect of a delay in respect of a Milestone as specified in the Mobilisation Plan;
"Deliverables"	Goods and/or Services that may be ordered under the Contract including the Documentation;
"Delivery"	delivery of the relevant Deliverable or Milestone in accordance with the terms of an Order Contract as confirmed and accepted by the Buyer by either (a) confirmation in writing to the Supplier; or (b) where Order Schedule 13 (Implementation Plan and Testing) is used, issue by the Buyer of a Satisfaction Certificate. "Deliver" and "Delivered" shall be construed accordingly;

Joint Schedule 1 (Definitions)

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"Disaster"	the occurrence of one or more events which, either separately or cumulatively, mean that the Deliverables, or a material part thereof
	will be unavailable (or could reasonably be anticipated to be unavailable) for the period specified in the Order Form (for the purposes of this definition the "Disaster Period");
"Disclosing Party"	the Party directly or indirectly providing Confidential Information to the other Party in accordance with Clause 15 (What you must keep confidential);
"Dispute"	any claim, dispute or difference arises out of or in connection with the Contract or in connection with the negotiation, existence, legal validity, enforceability or termination of the Contract, whether the alleged liability shall arise under English law or under the law of some other country and regardless of whether a particular cause of action may successfully be brought in the English courts;
"Dispute Resolution Procedure"	the dispute resolution procedure set out in Clause 34 (Resolving disputes);
"Documentation"	descriptions of the Services and Service Levels, technical specifications, user manuals, training manuals, operating manuals, process definitions and procedures, system environment descriptions and all such other documentation (whether in hardcopy or electronic form) is required to be supplied by the Supplier to the Buyer under a Contract as: a) would reasonably be required by a competent third party capable of Good Industry Practice contracted by the Buyer to develop, configure, build, deploy, run, maintain, upgrade and test the individual systems that provide the Deliverables; b) is required by the Supplier in order to provide the Deliverables; and/or has been or shall be generated for the purpose of providing the Deliverables;
"DOTAS"	the Disclosure of Tax Avoidance Schemes rules which require a promoter of tax schemes to tell HMRC of any specified notifiable arrangements or proposals and to provide prescribed information on those arrangements or proposals within set time limits as contained in Part 7 of the Finance Act 2004 and in secondary legislation made under vires contained in Part 7 of the Finance Act 2004 and as extended to National Insurance Contributions;
"DPA 2018"	a) the Data Protection Act 2018;
"DPS"	the dynamic purchasing system operated by CCS in accordance with Regulation 34 that this DPS Contract governs access to;

Joint Schedule 1 (Definitions)

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"DPS Application"	the application submitted by the Supplier to CCS and annexed to or referred to in DPS Schedule 2 (DPS Application);
"DPS Appointment Form"	the document outlining the DPS Incorporated Terms and crucial information required for the DPS Contract, to be executed by the Supplier and CCS and subsequently held on the Platform;
"DPS Contract"	the dynamic purchasing system access agreement established between CCS and the Supplier in accordance with Regulation 34 by the DPS Appointment Form for the provision of the Deliverables to Buyers by the Supplier pursuant to the OJEU Notice;
"DPS Contract Period"	the period from the DPS Start Date until the End Date or earlier termination of the DPS Contract;
"DPS Expiry Date"	the date of the end of the DPS Contract as stated in the DPS Appointment Form;
"DPS Incorporated Terms"	the contractual terms applicable to the DPS Contract specified in the DPS Appointment Form;
"DPS Initial Period"	the initial term of the DPS Contract as specified in the DPS Appointment Form;
"DPS Optional Extension Period"	such period or periods beyond which the DPS Initial Period may be extended up to a maximum of the number of years in total specified in the DPS Appointment Form;
"DPS Pricing"	the maximum price(s) applicable to the provision of the Deliverables set out in DPS Schedule 3 (DPS Pricing);
"DPS Registration"	the registration process a Supplier undertakes when submitting its details onto the Platform;
"DPS SQ Submission"	the Supplier's selection questionnaire response;
"DPS Special Terms"	any additional terms and conditions specified in the DPS Appointment Form incorporated into the DPS Contract;
"DPS Start Date"	the date of start of the DPS Contract as stated in the DPS Appointment Form;
"Due Diligence Information"	any information supplied to the Supplier by or on behalf of the Authority prior to the Start Date;
"Effective Date"	the date on which the final Party has signed the Contract;
"EIR"	the Environmental Information Regulations 2004;
"Employment Regulations"	the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) as amended or replaced or any other Regulations implementing the European Council Directive 77/187/EEC;

Joint Schedule 1 (Definitions)

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"End Date"	the earlier of: a) the Expiry Date (as extended by any Extension Period exercised by the Authority under Clause 10.2); or if a Contract is terminated before the date specified in (a) above, the date of termination of the Contract;
"Environmental Policy"	to conserve energy, water, wood, paper and other resources, reduce waste and phase out the use of ozone depleting substances and

	minimise the release of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment, including any written environmental policy of the Buyer;
"Estimated Year 1 Contract Charges"	the anticipated total charges payable by the Supplier in the first Contract Year specified in the Order Form; a)
"Estimated Yearly Charges"	means for the purposes of calculating each Party's annual liability under clause 11.2 : i) in the first Contract Year, the Estimated Year 1 Contract Charges; or ii) in any subsequent Contract Years, the Charges paid or payable in the previous Contract Year; or iii) after the end of the Contract, the Charges paid or payable in the last Contract Year during the Contract Period;
"Equality and Human Rights Commission"	the UK Government body named as such as may be renamed or replaced by an equivalent body from time to time;
"Existing IPR"	any and all IPR that are owned by or licensed to either Party and which are or have been developed independently of the Contract (whether prior to the Start Date or otherwise);
"Expiry Date"	the DPS Expiry Date or the Order Expiry Date (as the context dictates);
"Extension Period"	the DPS Optional Extension Period or the Order Optional Extension Period as the context dictates;
"Filter Categories"	the number of categories specified in DPS Schedule 1 (Specification), if applicable;
"FOIA"	the Freedom of Information Act 2000 and any subordinate legislation made under that Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation;

Joint Schedule 1 (Definitions)

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"Force Majeure Event"	any event, occurrence, circumstance, matter or cause affecting the performance by either the Relevant Authority or the Supplier of its obligations arising from: a) acts, events, omissions, happenings or non-happenings beyond the reasonable control of the Affected Party which prevent or materially delay the Affected Party from performing its obligations under a 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 but excluding: i) any industrial dispute relating to the Supplier, the Supplier Staff (including any subsets of them) or any other failure in the Supplier or the Subcontractor's supply chain; ii) any event, occurrence, circumstance, matter or cause which is attributable to the wilful act, neglect or failure to take reasonable precautions against it by the Party concerned; and any failure of delay caused by a lack of funds;
"Force Majeure Notice"	a written notice served by the Affected Party on the other Party stating that the Affected Party believes that there is a Force Majeure Event;
"GDPR"	i) the General Data Protection Regulation (Regulation (EU) 2016/679);
"General Anti-Abuse Rule"	b) the legislation in Part 5 of the Finance Act 2013; and any future legislation introduced into parliament to counteract tax advantages arising from abusive arrangements to avoid National Insurance contributions;
"General Change in Law"	a Change in Law where the change is of a general legislative nature (including taxation or duties of any sort affecting the Supplier) or which affects or relates to a Comparable Supply;
"Goods"	a) goods made available by the Supplier as specified in DPS Schedule 1 (Specification) and in relation to an Order Contract as specified in the Order Form;
"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;

Joint Schedule 1 (Definitions)

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"Government"	the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Government and the National Assembly for Wales), including government ministers and government departments and other bodies, persons, commissions or agencies from time to time carrying out functions on its behalf;
"Government Data"	the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, including any of the Authority's Confidential Information, and which: i) are supplied to the Supplier by or on behalf of the Authority; or

	the Supplier is required to generate, process, store or transmit pursuant to a Contract;
"Government Procurement Card"	the Government's preferred method of purchasing and payment for low value goods or services https://www.gov.uk/government/publications/governmentprocurement-card--2 ;
"Guarantor"	i) the person (if any) who has entered into a guarantee in the form set out in Joint Schedule 8 (Guarantee) in relation to this Contract;
"Halifax Abuse Principle"	the principle explained in the CJEU Case C-255/02 Halifax and others;
"HMRC"	Her Majesty's Revenue and Customs;
"ICT Policy"	the Buyer's policy in respect of information and communications technology, referred to in the Order Form, which is in force as at the Order Start Date (a copy of which has been supplied to the Supplier), as updated from time to time in accordance with the Variation Procedure;

Joint Schedule 1 (Definitions)

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"Impact Assessment"	an assessment of the impact of a Variation request by the Relevant Authority completed in good faith, including: a) details of the impact of the proposed Variation on the Deliverables and the Supplier's ability to meet its other obligations under the Contract; b) details of the cost of implementing the proposed Variation; c) details of the ongoing costs required by the proposed Variation when implemented, including any increase or decrease in the DPS Pricing/Charges (as applicable), any alteration in the resources and/or expenditure required by either Party and any alteration to the working practices of either Party; d) a timetable for the implementation, together with any proposals for the testing of the Variation; and such other information as the Relevant Authority may reasonably request in (or in response to) the Variation request;
"Implementation Plan"	the plan for provision of the Deliverables set out in Order Schedule 13 (Implementation Plan and Testing) where that Schedule is used or otherwise as agreed between the Supplier and the Buyer;
"Indemnifier"	a) a Party from whom an indemnity is sought under this Contract;
"Independent Control"	where a Controller has provided Personal Data to another Party which is not a Processor or a Joint Controller because the recipient itself determines the purposes and means of Processing but does so separately from the Controller providing it with Personal Data and "Independent Controller" shall be construed accordingly;
"Indexation"	the adjustment of an amount or sum in accordance with DPS Schedule 3 (DPS Pricing) and the relevant Order Form;

"Information"	has the meaning given under section 84 of the Freedom of Information Act 2000;
"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;
"Initial Period"	the initial term of a Contract specified on the Platform or the Order Form, as the context requires;

Joint Schedule 1 (Definitions)

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"Insolvency Event"	a) in respect of a person: b) a proposal is made for a voluntary arrangement within Part I of the Insolvency Act 1986 or of any other composition scheme or arrangement with, or assignment for the benefit of, its creditors; or c) a shareholders' meeting is convened for the purpose of considering a resolution that it be wound up or a resolution for its winding-up is passed (other than as part of, and exclusively for the purpose of, a bona fide reconstruction or amalgamation); or d) a petition is presented for its winding up (which is not dismissed within fourteen (14) Working Days of its service) or an application is made for the appointment of a provisional liquidator or a creditors' meeting is convened pursuant to section 98 of the Insolvency Act 1986; or e) a receiver, administrative receiver or similar officer is appointed over the whole or any part of its business or assets; or f) an application is made either for the appointment of an administrator or for an administration order, an administrator is appointed, or notice of intention to appoint an administrator is given; or g) it is or becomes insolvent within the meaning of section 123 of the Insolvency Act 1986; or h) being a "small company" within the meaning of section 382(3) of the Companies Act 2006, a moratorium comes into force pursuant to Schedule A1 of the Insolvency Act 1986; or i) where the person is an individual or partnership, any event analogous to those listed in limbs (a) to (g) (inclusive) occurs in relation to that individual or partnership; or any event analogous to those listed in limbs (a) to (h) (inclusive) occurs under the law of any other jurisdiction;
"Installation Works"	all works which the Supplier is to carry out at the beginning of the Order Contract Period to install the Goods in accordance with the Order Contract;
"Intellectual Property Rights" or "IPR"	a) copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trade marks, rights in internet domain names and website addresses and other rights in trade or

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	business names, goodwill, designs, Know-How, trade secrets and other rights in Confidential Information; b) applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction; and c) all other rights having equivalent or similar effect in any country or jurisdiction;
"Invoicing Address"	the address to which the Supplier shall Invoice the Buyer as specified in the Order Form;
"IPR Claim"	a) any claim of infringement or alleged infringement (including the defence of such infringement or alleged infringement) of any IPR, used to provide the Deliverables or otherwise provided and/or licensed by the Supplier (or to which the Supplier has provided access) to the Relevant Authority in the fulfilment of its obligations under a Contract;
"IR35"	the off-payroll rules requiring individuals who work through their company pay the same tax and National Insurance contributions as an employee which can be found online at: https://www.gov.uk/guidance/ir35-find-out-if-it-applies;
"Joint Controller Agreement"	the agreement (if any) entered into between the Relevant Authority and the Supplier substantially in the form set out in Annex 2 of Joint Schedule 11 (<i>Processing Data</i>);
"Joint Controllers"	where two or more Controllers jointly determine the purposes and means of Processing;
"Key Personnel"	the individuals (if any) identified as such in the Order Form;
"Key Sub-Contract"	each Sub-Contract with a Key Subcontractor;
"Key Subcontractor"	any Subcontractor: a) which is relied upon to deliver any work package within the Deliverables in their entirety; and/or b) which, in the opinion of CCS or the Buyer performs (or would perform if appointed) a critical role in the provision of all or any part of the Deliverables; and/or c) with a Sub-Contract with a contract value which at the time of appointment exceeds (or would exceed if appointed) 10% of the aggregate Charges forecast to be payable under the Order Contract, and the Supplier shall list all such Key Subcontractors on the Platform and in the Key Subcontractor Section in the Order Form;

Joint Schedule 1 (Definitions)

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"Know-How"	all ideas, concepts, schemes, information, knowledge, techniques, methodology, and anything else in the nature of know-how relating to the Deliverables but excluding know-how already in the other Party's possession before the applicable Start Date;
"Law"	any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of Section 2 of the European Communities Act 1972, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the relevant Party is bound to comply;
"LED"	Law Enforcement Directive (Directive (EU) 2016/680);
"Losses"	all losses, liabilities, damages, costs, expenses (including legal fees), disbursements, costs of investigation, litigation, settlement, judgment, interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise and "Loss" shall be interpreted accordingly;
"Man Day"	7.5 Man Hours, whether or not such hours are worked consecutively and whether or not they are worked on the same day;
"Man Hours"	the hours spent by the Supplier Staff properly working on the provision of the Deliverables including time spent travelling (other than to and from the Supplier's offices, or to and from the Sites) but excluding lunch breaks;
"Management Information"	the management information specified in DPS Schedule 5 (Management Levy and Information);
"Management Levy"	the sum specified on the Platform payable by the Supplier to CCS in accordance with DPS Schedule 5 (Management Levy and Information);
"Marketing Contact"	shall be the person identified in the DPS Appointment Form;
"MI Default"	means when two (2) MI Reports are not provided in any rolling six (6) month period;
"MI Failure"	means when an MI report: a) contains any material errors or material omissions or a missing mandatory field; or b) is submitted using an incorrect MI reporting Template; or is not submitted by the reporting date (including where a declaration of no business should have been filed);
"MI Report"	means a report containing Management Information submitted to the Authority in accordance with DPS Schedule 5 (Management Levy and Information);

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"MI Reporting Template"	a) means the form of report set out in the Annex to DPS Schedule 5 (Management Levy and Information) setting out the information the Supplier is required to supply to the Authority;
"Milestone"	an event or task described in the Mobilisation Plan;
"Milestone Date"	the target date set out against the relevant Milestone in the Mobilisation Plan by which the Milestone must be Achieved;

"Month"	a calendar month and "Monthly" shall be interpreted accordingly;
"National Insurance"	contributions required by the National Insurance Contributions Regulations 2012 (SI 2012/1868) made under section 132A of the Social Security Administration Act 1992;
"New IPR"	a) IPR in items created by the Supplier (or by a third party on behalf of the Supplier) specifically for the purposes of a Contract and updates and amendments of these items including (but not limited to) database schema; and/or b) IPR in or arising as a result of the performance of the Supplier's obligations under a Contract and all updates and amendments to the same; but shall not include the Supplier's Existing IPR;
"Occasion of Tax Non – Compliance"	where: a) any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 which is found on or after 1 April 2013 to be incorrect as a result of: i) a Relevant Tax Authority successfully challenging the Supplier under the General Anti-Abuse Rule or the Halifax Abuse Principle or under any tax rules or legislation in any jurisdiction that have an effect equivalent or similar to the General Anti-Abuse Rule or the Halifax Abuse Principle; ii) the failure of an avoidance scheme which the Supplier was involved in, and which was, or should have been, notified to a Relevant Tax Authority under the DOTAS or any equivalent or similar regime in any jurisdiction; and/or any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 which gives rise, on or after 1 April 2013, to a criminal conviction in any jurisdiction for tax related offences which is not spent at the Start Date or to a civil penalty for fraud or evasion;

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"Open Book Data"	complete and accurate financial and non-financial information which is sufficient to enable the Buyer to verify the Charges already paid or payable and Charges forecast to be paid during the remainder of the Order Contract, including details and all assumptions relating to: a) the Supplier's Costs broken down against each Good and/or Service and/or Deliverable, including actual capital expenditure (including capital replacement costs) and the unit cost and total actual costs of all Deliverables; b) operating expenditure relating to the provision of the Deliverables including an analysis showing: i) the unit costs and quantity of Goods and any other consumables and bought-in Deliverables; ii) manpower resources broken down into the number and grade/role of all Supplier Staff (free of any contingency)
	together with a list of agreed rates against each manpower grade; iii) a list of Costs underpinning those rates for each manpower grade, being the agreed rate less the Supplier Profit Margin; and iv) Reimbursable Expenses, if allowed under the Order Form; c) Overheads; d) all interest, expenses and any other third party financing costs incurred in relation to the provision of the Deliverables; e) the Supplier Profit achieved over the DPS Contract Period and on an annual basis; f) confirmation that all methods of Cost apportionment and Overhead allocation are consistent with and not more onerous than such methods applied generally by the Supplier; g) an explanation of the type and value of risk and contingencies associated with the provision of the Deliverables, including the amount of money attributed to each risk and/or contingency; and the actual Costs profile for each Service Period;
"Order"	a) means an order for the provision of the Deliverables placed by a Buyer with the Supplier under a Contract;
"Order Contract"	b) the contract between the Buyer and the Supplier (entered into pursuant to the provisions of the DPS Contract), which consists of the terms set out and referred to in the Order Form;
"Order Contract Period"	the Contract Period in respect of the Order Contract;

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"Order Expiry Date"	the date of the end of an Order Contract as stated in the Order Form;
"Order Form"	a completed Order Form Template (or equivalent information issued by the Buyer) used to create an Order Contract;
"Order Form Template"	the template in DPS Schedule 6 (Order Form Template and Order Schedules);
"Order Incorporated Terms"	the contractual terms applicable to the Order Contract specified under the relevant heading in the Order Form;
"Order Initial Period"	the Initial Period of an Order Contract specified in the Order Form;
"Order Optional Extension Period"	such period or periods beyond which the Order Initial Period may be extended up to a maximum of the number of years in total specified in the Order Form;
"Order Procedure"	the process for awarding an Order Contract pursuant to Clause 2 (How the contract works) and DPS Schedule 7 (Order Procedure);
"Order Special Terms"	any additional terms and conditions specified in the Order Form incorporated into the applicable Order Contract;
"Order Start Date"	the date of start of an Order Contract as stated in the Order Form;
"Order Tender"	the tender submitted by the Supplier in response to the Buyer's Statement of Requirements following an Order Procedure and set out at Order Schedule 4 (Order Tender);
"Other Contracting Authority"	any actual or potential Buyer under the DPS Contract;
"Overhead"	those amounts which are intended to recover a proportion of the Supplier's or the Key Subcontractor's (as the context requires) indirect corporate costs (including financing, marketing, advertising, research and development and insurance costs and any fines or penalties) but excluding allowable indirect costs apportioned to facilities and administration in the provision of Supplier Staff and accordingly included within limb (a) of the definition of "Costs";
"Parliament"	takes its natural meaning as interpreted by Law;
"Party"	in the context of the DPS Contract, CCS or the Supplier, and in the in the context of an Order Contract the Buyer or the Supplier. "Parties" shall mean both of them where the context permits;
"Performance Indicators" or "PIs"	the performance measurements and targets in respect of the Supplier's performance of the DPS Contract set out in DPS Schedule 4 (DPS Management);

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"Personal Data"	has the meaning given to it in the GDPR;
"Personal Data Breach"	has the meaning given to it in the GDPR;
"Personnel"	all directors, officers, employees, agents, consultants and suppliers of a Party and/or of any Subcontractor and/or Subprocessor engaged in the performance of its obligations under a Contract;
"Platform"	the online application operated on behalf of CCS to facilitate the technical operation of the DPS;
"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 ;
"Processing"	has the meaning given to it in the GDPR;
"Processor"	has the meaning given to it in the GDPR;
"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 a Contract;
"Progress Meeting"	a meeting between the Buyer Authorised Representative and the Supplier Authorised Representative;
"Progress Meeting Frequency"	the frequency at which the Supplier shall conduct a Progress Meeting in accordance with Clause 6.1 as specified in the Order Form;
"Progress Report"	a report provided by the Supplier indicating the steps taken to achieve Milestones or delivery dates;
"Progress Report Frequency"	the frequency at which the Supplier shall deliver Progress Reports in accordance with Clause 6.1 as specified in the Order Form;

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"Prohibited Acts"	a) to directly or indirectly offer, promise or give any person working for or engaged by a Buyer or any other public body a financial or other advantage to: i) induce that person to perform improperly a relevant function or activity; or ii) reward that person for improper performance of a relevant function or activity; b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with each Contract; or c) committing any offence: i) under the Bribery Act 2010 (or any legislation repealed or revoked by such Act); or ii) under legislation or common law concerning fraudulent acts; or iii) defrauding, attempting to defraud or conspiring to defraud a Buyer or other public body; or any activity, practice or conduct which would constitute one of the offences listed under (c) above if such activity, practice or conduct had been carried out in the UK;
"Protective Measures"	appropriate technical and organisational measures which may include pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it including those outlined in DPS Schedule 9 (Cyber Essentials), if applicable, in the case of the DPS Contract or Order Schedule 9 (Security), if applicable, in the case of an Order Contract;
"Recall"	a) a request by the Supplier to return Goods to the Supplier or the manufacturer after the discovery of safety issues or defects (including defects in the right IPR rights) that might endanger health or hinder performance;
"Recipient Party"	the Party which receives or obtains directly or indirectly Confidential Information;

Joint Schedule 1 (Definitions)

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"Rectification Plan"	the Supplier's plan (or revised plan) to rectify its breach using the template in Joint Schedule 10 (Rectification Plan Template) which shall include: a) full details of the Default that has occurred, including a root cause analysis; b) the actual or anticipated effect of the Default; and the steps which the Supplier proposes to take to rectify the Default (if applicable) and to prevent such Default from recurring, including timescales for such steps and for the rectification of the Default (where applicable);
"Rectification Plan Process"	the process set out in Clause 10.4.3 to 10.4.5 (Rectification Plan Process);
"Regulations"	a) the Public Contracts Regulations 2015 and/or the Public Contracts (Scotland) Regulations 2015 (as the context requires);
"Reimbursable Expenses"	the reasonable out of pocket travel and subsistence (for example, hotel and food) expenses, properly and necessarily incurred in the performance of the Services, calculated at the rates and in accordance with the Buyer's expenses policy current from time to time, but not including: a) travel expenses incurred as a result of Supplier Staff travelling to and from their usual place of work, or to and from the premises at which the Services are principally to be performed, unless the Buyer otherwise agrees in advance in writing; and subsistence expenses incurred by Supplier Staff whilst performing the Services at their usual place of work, or to and from the premises at which the Services are principally to be performed;
"Relevant Authority"	the Authority which is party to the Contract to which a right or obligation is owed, as the context requires;
"Relevant Authority's Confidential Information"	a) all Personal Data and any information, however it is conveyed, that relates to the business, affairs, developments, property rights, trade secrets, Know-How and IPR of the Relevant Authority (including all Relevant Authority Existing IPR and New IPR); b) any other information clearly designated as being confidential (whether or not it is marked "confidential") or which ought reasonably be considered confidential which comes (or has come) to the Relevant Authority's attention or into the Relevant Authority's possession in connection with a Contract; and
	c) information derived from any of the above;
"Relevant Requirements"	all applicable Law relating to bribery, corruption and fraud, including the Bribery Act 2010 and any guidance issued by the Secretary of State pursuant to section 9 of the Bribery Act 2010;

Joint Schedule 1 (Definitions)

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"Relevant Tax Authority"	HMRC, or, if applicable, the tax authority in the jurisdiction in which the Supplier is established;
"Reminder Notice"	a notice sent in accordance with Clause 10.6 given by the Supplier to the Buyer providing notification that payment has not been received on time;
"Replacement Deliverables"	any deliverables which are substantially similar to any of the Deliverables and which the Buyer receives in substitution for any of the Deliverables following the Order Expiry Date, whether those goods are provided by the Buyer internally and/or by any third party;
"Replacement Subcontractor"	a Subcontractor of the Replacement Supplier to whom Transferring Supplier Employees will transfer on a Service Transfer Date (or any Subcontractor of any such Subcontractor);
"Replacement Supplier"	any third party provider of Replacement Deliverables appointed by or at the direction of the Buyer from time to time or where the Buyer is providing Replacement Deliverables for its own account, shall also include the Buyer;
"Request For Information"	a request for information or an apparent request relating to a Contract for the provision of the Deliverables or an apparent request for such information under the FOIA or the EIRs;
"Required Insurances"	the insurances required by Joint Schedule 3 (Insurance Requirements) or any additional insurances specified in the Order Form;
"Satisfaction Certificate"	the certificate (materially in the form of the document contained in Part B of Order Schedule 13 (Implementation Plan and Testing) or as agreed by the Parties where Order Schedule 13 is not used in this Contract) granted by the Buyer when the Supplier has met all of the requirements of an Order, Achieved a Milestone or a Test;
"Schedules"	any attachment to a DPS or Order Contract which contains important information specific to each aspect of buying and selling;
"Security Management Plan"	the Supplier's security management plan prepared pursuant to Order Schedule 9 (Security) (if applicable);
"Security Policy"	the Buyer's security policy, referred to in the Order Form, in force as at the Order Start Date (a copy of which has been supplied to the Supplier), as updated from time to time and notified to the Supplier;
"Self Audit Certificate"	means the certificate in the form as set out in DPS Schedule 8 (Self Audit Certificate);
"Serious Fraud Office"	the UK Government body named as such as may be renamed or replaced by an equivalent body from time to time;

Joint Schedule 1 (Definitions)

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"Service Levels"	any service levels applicable to the provision of the Deliverables under the Order Contract (which, where Order Schedule 14 (Service Credits) is used in this Contract, are specified in the Annex to Part A of such Schedule);
"Service Period"	has the meaning given to it in the Order Form;
"Services"	services made available by the Supplier as specified in DPS Schedule 1 (Specification) and in relation to an Order Contract as specified in the Order Form;
"Service Transfer"	any transfer of the Deliverables (or any part of the Deliverables), for whatever reason, from the Supplier or any Subcontractor to a Replacement Supplier or a Replacement Subcontractor;
"Service Transfer Date"	the date of a Service Transfer;
"Sites"	any premises (including the Buyer Premises, the Supplier's premises or third party premises) from, to or at which: a) the Deliverables are (or are to be) provided; or the Supplier manages, organises or otherwise directs the provision or the use of the Deliverables;
"SME"	an enterprise falling within the category of micro, small and medium sized enterprises defined by the Commission Recommendation of 6 May 2003 concerning the definition of micro, small and medium enterprises;
"Special Terms"	a) any additional Clauses set out in the DPS Appointment Form or Order Form which shall form part of the respective Contract;
"Specific Change in Law"	a Change in Law that relates specifically to the business of the Buyer and which would not affect a Comparable Supply where the effect of that Specific Change in Law on the Deliverables is not reasonably foreseeable at the Start Date;
"Specification"	the specification set out in DPS Schedule 1 (Specification), as may, in relation to an Order Contract, be supplemented by the Order Form;
"Standards"	any: a) standards published by BSI British Standards, the National Standards Body of the United Kingdom, the International Organisation for Standardisation or other reputable or equivalent bodies (and their successor bodies) that a skilled and experienced operator in the same type of industry or business sector as the Supplier would reasonably and ordinarily be expected to comply with; b) standards detailed in the specification in DPS Schedule 1 (Specification);

Joint Schedule 1 (Definitions)

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	c) standards detailed by the Buyer in the Order Form or agreed between the Parties from time to time; relevant Government codes of practice and guidance applicable from time to time;
"Start Date"	in the case of the DPS Contract, the date specified on the DPS Appointment Form, and in the case of an Order Contract, the date specified in the Order Form;
"Statement of Requirements"	a) a statement issued by the Buyer detailing its requirements in respect of Deliverables issued in accordance with the Order Procedure;
"Storage Media"	the part of any device that is capable of storing and retrieving data;
"Sub-Contract"	any contract or agreement (or proposed contract or agreement), other than an Order Contract or the DPS Contract, pursuant to which a third party: 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 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"	a) any third party appointed to process Personal Data on behalf of that Processor related to a Contract;
"Supplier"	the person, firm or company identified in the DPS Appointment Form;
"Supplier Assets"	all assets and rights used by the Supplier to provide the Deliverables in accordance with the Order Contract but excluding the Buyer Assets;
"Supplier Authorised Representative"	the representative appointed by the Supplier named in the DPS Appointment Form, or later defined in an Order Contract;
"Supplier's Confidential Information"	a) any information, however it is conveyed, that relates to the business, affairs, developments, IPR of the Supplier (including the Supplier Existing IPR) trade secrets, Know-How, and/or personnel of the Supplier; b) any other information clearly designated as being confidential (whether or not it is marked as "confidential") or which ought reasonably to be considered to be confidential and which comes (or has come) to the Supplier's attention or into the Supplier's possession in connection with a Contract; Information derived from any of (a) and (b) above;

Joint Schedule 1 (Definitions)

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"Supplier's Contract Manager"	the person identified in the Order Form appointed by the Supplier to oversee the operation of the Order Contract and any alternative person whom the Supplier intends to appoint to the role, provided that the Supplier informs the Buyer prior to the appointment;
"Supplier Equipment"	a) the Supplier's hardware, computer and telecoms devices, equipment, plant, materials and such other items supplied and used by the Supplier (but not hired, leased or loaned from the Buyer) in the performance of its obligations under this Order Contract;
"Supplier Non-Performance"	where the Supplier has failed to: a) Achieve a Milestone by its Milestone Date; b) provide the Goods and/or Services in accordance with the Service Levels ; and/or comply with an obligation under a Contract;
"Supplier Profit"	in relation to a period, the difference between the total Charges (in nominal cash flow terms but excluding any Deductions and total Costs (in nominal cash flow terms) in respect of an Order Contract for the relevant period;
"Supplier Profit Margin"	a) in relation to a period or a Milestone (as the context requires), the Supplier Profit for the relevant period or in relation to the relevant Milestone divided by the total Charges over the same period or in relation to the relevant Milestone and expressed as a percentage;
"Supplier Staff"	all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any Subcontractor engaged in the performance of the Supplier's obligations under a Contract;
"Supply Chain Information Report Template"	the document at Annex 1 of Joint Schedule 12 (Supply Chain Visibility);
"Supporting Documentation"	sufficient information in writing to enable the Buyer to reasonably assess whether the Charges, Reimbursable Expenses and other sums due from the Buyer under the Order Contract detailed in the information are properly payable;
"Termination Notice"	a written notice of termination given by one Party to the other, notifying the Party receiving the notice of the intention of the Party giving the notice to terminate a Contract on a specified date and setting out the grounds for termination;
"Test Issue"	any variance or non-conformity of the Deliverables or Deliverables from their requirements as set out in an Order Contract;

Joint Schedule 1 (Definitions)

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"Test Plan"	a plan: a) for the Testing of the Deliverables; and setting out other agreed criteria related to the achievement of Milestones;
"Tests and Testing"	any tests required to be carried out pursuant to an Order Contract as set out in the Test Plan or elsewhere in an Order Contract and "Tested" shall be construed accordingly;
"Third Party IPR"	a) Intellectual Property Rights owned by a third party which is or will be used by the Supplier for the purpose of providing the Deliverables;
"Transferring Supplier Employees"	those employees of the Supplier and/or the Supplier's Subcontractors to whom the Employment Regulations will apply on the Service Transfer Date;
"Transparency Information"	the Transparency Reports and the content of a Contract, including any changes to this Contract agreed from time to time, except for – (i) any information which is exempt from disclosure in accordance with the provisions of the FOIA, which shall be determined by the Relevant Authority; and (ii) Commercially Sensitive Information;
"Transparency Reports"	the information relating to the Deliverables and performance of the Contracts which the Supplier is required to provide to the Buyer in accordance with the reporting requirements in Order Schedule 1 (Transparency Reports);
"Variation"	has the meaning given to it in Clause 24 (Changing the contract);
"Variation Form"	the form set out in Joint Schedule 2 (Variation Form);
"Variation Procedure"	the procedure set out in Clause 24 (Changing the contract);
"VAT"	value added tax in accordance with the provisions of the Value Added Tax Act 1994;
"VCSE"	a non-governmental organisation that is value-driven and which principally reinvests its surpluses to further social, environmental or cultural objectives;
"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) applies in respect of the Deliverables; and

Joint Schedule 1 (Definitions)
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"Working Day"	any day other than a Saturday or Sunday or public holiday in England and Wales unless specified otherwise by the Parties in the Order Form.
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Joint Schedule 2 (Variation Form)

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Joint Schedule 2 (Variation Form)

This form is to be used in order to change a contract in accordance with Clause 24 (Changing the Contract)

Contract Details		
This variation is between:	[delete] as applicable: CCS / Buyer] ("CCS" "the Buyer") And [insert] name of Supplier] ("the Supplier")	
Contract name:	[insert] name of contract to be changed] ("the Contract")	
Contract reference number:	[insert] contract reference number]	
Details of Proposed Variation		
Variation initiated by:	[delete] as applicable: CCS/Buyer/Supplier]	
Variation number:	[insert] variation number]	
Date variation is raised:	[insert] date]	
Proposed variation		
Reason for the variation:	[insert] reason]	
An Impact Assessment shall be provided within:	[insert] number] days	
Impact of Variation		
Likely impact of the proposed variation:	[Supplier to insert] assessment of impact]	
Outcome of Variation		
Contract variation:	This Contract detailed above is varied as follows: [CCS/Buyer to insert] original Clauses or Paragraphs to be varied and the changed clause]	
Financial variation:	Original Contract Value:	£ [insert] amount]
	Additional cost due to variation:	£ [insert] amount]
	New Contract value:	£ [insert] amount]

1. This Variation must be agreed and signed by both Parties to the Contract and shall only be effective from the date it is signed by [delete] as applicable: CCS / Buyer]
2. Words and expressions in this Variation shall have the meanings given to them in the Contract.
3. The Contract, including any previous Variations, shall remain effective and unaltered except as amended by this Variation.

Joint Schedule 2 (Variation Form)
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Signed by an authorised signatory for and on behalf of the **[delete]** as applicable: CCS / Buyer]

Signature

Date

Name (in Capitals)

Address

Signed by an authorised signatory to sign for and on behalf of the Supplier

Signature

Date

Name (in Capitals)

Address

Joint Schedule 3 (Insurance Requirements)
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Joint Schedule 3 (Insurance Requirements)

1. The insurance you need to have

1.1 The Supplier shall take out and maintain, or procure the taking out and maintenance of the insurances as set out in the Annex to this Schedule, any additional insurances required under an Order Contract (specified in the applicable Order Form) ("**Additional Insurances**") and any other insurances as may be required by applicable Law (together the "**Insurances**"). The Supplier shall ensure that each of the Insurances is effective no later than:

- 1.1.1 the DPS Start Date in respect of those Insurances set out in the Annex to this Schedule and those required by applicable Law; and
- 1.1.2 the Order Contract Effective Date in respect of the Additional Insurances.

1.2 The Insurances shall be:

- 1.2.1 maintained in accordance with Good Industry Practice;
- 1.2.2 (so far as is reasonably practicable) on terms no less favourable than those generally available to a prudent contractor in respect of risks insured in the international insurance market from time to time;
- 1.2.3 taken out and maintained with insurers of good financial standing and good repute in the international insurance market; and
- 1.2.4 maintained for at least six (6) years after the End Date.

1.3 The Supplier shall ensure that the public and products liability policy contain an indemnity to principals clause under which the Relevant Authority shall be indemnified in respect of claims made against the Relevant Authority in respect of death or bodily injury or third party property damage arising out of or in connection with the Deliverables and for which the Supplier is legally liable.

2. How to manage the insurance

2.1 Without limiting the other provisions of this Contract, the Supplier shall:

- 2.1.1 take or procure the taking of all reasonable risk management and risk control measures in relation to Deliverables as it would be reasonable to expect of a prudent contractor acting in accordance with Good Industry Practice, including the investigation and reports of relevant claims to insurers;
- 2.1.2 promptly notify the insurers in writing of any relevant material fact under any Insurances of which the Supplier is or becomes aware; and
- 2.1.3 hold all policies in respect of the Insurances and cause any insurance broker effecting the Insurances to hold any insurance slips and other

Joint Schedule 3 (Insurance Requirements)

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evidence of placing cover representing any of the Insurances to which it is a party.

3. What happens if you aren't insured

3.1 The Supplier shall not take any action or fail to take any action or (insofar as is reasonably within its power) permit anything to occur in relation to it which would entitle any insurer to refuse to pay any claim under any of the Insurances.

3.2 Where the Supplier has failed to purchase or maintain any of the Insurances in full force and effect, the Relevant Authority may elect (but shall not be obliged) following written notice, and the opportunity to cure, to the Supplier to purchase the relevant Insurances and recover the reasonable premium and other reasonable costs incurred in connection therewith as a debt due from the Supplier.

4. Evidence of insurance you must provide

4.1 The Supplier shall upon the Start Date and within 15 Working Days after the renewal of each of the Insurances, provide evidence, via certificates of insurance that the Insurances are in force and effect and meet in full the requirements of this Schedule.

5. Making sure you are insured to the required amount

5.1 The Supplier shall ensure that any Insurances which are stated to have a minimum limit "in the aggregate" are maintained at all times for the minimum limit of indemnity specified in this Contract.

6. Cancelled Insurance

6.1 The Supplier shall notify the Relevant Authority in writing at least ten (10) Working Days prior to the cancellation, suspension, termination or nonrenewal of any of the Insurances.

6.2 The Supplier shall ensure that nothing is done which would entitle the relevant insurer to cancel, rescind or suspend any insurance or cover, or to treat any insurance, cover or claim as voided in whole or part. The Supplier shall use all reasonable endeavours to notify the Relevant Authority (subject to third party confidentiality obligations) as soon as practicable when it becomes aware of any relevant fact, circumstance or matter which has caused, or is reasonably likely to provide grounds to, the relevant insurer to give notice to cancel, rescind, suspend or void any insurance, or any cover or claim under any insurance in whole or in part.

7. Insurance claims

7.1 The Supplier shall promptly notify to insurers any matter arising from, or in relation to, the Deliverables, or each Contract for which it may be entitled to claim under any of the Insurances. In the event that the Relevant Authority receives a bodily injury, death or tangible property claim relating to or arising

Joint Schedule 3 (Insurance Requirements)

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out of a Contract or the Deliverables, the Supplier shall co-operate with the Relevant Authority and assist it in dealing with such claims including without limitation providing information and documentation in a timely manner.

- 7.2 Except where the Relevant Authority is the claimant party, the Supplier shall give the Relevant Authority notice within twenty (20) Working Days after any insurance, bodily injury, death or tangible property claim in excess of 10% of the sum required to be insured pursuant to Paragraph 5.1 relating to or arising out of the provision of the Deliverables or this Contract on any of the Insurances or which, but for the application of the applicable policy excess, would be made on any of the Insurances and (if required by the Relevant Authority) full details of the incident giving rise to the claim.
- 7.3 Where any Insurance requires payment of a premium, the Supplier shall be liable for and shall promptly pay such premium.
- 7.4 Where any Insurance is subject to an excess or deductible below which the indemnity from insurers is excluded, the Supplier shall be liable for such excess or deductible. The Supplier shall not be entitled to recover from the Relevant Authority any sum paid by way of excess or deductible under the Insurances whether under the terms of this Contract or otherwise.

Joint Schedule 3 (Insurance Requirements)

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ANNEX: REQUIRED INSURANCES

- 1.** The Supplier shall hold the following [standard] insurance cover from the DPS Start Date in accordance with this Schedule:
 - 1.1** professional indemnity insurance with cover (for a single event or a series of related events and in the aggregate) of not less than the USD equivalent of one million pounds (£1,000,000);
 - 1.2** public liability insurance with cover (for a single event or a series of related events and in the aggregate) of not less than one million pounds (£1,000,000); and
 - 1.3** employers' liability insurance with cover (for a single event or a series of related events and in the aggregate) of not less than five million pounds (£5,000,000).

Joint Schedule 4 (Commercially Sensitive Information)

1. What is the Commercially Sensitive Information?

- 1.1 In this Schedule the Parties have sought to identify the Supplier's Confidential Information that is genuinely commercially sensitive and the disclosure of which would be the subject of an exemption under the FOIA and the EIRs.
- 1.2 Where possible, the Parties have sought to identify when any relevant Information will cease to fall into the category of Information to which this Schedule applies in the table below and in the Order Form (which shall be deemed incorporated into the table below).
- 1.3 Without prejudice to the Relevant Authority's obligation to disclose Information in accordance with FOIA or Clause 16 (When you can share information), the Relevant Authority will, in its sole discretion, acting reasonably, seek to apply the relevant exemption set out in the FOIA to the following Information:

No.	Date	Item(s)	Duration of Confidentiality
	N/A	N/A	N/A

Joint Schedule 5 (Corporate Social Responsibility)

1. What we expect from our Suppliers

- 1.1 In September 2017, HM Government published a Supplier Code of Conduct setting out the standards and behaviours expected of suppliers who work with government.
(https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/646497/2017-09-13_Official_Sensitive_Supplier_Code_of_Conduct_September_2017.pdf)
- 1.2 CCS expects its suppliers and subcontractors to meet the standards set out in that Code. In addition, CCS expects its suppliers and subcontractors to comply with the standards set out in this Schedule.
- 1.3 The Supplier acknowledges that the Buyer may have additional requirements in relation to corporate social responsibility. The Buyer expects that the Supplier and its Subcontractors will comply with such corporate social responsibility requirements as the Buyer may notify to the Supplier from time to time.

2. Equality and Accessibility

- 2.1 In addition to legal obligations, the Supplier shall support CCS and the Buyer in fulfilling its Public Sector Equality duty under S149 of the Equality Act 2010 by ensuring that it fulfils its obligations under each Contract in a way that seeks to:
 - 2.1.1 eliminate discrimination, harassment or victimisation of any kind; and
 - 2.1.2 advance equality of opportunity and good relations between those with a protected characteristic (age, disability, gender reassignment, pregnancy and maternity, race, religion or belief, sex, sexual orientation, and marriage and civil partnership) and those who do not share it.

3. Modern Slavery, Child Labour and Inhumane Treatment

"Modern Slavery Helpline" means the mechanism for reporting suspicion, seeking help or advice and information on the subject of modern slavery available online at <https://www.modernslaveryhelpline.org/report> or by telephone on 08000 121 700.

3.1 The Supplier:

- 3.1.1 shall not use, nor allow its Subcontractors to use forced, bonded or involuntary prison labour;
- 3.1.2 shall not require any Supplier Staff or Subcontractor Staff to lodge deposits or identify papers with the Employer and shall be free to leave their employer after reasonable notice;

Joint Schedule 5 (Corporate Social Responsibility) Crown
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- 3.1.3 warrants and represents that it has not been convicted of any slavery or human trafficking offences anywhere around the world.
- 3.1.4 warrants that to the best of its knowledge it is not currently under investigation, inquiry or enforcement proceedings in relation to any allegation of slavery or human trafficking offences anywhere around the world.
- 3.1.5 shall make reasonable enquires to ensure that its officers, employees and Subcontractors have not been convicted of slavery or human trafficking offences anywhere around the world.
- 3.1.6 shall have and maintain throughout the term of each Contract its own policies and procedures to ensure its compliance with the Modern Slavery Act and include in its contracts with its Subcontractors anti-slavery and human trafficking provisions;
- 3.1.7 shall implement due diligence procedures to ensure that there is no slavery or human trafficking in any part of its supply chain performing obligations under a Contract;
- 3.1.8 shall prepare and deliver to CCS, an annual slavery and human trafficking report setting out the steps it has taken to ensure that slavery and human trafficking is not taking place in any of its supply chains or in any part of its business with its annual certification of compliance with Paragraph 3;
- 3.1.9 shall not use, nor allow its employees or Subcontractors to use physical abuse or discipline, the threat of physical abuse, sexual or other harassment and verbal abuse or other forms of intimidation of its employees or Subcontractors;
- 3.1.10 shall not use or allow child or slave labour to be used by its Subcontractors;
- 3.1.11 shall report the discovery or suspicion of any slavery or trafficking by it or its Subcontractors to CCS, the Buyer and Modern Slavery Helpline.

4. Income Security

4.1 The Supplier shall:

- 4.1.1 ensure that all wages and benefits paid for a standard working week meet, at a minimum, national legal standards in the country of employment;
- 4.1.2 ensure that all Supplier Staff are provided with written and understandable Information about their employment conditions in respect of wages before they enter;
- 4.1.3 ensure that all workers are provided with written and understandable Information about their employment conditions in respect of wages before they enter employment and about

Joint Schedule 5 (Corporate Social Responsibility) Crown
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the particulars of their wages for the pay period concerned each time that they are paid;

4.1.4 not make deductions from wages:

- (a) as a disciplinary measure
- (b) except where permitted by law; or
- (c) without expressed permission of the worker concerned;

4.1.5 record all disciplinary measures taken against Supplier Staff; and

4.1.6 ensure that Supplier Staff are engaged under a recognised employment relationship established through national law and practice.

5. Working Hours

5.1 The Supplier shall:

5.1.1 ensure that the working hours of Supplier Staff comply with national laws, and any collective agreements;

5.1.2 ensure that the working hours of Supplier Staff, excluding overtime, shall be defined by contract, and shall not exceed 48 hours per week unless the individual has agreed in writing;

5.1.3 ensure that use of overtime is used responsibly, taking into account:

- (a) the extent;
- (b) frequency; and
- (c) hours worked;

by individuals and by the Supplier Staff as a whole;

5.2 The total hours worked in any seven day period shall not exceed 60 hours, except where covered by Paragraph 5.3 below.

5.3 Working hours may exceed 60 hours in any seven day period only in exceptional circumstances where all of the following are met:

5.3.1 this is allowed by national law;

5.3.2 this is allowed by a collective agreement freely negotiated with a workers' organisation representing a significant portion of the workforce;

5.3.3 appropriate safeguards are taken to protect the workers' health and safety; and

5.3.4 the employer can demonstrate that exceptional circumstances apply such as unexpected production peaks, accidents or emergencies.

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- 5.4 All Supplier Staff shall be provided with at least one (1) day off in every seven (7) day period or, where allowed by national law, two (2) days off in every fourteen (14) day period.

6. Sustainability

- 6.1 The supplier shall meet the applicable Government Buying Standards applicable to Deliverables which can be found online at:

<https://www.gov.uk/government/collections/sustainable-procurement-thegovernment-buying-standards-gbs>

Joint Schedule 6 (Key Subcontractors)

1. Restrictions on certain subcontractors

- 1.1 The Supplier is entitled to sub-contract its obligations under the DPS Contract to the Key Subcontractors identified on the Platform.
- 1.2 The Supplier is entitled to sub-contract its obligations under an Order Contract to Key Subcontractors listed on the Platform who are specifically nominated in the Order Form.
- 1.3 Where during the Contract Period the Supplier wishes to enter into a new Key Sub-contract or replace a Key Subcontractor, it must obtain the prior written consent of CCS and the Buyer and the Supplier shall, at the time of requesting such consent, provide CCS and the Buyer with the information detailed in Paragraph 1.4. The decision of CCS and the Buyer to consent or not will not be unreasonably withheld or delayed. Where CCS consents to the appointment of a new Key Subcontractor then they will be added to the Platform. Where the Buyer consents to the appointment of a new Key Subcontractor then they will be added to the Key Subcontractor section of the Order Form. CCS and the Buyer may reasonably withhold their consent to the appointment of a Key Subcontractor if it considers that:
 - 1.3.1 the appointment of a proposed Key Subcontractor may prejudice the provision of the Deliverables or may be contrary to its interests;
 - 1.3.2 the proposed Key Subcontractor is unreliable and/or has not provided reliable goods and or reasonable services to its other customers; and/or
 - 1.3.3 the proposed Key Subcontractor employs unfit persons.
- 1.4 The Supplier shall provide CCS and the Buyer with the following information in respect of the proposed Key Subcontractor:
 - 1.4.1 the proposed Key Subcontractor's name, registered office and company registration number;
 - 1.4.2 the scope/description of any Deliverables to be provided by the proposed Key Subcontractor;
 - 1.4.3 where the proposed Key Subcontractor is an Affiliate of the Supplier, evidence that demonstrates to the reasonable satisfaction of the CCS and the Buyer that the proposed Key Sub-Contract has been agreed on "arm's-length" terms;
 - 1.4.4 for CCS, the Key Sub-Contract price expressed as a percentage of the total projected DPS Price over the DPS Contract Period;
 - 1.4.5 for the Buyer, the Key Sub-Contract price expressed as a percentage of the total projected Charges over the Order Contract Period; and
 - 1.4.6 (where applicable) Credit Rating Threshold (as defined in Joint Schedule 7 (Financial Distress)) of the Key Subcontractor.

Project Version: v1.0

1

Model Version: v1.1

Joint Schedule 6 (Key Subcontractors)

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- 1.5 If requested by CCS and/or the Buyer, within ten (10) Working Days of receipt of the information provided by the Supplier pursuant to Paragraph 1.4, the Supplier shall also provide:
 - 1.5.1 a copy of the proposed Key Sub-Contract; and
 - 1.5.2 any further information reasonably requested by CCS and/or the Buyer.
- 1.6 The Supplier shall ensure that each new or replacement Key Sub-Contract shall include:
 - 1.6.1 provisions which will enable the Supplier to discharge its obligations under the Contracts;
 - 1.6.2 a right under CRTPA for CCS and the Buyer to enforce any provisions under the Key Sub-Contract which confer a benefit upon CCS and the Buyer respectively;
 - 1.6.3 a provision enabling CCS and the Buyer to enforce the Key Sub-Contract as if it were the Supplier;
 - 1.6.4 a provision enabling the Supplier to assign, novate or otherwise transfer any of its rights and/or obligations under the Key Sub-Contract to CCS and/or the Buyer;
 - 1.6.5 obligations no less onerous on the Key Subcontractor than those imposed on the Supplier under the DPS Contract in respect of:
 - (a) the data protection requirements set out in Clause 14 (Data protection);
 - (b) the FOIA and other access request requirements set out in Clause 16 (When you can share information);
 - (c) the obligation not to embarrass CCS or the Buyer or otherwise bring CCS or the Buyer into disrepute;
 - (d) the keeping of records in respect of the goods and/or services being provided under the Key Sub-Contract, including the maintenance of Open Book Data; and
 - (e) the conduct of audits set out in Clause 6 (Record keeping and reporting);
 - 1.6.6 provisions enabling the Supplier to terminate the Key Sub-Contract on notice on terms no more onerous on the Supplier than those imposed on CCS and the Buyer under Clauses 10.4 (When CCS or the Buyer can end this contract) and 10.5 (What happens if the contract ends) of this Contract; and
 - 1.6.7 a provision restricting the ability of the Key Subcontractor to sub-contract all or any part of the provision of the Deliverables provided to the Supplier under the Key Sub-Contract without first seeking the written consent of CCS and the Buyer.

Joint Schedule 10 (Rectification Plan)

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Joint Schedule 10 (Rectification Plan)

Request for [Revised] Rectification Plan			
Details of the Default:	[Guidance: Explain the Default, with clear schedule and clause references as appropriate]		
Deadline for receiving the [Revised] Rectification Plan:	[add] date (minimum 10 days from request)]		
Signed by [CCS/Buyer] :		Date:	
Supplier [Revised] Rectification Plan			
Cause of the Default	[add] cause]		
Anticipated impact assessment:	[add] impact]		
Actual effect of Default:	[add] effect]		
Steps to be taken to rectification:	Steps	Timescale	
	1.	[date]	
	2.	[date]	
	3.	[date]	
	4.	[date]	
	[...]	[date]	
Timescale for complete Rectification of Default	[X] Working Days		
Steps taken to prevent recurrence of Default	Steps	Timescale	
	1.	[date]	
	2.	[date]	
	3.	[date]	
	4.	[date]	
	[...]	[date]	

Joint Schedule 10 (Rectification Plan)

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Signed by the Supplier:		Date:	
Review of Rectification Plan [CCS/Buyer]			
Outcome of review	[Plan Accepted] [Plan Rejected] [Revised Plan Requested]		
Reasons for Rejection (if applicable)	[add reasons]		
Signed by [CCS/Buyer]		Date:	

Joint Schedule 11 (Processing Data)

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Joint Schedule 11 (Processing Data)

Definitions

1. In this Schedule, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

“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 a Contract;

Status of the Controller

2. 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 a Contract dictates the status of each party under the DPA 2018. A Party may act as:

- (a) “Controller” in respect of the other Party who is “Processor”;
- (b) “Processor” in respect of the other Party who is “Controller”;
- (c) “Joint Controller” with the other Party;
- (d) “Independent Controller” of the Personal Data where the other Party is also “Controller”,

in respect of certain Personal Data under a Contract and shall specify in Annex 1 (*Processing Personal Data*) which scenario they think shall apply in each situation.

Where one Party is Controller and the other Party its Processor

3. Where a Party is a Processor, the only Processing that it is authorised to do is listed in Annex 1 (*Processing Personal Data*) by the Controller.
4. The Processor shall notify the Controller immediately if it considers that any of the Controller’s instructions infringe the Data Protection Legislation.
5. The Processor shall provide all reasonable assistance to the Controller in the preparation of any Data Protection Impact Assessment prior to commencing any Processing. Such assistance may, at the discretion of the Controller, include:
 - (a) a systematic description of the envisaged Processing and the purpose of the Processing;
 - (b) an assessment of the necessity and proportionality of the Processing in relation to the Deliverables;

Joint Schedule 11 (Processing Data)

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- (c) an assessment of the risks to the rights and freedoms of Data Subjects; and
 - (d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
6. The Processor shall, in relation to any Personal Data Processed in connection with its obligations under the Contract:
- (a) Process that Personal Data only in accordance with Annex 1 (*Processing Personal Data*), unless the Processor is required to do otherwise by Law. If it is so required the Processor shall notify the Controller before Processing the Personal Data unless prohibited by Law;
 - (b) ensure that it has in place Protective Measures, including in the case of the Supplier the measures set out in Clause 14.3 of the Core Terms, which the Controller may reasonably reject (but failure to reject shall not amount to approval by the Controller of the adequacy of the Protective Measures) having taken account of the:
 - (i) nature of the data to be protected;
 - (ii) harm that might result from a Personal Data Breach;
 - (iii) state of technological development; and
 - (iv) cost of implementing any measures;
 - (c) ensure that :
 - (i) the Processor Personnel do not Process Personal Data except in accordance with the Contract (and in particular Annex 1 (*Processing Personal Data*));
 - (ii) it takes all reasonable steps to ensure the reliability and integrity of any Processor Personnel who have access to the Personal Data and ensure that they:
 - (A) are aware of and comply with the Processor's duties under this Joint Schedule 11, Clauses 14 (*Data protection*), 15 (*What you must keep confidential*) and 16 (*When you can share information*);
 - (B) are subject to appropriate confidentiality undertakings with the Processor or any Subprocessor;
 - (C) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Controller or as otherwise permitted by the Contract; and
 - (D) have undergone adequate training in the use, care, protection and handling of Personal Data;
 - (d) not transfer Personal Data outside of the UK or EU unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:

Joint Schedule 11 (Processing Data)

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- (i) the Controller or the Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with UK GDPR Article 46 or LED Article 37) as determined by the Controller;
 - (ii) the Data Subject has enforceable rights and effective legal remedies;
 - (iii) the Processor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Controller in meeting its obligations); and
 - (iv) the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the Processing of the Personal Data; and
 - (e) 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.
7. Subject to paragraph 7 of this Joint Schedule 11, the Processor shall notify the Controller immediately if in relation to it Processing Personal Data under or in connection with the Contract it:
- (a) receives a Data Subject Access Request (or purported Data Subject Access Request);
 - (b) receives a request to rectify, block or erase any Personal Data;
 - (c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
 - (d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data Processed under the Contract;
 - (e) receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
 - (f) becomes aware of a Personal Data Breach.
8. The Processor's obligation to notify under paragraph 6 of this Joint Schedule 11 shall include the provision of further information to the Controller, as details become available.
9. Taking into account the nature of the Processing, the Processor shall provide the Controller with assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under paragraph 6 of this Joint Schedule 11 (and insofar as possible within the timescales reasonably required by the Controller) including by immediately providing:

Joint Schedule 11 (Processing Data)

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- (a) the Controller with full details and copies of the complaint, communication or request;
 - (b) such assistance as is reasonably requested by the Controller to enable it to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;
 - (c) the Controller, at its request, with any Personal Data it holds in relation to a Data Subject;
 - (d) assistance as requested by the Controller following any Personal Data Breach; and/or
 - (e) assistance as requested by the Controller with respect to any request from the Information Commissioner's Office, or any consultation by the Controller with the Information Commissioner's Office.
10. The Processor shall maintain complete and accurate records and information to demonstrate its compliance with this Joint Schedule 11. This requirement does not apply where the Processor employs fewer than 250 staff, unless:
 - (a) the Controller determines that the Processing is not occasional;
 - (b) the Controller determines the Processing 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
 - (c) the Controller determines that the Processing is likely to result in a risk to the rights and freedoms of Data Subjects.
11. The Processor shall allow for audits of its Data Processing activity by the Controller or the Controller's designated auditor.
12. The Parties shall designate a Data Protection Officer if required by the Data Protection Legislation.
13. Before allowing any Subprocessor to Process any Personal Data related to the Contract, the Processor must:
 - (a) notify the Controller in writing of the intended Subprocessor and Processing;
 - (b) obtain the written consent of the Controller;
 - (c) enter into a written agreement with the Subprocessor which give effect to the terms set out in this Joint Schedule 11 such that they apply to the Subprocessor; and
 - (d) provide the Controller with such information regarding the Subprocessor as the Controller may reasonably require.
14. The Processor shall remain fully liable for all acts or omissions of any of its Subprocessors.
15. The Relevant Authority may, at any time on not less than thirty (30) Working Days' notice, revise this Joint Schedule 11 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an

Joint Schedule 11 (Processing Data)

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applicable certification scheme (which shall apply when incorporated by attachment to the Contract).

16. The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Relevant Authority may on not less than thirty (30) Working Days' notice to the Supplier amend the Contract to ensure that it complies with any guidance issued by the Information Commissioner's Office.

Where the Parties are Joint Controllers of Personal Data

17. Not Used

Independent Controllers of Personal Data

18. With respect to Personal Data provided by one Party to another Party for which each Party acts as Controller but which is not under the Joint Control of the Parties, each Party undertakes to comply with the applicable Data Protection Legislation in respect of their Processing of such Personal Data as Controller.
19. Each Party shall Process the Personal Data in compliance with its obligations under the Data Protection Legislation and not do anything to cause the other Party to be in breach of it.
20. Where a Party has provided Personal Data to the other Party in accordance with paragraph 8 of this Joint Schedule 11 above, the recipient of the Personal Data will provide all such relevant documents and information relating to its data protection policies and procedures as the other Party may reasonably require.
21. The Parties shall be responsible for their own compliance with Articles 13 and 14 UK GDPR in respect of the Processing of Personal Data for the purposes of the Contract.
22. The Parties shall only provide Personal Data to each other:
 - (a) to the extent necessary to perform their respective obligations under the Contract;
 - (b) in compliance with the Data Protection Legislation (including by ensuring all required data privacy information has been given to affected Data Subjects to meet the requirements of Articles 13 and 14 of the UK GDPR); and
 - (c) where it has recorded it in Annex 1 (*Processing Personal Data*).
23. Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, each Party shall, with respect to its Processing of Personal Data as Independent Controller, implement and maintain appropriate technical and organisational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1)(a), (b), (c) and (d) of the UK GDPR, and the measures shall, at a minimum, comply with the

Joint Schedule 11 (Processing Data)

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requirements of the Data Protection Legislation, including Article 32 of the UK GDPR.

24. A Party Processing Personal Data for the purposes of the Contract shall maintain a record of its Processing activities in accordance with Article 30 UK GDPR and shall make the record available to the other Party upon reasonable request.
25. Where a Party receives a request by any Data Subject to exercise any of their rights under the Data Protection Legislation in relation to the Personal Data provided to it by the other Party pursuant to the Contract (**“Request Recipient”**):
 - (a) the other Party shall provide any information and/or assistance as reasonably requested by the Request Recipient to help it respond to the request or correspondence, at the cost of the Request Recipient; or
 - (b) where the request or correspondence is directed to the other Party and/or relates to that other Party's Processing of the Personal Data, the Request Recipient will:
 - (i) promptly, and in any event within five (5) Working Days of receipt of the request or correspondence, inform the other Party that it has received the same and shall forward such request or correspondence to the other Party; and
 - (ii) provide any information and/or assistance as reasonably requested by the other Party to help it respond to the request or correspondence in the timeframes specified by Data Protection Legislation.
26. Each Party shall promptly notify the other Party upon it becoming aware of any Personal Data Breach relating to Personal Data provided by the other Party pursuant to the Contract and shall:
 - (a) do all such things as reasonably necessary to assist the other Party in mitigating the effects of the Personal Data Breach;
 - (b) implement any measures necessary to restore the security of any compromised Personal Data;
 - (c) work with the other Party to make any required notifications to the Information Commissioner's Office and affected Data Subjects in accordance with the Data Protection Legislation (including the timeframes set out therein); and
 - (d) not do anything which may damage the reputation of the other Party or that Party's relationship with the relevant Data Subjects, save as required by Law.

Joint Schedule 11 (Processing Data)

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27. Personal Data provided by one Party to the other Party may be used exclusively to exercise rights and obligations under the Contract as specified in Annex 1 (*Processing Personal Data*).
28. Personal Data shall not be retained or processed for longer than is necessary to perform each Party's respective obligations under the Contract which is specified in Annex 1 (*Processing Personal Data*).
29. Notwithstanding the general application of paragraphs 2 to 16 of this Joint Schedule 11 to Personal Data, where the Supplier is required to exercise its regulatory and/or legal obligations in respect of Personal Data, it shall act as an Independent Controller of Personal Data in accordance with paragraphs 18 to 27 of this Joint Schedule 11.

Joint Schedule 11 (Processing Data)

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Annex 1 - Processing Personal Data

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

- 1.1 The contact details of the Relevant Authority's Data Protection Officer are: Gaile Walters (dpo@sportengland.org).
- 1.2 The contact details of the Supplier's Data Protection Officer are: Liz Tubb (liz.tubb@unlimitedgroup.com).
- 1.3 The Processor shall comply with any further written instructions with respect to Processing by the Controller.
- 1.4 Any such further instructions shall be incorporated into this Annex.

Description	Details
Identity of Controller for each Category of Personal Data	The Relevant Authority is Controller and the Supplier is Processor The Parties acknowledge that in accordance with paragraph 2 to paragraph 15 and for the purposes of the Data Protection Legislation, the Relevant Authority is the Controller and the Supplier is the Processor of the following Personal Data: - Members of the Public Data, Other Government Representatives Data The Parties are Independent Controllers of Personal Data The Parties acknowledge that they are Independent Controllers for the purposes of the Data Protection Legislation in respect of: - Business contact details of Supplier Personnel for which the Supplier is the Controller; and - Business contact details of any directors, officers, employees, agents, consultants and contractors of Relevant Authority (excluding the Supplier Personnel) engaged in the performance of the Relevant Authority's duties under the Contract) for which the Relevant Authority is the Controller.
Duration of the Processing	The duration of the Processing of the Controller Personal Data is set out in the Principal Agreement and this Addendum and shall not exceed the end of the Term by more than 60 days. Controller personal data to be deleted within 60 days of the end of the Principal Agreement.
Nature and purposes of the Processing	The nature of the Processing is to collect, record, store, combine, edit and delete the Personal Data. The purpose of the Processing is to enable the Processor to carry out the services under the Principal Agreement; specifically for the for the collection and evaluation of quantitative brand tracking with women, to evaluate the impact of This Girl Can on women, and

Joint Schedule 11 (Processing Data)

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	quantitative tracking of people who are working in the sector, looking at the impact of Sport England's campaigns.		
Categories of Data Subject	Sport England Employees	Members of the Public	Other Government Representatives
Type of Personal Data	First name, last name, contact details, email address, phone numbers	Age, gender, nationality, racial or ethnic origin, religion/religious beliefs, disability	Age, gender, racial or ethnic origin
Plan for return and destruction of the data once the Processing is complete UNLESS requirement under Union or Member State law to preserve that type of data	Controller personal data to be deleted within 60 days of the end of the Principal Agreement.		

Joint Schedule 12 (Supply Chain Visibility)

1. Definitions

1.1 In this Schedule, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

"Contracts Finder"	the Government's publishing portal for public sector procurement opportunities;
"SME"	an enterprise falling within the category of micro, small and medium sized enterprises defined by the Commission Recommendation of 6 May 2003 concerning the definition of micro, small and medium sized enterprises;
"Supply Chain Information Report Template"	the document at Annex 1 of this Schedule 12; and
"VCSE"	a non-governmental organisation that is value-driven and which principally reinvests its surpluses to further social, environmental or cultural objectives.

2. Visibility of Sub-Contract Opportunities in the Supply Chain

- 2.1 The Supplier shall:
 - 2.1.1 subject to Paragraph 2.3, advertise on Contracts Finder all Sub-Contract opportunities arising from or in connection with the provision of the Deliverables above a minimum threshold of £25,000 that arise during the Contract Period;
 - 2.1.2 within 90 days of awarding a Sub-Contract to a Subcontractor, update the notice on Contract Finder with details of the successful Subcontractor;
 - 2.1.3 monitor the number, type and value of the Sub-Contract opportunities placed on Contracts Finder advertised and awarded in its supply chain during the Contract Period;
 - 2.1.4 provide reports on the information at Paragraph 2.1.3 to the Relevant Authority in the format and frequency as reasonably specified by the Relevant Authority; and
 - 2.1.5 promote Contracts Finder to its suppliers and encourage those organisations to register on Contracts Finder.

Joint Schedule 12 (Supply Chain Visibility)
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- 2.2 Each advert referred to at Paragraph 2.1.1 of this Schedule 12 shall provide a full and detailed description of the Sub-Contract opportunity with each of the mandatory fields being completed on Contracts Finder by the Supplier.
- 2.3 The obligation on the Supplier set out at Paragraph 2.1 shall only apply in respect of Sub-Contract opportunities arising after the Effective Date.
- 2.4 Notwithstanding Paragraph 2.1, the Authority may by giving its prior Approval, agree that a Sub-Contract opportunity is not required to be advertised by the Supplier on Contracts Finder.

3. Visibility of Supply Chain Spend

- 3.1 In addition to any other management information requirements set out in the Contract, the Supplier agrees and acknowledges that it shall, at no charge, provide timely, full, accurate and complete SME management information reports (the “SME Management Information Reports”) to the Relevant Authority which incorporates the data described in the Supply Chain Information Report Template which is:
 - (a) the total contract revenue received directly on the Contract;
 - (b) the total value of sub-contracted revenues under the Contract
(including revenues for non-SMEs/non-VCSEs); and
 - (c) the total value of sub-contracted revenues to SMEs and VCSEs.
- 3.2 The SME Management Information Reports shall be provided by the Supplier in the correct format as required by the Supply Chain Information Report Template and any guidance issued by the Relevant Authority from time to time. The Supplier agrees that it shall use the Supply Chain Information Report Template to provide the information detailed at Paragraph 3.1(a) –(c) and acknowledges that the template may be changed from time to time (including the data required and/or format) by the Relevant Authority issuing a replacement version. The Relevant Authority agrees to give at least thirty (30) days’ notice in writing of any such change and shall specify the date from which it must be used.
- 3.3 The Supplier further agrees and acknowledges that it may not make any amendment to the Supply Chain Information Report Template without the prior Approval of the Authority.

Joint Schedule 12 (Supply Chain Visibility)
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Annex 1

Supply Chain Information Report template



Supply Chain Information
Report templat

Order Schedule 1 (Transparency Reports)

Order Ref:

Crown Copyright 2021

Order Schedule 1 (Transparency Reports)

- 1.1 The Supplier recognises that the Buyer is subject to PPN 01/17 (Updates to transparency principles v1.1 (<https://www.gov.uk/government/publications/procurement-policy-note-0117-update-to-transparency-principles>)). The Supplier shall comply with the provisions of this Schedule in order to assist the Buyer with its compliance with its obligations under that PPN.
- 1.2 Without prejudice to the Supplier's reporting requirements set out in the DPS Contract, within three (3) Months of the Start Date the Supplier shall submit to the Buyer for Approval (such Approval not to be unreasonably withheld or delayed) draft Transparency Reports consistent with the content requirements and format set out in the Annex of this Schedule.
- 1.3 If the Buyer rejects any proposed Transparency Report submitted by the Supplier, the Supplier shall submit a revised version of the relevant report for further Approval within five (5) days of receipt of any notice of rejection, taking account of any recommendations for revision and improvement to the report provided by the Buyer. If the Parties fail to agree on a draft Transparency Report the Buyer shall determine what should be included. Any other disagreement in connection with Transparency Reports shall be treated as a Dispute.
- 1.4 The Supplier shall provide accurate and up-to-date versions of each Transparency Report to the Buyer at the frequency referred to in the Annex of this Schedule.

Order Schedule 1 (Transparency Reports)

Order Ref:

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Annex A: List of Transparency Reports

Title	Content	Format	Frequency
Performance	To be agreed	Written Report	Monthly
Technical	To be agreed	Written Report	Monthly
Performance management	To be agreed	Written Report	Monthly
Social Value	The supplier must provide a quarterly report at contract management meetings setting out what they have done to tackle economic inequality. This should include how they have influenced staff, suppliers, customers and communities through the delivery of the contract to support the Policy Outcome. E.g. engagement, co-design/creation, training and education, partnering/collaborating, volunteering.	Written Report	Quarterly

Order Schedule 2 (Staff Transfer)

Order Ref:

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Order Schedule 2 (Staff Transfer)**1. Definitions**

1.1 In this Schedule, the following words have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

"Acquired Rights Directive"	the European Council Directive 77/187/EEC on the approximation of laws of European member states relating to the safeguarding of employees' rights in the event of transfers of undertakings, businesses or parts of undertakings or businesses, as amended or re-enacted from time to time;
"Employee Liability"	all claims, actions, proceedings, orders, demands, complaints, investigations (save for any claims for personal injury which are covered by insurance) and any award, compensation, damages, tribunal awards, fine, loss, order, penalty, disbursement, payment made by way of settlement and costs, expenses and legal costs reasonably incurred in connection with a claim or investigation including in relation to the following: a) redundancy payments including contractual or enhanced redundancy costs, termination costs and notice payments;
	b) unfair, wrongful or constructive dismissal compensation;
	c) compensation for discrimination on grounds of sex, race, disability, age, religion or belief, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation or claims for equal pay;
	d) compensation for less favourable treatment of part-time workers or fixed term employees;
	e) outstanding employment debts and unlawful deduction of wages including any PAYE and National Insurance Contributions;

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	f) employment claims whether in tort, contract or statute or otherwise;
	g) any investigation relating to employment matters by the Equality and Human Rights Commission or other enforcement, regulatory or supervisory body and of implementing any requirements which may arise from such investigation;
"Former Supplier"	a supplier supplying services to the Buyer before the Relevant Transfer Date that are the same as or substantially similar to the Services (or any part of the Services) and shall include any Subcontractor of such supplier (or any Subcontractor of any such Subcontractor);
"New Fair Deal"	the revised Fair Deal position set out in the HM Treasury guidance: <i>"Fair Deal for Staff Pensions: Staff Transfer from Central Government"</i> issued in October 2013 including: (i) any amendments to that document immediately prior to the Relevant Transfer Date; and (ii) any similar pension protection in accordance with the Annexes D1-D3 inclusive to Part D of this Schedule as notified to the Supplier by the Buyer;
"Old Fair Deal"	HM Treasury Guidance <i>"Staff Transfers from Central Government: A Fair Deal for Staff Pensions"</i> issued in June 1999 including the supplementary guidance <i>"Fair Deal for Staff pensions: Procurement of Bulk Transfer Agreements and Related Issues"</i> issued in June 2004;
"Partial Termination"	the partial termination of the relevant Contract to the extent that it relates to the provision of any part of the Services as further provided for in Clause 10.4 (When CCS or the Buyer can end this contract) or 10.6 (When the Supplier can end the contract);
"Relevant Transfer"	a transfer of employment to which the Employment Regulations applies;
"Relevant Transfer Date"	in relation to a Relevant Transfer, the date upon which the Relevant Transfer takes place. For the purposes of Part D: Pensions and its Annexes, where the Supplier or a Subcontractor was the Former Supplier and there

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	is no Relevant Transfer of the Fair Deal Employees because they remain continuously employed by the Supplier (or Subcontractor), references to the Relevant Transfer Date shall become references to the Start Date;
"Staffing Information"	in relation to all persons identified on the Supplier's Provisional Supplier Personnel List or Supplier's Final Supplier Personnel List, as the case may be, such information as the Buyer may reasonably request (subject to all applicable provisions of the Data Protection Legislation), but including in an anonymised format: (a) their ages, dates of commencement of employment or engagement, gender and place of work;
	(b) details of whether they are employed, self-employed contractors or consultants, agency workers or otherwise;
	(c) the identity of the employer or relevant contracting Party;
	(d) their relevant contractual notice periods and any other terms relating to termination of employment, including redundancy procedures, and redundancy payments;
	(e) their wages, salaries, bonuses and profit sharing arrangements as applicable;
	(f) details of other employment-related benefits, including (without limitation) medical insurance, life assurance, pension or other retirement benefit schemes, share option schemes and company car schedules applicable to them;
	(g) any outstanding or potential contractual, statutory or other liabilities in respect of such individuals (including in respect of personal injury claims);
	(h) details of any such individuals on long term sickness absence, parental leave, maternity leave or other authorised long term absence;
	(i) copies of all relevant documents and materials relating to such information, including copies of

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	relevant contracts of employment (or relevant standard contracts if applied generally in respect of such employees); and
	(j) any other "employee liability information" as such term is defined in regulation 11 of the Employment Regulations;
"Supplier's Final Supplier Personnel List"	a list provided by the Supplier of all Supplier Staff whose will transfer under the Employment Regulations on the Service Transfer Date;
"Supplier's Provisional Supplier Personnel List"	a list prepared and updated by the Supplier of all Supplier Staff who are at the date of the list wholly or mainly engaged in or assigned to the provision of the Services or any relevant part of the Services which it is envisaged as at the date of such list will no longer be provided by the Supplier;
"Term"	the period commencing on the Start Date and ending on the expiry of the Initial Period or any Extension Period or on earlier termination of the relevant Contract;
"Transferring Buyer Employees"	those employees of the Buyer to whom the Employment Regulations will apply on the Relevant Transfer Date;
"Transferring Former Supplier Employees"	in relation to a Former Supplier, those employees of the Former Supplier to whom the Employment Regulations will apply on the Relevant Transfer Date.

2. INTERPRETATION

- 2.1 Where a provision in this Schedule imposes any obligation on the Supplier including (without limit) to comply with a requirement or provide an indemnity, undertaking or warranty, the Supplier shall procure that each of its Subcontractors shall comply with such obligation and provide such indemnity, undertaking or warranty to CCS, the Buyer, Former Supplier, Replacement Supplier or Replacement Subcontractor, as the case may be and where the Subcontractor fails to satisfy any claims under such indemnities the Supplier will be liable for satisfying any such claim as if it had provided the indemnity itself.
- 2.2 The provisions of Paragraphs 2.1 and 2.6 of Part A, Paragraph 3.1 of Part B, Paragraphs 1.5, 1.7 and 1.9 of Part C, Part D and Paragraphs 1.4, 2.3 and 2.8 of Part E of this Schedule (together "Third Party Provisions") confer benefits on third parties (each such person a "Third Party Beneficiary") and are intended to be enforceable by Third Party Beneficiaries by virtue of the CRTPA.

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- 2.3 Subject to Paragraph 2.2 above, a person who is not a Party to this Order Contract has no right under the CRTPA to enforce any term of this Order Contract but this does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.
- 2.4 No Third Party Beneficiary may enforce, or take any step to enforce, any Third Party Provision without the prior written consent of the Buyer, which may, if given, be given on and subject to such terms as the Buyer may determine.
- 2.5 Any amendments or modifications to this Order Contract may be made, and any rights created under Paragraph 2.2 above may be altered or extinguished, by the Parties without the consent of any Third Party Beneficiary.

3. Which parts of this Schedule apply

Only the following parts of this Schedule shall apply to this Call Off Contract:

- Part C (No Staff Transfer on the Start Date)
- Part E (Staff Transfer on Exit)

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PART C: NO STAFF TRANSFER ON THE START DATE

1. What happens if there is a staff transfer

1.1 The Buyer and the Supplier agree that the commencement of the provision of the Services or of any part of the Services will not be a Relevant Transfer in relation to any employees of the Buyer and/or any Former Supplier.

1.2 If any employee of the Buyer and/or a Former Supplier claims, or it is determined in relation to any employee of the Buyer and/or a Former Supplier, that his/her contract of employment has been transferred from the Buyer and/or the Former Supplier to the Supplier and/or any Subcontractor pursuant to the Employment Regulations or the Acquired Rights Directive then:

1.2.1 the Supplier shall, and shall procure that the relevant Subcontractor shall, within 5 Working Days of becoming aware of that fact, notify the Buyer in writing and, where required by the Buyer, notify the Former Supplier in writing; and

1.2.2 the Buyer and/or the Former Supplier may offer (or may procure that a third party may offer) employment to such person within 15 Working Days of the notification from the Supplier or the Subcontractor (as appropriate) or take such other reasonable steps as the Buyer or Former Supplier (as the case may be) it considers appropriate to deal with the matter provided always that such steps are in compliance with applicable Law.

1.3 If an offer referred to in Paragraph 1.2.2 is accepted (or if the situation has otherwise been resolved by the Buyer and/or the Former Supplier), the Supplier shall, or shall procure that the Subcontractor shall, immediately release the person from his/her employment or alleged employment.

1.4 If by the end of the 15 Working Day period referred to in Paragraph 1.2.2:

1.4.1 no such offer of employment has been made;

1.4.2 such offer has been made but not accepted; or

1.4.3 the situation has not otherwise been resolved;

the Supplier may within 5 Working Days give notice to terminate the employment or alleged employment of such person.

1.5 Subject to the Supplier and/or the relevant Subcontractor acting in accordance with the provisions of Paragraphs 1.2 to 1.4 and in accordance with all applicable employment procedures set out in applicable Law and subject also to Paragraph 1.8 the Buyer shall:

1.5.1 indemnify the Supplier and/or the relevant Subcontractor against all Employee Liabilities arising out of the termination of the employment of any of the Buyer's employees referred to in Paragraph 1.2 made pursuant to the provisions of Paragraph 1.4

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- provided that the Supplier takes, or shall procure that the Subcontractor takes, all reasonable steps to minimise any such Employee Liabilities; and
- 1.5.2 procure that the Former Supplier indemnifies the Supplier and/or any Subcontractor against all Employee Liabilities arising out of termination of the employment of the employees of the Former Supplier referred to in Paragraph 1.2 made pursuant to the provisions of Paragraph 1.4 provided that the Supplier takes, or shall procure that the relevant Subcontractor takes, all reasonable steps to minimise any such Employee Liabilities.
- 1.6 If any such person as is described in Paragraph 1.2 is neither re employed by the Buyer and/or the Former Supplier as appropriate nor dismissed by the Supplier and/or any Subcontractor within the 15 Working Day period referred to in Paragraph 1.4 such person shall be treated as having transferred to the Supplier and/or the Subcontractor (as appropriate) and the Supplier shall, or shall procure that the Subcontractor shall, comply with such obligations as may be imposed upon it under Law.
- 1.7 Where any person remains employed by the Supplier and/or any Subcontractor pursuant to Paragraph 1.6, all Employee Liabilities in relation to such employee shall remain with the Supplier and/or the Subcontractor and the Supplier shall indemnify the Buyer and any Former Supplier, and shall procure that the Subcontractor shall indemnify the Buyer and any Former Supplier, against any Employee Liabilities that either of them may incur in respect of any such employees of the Supplier and/or employees of the Subcontractor.
- 1.8 The indemnities in Paragraph 1.5:
- 1.8.1 shall not apply to:
- (a) any claim for:
- (i) discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief; or
- (ii) equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees,
- in any case in relation to any alleged act or omission of the Supplier and/or Subcontractor; or
- (b) any claim that the termination of employment was unfair because the Supplier and/or any Subcontractor neglected to follow a fair dismissal procedure; and
- 1.8.2 shall apply only where the notification referred to in Paragraph 1.2.1 is made by the Supplier and/or any

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Subcontractor to the Buyer and, if applicable, Former Supplier within 6 months of the Start Date.

- 1.9 If the Supplier and/or the Subcontractor does not comply with Paragraph 1.2, all Employee Liabilities in relation to such employees shall remain with the Supplier and/or the Subcontractor and the Supplier shall (i) comply with the provisions of Part D: Pensions of this Schedule, and (ii) indemnify the Buyer and any Former Supplier against any Employee Liabilities that either of them may incur in respect of any such employees of the Supplier and/or employees of the Subcontractor.

2. Limits on the Former Supplier's obligations

Where in this Part C the Buyer accepts an obligation to procure that a Former Supplier does or does not do something, such obligation shall be limited so that it extends only to the extent that the Buyer's contract with the Former Supplier contains a contractual right in that regard which the Buyer may enforce, or otherwise so that it requires only that the Buyer must use reasonable endeavours to procure that the Former Supplier does or does not act accordingly.

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PART E: STAFF TRANSFER ON EXIT

1. Obligations before a Staff Transfer

1.1 The Supplier agrees that within 20 Working Days of the earliest of:

- 1.1.1 receipt of a notification from the Buyer of a Service Transfer or intended Service Transfer;
- 1.1.2 receipt of the giving of notice of early termination or any Partial Termination of the relevant Contract;
- 1.1.3 the date which is 12 Months before the end of the Term; and
- 1.1.4 receipt of a written request of the Buyer at any time (provided that the Buyer shall only be entitled to make one such request in any 6 Month period),

it shall provide in a suitably anonymised format so as to comply with the Data Protection Legislation, the Supplier's Provisional Supplier Personnel List, together with the Staffing Information in relation to the Supplier's Provisional Supplier Personnel List and it shall provide an updated Supplier's Provisional Supplier Personnel List at such intervals as are reasonably requested by the Buyer.

1.2 At least 20 Working Days prior to the Service Transfer Date, the Supplier shall provide to the Buyer or at the direction of the Buyer to any Replacement Supplier and/or any Replacement Subcontractor (i) the Supplier's Final Supplier Personnel List, which shall identify the basis upon which they are Transferring Supplier Employees and (ii) the Staffing Information in relation to the Supplier's Final Supplier Personnel List (insofar as such information has not previously been provided).

1.3 The Buyer shall be permitted to use and disclose information provided by the Supplier under Paragraphs 1.1 and 1.2 for the purpose of informing any prospective Replacement Supplier and/or Replacement Subcontractor.

1.4 The Supplier warrants, for the benefit of The Buyer, any Replacement Supplier, and any Replacement Subcontractor that all information provided pursuant to Paragraphs 1.1 and 1.2 shall be true and accurate in all material respects at the time of providing the information.

1.5 From the date of the earliest event referred to in Paragraph 1.1.1, 1.1.2 and 1.1.3, the Supplier agrees that it shall not, and agrees to procure that each Subcontractor shall not, assign any person to the provision of the Services who is not listed on the Supplier's Provisional Supplier Personnel List and shall not without the approval of the Buyer (not to be unreasonably withheld or delayed):

:

- 1.5.1 replace or re-deploy any Supplier Staff listed on the Supplier Provisional Supplier Personnel List other than where any replacement is of equivalent grade, skills, experience and

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expertise and is employed on the same terms and conditions of employment as the person he/she replaces

- 1.5.2 make, promise, propose, permit or implement any material changes to the terms and conditions of employment of the Supplier Staff (including pensions and any payments connected with the termination of employment);
- 1.5.3 increase the proportion of working time spent on the Services (or the relevant part of the Services) by any of the Supplier Staff save for fulfilling assignments and projects previously scheduled and agreed;
- 1.5.4 introduce any new contractual or customary practice concerning the making of any lump sum payment on the termination of employment of any employees listed on the Supplier's Provisional Supplier Personnel List;
- 1.5.5 increase or reduce the total number of employees so engaged, or deploy any other person to perform the Services (or the relevant part of the Services);
- 1.5.6 terminate or give notice to terminate the employment or contracts of any persons on the Supplier's Provisional Supplier Personnel List save by due disciplinary process;

and shall promptly notify, and procure that each Subcontractor shall promptly notify, the Buyer or, at the direction of the Buyer, any Replacement Supplier and any Replacement Subcontractor of any notice to terminate employment given by the Supplier or relevant Subcontractor or received from any persons listed on the Supplier's Provisional Supplier Personnel List regardless of when such notice takes effect.

1.6 On or around each anniversary of the Start Date and up to four times during the last 12 Months of the Term, the Buyer may make written requests to the Supplier for information relating to the manner in which the Services are organised. Within 20 Working Days of receipt of a written request the Supplier shall provide, and shall procure that each Subcontractor shall provide, to the Buyer such information as the Buyer may reasonably require relating to the manner in which the Services are organised, which shall include:

- 1.6.1 the numbers of employees engaged in providing the Services;
- 1.6.2 the percentage of time spent by each employee engaged in providing the Services;
- 1.6.3 the extent to which each employee qualifies for membership of any of the Statutory Schemes or any Broadly Comparable scheme set up pursuant to the provisions of any of the Annexes to Part D (Pensions) (as appropriate); and
- 1.6.4 a description of the nature of the work undertaken by each employee by location.

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- 1.7 The Supplier shall provide, and shall procure that each Subcontractor shall provide, all reasonable cooperation and assistance to the Buyer, any Replacement Supplier and/or any Replacement Subcontractor to ensure the smooth transfer of the Transferring Supplier Employees on the Service Transfer Date including providing sufficient information in advance of the Service Transfer Date to ensure that all necessary payroll arrangements can be made to enable the Transferring Supplier Employees to be paid as appropriate. Without prejudice to the generality of the foregoing, within 5 Working Days following the Service Transfer Date, the Supplier shall provide, and shall procure that each Subcontractor shall provide, to the Buyer or, at the direction of the Buyer, to any Replacement Supplier and/or any Replacement Subcontractor (as appropriate), in respect of each person on the Supplier's Final Supplier Personnel List who is a Transferring Supplier Employee:
 - 1.7.1 the most recent month's copy pay slip data;
 - 1.7.2 details of cumulative pay for tax and pension purposes;
 - 1.7.3 details of cumulative tax paid;
 - 1.7.4 tax code;
 - 1.7.5 details of any voluntary deductions from pay; and
 - 1.7.6 bank/building society account details for payroll purposes.

2. Staff Transfer when the contract ends

- 2.1 The Buyer and the Supplier acknowledge that subsequent to the commencement of the provision of the Services, the identity of the provider of the Services (or any part of the Services) may change (whether as a result of termination or Partial Termination of the relevant Contract or otherwise) resulting in the Services being undertaken by a Replacement Supplier and/or a Replacement Subcontractor. Such change in the identity of the supplier of such services may constitute a Relevant Transfer to which the Employment Regulations and/or the Acquired Rights Directive will apply. The Buyer and the Supplier agree that, as a result of the operation of the Employment Regulations, where a Relevant Transfer occurs, the contracts of employment between the Supplier and the Transferring Supplier Employees (except in relation to any contract terms disapplied through operation of regulation 10(2) of the Employment Regulations) will have effect on and from the Service Transfer Date as if originally made between the Replacement Supplier and/or a Replacement Subcontractor (as the case may be) and each such Transferring Supplier Employee.
- 2.2 The Supplier shall, and shall procure that each Subcontractor shall, comply with all its obligations in respect of the Transferring Supplier Employees arising under the Employment Regulations in respect of the period up to (and including) the Service Transfer Date and shall perform and discharge, and procure that each Subcontractor shall perform and discharge, all its obligations in respect of all the Transferring Supplier Employees arising in respect of the period up to (and including) the Service Transfer Date (including (without limit) the payment of all remuneration, benefits, entitlements, and outgoings, all wages, accrued

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but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions and all such sums due as a result of any Fair Deal Employees' participation in the Schemes which in any case are attributable in whole or in part to the period ending on (and including) the Service Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between: (i) the Supplier and/or the Subcontractor (as appropriate); and (ii) the Replacement Supplier and/or Replacement Subcontractor.

2.3 Subject to Paragraph 2.4, the Supplier shall indemnify the Buyer and/or the Replacement Supplier and/or any Replacement Subcontractor against any Employee Liabilities arising from or as a result of:

- 2.3.1 any act or omission of the Supplier or any Subcontractor in respect of any Transferring Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Supplier Employee whether occurring before, on or after the Service Transfer Date;
- 2.3.2 the breach or non-observance by the Supplier or any Subcontractor occurring on or before the Service Transfer Date of:
 - (a) any collective agreement applicable to the Transferring Supplier Employees; and/or
 - (b) any other custom or practice with a trade union or staff association in respect of any Transferring Supplier Employees which the Supplier or any Subcontractor is contractually bound to honour;
- 2.3.3 any claim by any trade union or other body or person representing any Transferring Supplier Employees arising from or connected with any failure by the Supplier or a Subcontractor to comply with any legal obligation to such trade union, body or person arising on or before the Service Transfer Date;
- 2.3.4 any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:
 - (a) in relation to any Transferring Supplier Employee, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising on and before the Service Transfer Date; and

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- (b) in relation to any employee who is not identified in the Supplier's Final Supplier Personnel List, and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from the Supplier to the Buyer and/or Replacement Supplier and/or any Replacement Subcontractor, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising on or before the Service Transfer Date;
 - 2.3.5 a failure of the Supplier or any Subcontractor to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Supplier Employees in respect of the period up to (and including) the Service Transfer Date);
 - 2.3.6 any claim made by or in respect of any person employed or formerly employed by the Supplier or any Subcontractor other than a Transferring Supplier Employee identified in the Supplier's Final Supplier Personnel List for whom it is alleged the Buyer and/or the Replacement Supplier and/or any Replacement Subcontractor may be liable by virtue of the relevant Contract and/or the Employment Regulations and/or the Acquired Rights Directive; and
 - 2.3.7 any claim made by or in respect of a Transferring Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Supplier Employee relating to any act or omission of the Supplier or any Subcontractor in relation to its obligations under regulation 13 of the Employment Regulations, except to the extent that the liability arises from the failure by the Buyer and/or Replacement Supplier to comply with regulation 13(4) of the Employment Regulations.
- 2.4 The indemnities in Paragraph 2.3 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Replacement Supplier and/or any Replacement Subcontractor whether occurring or having its origin before, on or after the Service Transfer Date including any Employee Liabilities:
- 2.4.1 arising out of the resignation of any Transferring Supplier Employee before the Service Transfer Date on account of substantial detrimental changes to his/her working conditions proposed by the Replacement Supplier and/or any Replacement Subcontractor to occur in the period on or after the Service Transfer Date); or

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- 2.4.2 arising from the Replacement Supplier's failure, and/or Replacement Subcontractor's failure, to comply with its obligations under the Employment Regulations.
 - 2.5 If any person who is not identified in the Supplier's Final Supplier Employee List claims, or it is determined in relation to any employees of the Supplier, that his/her contract of employment has been transferred from the Supplier to the Replacement Supplier and/or Replacement Subcontractor pursuant to the Employment Regulations or the Acquired Rights Directive, then:
 - 2.5.1 the Buyer shall procure that the Replacement Supplier and/or Replacement Subcontractor will, within 5 Working Days of becoming aware of that fact, notify the Buyer and the Supplier in writing; and
 - 2.5.2 the Supplier may offer (or may procure that a Subcontractor may offer) employment to such person, or take such other reasonable steps as it considered appropriate to deal the matter provided always that such steps are in compliance with Law, within 15 Working Days of receipt of notice from the Replacement Supplier and/or Replacement Subcontractor.
 - 2.6 If such offer of is accepted, or if the situation has otherwise been resolved by the Supplier or a Subcontractor, Buyer shall procure that the Replacement Supplier shall, or procure that the and/or Replacement Subcontractor shall, immediately release or procure the release the person from his/her employment or alleged employment;
 - 2.7 If after the 15 Working Day period specified in Paragraph 2.5.2 has elapsed:
 - 2.7.1 no such offer has been made:
 - 2.7.2 such offer has been made but not accepted; or
 - 2.7.3 the situation has not otherwise been resolved
- the Buyer shall advise the Replacement Supplier and/or Replacement Subcontractor (as appropriate) that it may within 5 Working Days give notice to terminate the employment or alleged employment of such person;
- 2.8 Subject to the Replacement Supplier's and/or Replacement Subcontractor acting in accordance with the provisions of Paragraphs 2.5 to 2.7 and in accordance with all applicable proper employment procedures set out in applicable Law and subject to Paragraph 2.9 below, the Supplier will indemnify the Replacement Supplier and/or Replacement Subcontractor against all Employee Liabilities arising out of the termination of the employment of any of the Supplier's employees pursuant to the provisions of Paragraph 2.7 provided that the Replacement Supplier takes, or shall procure that the Replacement Subcontractor takes, all reasonable steps to minimise any such Employee Liabilities.
 - 2.9 The indemnity in Paragraph 2.8:
 - 2.9.1 shall not apply to:

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- (a) any claim for:
 - (i) discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief; or
 - (ii) equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees,

In any case in relation to any alleged act or omission of the Replacement Supplier and/or Replacement Subcontractor, or

- (b) any claim that the termination of employment was unfair because the Replacement Supplier and/or Replacement Subcontractor neglected to follow a fair dismissal procedure; and

2.9.2 shall apply only where the notification referred to in Paragraph 2.5.1 is made by the Replacement Supplier and/or Replacement Subcontractor to the Supplier within 6 months of the Service Transfer Date..

2.10 If any such person as is described in Paragraph 2.5 is neither re-employed by the Supplier or any Subcontractor nor dismissed by the Replacement Supplier and/or Replacement Subcontractor within the time scales set out in Paragraphs 2.5 to 2.7, such person shall be treated as a Transferring Supplier Employee. .

2.11 The Supplier shall comply, and shall procure that each Subcontractor shall comply, with all its obligations under the Employment Regulations and shall perform and discharge, and shall procure that each Subcontractor shall perform and discharge, all its obligations in respect of any person identified in the Supplier's Final Supplier Personnel List before and on the Service Transfer Date (including the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions and such sums due as a result of any Fair Deal Employees' participation in the Schemes and any requirement to set up a broadly comparable pension scheme which in any case are attributable in whole or in part in respect of the period up to (and including) the Service Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between:

- (b) the Supplier and/or any Subcontractor; and
- (c) the Replacement Supplier and/or the Replacement Subcontractor.

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- 2.12 The Supplier shall, and shall procure that each Subcontractor shall, promptly provide the Buyer and any Replacement Supplier and/or Replacement Subcontractor, in writing such information as is necessary to enable the Buyer, the Replacement Supplier and/or Replacement Subcontractor to carry out their respective duties under regulation 13 of the Employment Regulations. The Buyer shall procure that the Replacement Supplier and/or Replacement Subcontractor, shall promptly provide to the Supplier and each Subcontractor in writing such information as is necessary to enable the Supplier and each Subcontractor to carry out their respective duties under regulation 13 of the Employment Regulations.
- 2.13 Subject to Paragraph 2.14, the Buyer shall procure that the Replacement Supplier indemnifies the Supplier on its own behalf and on behalf of any Replacement Subcontractor and its Subcontractors against any Employee Liabilities arising from or as a result of:
- 2.13.1 any act or omission of the Replacement Supplier and/or Replacement Subcontractor in respect of any Transferring Supplier Employee in the Supplier's Final Supplier Personnel List or any appropriate employee representative (as defined in the Employment Regulations) of any such Transferring Supplier Employee;
 - 2.13.2 the breach or non-observance by the Replacement Supplier and/or Replacement Subcontractor on or after the Service Transfer Date of:
 - (a) any collective agreement applicable to the Transferring Supplier Employees identified in the Supplier's Final Supplier Personnel List; and/or
 - (b) any custom or practice in respect of any Transferring Supplier Employees identified in the Supplier's Final Supplier Personnel List which the Replacement Supplier and/or Replacement Subcontractor is contractually bound to honour;
 - 2.13.3 any claim by any trade union or other body or person representing any Transferring Supplier Employees identified in the Supplier's Final Supplier Personnel List arising from or connected with any failure by the Replacement Supplier and/or Replacement Subcontractor to comply with any legal obligation to such trade union, body or person arising on or after the Service Transfer Date;
 - 2.13.4 any proposal by the Replacement Supplier and/or Replacement Subcontractor to change the terms and conditions of employment or working conditions of any Transferring Supplier Employees identified in the Supplier's Final Supplier Personnel List on or after their transfer to the Replacement Supplier or Replacement Subcontractor (as the case may be) on the Service Transfer Date, or to change the terms and conditions of employment or

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- working conditions of any person identified in the Supplier's Final Supplier Personnel List who would have been a Transferring Supplier Employee but for their resignation (or decision to treat their employment as terminated under regulation 4(9) of the Employment Regulations) before the Service Transfer Date as a result of or for a reason connected to such proposed changes;
- 2.13.5 any statement communicated to or action undertaken by the Replacement Supplier or Replacement Subcontractor to, or in respect of, any Transferring Supplier Employee identified in the Supplier's Final Supplier Personnel List on or before the Service Transfer Date regarding the Relevant Transfer which has not been agreed in advance with the Supplier in writing;
- 2.13.6 any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:
- (a) in relation to any Transferring Supplier Employee identified in the Supplier's Final Supplier Personnel List, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising after the Service Transfer Date; and
 - (b) in relation to any employee who is not a Transferring Supplier Employee identified in the Supplier's Final Supplier Personnel List, and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from the Supplier or Subcontractor, to the Replacement Supplier or Replacement Subcontractor to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising after the Service Transfer Date;
- 2.13.7 a failure of the Replacement Supplier or Replacement Subcontractor to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Supplier Employees identified in the Supplier's Final Supplier Personnel List in respect of the period from (and including) the Service Transfer Date; and
- 2.13.8 any claim made by or in respect of a Transferring Supplier Employee identified in the Supplier's Final Supplier Personnel List or any appropriate employee representative (as defined in the Employment Regulations) of any such Transferring Supplier Employee relating to any act or omission of the Replacement

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Supplier or Replacement Subcontractor in relation to obligations under regulation 13 of the Employment Regulations.

- 2.14 The indemnities in Paragraph 2.13 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Supplier and/or any Subcontractor (as applicable) whether occurring or having its origin before, on or after the Service Transfer Date, including any Employee Liabilities arising from the failure by the Supplier and/or any Subcontractor (as applicable) to comply with its obligations under the Employment Regulations.

Order Schedule 3 (Continuous Improvement)

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Order Schedule 3 (Continuous Improvement)

1. Buyer's Rights

- 1.1 The Buyer and the Supplier recognise that, where specified in DPS Schedule 4 (DPS Management), the Buyer may give CCS the right to enforce the Buyer's rights under this Schedule.

2. Supplier's Obligations

- 2.1 The Supplier must, throughout the Contract Period, identify new or potential improvements to the provision of the Deliverables with a view to reducing the Buyer's costs (including the Charges) and/or improving the quality and efficiency of the Deliverables and their supply to the Buyer.
- 2.2 The Supplier must adopt a policy of continuous improvement in relation to the Deliverables, which must include regular reviews with the Buyer of the Deliverables and the way it provides them, with a view to reducing the Buyer's costs (including the Charges) and/or improving the quality and efficiency of the Deliverables. The Supplier and the Buyer must provide each other with any information relevant to meeting this objective.
- 2.3 In addition to Paragraph 2.1, the Supplier shall produce at the start of each Contract Year a plan for improving the provision of Deliverables and/or reducing the Charges (without adversely affecting the performance of this Contract) during that Contract Year ("**Continuous Improvement Plan**") for the Buyer's Approval. The Continuous Improvement Plan must include, as a minimum, proposals:
 - 2.3.1 identifying the emergence of relevant new and evolving technologies;
 - 2.3.2 changes in business processes of the Supplier or the Buyer and ways of working that would provide cost savings and/or enhanced benefits to the Buyer (such as methods of interaction, supply chain efficiencies, reduction in energy consumption and methods of sale);
 - 2.3.3 new or potential improvements to the provision of the Deliverables including the quality, responsiveness, procedures, benchmarking methods, likely performance mechanisms and customer support services in relation to the Deliverables; and
 - 2.3.4 measuring and reducing the sustainability impacts of the Supplier's operations and supply-chains relating to the Deliverables, and identifying opportunities to assist the Buyer in meeting their sustainability objectives.
- 2.4 The initial Continuous Improvement Plan for the first (1st) Contract Year shall be submitted by the Supplier to the Buyer for Approval within one hundred (100) Working Days of the first Order or six (6) Months following the Start Date, whichever is earlier.

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- 2.5 The Buyer shall notify the Supplier of its Approval or rejection of the proposed Continuous Improvement Plan or any updates to it within twenty (20) Working Days of receipt. If it is rejected then the Supplier shall, within ten (10) Working Days of receipt of notice of rejection, submit a revised Continuous Improvement Plan reflecting the changes required. Once Approved, it becomes the Continuous Improvement Plan for the purposes of this Contract.
- 2.6 The Supplier must provide sufficient information with each suggested improvement to enable a decision on whether to implement it. The Supplier shall provide any further information as requested.
- 2.7 If the Buyer wishes to incorporate any improvement into this Contract, it must request a Variation in accordance with the Variation Procedure and the Supplier must implement such Variation at no additional cost to the Buyer or CCS.
- 2.8 Once the first Continuous Improvement Plan has been Approved in accordance with Paragraph 2.5:
 - 2.8.1 the Supplier shall use all reasonable endeavours to implement any agreed deliverables in accordance with the Continuous Improvement Plan; and
 - 2.8.2 the Parties agree to meet as soon as reasonably possible following the start of each quarter (or as otherwise agreed between the Parties) to review the Supplier's progress against the Continuous Improvement Plan.
- 2.9 The Supplier shall update the Continuous Improvement Plan as and when required but at least once every Contract Year (after the first (1st) Contract Year) in accordance with the procedure and timescales set out in Paragraph 2.3.
- 2.10 All costs relating to the compilation or updating of the Continuous Improvement Plan and the costs arising from any improvement made pursuant to it and the costs of implementing any improvement, shall have no effect on and are included in the Charges.
- 2.11 Should the Supplier's costs in providing the Deliverables to the Buyer be reduced as a result of any changes implemented, all of the cost savings shall be passed on to the Buyer by way of a consequential and immediate reduction in the Charges for the Deliverables.
- 2.12 At any time during the Contract Period of the Order Contract, the Supplier may make a proposal for gainshare. If the Buyer deems gainshare to be applicable then the Supplier shall update the Continuous Improvement Plan so as to include details of the way in which the proposal shall be implemented in accordance with an agreed gainshare ratio.

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Sport England Statement of Requirements:

1. PURPOSE AND OVERVIEW OF THE REQUIREMENT

- 1.1. Sport England wish to procure a supplier to conduct quantitative brand tracking as part of our campaign evaluations. It will involve tracking around multiple campaigns, with the main focus of the work being on the This Girl Can Campaign. To date, Sport England has procured suppliers to carry out 30 waves of tracking, looking at women's attitudes and behaviours over the campaign's 10-year history.
- 1.2. This tender will involve multiple waves of surveying a nationally representative sample of women, and measuring demographic information, physical activity levels, campaign awareness and attitudes towards the campaign and various questions measuring the impact of the campaign. This will need to be carried out approximately three times a year (depending on campaign activity and need). We run full waves that are approximately 15 minutes in length, and shorter 'pulse waves' which are 10 minutes in length. This will need to include a full wave of tracking every November where samples from the campaigns target audiences (LSEG women from Black communities; LSEG women aged 55-74; LSEG women who are pregnant or have a child under one; LSEG women from South Asian Muslim communities) are boosted.
- 1.3. In addition to this, the successful supplier will be required to conduct annual tracking with target audiences from the sector looking at campaign awareness, engagement and reaction across three of Sport England's campaigns: This Girl Can, We Are Undefeatable and Play Their Way.
- 1.4. The supplier will need to be responsive to Sport England's needs for additional quantitative tracking that forms part of our campaign evaluations, as well as any evaluation around new emerging campaigns

2. BACKGROUND TO THE BUYER

- 2.1. Sport England is an arm's length body of government established by Royal Charter in 1996. We're responsible for growing and developing grassroots sport and helping more people get active across England. We use our expertise, insight, campaigns and targeted funding from the government and the National Lottery to do just that. Sport England is an arm's length body of government established by Royal Charter in 1996. We're responsible for growing and developing grassroots sport and helping more people get active across England.
- 2.2. In 2021 Sport England launched a new strategy "Uniting the Movement" with a 10-year vision to transform lives and communities through sport and physical activity.
- 2.3. We believe sport and physical activity has a big role to play in improving the physical and mental health of the nation, supporting the economy, reconnecting communities and rebuilding a stronger society for all.

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- 2.4. For too long, people with the most to gain from being active have been the least able to take part. As a result of the huge disruption 2020 has caused, and the inequalities it's reinforced or even exacerbated – such as those around socio-economic status and ethnicity – our drive to do things differently and confront these inequalities head on is stronger than ever.
- 2.5. This strategy is different not just because it's a vision for the next 10 years. It sets how we need to change as a sector and an ecosystem, so that we can give people the opportunities they need now and in the future.
- 2.6. More than anything, it seeks to tackle the inequalities we've long seen in sport and physical activity. Providing opportunities to people and communities that have traditionally been left behind, and helping to remove the barriers to activity, has never been more important.
- 2.7. Our role is to champion this lifechanging impact, and ensure everyone across the nation can benefit from it. We're here to invest in sport and physical activity to make it a normal part of life for everyone in England, regardless of who you are.
- 2.8. As we adapt and rebuild from the huge disruption caused by the coronavirus pandemic, we need to collectively reimagine how we keep movement, sport and activity central to the lives of everyone. Because if we harness its power, we'll be able to improve people's lives in so many ways. Find out more at www.sportengland.org.

Campaigns

- 2.9. Campaigns are a central part of the work that Sport England does. We deliver insight driven campaigns to support more people to become and stay physically active. Below are three examples of campaigns that are currently running.

This Girl Can

- 2.10. One of Sport England's campaigns is This Girl Can. This Girl Can was born from a desire to tackle the fact that despite increases in the overall number of people being active in England, women persistently remained less active than men. Sport England wanted to address this gender gap and the reasons behind it. This Girl Can was created, in 2014, to challenge the fear of judgement and celebrate active women who are doing their thing no matter how they do it or how they look.
- 2.11. The overall aim of This Girl Can is to increase women and girls' participation in sport and physical activity by helping them to overcome emotional, practical and structural barriers and creating experiences which meet women's needs.
- 2.12. There have been various phases of the campaign since 2014, each looking to liberate women from the fear of judgement that was the unifying emotional barrier stopping women from being more active. You can find more information on the campaign [here](#).

We Are Undefeatable

- 2.13. We Are Undefeatable is a national campaign to support people in England who are living with one or more long term health conditions.

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- 2.14. One in four people in England live with a long-term health condition, and those in this group are twice as likely to be inactive, despite evidence that being active can help manage many conditions and reduce the impact and severity of some symptoms.
- 2.15. We Are Undefeatable was launched in 2019, and has a purpose to inspire, reassure and support people to be active by showing people living with a variety of conditions – both visible and invisible – on their own journeys to being active.
- 2.16. "We Are Undefeatable" is a collective movement supporting people with a range of long-term health conditions. The campaign is developed by 15 leading health and social care charities and backed by expertise, insight and significant National Lottery funding from Sport England. The purpose is to support and encourage finding ways to be active in a way that works for you and your health condition. You can read more about We Are Undefeatable [here](#).

Play Their Way

- 2.17. Play Their Way is a grassroots led campaign aimed at raising awareness of and supporting coaches to deliver rights-respecting practice, (known as child-first coaching), by sharing and collaborating on resources, learning and best-practice experiences.
- 2.18. The Play Their Way campaign was launched in May 2023, as a movement of coaches, organisations and individuals, raising awareness of rights-based coaching and child first principles to transform children and young people's experience in sport and physical activity. The campaign aims to support coaches in championing the delivery of rights-respecting practice and supports coaches in the delivery of the child-first principals of voice, choice and journey.
- 2.19. The campaign supports coaches to put children and young people's voices at the centre of their experiences in sport and physical activity. It advocates for them to share their views and be confident that their voices are heard and valued, play an active role in shaping sessions and have agency over the type of experiences and activity they want and need to develop. When you embrace child-first coaching every coach has the potential to transform lives. You can read more about Play Their Way [here](#).

Campaign evaluations

- 2.20. Sport England use evaluations to determine whether the campaigns are having the desired impact on the audiences which they are targeting. This tender is to support with quantitative tracking of campaign evaluation activity.
- 2.21. We use the COM-B and transtheoretical models to evaluate our campaigns and better understand behavioural changes within our target audiences. COM-B within our evaluations helps us explore how physical activity behaviour is influenced by individuals' perceived capability, opportunity, and motivation. Through this lens, we assess whether people have the necessary support in these areas to enable behaviour change. Specifically, we consider how a campaign might strengthen their capability, motivation, and opportunities to be active.

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- 2.22. We use the transtheoretical model to understand where our audiences are in the process of their behaviour change journey. The model provides a structured framework to identify the stages of change- from precontemplation (not thinking about being physically active), to contemplation (thinking about being physically active but not acting on these thoughts), to action (being physically active) and maintenance (sustaining physical activity levels). This approach allows us to look at how and when behaviour change occurs, allowing us to tailor our messaging accordingly. Through our quantitative tracking, we monitor where individuals fall within the stages of the transtheoretical model, as well as how their attitudes align with the key components of the COM-B model.

3. BACKGROUND TO THE REQUIREMENT

- 3.1. Although this tender is inclusive of all our campaign evaluations, the majority of the work is expected to focus on This Girl Can and therefore the quantitative tracking of women. This will include measuring campaign recognition, as well as assessing attitudes and behaviours. This Girl Can has recently celebrated its 10th birthday, and has moved into the newest phase of the campaign (Phase 6), which was launched in February 2025. We have therefore provided some more information about the latest phase of This Girl Can.

Phase 6 – Belonging Starts with Inclusion

- 3.2. This phase of the campaign will take place over the next three years. The campaign will continue to work towards the vision of creating a society where all women feel included in the world of physical activity regardless of background, age, shape, size or ability.
- 3.3. The phase has four overarching objectives, and these are to:
- 3.3.1 Decrease inactivity levels
 - 3.3.2 Increase activity levels
 - 3.3.3 Positively change attitudes
 - 3.3.4 Build a collaborative movement
- 3.4. The campaign activity in this phase is made up of various components, including 'Raise it', which aims to raise the sectors' awareness of the barriers to physical activity impacting women through media coverage, 'Shape It', which focuses on developing meaningful support and resources to help the sector become more inclusive, and 'Celebrate It', above the line campaign activity aimed at women. Celebrate it will be launching in September, so we are interested to see the impact it has on women once campaign activity goes live.

Audiences

- 3.5. To ensure no woman is left behind, we have adopted an intersectional approach to selecting our target audiences for the next phase. Using our newly developed Inequalities Metric, we identified the characteristics that most significantly impact minutes of activity.

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- 3.6. Our analysis shows that the more overlapping characteristics of inequality someone has, the less likely they are to be active. For an individual woman, having multiple characteristics has a greater impact than any single characteristic: Research | Sport England
- 3.7. Therefore, in the next phase of the campaign, although we will continue to try to positively influence all women, our focus will be all women on lower incomes and additionally those women on lower incomes who are also:
- 3.7.1 Aged 55-74
 - 3.7.2 Pregnant or with a child under one year old
 - 3.7.3 From Black communities
 - 3.7.4 From South Asian Muslim communities.

Therefore, we have five key audiences and we are calling women from these audiences ‘our women’.

- 3.8. We are taking an intersectional approach and are ensuring that we are also inclusive of the needs of people with disabilities and/or long-term health conditions.
- 3.9. Our insight work so far has highlighted that each of these groups are differentially impacted by a range of barriers in relation to physical activity. These can include cost and affordability, a lack of time, challenges around hair care, childcare responsibilities, guilt and a lack of motivation. Our women can experience feelings around a lack of inclusion in sport and physical activity. Many of our women can feel excluded by society, and in turn they exclude themselves from physical activity. All of these factors can therefore service as barriers to participation.

Previous/Current Contract

- 3.10. We have a current contract in place with Walnut Unlimited which has covered the last 6 waves of tracking. This has included two waves of full tracking and three pulse waves, and the first wave of sector tracking. These have taken place between November 2023 and will take us up to summer 2025, which will be the last wave of tracking within the current contract.

4. DEFINITIONS

Expression or Acronym	Definition
LSEG	Lower Socio-Economic Group

5. SCOPE OF THE REQUIREMENT

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- 5.1. The main part of this tender is campaign evaluation of This Girl Can, using quantitative brand tracking of women to do this. Sport England have procured suppliers to support with 30 waves of tracking over the 10-year history of the campaign. We are currently looking to procure a supplier to continue to conduct quantitative brand tracking of the This Girl Can campaign.

Aims and objectives

- 5.2. This piece of research aims to quantitatively track women's campaign awareness, recognition and reaction, as well as their attitudes and behaviors.
- 5.3. Track awareness of our campaigns and monitor reactions and claimed action as a result.
- 5.4. Understand the reach and impact of campaigns on different groups in the population, including the campaign's target audiences.
- 5.5. Identify ways to improve campaign performance in the future and priorities going forward
- 5.6. Capture insight on our target audiences, e.g. activity levels, attitudes, barriers, etc.

The data we gather should enable us to understand:

- 5.7. The **impact** of the campaigns on behaviour / attitudes / outcomes for different **types of people** (e.g. by demographics, segment, etc.)
- 5.8. The **nature of the changes in attitudes and behaviour** (e.g. type of activity, setting of activity, who with, etc – are these new behaviours or adapted behaviours)
- 5.9. The motivating factors behind any change in behaviour and attitude.

Methods

- 5.10. Suppliers will need to support the design of surveys and carry out the delivery of cross-sectional online tracking that measure campaign awareness, recognition and reaction, as well as attitudes and behaviours amongst our target audiences.
- 5.11. The main focus of this work will be to conduct these surveys for women. The size and type of the sample required will need to be flexible and may vary wave on wave. For example, as mentioned above, in the latest phase of This Girl Can, Belonging Starts with Inclusion, we are focusing on LSEG women as well as the specific LSEG audiences outlined above (LSEG from black communities, LSEG South Asian Muslim women, LSEG women who are pregnant or have a child under 1, LSEG women aged 55-74).
- 5.12. Suppliers will be required to recruit a nationally representative sample of 1250 women aged 14-74 years old for each wave of tracking. They will also be required to boost samples at least once a year for the specific target audiences, outlined

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above. We are interested to hear suppliers' views about the possibility of increasing the sample sizes of these specific groups more frequently. We would also be interested to hear any perceived risks with doing this more frequently than annually, if any. We also understand that most research panels don't typically include people aged under 16, but we are keen to include girls aged 14-16-year olds in our sample. We are therefore interested in hearing how suppliers would approach recruitment of this age group and manage their involvement appropriately.

- 5.13. The successful supplier will also need to collect demographic information through the surveys. This is particularly important as our campaigns are generally aimed at specific groups within the general population, for example this phase of This Girl Can is primarily focusing on LSEG women. It is therefore necessary to evaluate and track how we are performing with these audiences. Demographic groups we typically analyse by are gender, age, socio-economic status, long term health condition/disability, and specific ethnic groups.
- 5.14. Previously we have run campaign evaluation surveys of two different lengths:
 - 5.14.1 Full waves – these are around 15 minutes in length
 - 5.14.2 Pulse waves – these are around 10 minutes in length. These questionnaires are made shorter by taking a simpler approach to measuring participant activity levels via a single item measure, as well as asking attitudinal and behavioral questions
- 5.15. The sample size for each type of survey needs to be 1250. You can find examples of our most recent full and pulse waves in Appendix 1 previous full wave of tracking.docx
- 5.16. We assume most of the questions will remain the same as previous waves. However, we expect some flexibility and scope to make some changes in each wave.
- 5.17. We anticipate that we will include up to five open questions that require coding within the survey and therefore this should be factored into the costs- however we expect this to be adjusted in waves where they are not needed.
- 5.18. Successful suppliers will need to be able to:
 - 5.18.1 Design surveys and work with Sport England to develop the survey, reviewing and amending/adding/removing questions each wave
 - 5.18.2 Analyse the data, and be responsive to Sport England requests about how the data should be analysed and split
 - 5.18.3 Create and present reports highlighting key findings, reflecting on differences from previous waves, considering explanatory factors behind patterns in the data
 - 5.18.4 Conduct debriefs with the wider TGC team to present the results, as well as any emerging recommendations from the results

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- 5.18.5 Produce 'wave on wave' tables, comparing the current wave of data to historical waves
- 5.18.6 Add the questions and options for each wave of tracking into a spreadsheet where we collate the questions asked each wave, and note any changes in question or answer wording and/or options
- 5.19. Suppliers will also need to show a readiness to start research straight away, as we will run a full wave of tracking (with boosted samples for our target audiences) in November that will need to be planned and prepared in October.
- 5.20. In addition to this, we are interested to explore how our quantitative tracking surveys could be used to measure behaviour over a period of time/ long term behaviour change. We understand that campaigns alone cannot be expected to lead to long term behaviour change, but we are interested in hearing suppliers' suggestions about whether capturing long term behaviours over time might be possible and if so, how this might be carried out.
- 5.21. We also have 30 waves of tracking data and associated questions, and would require the successful supplier to undertake some work on this historical data/questions. We will work with the successful supplier to discuss redesigning our wave on wave tables. These tables look at data across all historical waves, and each wave of tracking data is added to this document. The redesign could include adding any questions into the data tables, or any cross breaks (for example having wave on wave tables for each of phase 6's target groups) that we would like the data to be analysed.
- 5.22. In addition to this, we would be interested in the feasibility/costs associated with creation of a dashboard to visualise key results from the This Girl Can brand tracking with our women.

Timelines

- 5.23. Every year, we run a full wave of tracking (with boosted samples for our audiences) every November. We expect there to be a wave of tracking undertaken in spring, around March/April, and one each the summer. However, this is an indicative timeline, and we expect this to be influenced by campaign activity.
- 5.24. We will work with the successful supplier to determine the finalised timelines. Sport England will also provide at least four weeks' notice before we would need a wave of brand tracking to be in field.

Sector tracking

- 5.25. The second part of this tender is to undertake a survey with people working or volunteering in the sport and physical activity sector and people who try to promote physical activity or support people to become more physically active. This is a smaller part of the tender, and the survey will be delivered annually.

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5.26. Previous research has informed thinking that there are a few groups that make up and influence the sector. These groups include:

- 5.26.1 **Shapers** - Policy-makers and industry leaders with significant reach and influence who can spread our message and build support for our cause (e.g. MPs, CEOs)
- 5.26.2 **Sharers** - The organisations and individuals with networks and scale who can help us reach, support and inspire the doers on the ground (e.g. Active partnerships)
- 5.26.3 **Doers** - a person or organisation that delivers physical activity, or makes (or wants to make) sport and physical activity happen in their community (e.g. Personal trainers, PE teachers, volunteers)
- 5.26.4 **Promoters** - a person or organisation who promote physical activity to movers, in their professional context. This could include the benefits of physical activity, or signposting people to information about physical activity. This category could include healthcare professionals and carers (for the purpose of the sector tracking research we are just focusing on healthcare professionals as promoters).

For the sector tracking research, we are focusing on sharers, doers and promoters.

Aim/objectives

- 5.27. The overall aim of this work is to develop a better understanding of campaign awareness amongst the sector, and how people who are aware of the campaign are using it and what impact it is having.
- 5.28. More specifically, the current thinking about the aims of this research are to:
 - 5.28.1 Understand the sector's awareness of the This Girl Can, We Are Undefeatable and Play Their Way campaigns
 - 5.28.2 Gain insight into the impact that these campaigns are having on the sector, for example whether information is being shared between groups in the sector, and whether there are changes in provision of more suitable sport and physical opportunities as a result of the campaign
 - 5.28.3 Understand how different providers within the sector are using the campaigns and/or the campaign resources to support others (e.g. sharers supporting doers) to change provision to make it more suitable for our women

Research questions

- 5.29. In order to gain in depth insights about the sectors awareness and impact of the campaign, we would like to answer the following research questions:
 - 5.29.1 What does campaign awareness and recognition look like amongst different audiences that make up the sector?

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- 5.29.2 What are people from the sectors reactions to the campaign?
- 5.29.3 How is the sector using the campaign and what impact is it having?
What factors influence its impact?
- 5.29.4 To what extent does the campaign influence sharers in how they support
doers to improve opportunities for our target audiences?
- 5.29.5 To what extent does the campaign influence doers to create more
inclusive opportunities for the target audiences- and what factors affect
this?
- 5.29.6 What has been the impact of changes made to create more inclusive
provision on participation rates among each campaigns' priority
audiences?

Methods

- 5.30. We expect the sector tracking research will happen annually (summer / early
autumn, depending on campaign activity) and aim to measure/track campaign
recognition and reaction amongst people working in the sport and physical
activity sector, or those who support people to try to become more physically
active.
- 5.31. We have worked with our current supplier to develop a questionnaire. This
questionnaire will need to be updated annually before it is sent out to the
sector.
- 5.32. We are looking for the successful supplier to recruit a sample of:
 - 5.32.1 N=200 of professionals working in the sport/physical activity space to
support women and people with long-term health conditions with being
physically active
 - 5.32.2 N=200 healthcare professionals supporting in the sport/physical activity
space to support women and people with long-term health conditions
with being physically active
 - 5.32.3 N=200 volunteers in the sport and physical activity space to support
women and those with long-term health conditions being active.
- 5.33. In addition to these samples, Sport England will support
dissemination/recruitment of people through our contacts, partners and
networks.
- 5.34. The successful supplier will be required to:
 - 5.33.1 Develop/amend/update this questionnaire
 - 5.33.2 Recruit participants from the sector and disseminate the questionnaire.
 - 5.33.3 Please note that Sport England will also support with recruitment of
people from the sector and will disseminate the survey to these
individuals, alongside the panel members. Therefore, the survey will

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need to be set up to support both your recruitment/dissemination methods as well as our own

5.33.4 Analyse the results of the surveys

5.33.5 Produce a report highlighting the findings of the survey

5.33.6 Deliver a debrief about the evaluation and research findings

5.33.7 Produce wave on wave tables, to help us track data trends across waves

5.33.8 Add the data to wave on wave tables combining historical data from our previous sector tracking surveys with the current version.

5.33.9 Add the questions (and options) that are asked into our existing tracking spreadsheet where we track which questions were asked each wave, and note any changes in question wording and/or options.

Other

5.35. If additional need for quantitative research to support campaign evaluation arise during the contract period, the successful supplier may be required to support with this.

5.36. The successful supplier may be required to support in the event that Sport England requires the evaluation of a new campaign.

5.37. In both cases, Sport England will support with the ask and supply any relevant materials needed.

Budget

5.38. The budget for this work will be £179,000.00 excluding VAT. We expect this to cover at least six waves of tracking. This contract is a call off arrangement. The first call off point will be after the full wave of brand tracking with women in November 2025 is run.

5.39. The anticipated timeline for the work is as follows:

Type of tracking / wave	Date
Full wave of brand tracking with women	November 2025
Full wave of brand tracking with women	March/April 2026
Sector tracking	Summer/early autumn 2026 (month TBC)
Pulse wave of brand tracking with women	Summer 2026 (month TBC)
Full wave of brand tracking with women	November 2026
Full or pulse wave of brand tracking with women (TBC, dependant on campaign activity)	Spring 2027

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- 5.40. The cost per wave will be agreed in advance of the field work being completed. Invoices will be paid after each wave is conducted, and suppliers will be required to submit an invoice which must include a valid purchase order number and detailed breakdown of the work carried out.

6. MANDATORY DELIVERABLES (SUPPLIER RESPONSIBILITIES)

- 6.1. We will agree on the final deliverables with the successful supplier at the start of the contract for flexibility, but anticipate that they will include:

Deliverables
A scoping meeting / phase at the start of the project (for each type of tracking e.g. TGC brand tracking, Sector tracking etc)
Regular project management updates - we would expect the successful supplier to engage in regular meetings with the contract manager at Sport England to discuss progress and milestones including: updates on the project progress at agreed intervals, including recruitment/sample, progress with quantitative tracking research milestones
Timelines for each wave of tracking carried out
Questionnaires for each wave of tracking, including a copy tracking changes from the previous wave. Working with Sport England to respond to and incorporate multiple rounds of feedback and amendments from Sport England
Delivery of questionnaire to meet agreed sample size / type of people agreed to deliver it to, including any required demographic variation
Quantitative analysis of each wave of tracking
A meeting with the internal team to feedback initial results following analysis
A short summary of headline findings – including key metrics relating to awareness and recognition of the campaign, claimed action in response, and general physical activity behaviour and attitudes. For existing campaigns, the summary should analyse previous data to include trends and comparisons.
Production of a report detailing the findings of each wave of tracking, produced after each wave has been completed. This should be a PowerPoint presentation detailing the findings and recommendations. For existing campaigns, reporting should be tracked- including both graphs and analysis. Please note that the PowerPoint presentation may be required to pass Sport England's accessibility requirements.
A verbal debrief session (presentation) for the project team outlining the research findings and recommendations (60 minutes)

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Raw SPSS files and full data tables in excel following each wave of tracking
Creating a wave on wave table for the Sector Tracking Research, adding in the first wave of results as well as any subsequent waves of data
Addition of data to our wave on wave tables for brand tracking with women
Addition of questions and options to our question tracking spreadsheet for each piece of research

7. NON-MANDATORY AND OPTIONAL DELIVERABLES (SUPPLIER RESPONSIBILITIES)

- 7.1. We would be interested in the feasibility/costs associated with creation of a dashboard to visualise key results from the This Girl Can brand tracking with our women

8. POTENTIAL, ACTUAL OR EXPECTED DELIVERY VOLUMES (IF APPLICABLE)

- 8.1. Brand tracking survey of women: Suppliers will be required to recruit a nationally representative sample of 1,250 women aged 14-74 years old for each wave of tracking. They will also be required to boost samples at least once a year for the specific target audiences. Full waves should be around 15 minutes in length and pulse waves should be around 10 minutes in length. We anticipate that we will include up to five open questions that require coding within the survey and therefore this should be factored into the costs.
- 8.2. Sector tracking survey: We anticipate that this survey will happen annually. The sample recruited by the supplier should include: 200 professionals working in the sport/physical activity space to support women and people with long-term health conditions with being physically active; 200 healthcare professionals supporting in the sport/physical activity space to support women and people with long-term health conditions with being physically active, and; 200 volunteers in the sport and physical activity space to support women or those with long-term health conditions being active.

9. LOCATION

- 9.1. Due to the nature of the contract the services will be delivered remotely

10. BUYER RESPONSIBILITIES

- 10.1. Not applicable

11. KEY MILESTONES AND DELIVERABLES

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11.1. The following Contract milestones/deliverables shall apply:

Milestone / Deliverable	Description – Survey waves	Expected Timeframe or Delivery Date
1	Full wave of brand tracking with women	November 2025 March/April 2026 November 2026 Spring 2027 (TBC if full or pulse)
2	Sector tracking	Summer/early autumn 2026
3	Pulse wave of brand tracking with women	Summer 2026 Spring 2027 (TBC if full or pulse)
Milestone / Deliverable	Description – Survey wave deliverables	Expected Timeframe or Delivery Date
4	A scoping meeting / phase at the start of the project	Initial scoping meeting within 2 weeks of Contract Award
5	Regular project management updates	Format and timing to be agreed with Sport England during scoping phase
6	Timelines for each wave of tracking carried out	Within 2 weeks of survey wave being called off
7	Questionnaires for each wave of tracking	First draft within 2 weeks of survey wave being called off
8	Delivery of questionnaire to meet agreed sample size	Within agreed fieldwork period for survey wave
9	Quantitative analysis of each wave of tracking	Within 1 month after the end of the fieldwork period

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10	A meeting with the internal team to feedback initial results following analysis	Within 2 months after the end of the fieldwork period
11	A short summary of headline findings	Within 1 month after the end of the fieldwork period
12	Production of a report detailing the findings of each wave of tracking, produced after each wave has been completed.	Within 2 months after the end of the fieldwork period
13	A verbal debrief session (presentation) for the project team outlining the research findings and recommendations (60 minutes)	Within 2 months after the end of the fieldwork period
14	Raw SPSS files and full data tables in Excel following each wave of tracking	Within 2 months after the end of the fieldwork period
15	Creating a wave on wave table for the Sector Tracking Research	Within 2 months after the end of the fieldwork period
16	Addition of data to our wave on wave tables for brand tracking with women	Within 2 months after the end of the fieldwork period
17	Addition of questions and options to our question tracking spreadsheet for each piece of research	Within 2 months after the end of the fieldwork period

12. SUSTAINABILITY AND CARBON NET ZERO

12.1. Not Applicable

13. SOCIAL VALUE

- 13.1. Sport England recognise that our duty to achieve best value with public money and this requires us to consider and investigate economic, environmental and social aspects and outputs in relation to the purchasing decisions we make. Through our procurement processes and activities, we aim to minimise the negative impacts associated with goods, services and works and their associated supply chains and maximise potential benefits including social value. This commitment is regulated in service contracts by the Social Value Act 2012.
- 13.2. The Supplier must provide a quarterly report at contract management meetings setting out what they have done to tackle economic inequality. This should include how they have influenced staff, suppliers, customers and communities through the delivery of the contract to support the Policy Outcome. e.g.

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engagement, co-design/creation, training and education, partnering/collaborating, volunteering.

14. STAFF AND CUSTOMER SERVICE

- 14.1. The Supplier shall provide a sufficient level of resource throughout the duration of the Contract in order to consistently deliver a quality service.
- 14.2. The Supplier's staff assigned to the Contract shall have the relevant qualifications and experience (as detailed in the Mandatory Requirements Section) to deliver the Contract to the required standard.
- 14.3. The Supplier shall ensure that staff understand the Buyer's vision and objectives and will provide excellent customer service to the Buyer throughout the duration of the Contract.

15. CONTINUOUS IMPROVEMENT

- 15.1. The Supplier will be expected to continually improve the way in which the required services are to be delivered throughout the Contract duration.
- 15.2. The Supplier should present new ways of working to the Buyer during monthly Contract review meetings.
- 15.3. Changes to the way in which the Services are to be delivered must be brought to the Buyer's attention and agreed prior to any changes being implemented

16. SECURITY AND CONFIDENTIALITY REQUIREMENTS

- 16.1. The Security Policy at Order Schedule 9 for the Framework will apply.

17. PRICING MECHANISM

- 17.1. The Price Schedule in the contract must be an explanation of the pricing mechanism and costs once the winning bidder has been determined. Prices submitted should be fully inclusive (Ex VAT & in GBP), fixed, current and not subject to variation.
- 17.2. Price is defined as the total contract value, which includes the cost of the services over the term of the contract plus any transition costs and associated delivery/collection costs including expenses which are subject to approval by the Authority. Arithmetic in tenders will be checked and if any errors are found, the Tenderer will be notified and requested to confirm or withdraw the tender. If rates, rather than an overall price, are stated within the tender, an amended tender price may be requested to accord with the rates.
- 17.3. All prices are excluding VAT.

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17.4. All prices are inclusive of expenses, such as travel and subsistence.

18. PAYMENT AND INVOICING

18.1. All invoices must include a valid purchase order number.

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

18.3. Before payment can be considered, each invoice must include a detailed elemental breakdown of work completed and the associated costs.

18.4. Invoices should be submitted to: Finance.Payments@sportengland.org

19. CONTRACT MANAGEMENT AND KEY PERFORMANCE INDICATORS

19.1. The supplier will need to:

19.1.1. Designate an account/project manager who will act as Sport England's first point of contact for the project. Sport England may change its Contract Manager at any time on providing notice to the Supplier of such change. The Supplier shall not change its Contract Manager without the prior written approval of Sport England. Such approval shall not be unreasonably withheld or delayed.

19.1.2. Hold regular contract management meetings. The frequency of meetings and progress updates will be agreed between Sport England and the supplier but are expected to be at least every 2 week(s) throughout the contract term.

19.2. At each contract management meeting, the supplier will report the latest progress on the project and any issues or risks, issues, or challenges to the success of the project.

19.3. The Buyer will measure the quality of the Supplier's delivery by:

	KPI	Timeframe/Delivery Date
1	Regular and timely communication, including project management catch ups and clear communication around challenges experienced	To be confirmed during inception planning stage
2	Suppliers are responsive to requests and needs from Sport England	To be confirmed during inception planning stage
3	Timely recruitment of appropriate samples, supplier meets agreed sample sizes	To be confirmed during inception planning stage

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4	The suppliers are considerate of, and use appropriate and accessible methodologies that are culturally appropriate, given the audiences that we are working with	To be confirmed during inception planning stage
5	Timely delivery of the research and deliverables	To be confirmed during inception planning stage
6	Budgets are planned and adhered to, and remain within the limits set out	To be confirmed during inception planning stage
7	Potential risks are considered and strategies are planned to mitigate risks. If they do arise, the supplier proactively suggests solutions that help to overcome these risks and discuss these with Sport England in the first instance	To be confirmed during inception planning stage
8	The supplier integrates community integration and co-production (Social Value) into the work and the impact beyond this e.g. on the wider community	To be confirmed during inception planning stage

19.4. Attendance at contract review meetings shall be at the supplier's own expense. Meetings will be agreed at implementation stage.

20.EXIT REQUIREMENTS

- 20.1. Sport England hold the right to cease the work at any time during the project.
- 20.2. Any data or information that has been collected by the supplier as part of the contract must be transferred or handed back to Sport England when the contract comes to an end. This includes any transcripts, analysis files or written reports.
- 20.3. Suppliers must delete raw data six months after the end of the contract.

21.INTELLECTUAL PROPERTY RIGHTS

- 21.1. Unless otherwise agreed, any intellectual property created through the completion of the required services will be owned by Sport England. If a bidder's proposal makes use of intellectual property they have created (and they own), then they should set out what rights Sport England will have to its use both during the contract and after completion of the contract.

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Supplier Response:

Skills and Experience

Introducing Walnut Unlimited

Walnut Unlimited is extremely well-placed to partner with Sport England (SE) on this contract. With specialisms in behaviour change, brand/campaign tracking and research among 'excluded' people, we bring embedded knowledge and expertise having successfully delivered the tracking for the last four years. We have developed a strong understanding of SE's organisational imperatives, ways of working and phase 6 strategy, continually developing our approach to best support and advise SE to increase physical activity across England. **We have specialist in-house public sector, quantitative, brand and comms, and science teams:** Walnut's specialist Public Affairs team comprises 11 public sector research experts delivering projects in the UK for clients including Cabinet Office, HMRC, Acas etc. We're supported by our **specialist Brand and Comms team** of 16 researchers, comms specialists, neuroscientists and 6 **behavioural science specialists**. All our work is infused with the latest behavioural science thinking, and we are experts in applying behavioural frameworks, including COM-B, EAST, the Transtheoretical Model (TTM) as well as our proprietary frameworks to identify insight and recommendations grounded in the human experience.

We love working collaboratively with our clients and as part of this contract our experience gives SE

free ad hoc advice on individual projects from key members of the team; invitations to our regular Brainy Bar events which share the latest thinking on brand and comms; invitations to bespoke training sessions on topics of interest such as behavioural and neuroscience application in insight and creative industries. Promoting the work of SE is important to us so we will enter research and communications awards to showcase your work.

Our experience carrying out communications evaluations for behaviour change campaigns

Understanding the impact of This Girl Can (TGC) on activity levels: Walnut have been SE's trusted partner to deliver the TGC brand tracking amongst women and girls since 2021. Whilst this has primarily focused on longitudinal tracking amongst the campaigns' overall target audience (women and girls aged 14-60, now 14-74), over the past year we have worked collaboratively with SE to re-shape our questionnaire and analysis around the emerging phase 6 strategy and logic model to ensure the foundations are in place for SE to monitor the impact of phase 6 activities on the key outcomes when ATL activity launches in September 2025. To support collecting baseline data, we have delivered **boost samples of 'our women'** in our November

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tracking wave. Including these boost samples has helped us to build an understanding of some of the challenges of recruiting these audiences and how to use wider data such as Active Lives to interrogate our findings. Walnut have embedded our behavioural science expertise throughout this research, from monitoring how women and girls' activity levels are changing over time (**TTM**) to previously using our proprietary '**Human Understanding Model**' (**HUM**) to monitor the attitudes, behaviours, and contextual factors at play. Our story-led analysis and reporting tells the current picture of each campaign, alongside recommendations for how TGC can continue to be developed based in our brands & comms expertise. We also deliver wave-on-wave data tables and **an interactive dashboard** of the KPIs.

Monitoring safe driving behaviours and campaign impact for National Highways:

Walnut have been working with National Highways since 2019, to evaluate a range of campaigns targeting drivers and riders to safer driving behaviours. Evaluations have been among target audiences including bikers, HGV drivers and the general public, and generally take a pre/post campaign approach. We use logic models to support the design of the evaluations and KPI setting alongside COM-B to analyse behavioural change and campaign impact. Certain evaluations also include a Reaction Time Testing module to understand particularly complex attitudinal and behavioural shifts. Walnut deliver insight-led PPT report and debriefs to comms stakeholders, across both paid-for and low-no-cost campaigns, and have designed a dashboard tracking KPIs across all campaigns.

Measuring the impact of taxation behaviour change campaigns: Each year the DVLA put out a campaign to aim to reduce tax evasion behaviours among key audience segments, which Walnut has been evaluating since 2019. At the beginning Walnut worked closely with the client on the design of the research, hosting a workshop to develop the logic model and utilising the **COM-B model of behaviour change** when designing the questionnaire. We have delivered on-going tracking of the campaign, using behavioural science insight to support with message development – such as the principle of social proof.

Driving positive behaviours towards blind and partially sighted people amongst the general public: Since 2020, Walnut has worked with the Royal National Institute of Blind People (RNIB) to monitor attitudes and behaviours towards blind and partially sighted people amongst a nationally representative UK audience. As RNIB's needs for the research have changed, Walnut have evolved this tracker to include pre-post evaluations of key public-facing campaigns, alongside re-shaping the questionnaire around the **COM-B model** to identify the key attitudinal and emotional drivers and barriers in the public interacting with blind and partially sighted people. Through Walnut's story-led reporting we have identified these key barriers and utilised our behavioural science **Shortcuts framework** to provide recommendations for future communications aimed at the general public.

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Nudging consumers along the EV journey: On behalf of VWFS, Walnut utilised the **TTM** to understand where a sample of UK drivers currently sat in relation to purchasing an electric vehicle (EV). Using the TTM as a lens for analysis, we identified the biggest drivers and barriers at each stage of the EV journey and used our shortcuts framework to provide recommendations for how VWFS should communicate with each TTM group to nudge them along the behavioural curve.

Our expertise with the ‘women’ audience

First and foremost, Walnut have expertise conducting research with women and girls aged 16-74, as well as the four phase 6 LSEG target audiences, having delivered the TGC brand tracking since 2021. This includes designing sample specifications; writing questionnaires around their specific drivers and barriers to physical activity; and conducting analysis that brings in wider context. Beyond this, we have a wider set of experience conducting quantitative and qualitative research with women and girls, including but not limited to: understanding women and girls’ experiences of personal safety in fitness spaces (ukactive); tracking awareness of baby product campaigns amongst mums and pregnant women (Danone); exploring experiences of grassroots rugby (RFU) and perceptions of physical appearance amongst Black and South Asian communities; testing nutritional products with older women; and exploring teenage girls attitudes to physical activity (Studio You). All these samples have included women and girls from lower socioeconomic grades. This combined experience has grounded us in deep understanding of how to demonstrate empathy and cultural sensitivities from design through to analysis and reporting; the ethical and practical considerations required, including data management; and, how to reassure participants throughout a project so they feel seen and heard.

Walnut will have additional insight into these women and girls throughout the contract as we are undertaking the qualitative campaign evaluation. Via quarterly sharing sessions across the two teams we will develop a more nuanced and considered approach to engaging specific groups of women, the barriers they face to engaging and sustaining physical activity and how to embed this across the quantitative research. Where additional insight on these audiences is required, Walnut can call upon female staff members with lived experience of being part of these groups to provide this insight; or if not available, we can carry out desk research or harness other available tools such as our in-house AI platform (LUCA).

Our expertise with the sector audience

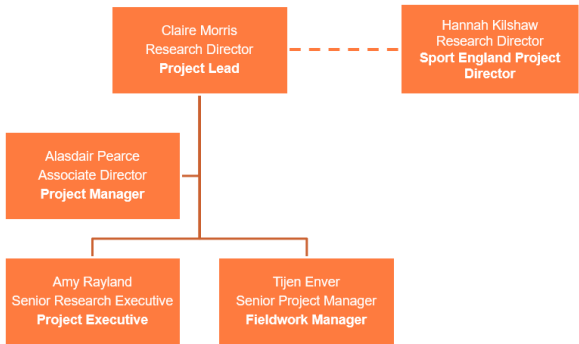
Walnut approach this contract with existing knowledge of the sector, having undertaken exploratory qualitative work earlier this year with Doers and having recently launched the first wave of quantitative sector tracking including Shapers, Sharers, Doers, and Promoters. We have finished fieldwork, achieving the quotas for the three key audiences, and feel confident we will be able to deliver this again for SE. This will be further solidified through the qualitative research with the sector that Walnut

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will undertake as part of the qualitative tracking evaluation, with any learnings from this and the first wave of quantitative tracking applied to future waves. Outside our work with SE, Walnut have previous experience working with sector audiences: talking to coaches about their experiences of rugby (RFU); exploring health advice with healthcare professionals and personal trainers; understanding drivers and barriers of business behaviours amongst CEOs and business directors (DBT, HMRC); and feeding into the development of the PTW campaign (CCC). Walnut’s sister agency Health have vast experience working with HCPs and patients with long-term health conditions and can provide insight on these audiences where necessary.

Our expert team for this research project



The core team proposed strikes the right balance of seniority and experience, with team members selected for their methodological and topic area expertise. The same team will be maintained for the TGC brand tracking and sector research to ensure consistency and efficiency across the two workstreams.

Claire will be **Project Lead** and will

oversee the research from design to reporting, quality checking and signing off all outputs. Claire is an expert in applying quantitative methodologies to understand challenging behavioural and communication questions, having managed large quantitative research projects on behalf of Citizen’s Advice, National Highways, DVLA, NHS departments and universities. Claire has previously managed the Sport England TGC contract and therefore brings knowledge of the organisation and the project. Claire has experience providing concise, accessible outputs, as well as designing and analysing surveys for hard-to-reach and vulnerable audiences. **Alasdair** will be the **Project Manager**. He will support Claire across the contract by taking on the day-to-day running of the research, being your main point of contact and taking responsibility for material design and leading on the analysis. Alasdair is a brand and comms specialist, having previously worked at Thinks Insight. His work spans comms development in both the public and private sectors, for government departments such as Home Office and Cabinet Office, as well as for East West Rail. In her role as **Project Executive**, **Amy** will include support Alasdair with designing materials, co-ordinating fieldwork with Tijen, assisting with analysis and leading on the reporting process. Amy brings insight of the key audiences and sector having worked with Sport England on all projects since she has joined Walnut, including the TGC and sector brand tracking, the qualitative work with Doers, and the joint projects with Ukactive and Studio You. Amy therefore brings her perspective and insights from across SE workstreams. Additionally, Amy has worked with several clients on campaign and behaviour change research, such as for RNIB, NSPCC, VWFS, HMRC, and DBT.

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Tijen, Fieldwork Manager, is a dedicated sample specialist and will have oversight of all project management functions, including panel management, sampling, and ensuring compliance with project management policies, as well as ensuring quality in all data collected. Tijen works with the Public Affairs team on many of their largest client accounts including SE and National Highways.

The core research team will be supported by other members of Walnut's specialist Public Affairs team where concurrent waves of campaign tracking are taking place, or where sector tracking overlaps with campaign tracking.

As **Project Director across Sport England activity**, **Hannah** will ensure that the qualitative and quantitative strands of work align and integrate as far as possible to deliver a strategy lens for SE. Hannah has more than 15 years' experience in social research and currently delivers some of Walnut's largest public sector comms contracts, including for Sport England, National Highways, and DVLA. As one of Walnut's leading behavioural science experts, she regularly implements models and shortcuts frameworks to provide insight-led, actionable recommendations for clients. Hannah has also directed several projects with our key audiences including for Ukactive, Studio You, and Children's Coaching Collaborative.

Walnut ensures a thorough internal set up process, clearly briefing all team members on their roles and responsibilities, with regular check-ins for accountability. Assigning the day-to-day contact will provide smooth comms with the SE team and further ways of working with you will be established during the contract set up.

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Method**DELIVERY**

As Sport England's quantitative tracking evaluation partner for the last 4 years, we understand the need for flexibility around campaign planning, coupled with the need to better understand how the campaigns are reaching and engaging 'our women' audiences. Thus, we can deliver:

Wave	LOI (mins)	Sample	
2 x women annual tracking wave (Nov '25 / '26)	15	n=1250	+ n=800 boost
3 x women pulse / ad hoc waves (spring '26 / summer '26 / spring '27)	10/15	n=1250	+ n=800 boost
1 x sector tracking wave (summer '26)	15	n=600	+ client contacts

With our experience of delivering campaign tracking to time, to budget and specification, in line with [GCS](#), and [Magenta](#), we have considered how to improve and elevate our approach.

OUR WOMEN CAMPAIGN TRACKING

Methodology: We will continue to deliver a robust online ad-hoc survey to maintain continuity with previous tracking waves. Most of the sample is a nationally representative sample of women in England, and an online approach is a cost-effective, appropriate and accessible method. For the phase 6 target audiences of LSEG women, LSEG from black communities, LSEG South Asian Muslim women, LSEG pregnant women or with a child under 1 and LSEG women aged 55-74, an online approach is also the most effective. We use panels to access all our women sample. Panel partners send out survey invites to the sample which means they are effectively targeted, are communicated with in a way that matches their demography, are properly compensated (via incentives) and can complete surveys around their busy schedules.

Recruitment: The sample frame of women & girls aged 14-74 in England would draw from our trusted panel partners in proportion to known population characteristics. We use a quota-based approach to interviewing ensuring the sample profile matches the target population, and apply weights by age, gender, region, ethnicity and social grade using latest population estimates. Each survey excludes against the previous campaign wave, ensuring responses are reflective of attitudes and not influenced by research. For anyone under the age of 16, we require parental consent. To do this we target parents, gaining their consent before they pass the survey over to their child to complete.

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Core our women sample: The sample frame would draw from panel partners Toluna (maintaining sample consistency over time). We will maintain the current quota profile. These reflect 2021 census data by women, representative on age, social grade, region, ethnicity and disability.

	Age							Social grade (SEG)				Disability		
	14-15	16-20	21-30	31-40	41-50	51-60	61-74	AB	C1	C2	DE	Yes	No	
n=	50	100	200	220	210	220	250	288	425	250	288	1012	125	
%	4	8	16	18	17	18	20	23	34	20	23	81	10	
MoE	14%	10%	7%	7%	7%	7%	6%	6%	5%	6%	6%	3%	9%	
	Ethnicity					Region (England)								
	White	Asian	Black	Mixed	Other	NE	NW	YH	WM	E	L	SE	SW	EM
n=	1012	125	50	38	25	63	163	125	125	138	200	200	125	113
%	81	10	4	3	2	5	13	10	10	11	16	16	10	9
MoE	3%	9%	14%	16%	20%	12%	8%	9%	9%	9%	7%	7%	9%	9%

Each wave we'll achieve c. n=30 new mums/ c. n=260 inactive/ n=660 fairly active / n=330 active.

Boost sample: The approach to the boost audiences is imperative to supporting SE with phase 6. We believe we can improve our current approach to the boost sample by delivering **more frequent boosts** (at three waves a year); and delivering **better representation**. In previous boosts, we have found variability in activity levels, and that we have interviewed a more active sample than Active Lives shows. We will set more precise monitoring quotas on each of the four groups to overcome this. We can also look to weight the sample going forwards if we can build a known profile of each of the 4 audiences with SE. The sample frame will be drawn from PureProfile and Catalyse with the following monitoring quota profiles:

LSEG women..	..aged 55-74 (n=200)	..Black (n=200)	..South Asian Muslim (n=200)	..Pregnant/with child u1 (n=200)
Age	55-64/ 65-74	14-20/ 21-40/ 41+	14-20/ 21-40/ 41+	20-34/ 35- 50
Ethnicity	White / all other			White / all other
SEG	C2/DE	C2DE	C2/DE	C2/DE
Activity levels	Active/ fairly active/ inactive	Active/ fairly active/ inactive	Active/ fairly active/ inactive	Active/ fairly active/ inactive

Risks: With the boosts we can exclude participants by the last wave, but we cannot set any additional exclusions. Thus, we will likely interview some of the same boost sample over the two-year contract. We do not believe this will change their responses to their activity behaviours, but it could make them more aware and/or engaged with TGC. Each wave we will monitor boost groups TGC brand and campaign reach and

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engagement levels against the general women sample and flag any concerns during fieldwork and analysis. We will also create a rolling average metric for key questions (recognition / activity levels etc) by boost group to monitor if we see increasing levels over time.

Questionnaire content: We would maintain the current questionnaire structure: 1) activity metrics 2) general attitudes and behaviours (outside of campaign activity) 3) campaign evaluation. Within the campaign evaluation section, we track the impact of the TGC brand and on-going low/no-cost activity, and then tailor to specific campaigns, aligned to the campaign logic model. We include unprompted and prompted recognition, channel awareness, salience and call to action. A consistent approach to capturing campaign impact ensures that different campaigns can be compared, so marketing and comms teams can see the impact of different activity and partnerships. We can include 5 open ends to capture a more detailed understanding of campaign impact but would also like to discuss with SE the value of including Reaction Time Testing (where we capture implicit reactions) into the campaign evaluation section to understand unconscious responses as this can provide a truer picture of impact.

Approach to understanding behaviour change: We can measure long term behaviour change via brand tracking. We do this by capturing consistent perceptions and behaviours (outside of brand and campaign metrics), so whilst we will understand how a campaign has shifted specific attitudes, these broader set of measures tells the wider picture. These wider metrics still need to ladder up to SE's overall strategy to increase physical activity levels, and we do this via the theory of change (ToC). A ToC defines clear objectives to track in the short-, medium- and long-term which builds a more complete picture of how shifting attitudes lead to longer-term behaviour change. Frameworks such as COM-B and the Transtheoretical Model (TTM), which we have a wealth of experience using, provide a nuanced interpretation of the findings. However, we also draw on wider sources to support our understanding, such as the SE qualitative tracking, Active Lives, contextual social, economic and political factors, e.g. from our What's Moving the Nation data or social media analysis.

Reporting: Each wave we deliver varied outputs to support stakeholders with their insight needs. This includes data tables, wave-on-wave data tables, an interactive dashboard, a KPI report, a full evaluation PPT report and a debrief. In our reporting we:

- Create a story that focuses on what's important – we don't track every question for the sake of it – but we include KPIs and key trend data
- Align our storytelling to TGC brand and campaign objectives so it's easy for stakeholders to understand how to use the insight in their work
- Incorporate media planning stats and partnership evaluation data for a holistic picture of impact

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- Use behavioural insight in our storytelling to provide depth of understanding to each audience, using frameworks like EAST to design recommendations
- Show tracking narratives for the big picture, whilst deep diving into current wave data and context to provide a strategic perspective
- Summarise key trends and strategic implications at the beginning, throughout and end

We currently deliver a bespoke excel **dashboard**, with KPIs tracked over time, and the ability to filter each question by specific sub-groups. We can continue to deliver this via excel, or an online tool. There are benefits to both and it depends on stakeholder needs. We would take SE through each option and decide how to take it forward.

Regardless, we believe we should do an audit of the current dashboard to ensure that it meets on-going needs – thinking about sub-groups of interest, metrics to include etc.

THE SECTOR CAMPAIGN TRACKING

Methodology: To maintain the current approach, which is cost-efficient and appropriate for reaching the specific target audiences, we propose an ad-hoc online survey. Again, we are working with specialist panel partners to reach these audiences; they send out survey invites to the sample which means they are effectively targeted, are communicated with in a way that matches their demography, are properly compensated (via incentives) and can complete surveys around their busy schedules. We assume SE will also want to engage your own networks in the survey.

Recruitment: Our sample frame will be drawn from two panels, PureProfile and TestSet. We will quota based on each of the three key audiences: professionals working in the sport/physical activity space, HCPs and volunteers. In the first wave of tracking (currently being undertaken) we have not set any quotas beyond this. We believe it's important to maintain this overarching consistency, but more specific quotas will prove challenging not only because it is hard to spec out the demographics of each of these audiences. We should be led by the overarching requirement for the research – which is to dip into the sector and understand how SE campaigns are reaching and supporting.

For client sample recruitment, we provide a generic survey link, sample email invite and social media text, and a Q&A document to support with survey dissemination. We will not set any quotas on this sample, allowing anyone eligible to participate. We will support SE with managing this process, providing an email contact for participants/organisations to contact us, and would welcome SE sharing a timeline of the different organisations being engaged with and when this will happen to support SE more fully. We are not offering an incentive for this sample.

Sample: We will deliver n=600 interviews of the target audience who engage with your audiences of women and girls and those with long-term health conditions (n=200 professionals working in the sport/physical activity space, n=200 HCPs and n=200 volunteers). Experience from the first survey, where we have currently seen higher

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than expected levels of engagement with campaigns in the panel sample, highlight the importance of QC checks. We undertake a substantial number of QC checks (e.g. flatliners, nonsensical open text responses etc) but it is also important to develop a set of specific checks (e.g. Q24 vs. Q34A) for contradictory answers.

Questionnaire content: We have worked closely with SE to design the first questionnaire, conducting cognitive interviewing to ensure it is clear and simple. There is a thorough screening section, to ensure that it isn't clear who we want to target in the survey, minimising the potential for people trying to find the 'right' path through the survey. Then follows three campaign sections, one for TGC, WAU and PTW, so that it is clear to respondents what they are being asked about. Within campaign sections, we have developed question sets specific to Doers (personal), Doers (organisation), Sharers and Promoters to ensure they reflect SE strategy and the different ways each audience can be using or engaging with a campaign. We assume over time these campaign sections may need to evolve to capture new campaign resources and support these being developed.

Reporting: At each wave we deliver varied outputs to support different stakeholders with their insight needs. This includes data tables, wave-on-wave data tables, a KPI report, a full evaluation PPT report and a debrief. The sector survey report will:

- Report on the sector as a whole: with overarching themes across groups and campaigns for SE to understand the bigger picture
- Deliver individual campaign stories: so that different stakeholder teams can easily understand what it means for their work
- Be focused on outcomes: the aim of the sector tracking is to understand reach of the campaigns, how they are being used and what impact this is having on target audiences.

ANALYSIS

Our approach to analysis across both strands will be:

- **Structured:** we produce a set of data tables per wave, as well as wave-on-wave tables to easily identify themes. We base our analysis on significantly different results (at 95% confidence level) either within groups (e.g. LSEG vs. HSEG for our women / HCPs vs. volunteers for example for the sector) or over previous waves. We note incremental long-term shifts, that may not be statistically significant in the short term but show an overarching behavioural trend that is important for SE to be aware of.
- **Collaborative:** we provide data in a timely manner (KPI report, dashboard (for women), data sets early on), hosting combined analysis sessions to feed off joint thinking, and allowing for iteration. Our internal process is to write an analysis plan, linked to campaign objectives, so we structure our approach. From this we write a storyboard for SE to review and sign off, outlining the key themes we will report for each wave. We will integrate the qualitative tracking insight into our quantitative tracking analysis for a coherent analytical approach.

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- **Strategic:** For our women, we use COM-B and the TTM as a framework to analyse findings, examining at an overall sample of women, but particularly focusing on LSEG women, LSEG recognisers, activity levels, and the four boost groups. For the sector, there are several ways to analyse the data set but the most productive are at a combined total level (panel + client sample) and by influencer group (doer, sharer, promoter). Within those, if sample permits, we will explore the impact of campaign recognition, audience engaged with (e.g. LSEG our women / those with a disability etc) and types of resources used.

EVALUATING A NEW CAMPAIGN

For a new campaign evaluation, we will follow the GCS OASIS approach.

- **Objectives:** we support with creating a ToC to understand what the campaign is trying to achieve, aligned to the policy aim and the communications remit. These are best conducted via collaborative, moderated workshops that Walnut can host, based on behavioural science.
- **Audience and insight:** support with analysing secondary insight about the target audience and the intended behaviour change, identifying gaps in insight that may warrant new primary research, whether that be via social media or engaging with target audiences. Our in-house capabilities including an omnibus, specialist qualitative and quantitative teams, behavioural- and neuro-science experts can support across this.
- **Strategy and idea:** our approach to this will depend on campaign spend, but for paid-for campaigns we recommend a mix of qualitative and quantitative testing, to explore creative territories, imagery, messaging and impact. We use Reaction Time Testing to understand emotional reaction and persuasive potential, including in-situ or A/B testing. An **RCT**-style pilot testing campaign assets in a specific area, with a similar region or rest of England as a control, may also be appropriate. For **low-no** cost campaigns, we can undertake light-touch testing, such as in-depth interviews with specific audiences.
- **Implementation:** we run logic model workshops with the comms teams, aligned to COM-B, to map out each campaign. We use baseline and norms data to develop **KPIs**. KPIs should be proportionate, reflect the logic model, media plan, spend, partnerships and target audiences, based on statistically significant shifts.
- **Scoring and evaluation:** if this was a new TGC campaign we would incorporate the evaluation into this current tracking approach, however if it was a different audience we recommend a separate tracking methodology to ensure it reflects the campaign target audience. As with our current campaign tracking approach, we would be monitoring outputs, outtakes and outcomes, working with SE to create the question set to meet the logic model and campaign objectives. We will deliver a set of outputs, the scale of these dependent on the campaign and spend, but they will be targeted to the stakeholder set, delivering key insight and recommendations.

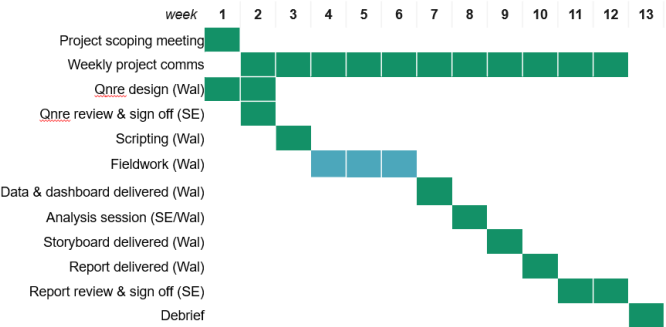
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Project Management

Team and Resourcing

We are proposing a core team of 4 researchers, with varying seniority to manage roles and responsibilities. Claire will lead the work, supported by Alasdair, your named project manager, and Amy who brings huge experience running the current quantitative tracking projects. An experienced Research Director, Claire will quality check and have sign off on all proposals, research materials and deliverables. Alasdair will lead the day-to-day running, leading on research material design and analysis approach. Amy will manage the reporting process and fieldwork, in collaboration with Tijen, who will manage sample and fieldwork project management.



Project plan and timescales: Our key milestones are outlined here for a full wave of tracking with women (with boosts). We work collaboratively with SE during questionnaire design, analysis and reporting phases, which could include ad hoc meetings.

Readiness to work: As the current supplier to SE for the quantitative tracking we assume a smooth on-boarding contractual process, plus we already have deep knowledge of the questionnaire, and the survey is already scripted in our software so we can hit the ground running. As we are currently running pulse W31 we are in communication with the panel partners and have had active conversations with them about the approach to boosts so they are prepared. We are working with trusted partners who we already have SLAs in place. Our systems and ways of working already align to SE’s expectations. We are ISO 20252 and 27001 accredited, and a member of the Market Research Society’s (MRS) Company Partnership Scheme, and all staff have signed an agreement to abide by the MRS Code of Conduct. We follow best practice from Government Social Research (GSR) and the Social Research Association (SRA). Walnut is registered with the Office of the Information Commissioner as a data controller.

Ways of working: Each proposal is scoped thoroughly after being briefed by SE, and a proposal submitted to SE for sign-off. We will host weekly contract review meetings, which the senior team will attend, plus ad hoc meetings when required and send via email weekly project management updates. Walnut will provide the first draft of each questionnaire for SE review and then work collaboratively to a final version. We invite SE and relevant stakeholders to attend analysis sessions to build on joint thinking, and Walnut send a storyboard of each report for SE to sign off to ensure we are being efficient in our reporting process. Each report is sent to SE for feedback before being

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signed off. We will propose a debrief for each project to share findings with stakeholders in a collaborative and open manner. WE have clear escalation procedures, using a RAG system in progress updates to highlight issues. Issues assigned 'red' require urgent action. SE will be notified within 24 hours with a plan to address the issue. If needed to be escalated further this would be dealt with by the Managing Director.

Working with qualitative tracking team: We see real value for SE in delivering both sets of tracking. The quant team will read the monthly pulse checks insight. We will also hold quant/qual quarterly sharing sessions, which SE are welcome to join, to build on joint learnings and develop emerging hypotheses. Hannah will act as the conduit between the quant and qual teams to share learnings effectively, attending all analysis sessions and reviewing all outputs to ensure a consistent picture for SE. In agreement with SE and after reviewing risks, we could also use the qual panel to support with developing code lists or question themes for the quantitative survey.

Continual improvements: Over the contract, we will look to improve:

- **Efficiencies:** such as, better ways of working; streamlined reporting; ways to combine the quant and qual tracking etc.
- **Innovation:** identifying new methodologies or improved ways of doing what we already do etc.
- **Sector insight:** developing more integrated sector insight, by attending relevant conferences and closer sharing of sector updates across SE and Walnut

Accountability in our ways of working:

KPI	Metrics (suggested, TBC with SE)
Regular and timely communication	• Weekly project management excel status updates (when projects live) • Monthly contract review meetings, moving to weekly when projects live • 6-monthly contract management meetings
Suppliers are responsive to Sport England needs	• Respond to emails within 24 hours • Assumed requirements for additional analysis as part of collaborative analysis sessions / additional data pulls
Timely recruitment of samples/ sample sizes	• Meets timeframes confirmed at each wave • Meets sample sizes at each wave • Performance meets standards at contract review meetings
Appropriate and accessible methodologies	• Project scoping meeting ensures SE brief Walnut fully • Proposals outline considerations for audiences
Timely delivery of research / outputs	• Provide proposal after scoping meeting with detailed timetable • Meets timeframes confirmed at each wave • Performance meets standards at contract review meetings
Budgets are planned and adhered to	• Proposal for each wave includes individual wave costs • Walnut to provide contract budget phasing sheet
Risks are considered and strategies planned	• See risk assessment • Walnut to provide weekly project update with RAG system identifying risks and mitigations in timely fashion

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Social Value	Our social value commitments uploaded onto the Social Value Portal for Sport England and Walnut to review at contract management meetings
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Risk assessment:

Risks	Severity	Challenges/Mitigations
Sector and women tracking at same time	LOW-MID	- Highly experienced team, with clearly defined roles / responsibilities - Will design timetable to be staggered to manage resource - Can draw on wider Walnut resource to support at key milestones
Don't meet boost subgroup sizes	MID-HIGH	- Continuous fieldwork monitoring identifies issues early - Can bring in additional panels, including NewVista our panel to support - Last resort, can reduce number of boosts offered over the 2-year contract to meet Nov tracking wave requirements
Respondent bias to TGC	LOW-MID	- Exclusions set for at least 1 wave to minimise bias - Campaign data put into context of other sources to triangulate findings
Don't reach digitally excluded	HIGH	4% of the population are digitally excluded (Lords Library). This skews to certain groups including ethnic minorities and LSEG. We will take account of this in our analysis and reporting
Questionnaires overwhelm	LOW	- Questionnaire length and content is tried and tested - No previous issues flagged by respondents in 4 years
Inability to meet timings	LOW	- Thorough project scoping means timings discussed upfront - All aspects undertaken in-house meaning we retain full control over the quality, timings and delivery - Can bring in wider team members and/or additional panels
Analysis of poor quality	LOW	- Hold extensive analysis brainstorm, internally and with SE - Expert team in producing publishable-standard analysis and outputs on campaign evaluations - Reports incl. recommendations formulated by RD and discussed with SE
Inadequate quality standards	LOW	- Consistent sign-off processes; RD has overall responsibility - All work compliant with MRS, ISO 27001 / ISO 20252, including Business Continuity and Disaster Recovery Plans - Work undertaken in-house, bar panels, ensuring full quality control

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Deliverables**WAYS OF WORKING DELIVERABLES**

Contract set-up workshop: As the incumbents it is easy to become complacent. A contract commencement workshop, reviewing Walnut delivery over the last 2 years and areas for improvement, will act as a positive start to this contract.

Scoping meetings: We ask that SE verbally brief us on each project, covering campaign activity, target audiences and insight needs to deliver a proposal that meets all stakeholder needs.

Proposals: We will scope, cost and timetable each project individually for clarity, and to ensure that we deliver improvements over time, ensuring that SE hold Walnut to account with deliverables and quality.

Project management status updates: Delivered each week during a project, this is a status document sent via email outlining weekly activity and milestones including design, recruitment, fieldwork and analysis, with a RAG system highlighting any risks or challenges.

Contract review meetings: When projects are live these will be weekly, covering status updates, risks and mitigations, and deep dive into key needs e.g. questionnaire design. In project gaps, SE will keep Walnut up to date on campaign and wider activity.

Contract management meetings: Suggested as 6-monthly, these will take a broader lens, reviewing Walnut's delivery, SE communications and ways to improve going forwards.

Ad-hoc meetings: Our proposed comms approach should enable a streamlined approach to our ways of working, however at key milestones, such as questionnaire design it may be easier to talk it through.

Questionnaire: Each wave we will deliver a draft questionnaire, with tracked changes against previous waves (we have a set of rules for how these are highlighted on each questionnaire). The questionnaire will be reviewed by SE, and Walnut will provide a final signed off version. Each questionnaire has clear sample specifications and routing for specific audiences, aligned to project objectives.

Question map: We will deliver an excel question map for women and sector tracking, outlining how questions and themes map over time. We will use this to inform on-going questionnaire design.

Collaborative analysis: Each wave we will hold an analysis session with SE and stakeholders to feed into our analysis, including media planning metrics, specific campaign activity and broader audience themes. Walnut will present their initial themes for discussion. From this we will deliver a **storyboard** (c. 2 x A4 pages) outlining the story we want to tell in each report for SE to sign off. We will work closely with the qualitative tracking team to build strategic big picture themes for SE across

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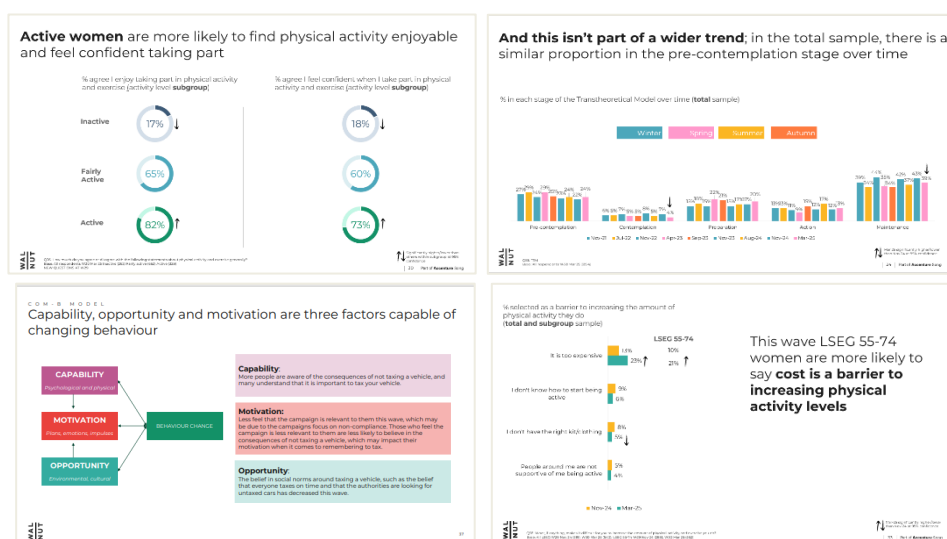
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data sets, delivering this insight at each wave so that SE can embed these continually into comms and resource planning.

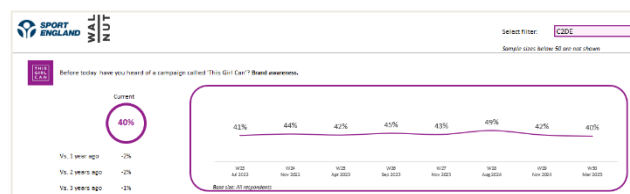
WOMEN SPECIFIC DELIVERABLES

Data sets: Each wave we produce 1 x set of total level excel data tables, 1 x set of total level wave-on-wave KPI tables, and c. 15 x filtered sets of wave-on-wave KPI tables (e.g. by activity level, TTM, LSEG recognisers etc), an SPSS file and data map. We will work with SE to re-design the WoW tables.

Analysis: We analyse the data in a rigorous, thorough, and systematic way: at a total level and sub-group level, noting differences at a 95% confidence level. Before we get the data, we produce an analysis plan mapping out research objectives against key questions and sub-group analysis. Our analysis focuses on the 'killer' question: how the brand (TGC, WAU etc) can support women to become more physically active. We consider this alongside phase 6, individual campaign objectives and target audiences. SE is ultimately trying to change behaviours, so we use the TMM to track long term activity engagement. We also analyse by activity level to align with SE targeting and use COM-B to explore what barriers and motivators impact the way different groups feel about physical activity.



The team come together into several analysis sessions to discuss findings based on descriptive, inferential and diagnostic analysis. We build on this via time series analysis, using wave-on-wave data tables, to identify trends over time, using our in-house AI platform LUCA to conduct social media analysis to inform our longer-term understanding of shifting perceptions and behaviours.



Dashboard: Each wave we will add the new wave of data to the dashboard. The format, questions and filters will be reviewed with SE at contract set up to include boost sub-groups, activity levels etc. to align with phase 6.

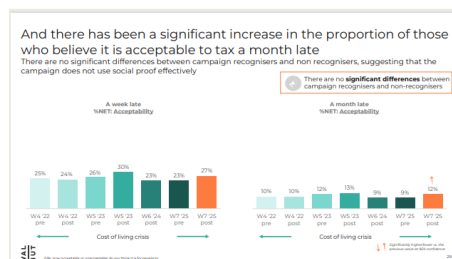
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KPI report: Each wave we will deliver a PPT report of c. 10 slides covering awareness, recognition, claimed action, and physical activity trends over time.

Insight report: We'll deliver a c.40 slide PPT report at each wave with the overarching aim to explain the impact of each campaign on women and how SE can act on this insight. We'll track relevant metrics over time, as well as deep dive into each campaign to tell an engaging, insight-led story each wave. To make reports clear and easy to understand for non-research audiences, we contextualise our findings to make links for the reader; we write story-led commentary to tell a story, but all charts are clearly labelled to aid understanding; we highlight recent waves or key sub-groups to locate the data. Given timings, we believe this report will be delivered after the qualitative tracking research is delivered, so we'll integrate those findings into one comprehensive insight report for SE.

**SECTOR SPECIFIC DELIVERABLES**

Data sets: Each wave we produce a set of excel data tables as well as wave-on-wave tables tracked over time for key questions, an SPSS file and data map. The need for filtered tables will be reviewed.

Analysis: We will follow the same analysis process as already specified but for the sector tracking, the key consideration is how to cut the data so that it's simple for the reader. We recommend analysing by sector (sports professionals / supporting professionals / charity + CIC professionals / volunteers); key job roles; and sector role (doer, promoter, sharer). Ability to analyse specific sub-groups will depend on sample size (e.g. we don't quota on sector role) but this will be discussed with SE at the beginning of analysis. We will also need to take a pragmatic approach to how we consider tracking over time; there will likely be shifts in the demographic profile of audiences (e.g. sector role) and this will need to be taken into consideration in our approach but we believe this research is driven by the killer question: how is the sector using SE resources to support target audiences.

KPI report: A PPT report of c. 10 slides covering sample breakdown, recognition of each campaign, levels of usage of resources and audiences working with, over time.

Insight report: We'll deliver a c.40 slide PPT report each wave. We'll maintain a relatively consistent structure given the number of campaigns covered and audiences: 1) a thematic exploration of key findings across the three campaigns, 2) a section per campaign with a relatively consistent approach to storytelling (recognition, usage, perceptions, and impact) and a consistent approach to charting different sub-groups to aid stakeholder understanding, 3) key findings and recommendations.

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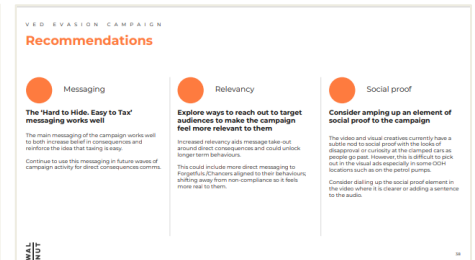
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DELIVERABLES AT EACH WAVE (WOMEN AND SECTOR)

Executive summaries:

Each wave we will include a standalone executive summary of 1-2 slides with key findings and actionable strategic recommendations. These are clear and simple for stakeholders.



Debriefs: We'll host a 1hr debrief with SE and stakeholders each wave. These will be interactive sessions, presenting a streamlined set of key findings from the report, which is opened for discussion to reflect on recommendations and confirm action points. We aim to present for 30 minutes and then leave 30 minutes for discussion of recommendations. We know SE often take stakeholders through a short deck before the debrief and we would like to support with this – either by creating a tailored deck, supporting with commentary or attending to provide additional guidance. **Video debriefs:** For time-poor stakeholders, we will record short 5- min videos of the main findings and recommendations.

All deliverables will align with WCAG guidelines, and we have a commitment to ensuring reports are fully accessible as we deliver for Alzheimer's Society, RNIB and National Highways.

Order Schedule 4 (Order Tender)

Order Ref:

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Social Values (1)**Method statement**

We are committed to improving the health and wellbeing of key stakeholder groups, including staff at Sport England (SE) and Walnut involved with the delivery of the contract, research participants and the wider community of women who are central to this project. We recognise that in the context of Sport England's work, supporting the health and wellbeing is a priority. We understand that Sports England already has a range of initiatives in place to support health and wellbeing, such as offering a healthy lifestyle benefit, counselling services and flexible working policies as well as developing the Active Employee Toolkit to help employers support their employees' health and wellbeing through physical activity. At Walnut we are already committed to supporting the health and wellbeing amongst stakeholders. As well as being a Disability Confident Committed Employer, we have a Wellbeing Team who run initiatives throughout the year and have attended mental health first aider training. As part of this contract, we will support the health and wellbeing amongst stakeholder groups by appointing a health and wellbeing champion, having quarterly wellbeing initiatives, volunteering in the community, organising physical wellbeing events and providing wellbeing resources to respondents.

Commitment 1: Health & Wellbeing Champion

We will nominate a Health & Wellbeing (H&WB) Champion to be a central point of contact to lead delivery of H&WB initiatives for both Walnut and Sports England. They will be responsible for coordinating quarterly 'pulse' wellbeing surveys to understand H&WB issues amongst Walnut and SE staff. Our Champion will support teams within Walnut and SE with H&WB queries and signpost them to relevant resources. For example, on upcoming dates like World Mental Health Day, they will host a workshop with Walnut and SE staff to raise awareness and share coping strategies.

Target KPI: Nominated within one month of contract start

Measurable impact: Team feedback on effectiveness of the nominated H&WB champion.

Commitment 2: Quarterly health and wellbeing initiatives and comms

We will host quarterly health and wellbeing initiatives open to Walnut and Sport England teams to cultivate a sense of community and share H&WB advice and resources. Examples of these initiatives could include access to our existing training on health and wellbeing on our online platform Kallidus, 'lunch and learn' sessions on stress management and access to future talks within Walnut and Unlimited. Quarterly comms will share insights from the initiatives, promote future initiatives and signpost to free H&WB resources.

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Target KPI: At least one initiative & communication delivered per quarter

Measurable impact: Feedback from contract workforce regarding value of initiatives and communications.

Commitment 3: Community health and wellbeing volunteering

We will organise for at least two people on the project team to use a volunteering day to support a charity or organisation that supports the health and wellbeing of women in their community. For example, Hannah Kilshaw will work with Age UK Norwich and volunteer as a Menopause Wellbeing and Exercise Class Volunteer. This role will help women who are experiencing menopause become more active and improve their health and wellbeing through physical activity.

Target KPI: At least two volunteering days organised per year

Measurable impact: Feedback from charities regarding volunteering support delivered

Commitment 4: Physical wellbeing events in our offices in London and Winchester

To promote staff wellbeing and physical activity, we'll organise an annual outdoor fitness challenge near our London and Winchester offices, open to both Walnut and Sport England staff. Each location will host one event per year, designed to be inclusive and accessible to all fitness levels. In the lead-up to each event, we'll run a supportive and non-judgemental exercise club offering regular group training sessions. The club will focus on participation, enjoyment, and building a sense of community. All staff will be encouraged to join, regardless of experience or fitness.

Target KPI: 1 event per year per location targeting a minimum of 20 participants

Measurable impact: Feedback from the participants regarding the value of the club and challenge

Commitment 5: Offering health and wellbeing resources to respondents

To recognise and support those who take part in our research, we will offer all participants a package of curated health and wellbeing resources. These may include guidance on mental health, physical activity, stress management and sleep. The aim is to provide lasting value by supporting participants' ongoing physical and mental wellbeing beyond the research itself.

Target KPI: Reach a minimum of 1,000 people

Measurable impact: Feedback from the respondents regarding the value of the resources offered.

Order Schedule 4 (Order Tender)

Order Ref:

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Timed action plan

Below is our Action Plan outlining our approach to delivering on our social value commitments over the first 12-months of our contract. This plan will be finalised with your team to ensure it is tailored to your priorities.

Commitment	Nov	Dec	Jan 26	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov
0. Governance and reporting	Finalise contract	SV project set-up meeting		Quarterly report, feedback and priorities plan / realignment			Quarterly report, feedback and priorities plan / realignment			Quarterly report, feedback and priorities plan / realignment			Annual review, feedback
	Mobilise SV team		Upload evidence against SV delivery										
1. Health and wellbeing champion				Quarterly pulse survey to collect feedback			Quarterly pulse survey to collect feedback			Quarterly pulse survey to collect feedback			Annual review, feedback
	Assign champion		Champion appointment for the duration of the contract										
2. Quarterly health and wellbeing initiatives				Wellbeing initiative & comms			Wellbeing initiative & comms			Wellbeing initiative & comms			Wellbeing initiative & comms
3. Community health and wellbeing volunteering				Volunteering day						Plan approach and engage charities			Volunteering day
4. Physical health and wellbeing events							Event in London			Event in Winchester			
	Plan approach		Training events held throughout the year										
5. Health and wellbeing resources for respondents													
	Plan approach		Resources will be available for respondents throughout the project										

Delivery Management and Reporting:

Reporting: Our contract Lead, Hannah Kilshaw, will be responsible for monitoring and reporting against each of our commitments in quarterly progress reports and review meetings, when we will work with you to update our plan to ensure it is feasible and deliverable, based on our projected resources for the agreed or planned statements of work.

Use of metrics: We have assigned KPI metrics and targets to each commitment to ensure delivery clarity. We will agree and finalise KPI metrics with you within 30 days of the contract award.

Tools/Processes used to gather data: We will provide a structured process for collating and logging data via Social Value Portal (SVP), which provides a one-stop-shop for Walnut and Sport England to track real-time progress against our social value commitments across the contract.

Reporting: We will provide quarterly progress reports and dashboards, and a yearly SVP progress verification report.

Order Schedule 4 (Order Tender)

Order Ref:

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Feedback and Improvement: We will gather quarterly survey feedback on SV delivery performance from the contract workforce and incorporate improvement actions into our plan.

Transparency: We commit to transparency through our reporting and third-party verification from SVP. We will agree actions to improve our impact, via a quarterly feedback process. We will inform Sport England immediately of any challenges, to seek approval for changes to resolution actions.

Order Schedule 5 (Pricing Details)

Order Ref:

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Order Schedule 5 (Pricing Details)

PART 1 - PRICE

1. Contract Value

- 1.1. The total value of the contract shall not exceed £179,000.00.
- 1.2. The contract costs for the Services are set out in this Order Schedule 5 – part 2.
- 1.3. Payment terms of the core contract costs are set out in this Order Schedule 5 – part 2.
- 1.4. Each of wave of research is subject to separate order by Sport England (each a “**Wave Order**”) at which time the obligation to pay shall become operable, until then Sport England is under no obligation to order the research or any other deliverables.
- 1.5. Payment will only be made for services signed off as completed by Sport England.

2. Expenses

Travel

Subject to agreement, travel costs to and from any agreed site shall be at the Supplier’s expense.

Travel time shall be at the Supplier’s expense.

Parking

Parking shall be at the Supplier’s expense.

Subsistence Allowance

Subsistence allowances are the responsibility of the Supplier.

PART 2 – PAYMENT

2. Payment Schedule

- 2.1. The anticipated timeline for work is set out at Table 1 below, but both the type of tracking/wave and dates shall be indicative only, and Sport England shall instruct each Wave Order on an individual basis.
- 2.2. The cost for each Wave Order will be as set out at Table 2 below, calculated based on the survey type chosen by Sport England for each Wave Order.

Call-Off Schedule 5 (Call-Off Pricing)

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2.3. Any additional services carried out by the Supplier shall only be done so if instructed and agreed by Sport England in writing, and any related fees shall be calculated based on the Supplier's Rate Card at Table 3 below.

2.4. The Supplier shall be entitled to submit invoices for each Wave Order as follows:

- a. 50% following sign-off of the survey questionnaire for the relevant Wave Order by Sport England; and
- b. 50% following the completion of final reports and deliverables for the relevant Wave Order.

2.5. Invoices shall be paid in accordance with clause 4 of the Core Terms and clause 2 of the Order Special Terms under this Agreement.

Table 1 – Invoicing Schedule

Type of tracking / wave	Date
Full wave of brand tracking with women with boosted samples	November 2025
Full wave of brand tracking with women with boosted samples	March/April 2026
Sector tracking	Summer/early autumn 2026 (month TBC)
Pulse wave of brand tracking with women	Summer 2026 (month TBC)
Full wave of brand tracking with women with boosted samples	November 2026
Full or pulse wave of brand tracking with women (TBC, dependant on campaign activity)	Spring 2027

Table 2 – Supplier's Rate Card

Survey Type	Total Survey Cost
Full Wave (Non-Boosted Samples)	£24,422.50
Full Wave (Boosted Samples)	£30,307.50
Pulse Wave	£22,820.00
Sector Tracking	£35,010.00

Call-Off Schedule 5 (Call-Off Pricing)

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Table 3 – Supplier's Rate Card

Staff Grade	Description	RM6126 Research and Insights Maximum Charging Threshold (Day Rate)	Bidder's Standard Day Rate	Discounted Day Rate For This Requirement and Contract
Research Director	Senior member of personnel, e.g. Research Director having assumed responsibilities in his/her profession through the performance of management and supervision roles. Typically, he/ she shall have ten (10) years or more professional experience of which at least four (4) years must be relevant to the type of tasks to be performed under the contract at this level.	£1,440.00	£1,440.00	£800.00
Project manager	Project manager - the person in charge of the planning and execution of the project with relevant experience with at least four (4) years of experience performing relevant tasks.	£1,160.00	£1,160.00	£750.00
Senior Researcher or Research Manager	Senior Researcher or Research Manager having received a high-level training in his/her profession and recruited for his/her appreciated skills as regards professional practice. Typically, he/she must have five (5) years professional experience of which at least two (2) years shall be relevant to the type of tasks to be performed under the contract at this level.	£920.00	£920.00	£650.00

Call-Off Schedule 5 (Call-Off Pricing)

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Researcher	Member of personnel such as a researcher. Typically, with two (2) to four (4) years experience, with understanding and grounding in research projects and the type of tasks to be performed under the contract at this level.	£760.00	£760.00	£500.00
Junior Researcher	Junior member of research personnel e.g. junior researcher. Typically, with two (2) years experience. A newcomer to the profession but with training related to the type of tasks to be performed under the contract at this level.	£600.00	£600.00	£425.00
Administrator	Administrative or general junior personnel (e.g. those involved in ensuring the logistics of the tasks are undertaken).	£600.00	£600.00	£425.00

3. Invoices

Invoices shall be submitted in accordance with the schedule above and clause 2.7 of the Order Form Annex 1 (Special Terms).

Order Schedule 7 (Key Supplier Staff)

Order Ref:

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Order Schedule 7 (Key Supplier Staff)

- 1.1 The Annex 1 to this Schedule lists the key roles ("**Key Roles**") and names of the persons who the Supplier shall appoint to fill those Key Roles at the Start Date.
- 1.2 The Supplier shall ensure that the Key Staff fulfil the Key Roles at all times during the Contract Period.
- 1.3 The Buyer may identify any further roles as being Key Roles and, following agreement to the same by the Supplier, the relevant person selected to fill those Key Roles shall be included on the list of Key Staff.
- 1.4 The Supplier shall not and shall procure that any Subcontractor shall not remove or replace any Key Staff unless:
 - 1.4.1 requested to do so by the Buyer or the Buyer Approves such removal or replacement (not to be unreasonably withheld or delayed);
 - 1.4.2 the person concerned resigns, retires or dies or is on maternity or long-term sick leave; or
 - 1.4.3 the person's employment or contractual arrangement with the Supplier or Subcontractor is terminated for material breach of contract by the employee.
- 1.5 The Supplier shall:
 - 1.5.1 notify the Buyer promptly of the absence of any Key Staff (other than for short-term sickness or holidays of two (2) weeks or less, in which case the Supplier shall ensure appropriate temporary cover for that Key Role);
 - 1.5.2 ensure that any Key Role is not vacant for any longer than ten (10) Working Days;
 - 1.5.3 give as much notice as is reasonably practicable of its intention to remove or replace any member of Key Staff and, except in the cases of death, unexpected ill health or a material breach of the Key Staff's employment contract, this will mean at least three (3) Months' notice;
 - 1.5.4 ensure that all arrangements for planned changes in Key Staff provide adequate periods during which incoming and outgoing staff work together to transfer responsibilities and ensure that such change does not have an adverse impact on the provision of the Deliverables; and

Order Schedule 7 (Key Supplier Staff)

Order Ref:

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- 1.5.5 ensure that any replacement for a Key Role has a level of qualifications and experience appropriate to the relevant Key Role and is fully competent to carry out the tasks assigned to the Key Staff whom he or she has replaced.
- 1.6 The Buyer may require the Supplier to remove or procure that any Subcontractor shall remove any Key Staff that the Buyer considers in any respect unsatisfactory. The Buyer shall not be liable for the cost of replacing any Key Staff.

Order Schedule 7 (Key Supplier Staff)

Order Ref:

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Annex 1- Key Roles

Key Role	Key Staff	Contact Details
Project Director	Hannah Kilshaw	Hannah.kilshaw@walnutunlimited.com
Project Lead	Claire Morris	Claire.morris@walnutunlimited.com
Project Manager	Alasdair Pearce	Alasdair.pearce@walnutunlimited.com
Project Executive	Amy Rayland	Amy.rayland@walnutunlimited.com
Fieldwork Manager	Tijen Enver	Tijen.enver@walnutunlimited.com

Order Schedule 8 (Business Continuity and Disaster Recovery)
 Order Ref:
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Order Schedule 8 (Business Continuity and Disaster Recovery)

1. Definitions

1.1 In this Schedule, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

"BCDR Plan"	has the meaning given to it in Paragraph 2.2 of this Schedule;
"Business Continuity Plan"	has the meaning given to it in Paragraph 2.3.2 of this Schedule;
"Disaster Recovery Deliverables"	the Deliverables embodied in the processes and procedures for restoring the provision of Deliverables following the occurrence of a Disaster;
"Disaster Recovery Plan"	has the meaning given to it in Paragraph 2.3.3 of this Schedule;
"Disaster Recovery System"	the system embodied in the processes and procedures for restoring the provision of Deliverables following the occurrence of a Disaster;
"Related Supplier"	any person who provides Deliverables to the Buyer which are related to the Deliverables from time to time;
"Review Report"	has the meaning given to it in Paragraph 6.2 of this Schedule; and
"Supplier's Proposals"	has the meaning given to it in Paragraph 6.3 of this Schedule;

2. BCDR Plan

- 2.1 The Buyer and the Supplier recognise that, where specified in DPS Schedule 4 (DPS Management), CCS shall have the right to enforce the Buyer's rights under this Schedule.
- 2.2 At least ninety (90) Working Days after the Start Date the Supplier shall prepare and deliver to the Buyer for the Buyer's written approval a plan (a "BCDR Plan"), which shall detail the processes and arrangements that the Supplier shall follow to:

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- 2.2.1 ensure continuity of the business processes and operations supported by the Services following any failure or disruption of any element of the Deliverables; and
- 2.2.2 the recovery of the Deliverables in the event of a Disaster
- 2.3 The BCDR Plan shall be divided into three sections:
 - 2.3.1 Section 1 which shall set out general principles applicable to the BCDR Plan;
 - 2.3.2 Section 2 which shall relate to business continuity (the "**Business Continuity Plan**"); and
 - 2.3.3 Section 3 which shall relate to disaster recovery (the "**Disaster Recovery Plan**").
- 2.4 Following receipt of the draft BCDR Plan from the Supplier, the Parties shall use reasonable endeavours to agree the contents of the BCDR Plan. If the Parties are unable to agree the contents of the BCDR Plan within twenty (20) Working Days of its submission, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.

3. General Principles of the BCDR Plan (Section 1)

- 3.1 Section 1 of the BCDR Plan shall:
 - 3.1.1 set out how the business continuity and disaster recovery elements of the BCDR Plan link to each other;
 - 3.1.2 provide details of how the invocation of any element of the BCDR Plan may impact upon the provision of the Deliverables and any goods and/or services provided to the Buyer by a Related Supplier;
 - 3.1.3 contain an obligation upon the Supplier to liaise with the Buyer and any Related Suppliers with respect to business continuity and disaster recovery;
 - 3.1.4 detail how the BCDR Plan interoperates with any overarching disaster recovery or business continuity plan of the Buyer and any of its other Related Supplier in each case as notified to the Supplier by the Buyer from time to time;
 - 3.1.5 contain a communication strategy including details of an incident and problem management service and advice and help desk facility which can be accessed via multiple channels;
 - 3.1.6 contain a risk analysis, including:
 - (a) failure or disruption scenarios and assessments of likely frequency of occurrence;
 - (b) identification of any single points of failure within the provision of Deliverables and processes for managing those risks;

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- (c) identification of risks arising from the interaction of the provision of Deliverables with the goods and/or services provided by a Related Supplier; and
 - (d) a business impact analysis of different anticipated failures or disruptions;
- 3.1.7 provide for documentation of processes, including business processes, and procedures;
- 3.1.8 set out key contact details for the Supplier (and any Subcontractors) and for the Buyer;
- 3.1.9 identify the procedures for reverting to "normal service";
- 3.1.10 set out method(s) of recovering or updating data collected (or which ought to have been collected) during a failure or disruption to minimise data loss;
- 3.1.11 identify the responsibilities (if any) that the Buyer has agreed it will assume in the event of the invocation of the BCDR Plan; and
- 3.1.12 provide for the provision of technical assistance to key contacts at the Buyer as required by the Buyer to inform decisions in support of the Buyer's business continuity plans.
- 3.2 The BCDR Plan shall be designed so as to ensure that:
 - 3.2.1 the Deliverables are provided in accordance with this Contract at all times during and after the invocation of the BCDR Plan;
 - 3.2.2 the adverse impact of any Disaster is minimised as far as reasonably possible;
 - 3.2.3 it complies with the relevant provisions of ISO/IEC 27002; ISO22301/ISO22313 and all other industry standards from time to time in force; and
 - 3.2.4 it details a process for the management of disaster recovery testing.
- 3.3 The BCDR Plan shall be upgradeable and sufficiently flexible to support any changes to the Deliverables and the business operations supported by the provision of Deliverables.
- 3.4 The Supplier shall not be entitled to any relief from its obligations under the Performance Indicators (PI's) or Service Levels, or to any increase in the Charges to the extent that a Disaster occurs as a consequence of any breach by the Supplier of this Contract.

4. Business Continuity (Section 2)

- 4.1 The Business Continuity Plan shall set out the arrangements that are to be invoked to ensure that the business processes facilitated by the provision of Deliverables remain supported and to ensure continuity of the business operations supported by the Services including:

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- 4.1.1 the alternative processes, options and responsibilities that may be adopted in the event of a failure in or disruption to the provision of Deliverables; and
- 4.1.2 the steps to be taken by the Supplier upon resumption of the provision of Deliverables in order to address the effect of the failure or disruption.
- 4.2 The Business Continuity Plan shall:
 - 4.2.1 address the various possible levels of failures of or disruptions to the provision of Deliverables;
 - 4.2.2 set out the goods and/or services to be provided and the steps to be taken to remedy the different levels of failures of and disruption to the Deliverables;
 - 4.2.3 specify any applicable Performance Indicators with respect to the provision of the Business Continuity Services and details of any agreed relaxation to the Performance Indicators or Service Levels in respect of the provision of other Deliverables during any period of invocation of the Business Continuity Plan; and
 - 4.2.4 set out the circumstances in which the Business Continuity Plan is invoked.

5. Disaster Recovery (Section 3)

- 5.1 The Disaster Recovery Plan (which shall be invoked only upon the occurrence of a Disaster) shall be designed to ensure that upon the occurrence of a Disaster the Supplier ensures continuity of the business operations of the Buyer supported by the Services following any Disaster or during any period of service failure or disruption with, as far as reasonably possible, minimal adverse impact.
- 5.2 The Supplier's BCDR Plan shall include an approach to business continuity and disaster recovery that addresses the following:
 - 5.2.1 loss of access to the Buyer Premises;
 - 5.2.2 loss of utilities to the Buyer Premises;
 - 5.2.3 loss of the Supplier's helpdesk or CAFM system;
 - 5.2.4 loss of a Subcontractor;
 - 5.2.5 emergency notification and escalation process;
 - 5.2.6 contact lists;
 - 5.2.7 staff training and awareness;
 - 5.2.8 BCDR Plan testing;
 - 5.2.9 post implementation review process;
 - 5.2.10 any applicable Performance Indicators with respect to the provision of the disaster recovery services and details of any agreed relaxation

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to the Performance Indicators or Service Levels in respect of the provision of other Deliverables during any period of invocation of the Disaster Recovery Plan;

5.2.11 details of how the Supplier shall ensure compliance with security standards ensuring that compliance is maintained for any period during which the Disaster Recovery Plan is invoked;

5.2.12 access controls to any disaster recovery sites used by the Supplier in relation to its obligations pursuant to this Schedule; and

5.2.13 testing and management arrangements.

6. Review and changing the BCDR Plan

6.1 The Supplier shall review the BCDR Plan:

6.1.1 on a regular basis and as a minimum once every six (6) Months;

6.1.2 within three (3) calendar Months of the BCDR Plan (or any part) having been invoked pursuant to Paragraph **Error! Reference source not found.**; and

6.1.3 where the Buyer requests in writing any additional reviews (over and above those provided for in Paragraphs 6.1.1 and 6.1.2 of this Schedule) whereupon the Supplier shall conduct such reviews in accordance with the Buyer's written requirements. Prior to starting its review, the Supplier shall provide an accurate written estimate of the total costs payable by the Buyer for the Buyer's approval. The costs of both Parties of any such additional reviews shall be met by the Buyer except that the Supplier shall not be entitled to charge the Buyer for any costs that it may incur above any estimate without the Buyer's prior written approval.

6.2 Each review of the BCDR Plan pursuant to Paragraph 6.1 shall assess its suitability having regard to any change to the Deliverables or any underlying business processes and operations facilitated by or supported by the Services which have taken place since the later of the original approval of the BCDR Plan or the last review of the BCDR Plan, and shall also have regard to any occurrence of any event since that date (or the likelihood of any such event taking place in the foreseeable future) which may increase the likelihood of the need to invoke the BCDR Plan. The review shall be completed by the Supplier within such period as the Buyer shall reasonably require.

6.3 The Supplier shall, within twenty (20) Working Days of the conclusion of each such review of the BCDR Plan, provide to the Buyer a report (a **"Review Report"**) setting out the Supplier's proposals (the **"Supplier's Proposals"**) for addressing any changes in the risk profile and its proposals for amendments to the BCDR Plan.

6.4 Following receipt of the Review Report and the Supplier's Proposals, the Parties shall use reasonable endeavours to agree the Review Report and the Supplier's Proposals. If the Parties are unable to agree Review Report

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and the Supplier's Proposals within twenty (20) Working Days of its submission, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.

- 6.5 The Supplier shall as soon as is reasonably practicable after receiving the approval of the Supplier's Proposals effect any change in its practices or procedures necessary so as to give effect to the Supplier's Proposals. Any such change shall be at the Supplier's expense unless it can be reasonably shown that the changes are required because of a material change to the risk profile of the Deliverables.

7. Testing the BCDR Plan

- 7.1 The Supplier shall test the BCDR Plan:
- 7.1.1 regularly and in any event not less than once in every Contract Year;
 - 7.1.2 in the event of any major reconfiguration of the Deliverables
 - 7.1.3 at any time where the Buyer considers it necessary (acting in its sole discretion).
- 7.2 If the Buyer requires an additional test of the BCDR Plan, it shall give the Supplier written notice and the Supplier shall conduct the test in accordance with the Buyer's requirements and the relevant provisions of the BCDR Plan. The Supplier's costs of the additional test shall be borne by the Buyer unless the BCDR Plan fails the additional test in which case the Supplier's costs of that failed test shall be borne by the Supplier.
- 7.3 The Supplier shall undertake and manage testing of the BCDR Plan in full consultation with and under the supervision of the Buyer and shall liaise with the Buyer in respect of the planning, performance, and review, of each test, and shall comply with the reasonable requirements of the Buyer.
- 7.4 The Supplier shall ensure that any use by it or any Subcontractor of "live" data in such testing is first approved with the Buyer. Copies of live test data used in any such testing shall be (if so required by the Buyer) destroyed or returned to the Buyer on completion of the test.
- 7.5 The Supplier shall, within twenty (20) Working Days of the conclusion of each test, provide to the Buyer a report setting out:
- 7.5.1 the outcome of the test;
 - 7.5.2 any failures in the BCDR Plan (including the BCDR Plan's procedures) revealed by the test; and
 - 7.5.3 the Supplier's proposals for remedying any such failures.
- 7.6 Following each test, the Supplier shall take all measures requested by the Buyer to remedy any failures in the BCDR Plan and such remedial activity and re-testing shall be completed by the Supplier, at its own cost, by the date reasonably required by the Buyer.

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8. Invoking the BCDR Plan

- 8.1 In the event of a complete loss of service or in the event of a Disaster, the Supplier shall immediately invoke the BCDR Plan (and shall inform the Buyer promptly of such invocation). In all other instances the Supplier shall invoke or test the BCDR Plan only with the prior consent of the Buyer.

9. Circumstances beyond your control

- 9.1 The Supplier shall not be entitled to relief under Clause 20 (Circumstances beyond your control) if it would not have been impacted by the Force Majeure Event had it not failed to comply with its obligations under this Schedule.

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Order Schedule 9 (Security)

Part B: Long Form Security Requirements

1. Definitions

1.1 In this Schedule the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

"Breach of Security"	means the occurrence of: a) any unauthorised access to or use of the Goods and/or Deliverables, the Sites and/or any Information and Communication Technology ("ICT"), information or data (including the Confidential Information and the Government Data) used by the Buyer and/or the Supplier in connection with this Contract; and/or b) the loss and/or unauthorised disclosure of any information or data (including the Confidential Information and the Government Data), including any copies of such information or data, used by the Buyer and/or the Supplier in connection with this Contract, in either case as more particularly set out in the security requirements in the Security Policy where the Buyer has required compliance therewith in accordance with paragraph 3.4.3 d;
"ISMS"	the information security management system and process developed by the Supplier in accordance with Paragraph 3 (ISMS) as updated from time to time in accordance with this Schedule; and
"Security Tests"	tests to validate the ISMS and security of all relevant processes, systems, incident response plans, patches to vulnerabilities and mitigations to Breaches of Security.

2. Security Requirements

2.1 The Buyer and the Supplier recognise that, where specified in DPS Schedule 4 (DPS Management), CCS shall have the right to enforce the Buyer's rights under this Schedule.

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- 2.2 The Parties acknowledge that the purpose of the ISMS and Security Management Plan are to ensure a good organisational approach to security under which the specific requirements of this Contract will be met.
- 2.3 The Buyer shall clearly articulate its high level security requirements so that the Supplier can ensure that the ISMS, security related activities and any mitigations are driven by these fundamental needs.
- 2.4 Both Parties shall provide a reasonable level of access to any members of their staff for the purposes of designing, implementing and managing security.
- 2.5 The Supplier shall use as a minimum Good Industry Practice in the day to day operation of any system holding, transferring or processing Government Data and any system that could directly or indirectly have an impact on that information, and shall ensure that Government Data remains under the effective control of the Supplier at all times.
- 2.6 The Supplier shall ensure the up-to-date maintenance of a security policy relating to the operation of its own organisation and systems and on request shall supply this document as soon as practicable to the Buyer.
- 2.7 The Buyer and the Supplier acknowledge that information security risks are shared between the Parties and that a compromise of either the Supplier or the Buyer's security provisions represents an unacceptable risk to the Buyer requiring immediate communication and co-operation between the Parties.

3. Information Security Management System (ISMS)

- 3.1 The Supplier shall develop and submit to the Buyer, within twenty (20) Working Days after the Start Date, an information security management system for the purposes of this Contract and shall comply with the requirements of Paragraphs 3.4 to 3.6.
- 3.2 The Supplier acknowledges that the Buyer places great emphasis on the reliability of the performance of the Deliverables, confidentiality, integrity and availability of information and consequently on the security provided by the ISMS and that the Supplier shall be responsible for the effective performance of the ISMS.
- 3.3 The Buyer acknowledges that;
 - 3.3.1 If the Buyer has not stipulated during a Further Competition that it requires a bespoke ISMS, the ISMS provided by the Supplier may be an extant ISMS covering the Services and their implementation across the Supplier's estate; and
 - 3.3.2 Where the Buyer has stipulated that it requires a bespoke ISMS then the Supplier shall be required to present the ISMS for the Buyer's Approval.
- 3.4 The ISMS shall:
 - 3.4.1 if the Buyer has stipulated that it requires a bespoke ISMS, be developed to protect all aspects of the Deliverables and all processes

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associated with the provision of the Deliverables, including the Buyer Premises, the Sites, the Supplier System, the Buyer System (to the extent that it is under the control of the Supplier) and any ICT, information and data (including the Buyer's Confidential Information and the Government Data) to the extent used by the Buyer or the Supplier in connection with this Contract;

3.4.2 meet the relevant standards in ISO/IEC 27001 and ISO/IEC27002 in accordance with Paragraph **Error! Reference source not found.**;

3.4.3 at all times provide a level of security which:

- (a) is in accordance with the Law and this Contract;
- (b) complies with the Baseline Security Requirements;
- (c) as a minimum demonstrates Good Industry Practice;
- (d) where specified by a Buyer that has undertaken a Further Competition - complies with the Security Policy and the ICT Policy;
- (e) complies with at least the minimum set of security measures and standards as determined by the Security Policy Framework (Tiers 1-4)(<https://www.gov.uk/government/publications/security-policy-framework/hmg-security-policy-framework>);
- (f) takes account of guidance issued by the Centre for Protection of National Infrastructure <https://www.cpni.gov.uk/>
- (g) complies with HMG Information Assurance Maturity Model and Assurance Framework (<https://www.ncsc.gov.uk/articles/hmg-ia-maturity-model-iamm>);
- (h) meets any specific security threats of immediate relevance to the ISMS, the Deliverables and/or Government Data;
- (i) addresses issues of incompatibility with the Supplier's own organisational security policies; and
- (j) complies with ISO/IEC27001 and ISO/IEC27002 in accordance with Paragraph **Error! Reference source not found.**;

3.4.4 document the security incident management processes and incident response plans;

3.4.5 document the vulnerability management policy including processes for identification of system vulnerabilities and assessment of the potential impact on the Deliverables of any new threat, vulnerability or exploitation technique of which the Supplier becomes aware, prioritisation of security patches, testing of security patches,

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application of security patches, a process for Buyer approvals of exceptions, and the reporting and audit mechanism detailing the efficacy of the patching policy; and

- 3.4.6 be certified by (or by a person with the direct delegated authority of) a Supplier's main board representative, being the "Chief Security Officer", "Chief Information Officer", "Chief Technical Officer" or "Chief Financial Officer" (or equivalent as agreed in writing by the Buyer in advance of issue of the relevant Security Management Plan).
- 3.5 Subject to Paragraph **Error! Reference source not found.** the references to Standards, guidance and policies contained or set out in Paragraph **Error! Reference source not found.** shall be deemed to be references to such items as developed and updated and to any successor to or replacement for such standards, guidance and policies, as notified to the Supplier from time to time.
- 3.6 In the event that the Supplier becomes aware of any inconsistency in the provisions of the standards, guidance and policies set out in Paragraph **Error! Reference source not found.**, the Supplier shall immediately notify the Buyer Representative of such inconsistency and the Buyer Representative shall, as soon as practicable, notify the Supplier as to which provision the Supplier shall comply with.
- 3.7 If the bespoke ISMS submitted to the Buyer pursuant to Paragraph 3.1 is Approved by the Buyer, it shall be adopted by the Supplier immediately and thereafter operated and maintained in accordance with this Schedule. If the ISMS is not Approved by the Buyer, the Supplier shall amend it within ten (10) Working Days of a notice of non-approval from the Buyer and re-submit it to the Buyer for Approval. The Parties shall use all reasonable endeavours to ensure that the Approval process takes as little time as possible and in any event no longer than fifteen (15) Working Days from the date of the first submission of the ISMS to the Buyer. If the Buyer does not Approve the ISMS following its resubmission, the matter shall be resolved in accordance with the Dispute Resolution Procedure. No Approval to be given by the Buyer pursuant to this Paragraph 3 may be unreasonably withheld or delayed. However any failure to approve the ISMS on the grounds that it does not comply with any of the requirements set out in Paragraphs 3.4 to 3.6 shall be deemed to be reasonable.
- 3.8 Approval by the Buyer of the ISMS pursuant to Paragraph 3.7 or of any change to the ISMS shall not relieve the Supplier of its obligations under this Schedule.

4. Security Management Plan

- 4.1 Within twenty (20) Working Days after the Start Date, the Supplier shall prepare and submit to the Buyer for Approval in accordance with Paragraph **Error! Reference source not found.** fully developed, complete and up-to-date Security Management Plan which shall comply with the requirements of Paragraph 4.2.

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4.2 The Security Management Plan shall:

- 4.2.1 be based on the initial Security Management Plan set out in Annex 2 (Security Management Plan);
- 4.2.2 comply with the Baseline Security Requirements and, where specified by the Buyer in accordance with paragraph 3.4.3 d, the Security Policy;
- 4.2.3 identify the necessary delegated organisational roles defined for those responsible for ensuring this Schedule is complied with by the Supplier;
- 4.2.4 detail the process for managing any security risks from Subcontractors and third parties authorised by the Buyer with access to the Goods and/or Services, processes associated with the delivery of the Goods and/or Services, the Buyer Premises, the Sites, the Supplier System, the Buyer System (to the extent that it is under the control of the Supplier) and any ICT, Information and data (including the Buyer's Confidential Information and the Government Data) and any system that could directly or indirectly have an impact on that information, data and/or the Deliverables;
- 4.2.5 unless otherwise specified by the Buyer in writing, be developed to protect all aspects of the Deliverables and all processes associated with the delivery of the Deliverables, including the Buyer Premises, the Sites, the Supplier System, the Buyer System (to the extent that it is under the control of the Supplier) and any ICT, Information and data (including the Buyer's Confidential Information and the Government Data) to the extent used by the Buyer or the Supplier in connection with this Contract or in connection with any system that could directly or indirectly have an impact on that Information, data and/or the Deliverables;
- 4.2.6 set out the security measures to be implemented and maintained by the Supplier in relation to all aspects of the Deliverables and all processes associated with the delivery of the Deliverables and at all times comply with and specify security measures and procedures which are sufficient to ensure that the Deliverables comply with the provisions of this Schedule (including the requirements set out in Paragraph 3.4);
- 4.2.7 demonstrate that the Supplier's approach to delivery of the Deliverables has minimised the Buyer and Supplier effort required to comply with this Schedule through consideration of available, appropriate and practicable pan-government accredited services (for example, 'platform as a service' offering from the G-Cloud catalogue);
- 4.2.8 set out the plans for transitioning all security arrangements and responsibilities from those in place at the Start Date to those incorporated in the ISMS within the timeframe agreed between the Parties;

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- 4.2.9 set out the scope of the Buyer System that is under the control of the Supplier;
 - 4.2.10 be structured in accordance with ISO/IEC27001 and ISO/IEC27002, cross-referencing if necessary to other Schedules which cover specific areas included within those standards; and
 - 4.2.11 be written in plain English in language which is readily comprehensible to the staff of the Supplier and the Buyer engaged in the Deliverables and shall reference only documents which are in the possession of the Parties or whose location is otherwise specified in this Schedule.
- 4.3 If the Security Management Plan submitted to the Buyer pursuant to Paragraph 4.1 is Approved by the Buyer, it shall be adopted by the Supplier immediately and thereafter operated and maintained in accordance with this Schedule. If the Security Management Plan is not approved by the Buyer, the Supplier shall amend it within ten (10) Working Days of a notice of non-approval from the Buyer and re-submit it to the Buyer for Approval. The Parties shall use all reasonable endeavours to ensure that the Approval process takes as little time as possible and in any event no longer than fifteen (15) Working Days from the date of the first submission to the Buyer of the Security Management Plan. If the Buyer does not Approve the Security Management Plan following its resubmission, the matter shall be resolved in accordance with the Dispute Resolution Procedure. No Approval to be given by the Buyer pursuant to this Paragraph may be unreasonably withheld or delayed. However any failure to approve the Security Management Plan on the grounds that it does not comply with the requirements set out in Paragraph 4.2 shall be deemed to be reasonable.
- 4.4 Approval by the Buyer of the Security Management Plan pursuant to Paragraph 4.3 or of any change or amendment to the Security Management Plan shall not relieve the Supplier of its obligations under this Schedule.

5. Amendment of the ISMS and Security Management Plan

- 5.1 The ISMS and Security Management Plan shall be fully reviewed and updated by the Supplier and at least annually to reflect:
- 5.1.1 emerging changes in Good Industry Practice;
 - 5.1.2 any change or proposed change to the Supplier System, the Deliverables and/or associated processes;
 - 5.1.3 any new perceived or changed security threats;
 - 5.1.4 where required in accordance with paragraph 3.4.3 d, any changes to the Security Policy;
 - 5.1.5 any new perceived or changed security threats; and
 - 5.1.6 any reasonable change in requirement requested by the Buyer.
- 5.2 The Supplier shall provide the Buyer with the results of such reviews as soon as reasonably practicable after their completion and amend the ISMS

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and Security Management Plan at no additional cost to the Buyer. The results of the review shall include, without limitation:

- 5.2.1 suggested improvements to the effectiveness of the ISMS;
 - 5.2.2 updates to the risk assessments;
 - 5.2.3 proposed modifications to the procedures and controls that affect information security to respond to events that may impact on the ISMS; and
 - 5.2.4 suggested improvements in measuring the effectiveness of controls.
- 5.3 Subject to Paragraph 5.4, any change which the Supplier proposes to make to the ISMS or Security Management Plan (as a result of a review carried out pursuant to Paragraph 5.1, a Buyer request, a change to Annex nnex **1** (Security) or otherwise) shall be subject to the Variation Procedure and shall not be implemented until Approved in writing by the Buyer.
- 5.4 The Buyer may, acting reasonably, Approve and require changes or amendments to the ISMS or Security Management Plan to be implemented on timescales faster than set out in the Variation Procedure but, without prejudice to their effectiveness, all such changes and amendments shall thereafter be subject to the Variation Procedure for the purposes of formalising and documenting the relevant change or amendment.

6. Security Testing

- 6.1 The Supplier shall conduct Security Tests from time to time (and at least annually across the scope of the ISMS) and additionally after any change or amendment to the ISMS (including security incident management processes and incident response plans) or the Security Management Plan. Security Tests shall be designed and implemented by the Supplier so as to minimise the impact on the delivery of the Deliverables and the date, timing, content and conduct of such Security Tests shall be agreed in advance with the Buyer. Subject to compliance by the Supplier with the foregoing requirements, if any Security Tests adversely affect the Supplier's ability to deliver the Deliverables so as to meet the KPIs, the Supplier shall be granted relief against any resultant under-performance for the period of the Security Tests.
- 6.2 The Buyer shall be entitled to send a representative to witness the conduct of the Security Tests. The Supplier shall provide the Buyer with the results of such Security Tests (in a form approved by the Buyer in advance) as soon as practicable after completion of each Security Test.
- 6.3 Without prejudice to any other right of audit or access granted to the Buyer pursuant to this Contract, the Buyer and/or its authorised representatives shall be entitled, at any time upon giving reasonable notice to the Supplier, to carry out such tests (including penetration tests) as it may deem necessary in relation to the ISMS and the Supplier's compliance with the ISMS and the Security Management Plan. The Buyer may notify the Supplier of the results of such tests after completion of each such test. If

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any such Buyer's test adversely affects the Supplier's ability to deliver the Deliverables so as to meet the KPIs, the Supplier shall be granted relief against any resultant under-performance for the period of the Buyer's test.

- 6.4 Where any Security Test carried out pursuant to Paragraphs 6.2 or 6.3 reveals any actual or potential Breach of Security or weaknesses (including un-patched vulnerabilities, poor configuration and/or incorrect system management), the Supplier shall promptly notify the Buyer of any changes to the ISMS and to the Security Management Plan (and the implementation thereof) which the Supplier proposes to make in order to correct such failure or weakness. Subject to the Buyer's prior written Approval, the Supplier shall implement such changes to the ISMS and the Security Management Plan and repeat the relevant Security Tests in accordance with the timetable agreed with the Buyer or, otherwise, as soon as reasonably possible. For the avoidance of doubt, where the change to the ISMS or Security Management Plan is to address a non-compliance with the Security Policy or security requirements (as set out in Annex 1 (Baseline Security Requirements) to this Schedule) or the requirements of this Schedule, the change to the ISMS or Security Management Plan shall be at no cost to the Buyer.
- 6.5 If any repeat Security Test carried out pursuant to Paragraph 6.4 reveals an actual or potential Breach of Security exploiting the same root cause failure, such circumstance shall constitute a material Default of this Contract.

7. Complying with the ISMS

- 7.1 The Buyer shall be entitled to carry out such security audits as it may reasonably deem necessary in order to ensure that the ISMS maintains compliance with the principles and practices of ISO 27001 and/or the Security Policy where such compliance is required in accordance with paragraph 3.4.3 d.
- 7.2 If, on the basis of evidence provided by such security audits, it is the Buyer's reasonable opinion that compliance with the principles and practices of ISO/IEC 27001 and/or, where relevant, the Security Policy are not being achieved by the Supplier, then the Buyer shall notify the Supplier of the same and give the Supplier a reasonable time (having regard to the extent and criticality of any non-compliance and any other relevant circumstances) to implement and remedy. If the Supplier does not become compliant within the required time then the Buyer shall have the right to obtain an independent audit against these standards in whole or in part.
- 7.3 If, as a result of any such independent audit as described in Paragraph the Supplier is found to be non-compliant with the principles and practices of ISO/IEC 27001 and/or, where relevant, the Security Policy then the Supplier shall, at its own expense, undertake those actions required in order to achieve the necessary compliance and shall reimburse in full the costs incurred by the Buyer in obtaining such audit.

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8. Security Breach

- 8.1 Either Party shall notify the other in accordance with the agreed security incident management process as defined by the ISMS upon becoming aware of any breach of security or any potential or attempted Breach of Security.
- 8.2 Without prejudice to the security incident management process, upon becoming aware of any of the circumstances referred to in Paragraph 8.1, the Supplier shall:
 - 8.2.1 immediately take all reasonable steps (which shall include any action or changes reasonably required by the Buyer) necessary to:
 - (a) minimise the extent of actual or potential harm caused by any Breach of Security;
 - (b) remedy such Breach of Security or any potential or attempted Breach of Security in order to protect the integrity of the Buyer Property and/or Buyer Assets and/or ISMS to the extent that this is within the Supplier's control;
 - (c) apply a tested mitigation against any such Breach of Security or attempted Breach of Security and provided that reasonable testing has been undertaken by the Supplier, if the mitigation adversely affects the Supplier's ability to provide the Deliverables so as to meet the relevant Service Level Performance Indicators, the Supplier shall be granted relief against any resultant under-performance for such period as the Buyer, acting reasonably, may specify by written notice to the Supplier;
 - (d) prevent a further Breach of Security or any potential or attempted Breach of Security in the future exploiting the same root cause failure; and
 - (e) supply any requested data to the Buyer (or the Computer Emergency Response Team for UK Government ("GovCertUK")) on the Buyer's request within two (2) Working Days and without charge (where such requests are reasonably related to a possible incident or compromise); and
 - (f) as soon as reasonably practicable provide to the Buyer full details (using the reporting mechanism defined by the ISMS) of the Breach of Security or attempted Breach of Security, including a root cause analysis where required by the Buyer.
- 8.3 In the event that any action is taken in response to a Breach of Security or potential or attempted Breach of Security that demonstrates non-compliance of the ISMS with the Security Policy (where relevant) or the

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requirements of this Schedule, then any required change to the ISMS shall be at no cost to the Buyer.

9. Vulnerabilities and fixing them

- 9.1 The Buyer and the Supplier acknowledge that from time to time vulnerabilities in the ICT Environment will be discovered which unless mitigated will present an unacceptable risk to the Buyer's information.
- 9.2 The severity of threat vulnerabilities for COTS Software shall be categorised by the Supplier as 'Critical', 'Important' and 'Other' by aligning these categories to the vulnerability scoring according to the agreed method in the ISMS and using the appropriate vulnerability scoring systems including:
 - 9.2.1 the 'National Vulnerability Database' 'Vulnerability Severity Ratings': 'High', 'Medium' and 'Low' respectively (these in turn are aligned to CVSS scores as set out by NIST <http://nvd.nist.gov/cvss.cfm>); and
 - 9.2.2 Microsoft's 'Security Bulletin Severity Rating System' ratings 'Critical', 'Important', and the two remaining levels ('Moderate' and 'Low') respectively.
- 9.3 The Supplier shall procure the application of security patches to vulnerabilities within a maximum period from the public release of such patches with those vulnerabilities categorised as 'Critical' within 14 days of release, 'Important' within 30 days of release and all 'Other' within 60 Working Days of release, except where:
 - 9.3.1 the Supplier can demonstrate that a vulnerability is not exploitable within the context of any Service (e.g. because it resides in a software component which is not running in the service) provided vulnerabilities which the Supplier asserts cannot be exploited within the context of a Service must be remedied by the Supplier within the above timescales if the vulnerability becomes exploitable within the context of the Service;
 - 9.3.2 the application of a 'Critical' or 'Important' security patch adversely affects the Supplier's ability to deliver the Services in which case the Supplier shall be granted an extension to such timescales of 5 days, provided the Supplier had followed and continues to follow the security patch test plan agreed with the Buyer; or
 - 9.3.3 the Buyer agrees a different maximum period after a case-by-case consultation with the Supplier under the processes defined in the ISMS.
- 9.4 The Specification and Mobilisation Plan (if applicable) shall include provisions for major version upgrades of all COTS Software to be upgraded within 6 Months of the release of the latest version, such that it is no more than one major version level below the latest release (normally codified as running software no older than the 'n-1 version') throughout the Term unless:

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- 9.4.1 where upgrading such COTS Software reduces the level of mitigations for known threats, vulnerabilities or exploitation techniques, provided always that such upgrade is made within 12 Months of release of the latest version; or
- 9.4.2 is agreed with the Buyer in writing.
- 9.5 The Supplier shall:
 - 9.5.1 implement a mechanism for receiving, analysing and acting upon threat information supplied by GovCertUK, or any other competent Central Government Body;
 - 9.5.2 ensure that the ICT Environment (to the extent that the ICT Environment is within the control of the Supplier) is monitored to facilitate the detection of anomalous behaviour that would be indicative of system compromise;
 - 9.5.3 ensure it is knowledgeable about the latest trends in threat, vulnerability and exploitation that are relevant to the ICT Environment by actively monitoring the threat landscape during the Contract Period;
 - 9.5.4 pro-actively scan the ICT Environment (to the extent that the ICT Environment is within the control of the Supplier) for vulnerable components and address discovered vulnerabilities through the processes described in the ISMS as developed under Paragraph 3.4.5;
 - 9.5.5 from the date specified in the Security Management Plan provide a report to the Buyer within five (5) Working Days of the end of each Month detailing both patched and outstanding vulnerabilities in the ICT Environment (to the extent that the ICT Environment is within the control of the Supplier) and any elapsed time between the public release date of patches and either time of application or for outstanding vulnerabilities the time of issue of such report;
 - 9.5.6 propose interim mitigation measures to vulnerabilities in the ICT Environment known to be exploitable where a security patch is not immediately available;
 - 9.5.7 remove or disable any extraneous interfaces, services or capabilities that are not needed for the provision of the Services (in order to reduce the attack surface of the ICT Environment); and
 - 9.5.8 inform the Buyer when it becomes aware of any new threat, vulnerability or exploitation technique that has the potential to affect the security of the ICT Environment and provide initial indications of possible mitigations.
- 9.6 If the Supplier is unlikely to be able to mitigate the vulnerability within the timescales under this Paragraph 9, the Supplier shall immediately notify the Buyer.

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- 9.7 A failure to comply with Paragraph 9.3 shall constitute a Default, and the Supplier shall comply with the Rectification Plan Process.

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Part B – Annex 1:

Baseline security requirements

1. Handling Classified information

- 1.1 The Supplier shall not handle Buyer information classified SECRET or TOP SECRET except if there is a specific requirement and in this case prior to receipt of such information the Supplier shall seek additional specific guidance from the Buyer.

2. End user devices

- 2.1 When Government Data resides on a mobile, removable or physically uncontrolled device it must be stored encrypted using a product or system component which has been formally assured through a recognised certification process of the National Cyber Security Centre ("NCSC") to at least Foundation Grade, for example, under the NCSC Commercial Product Assurance scheme ("CPA").
- 2.2 Devices used to access or manage Government Data and services must be under the management authority of Buyer or Supplier and have a minimum set of security policy configuration enforced. These devices must be placed into a 'known good' state prior to being provisioned into the management authority of the Buyer. Unless otherwise agreed with the Buyer in writing, all Supplier devices are expected to meet the set of security requirements set out in the End User Devices Security Guidance (<https://www.ncsc.gov.uk/guidance/end-user-device-security>). Where the guidance highlights shortcomings in a particular platform the Supplier may wish to use, then these should be discussed with the Buyer and a joint decision shall be taken on whether the residual risks are acceptable. Where the Supplier wishes to deviate from the NCSC guidance, then this should be agreed in writing on a case by case basis with the Buyer.

3. Data Processing, Storage, Management and Destruction

- 3.1 The Supplier and Buyer recognise the need for the Buyer's information to be safeguarded under the UK Data Protection regime or a similar regime. To that end, the Supplier must be able to state to the Buyer the physical locations in which data may be stored, processed and managed from, and what legal and regulatory frameworks Government Data will be subject to at all times.
- 3.2 The Supplier shall agree any change in location of data storage, processing and administration with the Buyer in accordance with Clause 14 (Data protection).
- 3.3 The Supplier shall:
 - 3.3.1 provide the Buyer with all Government Data on demand in an agreed open format;

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- 3.3.2 have documented processes to guarantee availability of Government Data in the event of the Supplier ceasing to trade;
- 3.3.3 securely destroy all media that has held Government Data at the end of life of that media in line with Good Industry Practice; and
- 3.3.4 securely erase any or all Government Data held by the Supplier when requested to do so by the Buyer.

4. Ensuring secure communications

- 4.1 The Buyer requires that any Government Data transmitted over any public network (including the Internet, mobile networks or un-protected enterprise network) or to a mobile device must be encrypted using a product or system component which has been formally assured through a certification process recognised by NCSC, to at least Foundation Grade, for example, under CPA.
- 4.2 The Buyer requires that the configuration and use of all networking equipment to provide the Services, including those that are located in secure physical locations, are at least compliant with Good Industry Practice.

5. Security by design

- 5.1 The Supplier shall apply the 'principle of least privilege' (the practice of limiting systems, processes and user access to the minimum possible level) to the design and configuration of IT systems which will process or store Government Data.
- 5.2 When designing and configuring the ICT Environment (to the extent that the ICT Environment is within the control of the Supplier) the Supplier shall follow Good Industry Practice and seek guidance from recognised security professionals with the appropriate skills and/or NCSC certification (<https://www.ncsc.gov.uk/section/products-services/ncsc-certification>) for all bespoke or complex components of the ICT Environment (to the extent that the ICT Environment is within the control of the Supplier).

6. Security of Supplier Staff

- 6.1 Supplier Staff shall be subject to pre-employment checks that include, as a minimum: identity, unspent criminal convictions and right to work.
- 6.2 The Supplier shall agree on a case by case basis Supplier Staff roles which require specific government clearances (such as 'SC') including system administrators with privileged access to IT systems which store or process Government Data.
- 6.3 The Supplier shall prevent Supplier Staff who are unable to obtain the required security clearances from accessing systems which store, process, or are used to manage Government Data except where agreed with the Buyer in writing.

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- 6.4 All Supplier Staff that have the ability to access Government Data or systems holding Government Data shall undergo regular training on secure information management principles. Unless otherwise agreed with the Buyer in writing, this training must be undertaken annually.
- 6.5 Where the Supplier or Subcontractors grants increased ICT privileges or access rights to Supplier Staff, those Supplier Staff shall be granted only those permissions necessary for them to carry out their duties. When staff no longer need elevated privileges or leave the organisation, their access rights shall be revoked within one (1) Working Day.

7. Restricting and monitoring access

- 7.1 The Supplier shall operate an access control regime to ensure all users and administrators of the ICT Environment (to the extent that the ICT Environment is within the control of the Supplier) are uniquely identified and authenticated when accessing or administering the Services. Applying the 'principle of least privilege', users and administrators shall be allowed access only to those parts of the ICT Environment that they require. The Supplier shall retain an audit record of accesses.

8. Audit

- 8.1 The Supplier shall collect audit records which relate to security events in the systems or that would support the analysis of potential and actual compromises. In order to facilitate effective monitoring and forensic readiness such Supplier audit records should (as a minimum) include:
 - 8.1.1 Logs to facilitate the identification of the specific asset which makes every outbound request external to the ICT Environment (to the extent that the ICT Environment is within the control of the Supplier). To the extent the design of the Deliverables allows such logs shall include those from DHCP servers, HTTP/HTTPS proxy servers, firewalls and routers.
 - 8.1.2 Security events generated in the ICT Environment (to the extent that the ICT Environment is within the control of the Supplier) and shall include: privileged account log-on and log-off events, the start and termination of remote access sessions, security alerts from desktops and server operating systems and security alerts from third party security software.
- 8.2 The Supplier and the Buyer shall work together to establish any additional audit and monitoring requirements for the ICT Environment.
- 8.3 The Supplier shall retain audit records collected in compliance with this Paragraph 8 for a period of at least 6 Months.

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Part B – Annex 2 - Security Management Plan

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Order Schedule 10 (Exit Management)

1. Definitions

1.1 In this Schedule, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

"Exclusive Assets"	1 Supplier Assets used exclusively by the Supplier or a Key Subcontractor in the provision of the Deliverables;
"Exit Information"	2 has the meaning given to it in Paragraph 3.1 of this Schedule;
"Exit Manager"	3 the person appointed by each Party to manage their respective obligations under this Schedule;
"Net Book Value"	4 the current net book value of the relevant Supplier Asset(s) calculated in accordance with the DPS Application or Order Tender (if stated) or (if not stated) the depreciation policy of the Supplier (which the Supplier shall ensure is in accordance with Good Industry Practice);
"Non-Exclusive Assets"	5 those Supplier Assets used by the Supplier or a Key Subcontractor in connection with the Deliverables but which are also used by the Supplier or Key Subcontractor for other purposes;
"Registers"	6 the register and configuration database referred to in Paragraph 2.2 of this Schedule;
"Replacement Goods"	7 any goods which are substantially similar to any of the Goods and which the Buyer receives in substitution for any of the Goods following the End Date, whether those goods are provided by the Buyer internally and/or by any third party;
"Replacement Services"	8 any services which are substantially similar to any of the Services and which the Buyer receives in substitution for any of the Services following the End Date, whether those goods are provided by the Buyer internally and/or by any third party;
"Termination Assistance"	9 the activities to be performed by the Supplier pursuant to the Exit Plan, and

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	other assistance required by the Buyer pursuant to the Termination Assistance Notice;
"Termination Assistance Notice"	10 has the meaning given to it in Paragraph 5.1 of this Schedule;
"Termination Assistance Period"	11 the period specified in a Termination Assistance Notice for which the Supplier is required to provide the Termination Assistance as such period may be extended pursuant to Paragraph 5.2 of this Schedule;
"Transferable Assets"	12 Exclusive Assets which are capable of legal transfer to the Buyer;
"Transferable Contracts"	13 Sub-Contracts, licences for Supplier's Software, licences for Third Party Software or other agreements which are necessary to enable the Buyer or any Replacement Supplier to provide the Deliverables or the Replacement Goods and/or Replacement Services, including in relation to licences all relevant Documentation;
"Transferring Assets"	14 has the meaning given to it in Paragraph 8.2.1 of this Schedule;
"Transferring Contracts"	15 has the meaning given to it in Paragraph 8.2.3 of this Schedule.

2. Supplier must always be prepared for contract exit

2.1 The Supplier shall within 30 days from the Start Date provide to the Buyer a copy of its depreciation policy to be used for the purposes of calculating Net Book Value.

2.2 During the Contract Period, the Supplier shall promptly:

- 2.2.1 create and maintain a detailed register of all Supplier Assets (including description, condition, location and details of ownership and status as either Exclusive Assets or Non-Exclusive Assets and Net Book Value) and Sub-contracts and other relevant agreements required in connection with the Deliverables; and
- 2.2.2 create and maintain a configuration database detailing the technical infrastructure and operating procedures through which the Supplier provides the Deliverables

("Registers").

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2.3 The Supplier shall:

2.3.1 ensure that all Exclusive Assets listed in the Registers are clearly physically identified as such; and

2.3.2 procure that all licences for Third Party Software and all Sub-Contracts shall be assignable and/or capable of novation (at no cost or restriction to the Buyer) at the request of the Buyer to the Buyer (and/or its nominee) and/or any Replacement Supplier upon the Supplier ceasing to provide the Deliverables (or part of them) and if the Supplier is unable to do so then the Supplier shall promptly notify the Buyer and the Buyer may require the Supplier to procure an alternative Subcontractor or provider of Deliverables.

2.4 Each Party shall appoint an Exit Manager within three (3) Months of the Start Date. The Parties' Exit Managers will liaise with one another in relation to all issues relevant to the expiry or termination of this Contract.

3. Assisting re-competition for Deliverables

3.1 The Supplier shall, on reasonable notice, provide to the Buyer and/or its potential Replacement Suppliers (subject to the potential Replacement Suppliers entering into reasonable written confidentiality undertakings), such information (including any access) as the Buyer shall reasonably require in order to facilitate the preparation by the Buyer of any invitation to tender and/or to facilitate any potential Replacement Suppliers undertaking due diligence (the "**Exit Information**").

3.2 The Supplier acknowledges that the Buyer may disclose the Supplier's Confidential Information (excluding the Supplier's or its Subcontractors' prices or costs) to an actual or prospective Replacement Supplier to the extent that such disclosure is necessary in connection with such engagement.

3.3 The Supplier shall provide complete updates of the Exit Information on an as-requested basis as soon as reasonably practicable and notify the Buyer within five (5) Working Days of any material change to the Exit Information which may adversely impact upon the provision of any Deliverables (and shall consult the Buyer in relation to any such changes).

3.4 The Exit Information shall be accurate and complete in all material respects and shall be sufficient to enable a third party to prepare an informed offer for those Deliverables; and not be disadvantaged in any procurement process compared to the Supplier.

4. Exit Plan

4.1 The Supplier shall, within three (3) Months after the Start Date, deliver to the Buyer an Exit Plan which complies with the requirements set out in Paragraph 4.3 of this Schedule and is otherwise reasonably satisfactory to the Buyer.

4.2 The Parties shall use reasonable endeavours to agree the contents of the Exit Plan. If the Parties are unable to agree the contents of the Exit Plan

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within twenty (20) Working Days of the latest date for its submission pursuant to Paragraph 4.1, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.

4.3 The Exit Plan shall set out, as a minimum:

- 4.3.1 a detailed description of both the transfer and cessation processes, including a timetable;
- 4.3.2 how the Deliverables will transfer to the Replacement Supplier and/or the Buyer;
- 4.3.3 details of any contracts which will be available for transfer to the Buyer and/or the Replacement Supplier upon the Expiry Date together with any reasonable costs required to effect such transfer;
- 4.3.4 proposals for the training of key members of the Replacement Supplier's staff in connection with the continuation of the provision of the Deliverables following the Expiry Date;
- 4.3.5 proposals for providing the Buyer or a Replacement Supplier copies of all documentation relating to the use and operation of the Deliverables and required for their continued use;
- 4.3.6 proposals for the assignment or novation of all services utilised by the Supplier in connection with the supply of the Deliverables;
- 4.3.7 proposals for the identification and return of all Buyer Property in the possession of and/or control of the Supplier or any third party;
- 4.3.8 proposals for the disposal of any redundant Deliverables and materials;
- 4.3.9 how the Supplier will ensure that there is no disruption to or degradation of the Deliverables during the Termination Assistance Period; and
- 4.3.10 any other information or assistance reasonably required by the Buyer or a Replacement Supplier.

4.4 The Supplier shall:

- 4.4.1 maintain and update the Exit Plan (and risk management plan) no less frequently than:
 - (a) every six (6) months throughout the Contract Period; and
 - (b) no later than twenty (20) Working Days after a request from the Buyer for an up-to-date copy of the Exit Plan;
 - (c) as soon as reasonably possible following a Termination Assistance Notice, and in any event no later than ten (10) Working Days after the date of the Termination Assistance Notice;
 - (d) as soon as reasonably possible following, and in any event no later than ten (10) Working Days following,

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any material change to the Deliverables (including all changes under the Variation Procedure); and

4.4.2 jointly review and verify the Exit Plan if required by the Buyer and promptly correct any identified failures.

4.5 Only if (by notification to the Supplier in writing) the Buyer agrees with a draft Exit Plan provided by the Supplier under Paragraph 4.2 or 4.4 (as the context requires), shall that draft become the Exit Plan for this Contract.

4.6 A version of an Exit Plan agreed between the parties shall not be superseded by any draft submitted by the Supplier.

5. Termination Assistance

5.1 The Buyer shall be entitled to require the provision of Termination Assistance at any time during the Contract Period by giving written notice to the Supplier (a "**Termination Assistance Notice**") at least four (4) Months prior to the Expiry Date or as soon as reasonably practicable (but in any event, not later than one (1) Month) following the service by either Party of a Termination Notice. The Termination Assistance Notice shall specify:

5.1.1 the nature of the Termination Assistance required; and

5.1.2 the start date and period during which it is anticipated that Termination Assistance will be required, which shall continue no longer than twelve (12) Months after the date that the Supplier ceases to provide the Deliverables.

5.2 The Buyer shall have an option to extend the Termination Assistance Period beyond the Termination Assistance Notice period provided that such extension shall not extend for more than six (6) Months beyond the end of the Termination Assistance Period and provided that it shall notify the Supplier of such this extension no later than twenty (20) Working Days prior to the date on which the provision of Termination Assistance is otherwise due to expire. The Buyer shall have the right to terminate its requirement for Termination Assistance by serving not less than (20) Working Days' written notice upon the Supplier.

5.3 In the event that Termination Assistance is required by the Buyer but at the relevant time the parties are still agreeing an update to the Exit Plan pursuant to Paragraph 4, the Supplier will provide the Termination Assistance in good faith and in accordance with the principles in this Schedule and the last Buyer approved version of the Exit Plan (insofar as it still applies).

6. Termination Assistance Period

6.1 Throughout the Termination Assistance Period the Supplier shall:

6.1.1 continue to provide the Deliverables (as applicable) and otherwise perform its obligations under this Contract and, if required by the Buyer, provide the Termination Assistance;

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- 6.1.2 provide to the Buyer and/or its Replacement Supplier any reasonable assistance and/or access requested by the Buyer and/or its Replacement Supplier including assistance and/or access to facilitate the orderly transfer of responsibility for and conduct of the Deliverables to the Buyer and/or its Replacement Supplier;
- 6.1.3 use all reasonable endeavours to reallocate resources to provide such assistance without additional costs to the Buyer;
- 6.1.4 subject to Paragraph 6.3, provide the Deliverables and the Termination Assistance at no detriment to the Performance Indicators (PI's) or Service Levels, the provision of the Management Information or any other reports nor to any other of the Supplier's obligations under this Contract;
- 6.1.5 at the Buyer's request and on reasonable notice, deliver up-to-date Registers to the Buyer;
- 6.1.6 seek the Buyer's prior written consent to access any Buyer Premises from which the de-installation or removal of Supplier Assets is required.
- 6.2 If it is not possible for the Supplier to reallocate resources to provide such assistance as is referred to in Paragraph 6.1.2 without additional costs to the Buyer, any additional costs incurred by the Supplier in providing such reasonable assistance shall be subject to the Variation Procedure.
- 6.3 If the Supplier demonstrates to the Buyer's reasonable satisfaction that the provision of the Termination Assistance will have a material, unavoidable adverse effect on the Supplier's ability to meet one or more particular Service Levels, the Parties shall vary the relevant Service Levels and/or the applicable Service Credits accordingly.

7. Obligations when the contract is terminated

- 7.1 The Supplier shall comply with all of its obligations contained in the Exit Plan.
- 7.2 Upon termination or expiry or at the end of the Termination Assistance Period (or earlier if this does not adversely affect the Supplier's performance of the Deliverables and the Termination Assistance), the Supplier shall:
 - 7.2.1 vacate any Buyer Premises;
 - 7.2.2 remove the Supplier Equipment together with any other materials used by the Supplier to supply the Deliverables and shall leave the Sites in a clean, safe and tidy condition. The Supplier is solely responsible for making good any damage to the Sites or any objects contained thereon, other than fair wear and tear, which is caused by the Supplier;
 - 7.2.3 provide access during normal working hours to the Buyer and/or the Replacement Supplier for up to twelve (12) Months after expiry or termination to:
 - (a) such information relating to the Deliverables as remains in the possession or control of the Supplier; and

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- (b) such members of the Supplier Staff as have been involved in the design, development and provision of the Deliverables and who are still employed by the Supplier, provided that the Buyer and/or the Replacement Supplier shall pay the reasonable costs of the Supplier actually incurred in responding to such requests for access.

7.3 Except where this Contract provides otherwise, all licences, leases and authorisations granted by the Buyer to the Supplier in relation to the Deliverables shall be terminated with effect from the end of the Termination Assistance Period.

8. Assets, Sub-contracts and Software

8.1 Following notice of termination of this Contract and during the Termination Assistance Period, the Supplier shall not, without the Buyer's prior written consent:

- 8.1.1 terminate, enter into or vary any Sub-contract or licence for any software in connection with the Deliverables; or
- 8.1.2 (subject to normal maintenance requirements) make material modifications to, or dispose of, any existing Supplier Assets or acquire any new Supplier Assets.

8.2 Within twenty (20) Working Days of receipt of the up-to-date Registers provided by the Supplier, the Buyer shall notify the Supplier setting out:

- 8.2.1 which, if any, of the Transferable Assets the Buyer requires to be transferred to the Buyer and/or the Replacement Supplier ("**Transferring Assets**");
- 8.2.2 which, if any, of:
 - (a) the Exclusive Assets that are not Transferable Assets; and
 - (b) the Non-Exclusive Assets,
 the Buyer and/or the Replacement Supplier requires the continued use of; and

- 8.2.3 which, if any, of Transferable Contracts the Buyer requires to be assigned or novated to the Buyer and/or the Replacement Supplier (the "**Transferring Contracts**"),

in order for the Buyer and/or its Replacement Supplier to provide the Deliverables from the expiry of the Termination Assistance Period. The Supplier shall provide all reasonable assistance required by the Buyer and/or its Replacement Supplier to enable it to determine which Transferable Assets and Transferable Contracts are required to provide the Deliverables or the Replacement Goods and/or Replacement Services.

8.3 With effect from the expiry of the Termination Assistance Period, the Supplier shall sell the Transferring Assets to the Buyer and/or the

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Replacement Supplier for their Net Book Value less any amount already paid for them through the Charges.

8.4 Risk in the Transferring Assets shall pass to the Buyer or the Replacement Supplier (as appropriate) at the end of the Termination Assistance Period and title shall pass on payment for them.

8.5 Where the Buyer and/or the Replacement Supplier requires continued use of any Exclusive Assets that are not Transferable Assets or any Non-Exclusive Assets, the Supplier shall as soon as reasonably practicable:

8.5.1 procure a non-exclusive, perpetual, royalty-free licence for the Buyer and/or the Replacement Supplier to use such assets (with a right of sub-licence or assignment on the same terms); or failing which

8.5.2 procure a suitable alternative to such assets, the Buyer or the Replacement Supplier to bear the reasonable proven costs of procuring the same.

8.6 The Supplier shall as soon as reasonably practicable assign or procure the novation of the Transferring Contracts to the Buyer and/or the Replacement Supplier. The Supplier shall execute such documents and provide such other assistance as the Buyer reasonably requires to effect this novation or assignment.

8.7 The Buyer shall:

8.7.1 accept assignments from the Supplier or join with the Supplier in procuring a novation of each Transferring Contract; and

8.7.2 once a Transferring Contract is novated or assigned to the Buyer and/or the Replacement Supplier, discharge all the obligations and liabilities created by or arising under that Transferring Contract and exercise its rights arising under that Transferring Contract, or as applicable, procure that the Replacement Supplier does the same.

8.8 The Supplier shall hold any Transferring Contracts on trust for the Buyer until the transfer of the relevant Transferring Contract to the Buyer and/or the Replacement Supplier has taken place.

8.9 The Supplier shall indemnify the Buyer (and/or the Replacement Supplier, as applicable) against each loss, liability and cost arising out of any claims made by a counterparty to a Transferring Contract which is assigned or novated to the Buyer (and/or Replacement Supplier) pursuant to Paragraph 8.6 in relation to any matters arising prior to the date of assignment or novation of such Transferring Contract. Clause 19 (Other people's rights in this contract) shall not apply to this Paragraph 8.9 which is intended to be enforceable by Third Parties Beneficiaries by virtue of the CRTPA.

9. No charges

9.1 Unless otherwise stated, the Buyer shall not be obliged to pay for costs incurred by the Supplier in relation to its compliance with this Schedule.

Order Schedule 10 (Exit Management)

Order Ref:

Crown Copyright 2021

10. Dividing the bills

10.1 All outgoings, expenses, rents, royalties and other periodical payments receivable in respect of the Transferring Assets and Transferring Contracts shall be apportioned between the Buyer and/or the Replacement and the Supplier as follows:

10.1.1 the amounts shall be annualised and divided by 365 to reach a daily rate;

10.1.2 the Buyer or Replacement Supplier (as applicable) shall be responsible for or entitled to (as the case may be) that part of the value of the invoice pro rata to the number of complete days following the transfer, multiplied by the daily rate; and

10.1.3 the Supplier shall be responsible for or entitled to (as the case may be) the rest of the invoice.

Order Schedule 16 (Benchmarking)

Order Ref:

Crown Copyright 2021

Order Schedule 16 (Benchmarking)

1. DEFINITIONS

1.1 In this Schedule, the following expressions shall have the following meanings:

"Benchmark Review"	a review of the Deliverables carried out in accordance with this Schedule to determine whether those Deliverables represent Good Value;
"Benchmarked Deliverables"	any Deliverables included within the scope of a Benchmark Review pursuant to this Schedule;
"Comparable Rates"	the Charges for Comparable Deliverables;
"Comparable Deliverables"	deliverables that are identical or materially similar to the Benchmarked Deliverables (including in terms of scope, specification, volume and quality of performance) provided that if no identical or materially similar Deliverables exist in the market, the Supplier shall propose an approach for developing a comparable Deliverables benchmark;
"Comparison Group"	a sample group of organisations providing Comparable Deliverables which consists of organisations which are either of similar size to the Supplier or which are similarly structured in terms of their business and their service offering so as to be fair comparators with the Supplier or which, are best practice organisations;
"Equivalent Data"	data derived from an analysis of the Comparable Rates and/or the Comparable Deliverables (as applicable) provided by the Comparison Group;
"Good Value"	that the Benchmarked Rates are within the Upper Quartile; and
"Upper Quartile"	in respect of Benchmarked Rates, that based on an analysis of Equivalent Data, the Benchmarked Rates, as compared to the range of prices for Comparable Deliverables, are within the top 25% in terms of best value for money for the recipients of Comparable Deliverables.

Order Schedule 16 (Benchmarking)

Order Ref:

Crown Copyright 2021

2. When you should use this Schedule

- 2.1 The Supplier acknowledges that the Buyer wishes to ensure that the Deliverables, represent value for money to the taxpayer throughout the Contract Period.
- 2.2 This Schedule sets to ensure the Contracts represent value for money throughout and that the Buyer may terminate the Contract by issuing a Termination Notice to the Supplier if the Supplier refuses or fails to comply with its obligations as set out in Paragraphs 3 of this Schedule.
- 2.3 Amounts payable under this Schedule shall not fall within the definition of a Cost.

3. Benchmarking

3.1 How benchmarking works

- 3.1.1 The Buyer and the Supplier recognise that, where specified in DPS Schedule 4 (DPS Management), the Buyer may give CCS the right to enforce the Buyer's rights under this Schedule.
- 3.1.2 The Buyer may, by written notice to the Supplier, require a Benchmark Review of any or all of the Deliverables.
- 3.1.3 The Buyer shall not be entitled to request a Benchmark Review during the first six (6) Month period from the Contract Start Date or at intervals of less than twelve (12) Months after any previous Benchmark Review.
- 3.1.4 The purpose of a Benchmark Review will be to establish whether the Benchmarked Deliverables are, individually and/or as a whole, Good Value.
- 3.1.5 The Deliverables that are to be the Benchmarked Deliverables will be identified by the Buyer in writing.
- 3.1.6 Upon its request for a Benchmark Review the Buyer shall nominate a benchmarker. The Supplier must approve the nomination within ten (10) Working Days unless the Supplier provides a reasonable explanation for rejecting the appointment. If the appointment is rejected then the Buyer may propose an alternative benchmarker. If the Parties cannot agree the appointment within twenty (20) days of the initial request for Benchmark review then a benchmarker shall be selected by the Chartered Institute of Financial Accountants.
- 3.1.7 The cost of a benchmarker shall be borne by the Buyer (provided that each Party shall bear its own internal costs of the Benchmark Review) except where the Benchmark Review demonstrates that the Benchmarked Service and/or the Benchmarked Deliverables are not Good Value, in which case the Parties shall share the cost of the benchmarker in such proportions as the Parties agree (acting reasonably). Invoices by the benchmarker shall be raised against the Supplier and the relevant portion shall be reimbursed by the Buyer.

Order Schedule 16 (Benchmarking)

Order Ref:

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3.2 Benchmarking Process

- 3.2.1 The benchmarker shall produce and send to the Buyer, for Approval, a draft plan for the Benchmark Review which must include:
 - (a) a proposed cost and timetable for the Benchmark Review;
 - (b) a description of the benchmarking methodology to be used which must demonstrate that the methodology to be used is capable of fulfilling the benchmarking purpose; and
 - (c) a description of how the benchmarker will scope and identify the Comparison Group.
- 3.2.2 The benchmarker, acting reasonably, shall be entitled to use any model to determine the achievement of value for money and to carry out the benchmarking.
- 3.2.3 The Buyer must give notice in writing to the Supplier within ten (10) Working Days after receiving the draft plan, advising the benchmarker and the Supplier whether it Approves the draft plan, or, if it does not approve the draft plan, suggesting amendments to that plan (which must be reasonable). If amendments are suggested then the benchmarker must produce an amended draft plan and this Paragraph 3.2.3 shall apply to any amended draft plan.
- 3.2.4 Once both Parties have approved the draft plan then they will notify the benchmarker. No Party may unreasonably withhold or delay its Approval of the draft plan.
- 3.2.5 Once it has received the Approval of the draft plan, the benchmarker shall:
 - (a) finalise the Comparison Group and collect data relating to Comparable Rates. The selection of the Comparable Rates (both in terms of number and identity) shall be a matter for the Supplier's professional judgment using:
 - (i) market intelligence;
 - (ii) the benchmarker's own data and experience;
 - (iii) relevant published information; and
 - (iv) pursuant to Paragraph 3.2.7 below, information from other suppliers or purchasers on Comparable Rates;
 - (b) by applying the adjustment factors listed in Paragraph 3.2.7 and from an analysis of the Comparable Rates, derive the Equivalent Data;
 - (c) using the Equivalent Data, calculate the Upper Quartile;
 - (d) determine whether or not each Benchmarked Rate is, and/or the Benchmarked Rates as a whole are, Good Value.
- 3.2.6 The Supplier shall use all reasonable endeavours and act in good faith to supply information required by the benchmarker in order to

Order Schedule 16 (Benchmarking)

Order Ref:

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undertake the benchmarking. The Supplier agrees to use its reasonable endeavours to obtain information from other suppliers or purchasers on Comparable Rates.

3.2.7 In carrying out the benchmarking analysis the benchmarker may have regard to the following matters when performing a comparative assessment of the Benchmarked Rates and the Comparable Rates in order to derive Equivalent Data:

- (a) the contractual terms and business environment under which the Comparable Rates are being provided (including the scale and geographical spread of the customers);
- (b) exchange rates;
- (c) any other factors reasonably identified by the Supplier, which, if not taken into consideration, could unfairly cause the Supplier's pricing to appear non-competitive.

3.3 Benchmarking Report

3.3.1 For the purposes of this Schedule "**Benchmarking Report**" shall mean the report produced by the benchmarker following the Benchmark Review and as further described in this Schedule.

3.3.2 The benchmarker shall prepare a Benchmarking Report and deliver it to the Buyer, at the time specified in the plan Approved pursuant to Paragraph 3.2.3, setting out its findings. Those findings shall be required to:

- (a) include a finding as to whether or not a Benchmarked Service and/or whether the Benchmarked Deliverables as a whole are, Good Value;
- (b) if any of the Benchmarked Deliverables are, individually or as a whole, not Good Value, specify the changes that would be required to make that Benchmarked Service or the Benchmarked Deliverables as a whole Good Value; and
- (c) include sufficient detail and transparency so that the Party requesting the Benchmarking can interpret and understand how the Supplier has calculated whether or not the Benchmarked Deliverables are, individually or as a whole, Good Value.

The Parties agree that any changes required to this Contract identified in the Benchmarking Report shall be implemented at the direction of the Buyer in accordance with Clause 24 (Changing the contract).

Order Schedule 20 (Order Specification)
 Order Ref:
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Order Schedule 20 (Order Specification)

1. Services and Requirements:

- 1.1. The Supplier shall provide waves of tracking research with women, and tracking research with the sector, as instructed by Sport England during the course of the contract. Each wave will contain a project kick off, survey design, fieldwork and delivery. Within delivery, for each wave Sport England shall receive, an interim/topline report, a full report, data tables, wave-on-wave tables, an updated dashboard, and a debrief.
- 1.2. The Supplier will carry out campaign tracking with women and the sector to support evaluation of Sport England's different campaigns. The Supplier will operate online surveys of tracking research, as instructed by Sport England on a wave-by-wave basis (each a "**Wave Order**") to assess the reach and impact of Sport England's campaigns and report to Sport England on the results ("the **Services**").
- 1.3. The Supplier will provide the Services in line with the specifications, requirements and key performance indicators set out in:
 - 1.3.1. Specification of Sport England's Invitation to Tender, included in this contract as Order Schedule 4;
 - 1.3.2. Supplier's Tender Response included in this Contract as Order Schedule 4; and
 - 1.3.3. Clause 2 of this Schedule 20.
- 1.4. The Services will provide waves of tracking with women and the sector, as instructed by Sport England under a Wave Order. Each Wave Order will contain the following:
 - 1.4.1. a project kick off;
 - 1.4.2. survey design;
 - 1.4.3. fieldwork; and
 - 1.4.4. delivery.

2. Key Milestones and Deliverables

- 2.1. The Supplier must provide Sport England with the following agreed deliverables, in respect of each piece of research (each a '**Deliverable**')

Milestone / Deliverable	Description
Project kick-off and management:	
1.	A scoping meeting / phase at the start of the project (for each type of tracking e.g. TGC brand tracking, Sector tracking etc)
2.	Regular project management updates with the contract manager at Sport England to discuss progress and

Order Schedule 20 (Order Specification)

Order Ref:

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	milestones including: updates on the project progress at agreed intervals, including recruitment/sample, progress with quantitative tracking research milestones
Survey design:	
3. Timelines	Timelines for each wave of tracking carried out
4. Draft Survey	Produce a draft survey/questionnaire for each wave and supply to Sport England for approval, including a copy tracking changes from the previous wave. Working with Sport England to respond to and incorporate multiple rounds of feedback and amendments from Sport England.
Fieldwork:	
5. Carrying Out Survey	Delivery of questionnaire to meet agreed sample size / type of people agreed to deliver it to, including any required demographic variation and/or boosting requirements
6. Analysis	Quantitative analysis of each wave of tracking
Reporting outputs for each wave of research:	
7. Initial results	A meeting with the internal team to feedback initial results following analysis
8. Interim/topline KPI document	A short summary of headline findings – including key metrics relating to awareness and recognition of the campaign, claimed action in response, and general physical activity behaviour and attitudes. For existing campaigns, the summary should analyse previous data to include trends and comparisons.
9. Report	Production of a report detailing the findings of each wave of tracking, produced after each wave has been completed. This should be a PowerPoint presentation detailing the findings and recommendations. For existing campaigns, reporting should be tracked- including both graphs and analysis. Please note that the PowerPoint presentation may be required to pass Sport England's accessibility requirements. Work with the team delivering the qualitative tracking to bring together the two strands of work to build strategic big picture themes across the data sets.
10. Debrief	A verbal debrief session (presentation) for the project team outlining the research findings and recommendations.
11. Data tables	Raw SPSS files and full data tables in excel following each wave of tracking
12. Wave-on-wave tables	Creating a wave-on-wave table for the Sector Tracking Research, adding in the first wave of results as well as any subsequent waves of data. Addition of data to our wave-on-wave tables for brand tracking with women
13. Updated question tracking	Addition of questions and options to our question tracking spreadsheet for each piece of research

Order Schedule 20 (Order Specification)

Order Ref:

Crown Copyright 2021

- 2.2. Within three months of the commencement of the Term the Supplier will produce a Project Plan to be approved by Sport England, to manage control and delivery of the Services and agree timescales for provision of the Services (**'Milestone Dates'**).
- 2.3. The parties acknowledge that within each dip of research Sport England may identify changes to requirements for the Deliverables which do not materially alter the Services, and which Sport England will notify in writing to the Supplier, setting out the change to the deliverable and the revised Milestone Dates and updated Payment Schedule if applicable.
- 2.4. The Supplier will not commence work in respect of any of the Deliverables until the content of each of the Deliverables and timetable for the individual dip of research is approved by Sport England, such approval not to be unreasonably withheld.
- 2.5. The Supplier must achieve Successful Completion (as that term is defined in clause 3 of this Schedule 20) in respect of each of the Deliverables, by the agreed Milestone Dates.

3. Successful Completion

- 3.1. The parties agree that "Successful Completion" as referred to in this Schedule 20, will be achieved in respect of the Services (and the Deliverables) if the Services are completed to the satisfaction of Sport England (acting reasonably) and in accordance with the Contract.

SPORT ENGLAND QUANTITATIVE RESEARCH PROJECT WITH THE SECTOR - DATA PRIVACY NOTICE

30 September 2025

Introduction & Purpose

The English Sports Council (Sport England) is a non-departmental public body tasked by law with increasing participation in sport and physical activity in England. In January 2021 Sport England launched its 10-year strategy called Uniting the Movement (the Strategy) through which it intends to work with all stakeholders and participants in the sport sector to tackle access inequalities and provide opportunities to people and communities that have traditionally been left behind, while helping to remove the barriers to sport and physical activity participation.

Sport England have commissioned a research provider to conduct a survey for people working or volunteering in the sport and physical sector, or those who support people to be physically active. We will use a contracted supplier to deliver the research.

During this project we will be processing personal data relating to you. Under UK GDPR law, whenever your personal data is being processed you must be told what personal data will be processed, who will process it, how they will do so and the responsibilities they have to you and to the law. This privacy notice sets your rights and out how this processing will be done compliantly.

Who are the data subjects?

Members of the public who are invited to and then participate in the project by completing a survey, will be a data subject.

Who will be processing your Personal Data (Data Controllers & Data Processors)?

Sport England is the owner of the project and is an ICO registered data controller with registration number **ZA208476**. It is the data controller in relation to all the personal data collected from you which is used at any stage of the project. Sport England is responsible to ensure the data you provide for this project is processed in accordance with UK GDPR, this privacy notice and its general privacy statement which can be found here: <https://www.sportengland.org/privacy-statement>.

Sport England Authorised Suppliers. Wherever Sport England engages a supplier to provide services which involve the processing of your personal data in any way that Supplier will be an authorised data processor or sub processor who is authorised to process your personal data on our behalf.

Walnut Unlimited Ltd (Walnut) has contracted with, and been engaged by, Sport England to carry out the quantitative research, which makes them Sport England's appointed data processor. It is an ICO registered data processor with registration number **Z6247559**. Their privacy notice can be found [here](#). They are the lead supplier and will manage the delivery of the project. Walnut will only use your personal data to approve your selection for participation in this project, and to conduct the requested research.

Forsta Worldwide Ltd (Forsta) has been engaged to provide a research platform for the project, where survey responses will be collected and stored. They are an approved sub

processor and an ICO registered data processor with registration number **ZB398538**. Their privacy notice can be found [here](#).

TestSet Data Limited (TestSet) has been engaged as a panel provider for respondents to engage with the project and take part in the surveys. They are an approved sub processor and an ICO registered data processor with registration number **ZB660276**. Their privacy notice can be found [here](#). In addition, TestSet will also be the data controller if they are the company with whom you signed up with to take part in this research.

PureProfile Ltd (PureProfile) has been engaged as a panel provider for respondents to engage with the project and take part in the surveys. They are an approved sub processor and an ICO registered data processor with registration number **Z8017946**. Their privacy notice can be found [here](#). In addition, PureProfile will also be the data controller if they are the company with whom you signed up with to take part in this research.

Social Media Platforms. If Sport England publishes on or uses social media in the processing of any of your personal data, the respective social media platform will also be processing your personal data. The privacy notices for each platform will tell you how they also process your personal data independent of Sport England, accordingly Sport England will tell you whether it intends to publish information you provide on social media platforms at the time of collection.

Your Personal Data & Lawful Basis for Processing

Sport England or the authorised suppliers on our behalf will be processing all or some of following personal data in relation to you

Type of Personal Data	Lawful Basis for Processing	Purpose for Processing
First and last name, email address, telephone number, organisation name, role, opinion and views, age	Sport England-Public Task Suppliers-Contract	Contact, communication, registration, recruitment for project participation, database management To manage and comply with any administrative, legal or regulatory obligations To report to government departments To establish online community and enable participation in the survey
Gender, nationality, race, ethnicity, religion or religious belief, disabilities	Your Explicit Consent	To deepen the research To identify the targeted audience

Wherever Sport England or a supplier relies on consent or explicit consent you will be provided with a copy of this privacy notice at the time of recruitment and a process which will allow you to give your informed consent.

Storage, Retention & Deletion

Sport England will retain any personal data as part of its business records which are kept for three years according to our File Retention Schedule then deleted.

Walnut will retain your personal data/special category data for 60 days after the completion of the project, after which it will be deleted.

Forsta, TestSet, and PureProfile will hold your personal data/special category data for the duration of the project after which it will be deleted.

Restricted Transfer

Your data will be transferred outside of the UK to the EU for data storage purposes. The lawful basis for this transfer is adequacy.

Your Data Subject Rights

As a data subject, you have a number of rights. You can:

- access and obtain a copy of your data on request;
- require Sport England to change or complete incorrect or incomplete data;
- require Sport England to delete or stop processing your data, for example where the data is no longer necessary for the purposes of processing; and
- object to the processing of your data where Sport England is relying on its legitimate interests as the legal ground for processing,
- modify or withdraw your consent at any time,
- request erasure of your data

If you make a request, Sport England and any authorised supplier as approved data processors will have one calendar month to comply with your request.

You can submit a data subject rights request to us by using our [OneTrust Webform](#) to access our OneTrust Privacy Portal.

Sport England can also be contacted at DPO@sportengland.org

Walnut as the lead supplier can be contacted at liz.tubb@unlimitedgroup.com

Complaints

We must remind that you have a right to make a complaint in relation to the processing of your personal data. You may do so using our complaints process that can be found [here](#).

Further you are also entitled to complain about our processing of your personal data directly to the ICO who can be contacted [here](#) and you may enforce your data subject right through the courts.

SPORT ENGLAND QUANTITATIVE RESEARCH PROJECT WITH WOMEN AND GIRLS - DATA PRIVACY NOTICE

30 September 2025

Introduction & Purpose

The English Sports Council (Sport England) is a non-departmental public body tasked by law with increasing participation in sport and physical activity in England. In January 2021 Sport England launched its 10-year strategy called Uniting the Movement (the Strategy) through which it intends to work with all stakeholders and participants in the sport sector to tackle access inequalities and provide opportunities to people and communities that have traditionally been left behind, while helping to remove the barriers to sport and physical activity participation.

To explore the attitudes, behaviours and knowledge in relation to physical activity Sport England have commissioned a research provider to conduct a survey. This project intends to perform research into women and girls aged 14-74 and will use a contracted supplier to deliver the research.

During this project we will be processing personal data relating to you/your child. Under UK GDPR law, whenever your personal data is being processed you must be told what personal data will be processed, who will process it, how they will do so and the responsibilities they have to you and to the law. This privacy notice sets your rights and out how this processing will be done compliantly.

Who are the data subjects?

Members of the public who are invited to and then participate in the project by completing a survey, will be a data subject.

Who will be processing your Personal Data (Data Controllers & Data Processors)?

Sport England is the owner of the project and is an ICO registered data controller with registration number **ZA208476**. It is the data controller in relation to all the personal data collected from you which is used at any stage of the project. Sport England is responsible to ensure the data you provide for this project is processed in accordance with UK GDPR, this privacy notice and its general privacy statement which can be found here: <https://www.sportengland.org/privacy-statement>.

Sport England Authorised Suppliers. Wherever Sport England engages a supplier to provide services which involve the processing of your personal data in any way that Supplier will be an authorised data processor or sub processor who is authorised to process your personal data on our behalf.

Walnut Unlimited Ltd (Walnut) has contracted with, and been engaged by, Sport England to carry out the quantitative research, which makes them Sport England's appointed data processor. It is an ICO registered data processor with registration number **Z6247559**. Their privacy notice can be found [here](#). They are the lead supplier and will manage the delivery of the project. Walnut will only use your personal data/your child's personal data to approve your selection for participation in this project, and to conduct the requested research.

Forsta Worldwide Ltd (Forsta) has been engaged to provide a research platform for the project, where survey responses will be collected and stored. They are an approved sub

processor and an ICO registered data processor with registration number **ZB398538**. Their privacy notice can be found [here](#).

PureProfile Ltd (PureProfile) has been engaged as a panel provider for respondents to engage with the project and take part in the surveys. They are an approved sub processor and an ICO registered data processor with registration number **Z8017946**. Their privacy notice can be found [here](#). In addition, PureProfile will also be the data controller if they are the company with whom you signed up with to take part in this research.

CatalyseResearch Ltd (CatalyseResearch) has been engaged as a panel provider for respondents to engage with the project and take part in the surveys. They are an approved sub processor. Their privacy notice can be found [here](#). In addition, CatalyseResearch will also be the data controller if they are the company with whom you signed up with to take part in this research.

Toluna UK Ltd (Toluna) has been engaged as a panel provider for respondents to engage with the project and take part in the surveys. They are an approved sub processor and an ICO registered data processor with registration number **Z2725286**. Their privacy notice can be found [here](#). In addition, Toluna will also be the data controller if they are the company with whom you signed up with to take part in this research.

Social Media Platforms. If Sport England publishes on or uses social media in the processing of any of your personal data, the respective social media platform will also be processing your personal data. The privacy notices for each platform will tell you how they also process your personal data independent of Sport England, accordingly Sport England will tell you whether it intends to publish information you provide on social media platforms at the time of collection.

Your Personal Data & Lawful Basis for Processing

Sport England or the authorised suppliers on our behalf will be processing all or some of following personal data in relation to you

Type of Personal Data	Lawful Basis for Processing	Purpose for Processing
First and last name, email address, telephone number, organisation name, role, opinion and views, age	Sport England-Public Task Suppliers-Contract	Contact, communication, registration, recruitment for project participation, database management To manage and comply with any administrative, legal or regulatory obligations To report to government departments To establish online community and enable participation in the survey
Gender, nationality, race, ethnicity, religion or religious belief, disabilities	Your Explicit Consent	To deepen the research To identify the targeted audience

Wherever Sport England or a supplier relies on consent or explicit consent you will be provided with a copy of this privacy notice at the time of recruitment and a process which will allow you to give your informed consent.

Should your children be recruited, you will need to explain to your child that you will be sharing their information in this way.

Storage, Retention & Deletion

Sport England will retain any personal data as part of its business records which are kept for three years according to our File Retention Schedule then deleted.

Walnut will retain your personal data/special category data for 60 days after the completion of the project, after which it will be deleted.

Forsta, PureProfile, CatalyseResearch and Toluna will hold your personal data/special category data for the duration of the project after which it will be deleted.

Restricted Transfer

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Your Data Subject Rights

As a data subject, you have a number of rights. You can:

- access and obtain a copy of your data on request;
- require Sport England to change or complete incorrect or incomplete data;
- require Sport England to delete or stop processing your data, for example where the data is no longer necessary for the purposes of processing; and
- object to the processing of your data where Sport England is relying on its legitimate interests as the legal ground for processing,
- modify or withdraw your consent at any time,
- request erasure of your data

If you make a request, Sport England and any authorised supplier as approved data processors will have one calendar month to comply with your request.

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