



Crown
Commercial
Service

HM Treasury

- and -

Connect Internet Solutions Ltd

ATTACHMENT 5

relating to

**Provision of Upgrades to Government Economics Service
Members Intranet Site**

CCIS21A35

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ANNEX 1 – TERMS AND CONDITIONS

1 INTERPRETATION

1.1 In these terms and conditions:

“Agreement”	means the contract between (i) the Customer acting as part of the Crown and (ii) the Supplier constituted by the Supplier’s countersignature of the Award Letter and includes the Award Letter;
“Award Letter”	means the letter (including the Annexes thereto) from the Customer to the Supplier via the e-Sourcing Suite at the point of award;
“Central Government Body”	means a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics: (a) Government Department; (b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal); (c) Non-Ministerial Department; or (d) Executive Agency;
“Charges”	means the charges for the Services as specified in the Award Letter;
“Confidential Information”	means all information, whether written or oral (however recorded), provided by the disclosing Party to the receiving Party and which (i) is known by the receiving Party to be confidential; (ii) is marked as or stated to be confidential; or (iii) ought reasonably to be considered by the receiving Party to be confidential;
“Customer”	means the Contracting Authority/Customer named in the Award Letter;
“DPA”	means the Data Protection Act 2018;
“Expiry Date”	means the date for expiry of the Agreement as set out in the Award Letter;
“FOIA”	means the Freedom of Information Act 2000;
“Information”	has the meaning given under section 84 of the FOIA;
“Key Personnel”	means any persons specified as such in the Award Letter or otherwise notified as such by the Customer to the Supplier in writing;
“Party”	means the Supplier or the Customer (as appropriate) and “Parties” shall mean both of them;
“Personal Data”	means personal data (as defined in the DPA) which is processed by the Supplier or any Staff on behalf of the Customer pursuant to or in connection with this Agreement;
“Purchase	means the Customer’s unique number relating to the supply of the

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Order Number"	Services;
"Request for Information"	has the meaning set out in the FOIA or the Environmental Information Regulations 2004 as relevant (where the meaning set out for the term "request" shall apply);
"Services"	means the services to be supplied by the Supplier to the Customer under the Agreement;
"Specification"	means the specification for the Services (including as to quantity, description and quality) as specified in the Award Letter;
"Start Date"	means the commencement date of the Agreement as set out in the Award Letter;
"Staff"	means all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any sub-contractor of the Supplier engaged in the performance of the Supplier's obligations under the Agreement;
"Staff Vetting Procedures"	means vetting procedures that accord with good industry practice or, where requested by the Customer, the Customer's procedures for the vetting of personnel as provided to the Supplier from time to time;
"Supplier"	means the person named as Supplier in the Award Letter;
"Term"	means the period from the Start Date of the Agreement set out in the Award Letter to the Expiry Date as such period may be extended in accordance with clause 4.2 or terminated in accordance with the terms and conditions of the Agreement;
"VAT"	means value added tax in accordance with the provisions of the Value Added Tax Act 1994; and
"Working Day"	means a day (other than a Saturday or Sunday) on which banks are open for business in the City of London.

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

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

2 BASIS OF AGREEMENT

- 2.1 The Award Letter constitutes an offer by the Customer to purchase the Services subject to and in accordance with the terms and conditions of the Agreement.
- 2.2 The offer comprised in the Award Letter shall be deemed to be accepted by the Supplier on receipt by the Customer, within 2 days of the date of the award letter, of a copy of the

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Award Letter countersigned by the Supplier.

3 SUPPLY OF SERVICES

- 3.1 In consideration of the Customer's agreement to pay the Charges, the Supplier shall supply the Services to the Customer for the Term subject to and in accordance with the terms and conditions of the Agreement.
- 3.2 In supplying the Services, the Supplier shall:
- 3.2.1 co-operate with the Customer in all matters relating to the Services and comply with all the Customer's instructions;
 - 3.2.2 perform the Services with all reasonable care, skill and diligence in accordance with good industry practice in the Supplier's industry, profession or trade;
 - 3.2.3 use Staff who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled in accordance with the Agreement;
 - 3.2.4 ensure that the Services shall conform with all descriptions, requirements, service levels and specifications set out in the Specification;
 - 3.2.5 comply with all applicable laws; and
 - 3.2.6 provide all equipment, tools and vehicles and other items as are required to provide the Services.
- 3.3 The Customer may by written notice to the Supplier at any time request a variation to the scope of the Services. In the event that the Supplier agrees to any variation to the scope of the Services, the Charges shall be subject to fair and reasonable adjustment to be agreed in writing between the Customer and the Supplier.

4 TERM

- 4.1 The Agreement shall take effect on the Start Date and shall expire on the Expiry Date, unless it is otherwise extended in accordance with clause 4.2 or terminated in accordance with the terms and conditions of the Agreement.
- 4.2 The Customer may extend the Agreement for a period of up to 4 weeks by giving not less than 10 Working Days' notice in writing to the Supplier prior to the Expiry Date. The terms and conditions of the Agreement shall apply throughout any such extended period.

5 CHARGES, PAYMENT AND RECOVERY OF SUMS DUE

- 5.1 The Charges for the Services shall be as set out in the Award Letter and shall be the full and exclusive remuneration of the Supplier in respect of the supply of the Services. Unless otherwise agreed in writing by the Customer, the Charges shall include every cost and expense of the Supplier directly or indirectly incurred in connection with the performance of the Services.
- 5.2 All amounts stated are exclusive of VAT which shall be charged at the prevailing rate. The Customer shall, following the receipt of a valid VAT invoice, pay to the Supplier a sum equal to the VAT chargeable in respect of the Services.
- 5.3 The Supplier shall invoice the Customer as specified in the Agreement. Each invoice shall include such supporting information required by the Customer to verify the accuracy of the invoice, including the relevant Purchase Order Number and a breakdown of the Services supplied in the invoice period.



- 5.4 In consideration of the supply of the Services by the Supplier, the Customer shall pay the Supplier the invoiced amounts no later than 30 days after verifying that the invoice is valid and undisputed and includes a valid Purchase Order Number. The Customer may, without prejudice to any other rights and remedies under the Agreement, withhold or reduce payments in the event of unsatisfactory performance.
- 5.5 If the Customer fails to consider and verify an invoice in a timely fashion the invoice shall be regarded as valid and undisputed for the purpose of paragraph 5.4 after a reasonable time has passed.
- 5.6 If there is a dispute between the Parties as to the amount invoiced, the Customer shall pay the undisputed amount. The Supplier shall not suspend the supply of the Services unless the Supplier is entitled to terminate the Agreement for a failure to pay undisputed sums in accordance with clause 16.4. Any disputed amounts shall be resolved through the dispute resolution procedure detailed in clause 19.
- 5.7 If a payment of an undisputed amount is not made by the Customer by the due date, then the Customer shall pay the Supplier interest at the interest rate specified in the Late Payment of Commercial Debts (Interest) Act 1998.
- 5.8 Where the Supplier enters into a sub-contract, the Supplier shall include in that sub-contract:
- 5.8.1 provisions having the same effects as clauses 5.3 to 5.7 of this Agreement; and
 - 5.8.2 a provision requiring the counterparty to that sub-contract to include in any sub-contract which it awards provisions having the same effect as 5.3 to 5.8 of this Agreement.
 - 5.8.3 In this clause 5.8, "sub-contract" means a contract between two or more suppliers, at any stage of remoteness from the Customer in a subcontracting chain, made wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of this Agreement.
- 5.9 If any sum of money is recoverable from or payable by the Supplier under the Agreement (including any sum which the Supplier is liable to pay to the Customer in respect of any breach of the Agreement), that sum may be deducted unilaterally by the Customer from any sum then due, or which may come due, to the Supplier under the Agreement or under any other agreement or contract with the Customer. The Supplier shall not be entitled to assert any credit, set-off or counterclaim against the Customer in order to justify withholding payment of any such amount in whole or in part.

6 PREMISES AND EQUIPMENT

- 6.1 If necessary, the Customer shall provide the Supplier with reasonable access at reasonable times to its premises for the purpose of supplying the Services. All equipment, tools and vehicles brought onto the Customer's premises by the Supplier or the Staff shall be at the Supplier's risk.
- 6.2 If the Supplier supplies all or any of the Services at or from the Customer's premises, on completion of the Services or termination or expiry of the Agreement (whichever is the earlier) the Supplier shall vacate the Customer's premises, remove the Supplier's plant, equipment and unused materials and all rubbish arising out of the provision of the Services and leave the Customer's premises in a clean, safe and tidy condition. The

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Supplier shall be solely responsible for making good any damage to the Customer's premises or any objects contained on the Customer's premises which is caused by the Supplier or any Staff, other than fair wear and tear.

- 6.3 If the Supplier supplies all or any of the Services at or from its premises or the premises of a third party, the Customer may, during normal business hours and on reasonable notice, inspect and examine the manner in which the relevant Services are supplied at or from the relevant premises.
- 6.4 The Customer shall be responsible for maintaining the security of its premises in accordance with its standard security requirements. While on the Customer's premises the Supplier shall, and shall procure that all Staff shall, comply with all the Customer's security requirements.
- 6.5 Where all or any of the Services are supplied from the Supplier's premises, the Supplier shall, at its own cost, comply with all security requirements specified by the Customer in writing.
- 6.6 Without prejudice to clause 3.2.6, any equipment provided by the Customer for the purposes of the Agreement shall remain the property of the Customer and shall be used by the Supplier and the Staff only for the purpose of carrying out the Agreement. Such equipment shall be returned promptly to the Customer on expiry or termination of the Agreement.
- 6.7 The Supplier shall reimburse the Customer for any loss or damage to the equipment (other than deterioration resulting from normal and proper use) caused by the Supplier or any Staff. Equipment supplied by the Customer shall be deemed to be in a good condition when received by the Supplier or relevant Staff unless the Customer is notified otherwise in writing within 5 Working Days.

7 STAFF AND KEY PERSONNEL

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

- 7.4 Any replacements to the Key Personnel shall be subject to the prior written agreement of the Customer (not to be unreasonably withheld). Such replacements shall be of at least equal status or of equivalent experience and skills to the Key Personnel being replaced and be suitable for the responsibilities of that person in relation to the Services.

8 ASSIGNMENT AND SUB-CONTRACTING

- 8.1 The Supplier shall not without the written consent of the Customer assign, sub-contract, novate or in any way dispose of the benefit and/ or the burden of the Agreement or any part of the Agreement. The Customer may, in the granting of such consent, provide for additional terms and conditions relating to such assignment, sub-contract, novation or disposal. The Supplier shall be responsible for the acts and omissions of its sub-contractors as though those acts and omissions were its own.
- 8.2 Where the Customer has consented to the placing of sub-contracts, the Supplier shall, at the request of the Customer, send copies of each sub-contract, to the Customer as soon as is reasonably practicable.
- 8.3 The Customer may assign, novate, or otherwise dispose of its rights and obligations under the Agreement without the consent of the Supplier provided that such assignment, novation or disposal shall not increase the burden of the Supplier's obligations under the Agreement.

9 INTELLECTUAL PROPERTY RIGHTS

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

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

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

10 GOVERNANCE AND RECORDS

10.1 The Supplier shall:

- 10.1.1 attend progress meetings with the Customer at the frequency and times specified by the Customer and shall ensure that its representatives are suitably qualified to attend such meetings; and
- 10.1.2 submit progress reports to the Customer at the times and in the format specified by the Customer.

- 10.2 The Supplier shall keep and maintain until 6 years after the end of the Agreement, or as long a period as may be agreed between the Parties, full and accurate records of the Agreement including the Services supplied under it and all payments made by the Customer. The Supplier shall on request afford the Customer or the Customer's representatives such access to those records as may be reasonably requested by the Customer in connection with the Agreement.

11 CONFIDENTIALITY, TRANSPARENCY AND PUBLICITY

11.1 Subject to clause 11.2, each Party shall:

- 11.1.1 treat all Confidential Information it receives as confidential, safeguard it accordingly and not disclose it to any other person without the prior written permission of the disclosing Party; and
- 11.1.2 not use or exploit the disclosing Party's Confidential Information in any way except for the purposes anticipated under the Agreement.

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

- 11.2.1 where disclosure is required by applicable law or by a court of competent jurisdiction;
- 11.2.2 to its auditors or for the purposes of regulatory requirements;
- 11.2.3 on a confidential basis, to its professional advisers;
- 11.2.4 to the Serious Fraud Office where the Party has reasonable grounds to believe that the other Party is involved in activity that may constitute a criminal offence under the Bribery Act 2010;
- 11.2.5 where the receiving Party is the Supplier, to the Staff on a need to know basis to enable performance of the Supplier's obligations under the Agreement provided that the Supplier shall procure that any Staff to whom it discloses Confidential Information pursuant to this clause 11.2.5 shall observe the Supplier's

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confidentiality obligations under the Agreement; and

11.2.6 where the receiving Party is the Customer:

- (a) on a confidential basis to the employees, agents, consultants and contractors of the Customer;
- (b) on a confidential basis to any other Central Government Body, any successor body to a Central Government Body or any company to which the Customer transfers or proposes to transfer all or any part of its business;
- (c) to the extent that the Customer (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions; or
- (d) in accordance with clause 12 and for the purposes of the foregoing, references to disclosure on a confidential basis shall mean disclosure subject to a confidentiality agreement or arrangement containing terms no less stringent than those placed on the customer under this clause 11.

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

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

12 FREEDOM OF INFORMATION

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

- 12.1.1 provide all necessary assistance and cooperation as reasonably requested by the Customer to enable the Customer to comply with its obligations under the FOIA and the Environmental Information Regulations 2004;
- 12.1.2 transfer to the Customer all Requests for Information relating to this Agreement that it receives as soon as practicable and in any event within 2 Working Days of receipt;
- 12.1.3 provide the Customer with a copy of all Information belonging to the Customer requested in the Request for Information which is in its possession or control in the form that the Customer requires within 5 Working Days (or such other period as the Customer may reasonably specify) of the Customer's request for such Information; and

12.1.4 not respond directly to a Request for Information unless authorised in writing to

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do so by the Customer.

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

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

13 PROTECTION OF PERSONAL DATA AND SECURITY OF DATA

13.1 The Supplier shall, and shall procure that all Staff shall, comply with any notification requirements under Data Protection Legislation and both Parties shall duly observe all their obligations under Data Protection Legislation which arise in connection with the Agreement.

13.2 REPLACED BY ANNEX 6 IN RELATION TO PROTECTION OF PERSONAL DATA

13.3 When handling Customer data (whether or not Personal Data), the Supplier shall ensure the security of the data is maintained in line with the security requirements of the Customer as notified to the Supplier from time to time.

14 LIABILITY

14.1 The Supplier shall not be responsible for any injury, loss, damage, cost or expense suffered by the Customer if and to the extent that it is caused by the negligence or wilful misconduct of the Customer or by breach by the Customer of its obligations under the Agreement.

14.2 Subject always to clauses 14.3 and 14.4:

14.2.1 the aggregate liability of the Supplier in respect of all defaults, claims, losses or damages howsoever caused, whether arising from breach of the Agreement, the supply or failure to supply of the Services, misrepresentation (whether tortious or statutory), tort (including negligence), breach of statutory duty or otherwise shall in no event exceed a sum equal to 125% of the Charges paid or payable to the Supplier; and

14.2.2 except in the case of claims arising under clauses 9.4 and 18.3, in no event shall the Supplier be liable to the Customer for any:

- (a) loss of profits;
- (b) loss of business;
- (c) loss of revenue;
- (d) loss of or damage to goodwill;
- (e) loss of savings (whether anticipated or otherwise); and/or
- (f) any indirect, special or consequential loss or damage.

14.3 Nothing in the Agreement shall be construed to limit or exclude either Party's liability for:

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- 14.3.1 death or personal injury caused by its negligence or that of its Staff;
- 14.3.2 fraud or fraudulent misrepresentation by it or that of its Staff; or
- 14.3.3 any other matter which, by law, may not be excluded or limited.

14.4 The Supplier's liability under the indemnity in clause 9.4 and 18.3 shall be unlimited.

15 FORCE MAJEURE

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

16 TERMINATION

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

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the Parties under this clause and clauses 2, 3.2, 6.1, 6.2, 6.6, 6.7, 7, 9, 10.2, 11, 12, 13, 14, 16.6, 17.4, 18.3, 19 and 20.7 or any other provision of the Agreement that either expressly or by implication has effect after termination.

16.6 Upon termination or expiry of the Agreement, the Supplier shall:

- 16.6.1 give all reasonable assistance to the Customer and any incoming supplier of the Services; and
- 16.6.2 return all requested documents, information and data to the Customer as soon as reasonably practicable.

17 COMPLIANCE

17.1 The Supplier shall promptly notify the Customer of any health and safety hazards which may arise in connection with the performance of its obligations under the Agreement. The Customer shall promptly notify the Supplier of any health and safety hazards which may exist or arise at the Customer's premises and which may affect the Supplier in the performance of its obligations under the Agreement.

17.2 The Supplier shall:

- 17.2.1 comply with all the Customer's health and safety measures while on the Customer's premises; and
- 17.2.2 notify the Customer immediately in the event of any incident occurring in the performance of its obligations under the Agreement on the Customer's premises where that incident causes any personal injury or damage to property which could give rise to personal injury.

17.3 The Supplier shall:

- 17.3.1 perform its obligations under the Agreement in accordance with all applicable equality Law and the Customer's equality and diversity policy as provided to the Supplier from time to time; and
- 17.3.2 take all reasonable steps to secure the observance of clause 17.3.1 by all Staff.

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

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

- 17.5.1 the Official Secrets Acts 1911 to 1989; and
- 17.5.2 section 182 of the Finance Act 1989.

18 PREVENTION OF FRAUD AND CORRUPTION

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

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

18.3 If the Supplier or the Staff engages in conduct prohibited by clause 18.1 or commits fraud

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in relation to the Agreement or any other contract with the Crown (including the Customer) the Customer may:

- 18.3.1 terminate the Agreement and recover from the Supplier the amount of any loss suffered by the Customer resulting from the termination, including the cost reasonably incurred by the Customer of making other arrangements for the supply of the Services and any additional expenditure incurred by the Customer throughout the remainder of the Agreement; or
- 18.3.2 recover in full from the Supplier any other loss sustained by the Customer in consequence of any breach of this clause.

19 DISPUTE RESOLUTION

- 19.1 The Parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with the Agreement and such efforts shall involve the escalation of the dispute to an appropriately senior representative of each Party.
- 19.2 If the dispute cannot be resolved by the Parties within one month of being escalated as referred to in clause 19.1, the dispute may by agreement between the Parties be referred to a neutral adviser or mediator (the “**Mediator**”) chosen by agreement between the Parties. All negotiations connected with the dispute shall be conducted in confidence and without prejudice to the rights of the Parties in any further proceedings.
- 19.3 If the Parties fail to appoint a Mediator within one month, or fail to enter into a written agreement resolving the dispute within one month of the Mediator being appointed, either Party may exercise any remedy it has under applicable law.

20 GENERAL

- 20.1 Each of the Parties represents and warrants to the other that it has full capacity and Customer, and all necessary consents, licences and permissions to enter into and perform its obligations under the Agreement, and that the Agreement is executed by its duly authorised representative.
- 20.2 A person who is not a party to the Agreement shall have no right to enforce any of its provisions which, expressly or by implication, confer a benefit on him, without the prior written agreement of the Parties.
- 20.3 The Agreement cannot be varied except in writing signed by a duly authorised representative of both the Parties.
- 20.4 The Agreement contains the whole agreement between the Parties and supersedes and replaces any prior written or oral agreements, representations or understandings between them. The Parties confirm that they have not entered into the Agreement on the basis of any representation that is not expressly incorporated into the Agreement. Nothing in this clause shall exclude liability for fraud or fraudulent misrepresentation.
- 20.5 Any waiver or relaxation either partly, or wholly of any of the terms and conditions of the Agreement shall be valid only if it is communicated to the other Party in writing and expressly stated to be a waiver. A waiver of any right or remedy arising from a breach of contract shall not constitute a waiver of any right or remedy arising from any other breach of the Agreement.
- 20.6 The Agreement shall not constitute or imply any partnership, joint venture, agency, fiduciary relationship or other relationship between the Parties other than the contractual relationship expressly provided for in the Agreement. Neither Party shall have, nor

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represent that it has, any Customer to make any commitments on the other Party's behalf.

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

21 NOTICES

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

22 GOVERNING LAW AND JURISDICTION

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



ANNEX 2 – PRICE SCHEDULE

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ANNEX 3 – STATEMENT OF REQUIREMENTS

1. PURPOSE

- 1.1 To upgrade the x-government Intranet site for members of the Government Economic Service profession.

2. BACKGROUND TO THE CONTRACTING AUTHORITY

- 2.1 The Government Economic and Social Research Team (GESR) are the central management unit for the Government Economics Service (GES - the profession for economists in the UK Civil Service), managing and providing professional services to some 3,000+ Economists that operate across all government departments, agencies and devolved administrations.
- 2.2 The GESR Team is overseen by the GES Board, which is made up of Chief Economist's from each department. That board funds GESR activities annually by charging each department an annual fee depending on how many GES members that department has.

3. BACKGROUND TO REQUIREMENT/OVERVIEW OF REQUIREMENT

- 3.1 The Government Economic Service is an important profession to overall UK Civil Service capability, especially as regards delivering on ministerial policy priorities, delivering on the governments high priorities as regards economic policy, and in supporting ministers and government to tackle the great issues of the day (for example Pandemic Monitoring & Response, Economic Policy response to Pandemic, leaving the European Union etc).
- 3.2 The importance of this professional capability within the UK Civil Service can be further evidenced by the fact that Government Economic Service is the largest profession within the Analysis Function, accounting for c.25% of all professional analysts within the UK Civil Service.
- 3.3 For these reasons the ever-continuing development and maintenance of this cadre's professional knowledge, skills and experience set is a priority for the GES Board (and the GESR Team which delivers on that board's behalf).
- 3.4 The GES Members x-government Intranet site is a central platform to the profession, its management, and the continuing professional development of GES members. It is the main platform through which the profession communicates with its membership, for example making members aware of professional development opportunities (training, learning & development, seminars, available posting opportunities etc.), professional guidance (technical standards, changes there-in, latest profession relevant academic research etc) and policy guidance.

- 3.5 Since 2005 the incumbent Supplier have been contracted to provide domain and hosting for the GES Members Intranet Site. They have also periodically provided one off design, build, and upgrade services over that period. The last major upgrade they provided GESR – for the GES Members Intranet Site - was in 2011.
- 3.6 Given the time that has passed both the GES Board and the GESR Team judge that a significant upgrade of this Intranet site is both required and highly desirable. This is driven by:
- 3.6.1 Current site functionality is now old & out of date, precluding full utilisation of the platform opportunity;
- 3.6.2 The past year (2020 to 2021) has seen a step change as regards the *digitalisation* and *virtualisation* of the Civil Service workplace. The desired intranet site upgrade will allow the GES profession to *keep pace* with these changes, and better meet the expectations and demands of our members within this new context;
- 3.6.3 Efficiency opportunities – there are numerous x-government GES profession activities which could be delivered more efficiently with this upgraded intranet site platform. To name just some - administration and delivery of professional training; administration and delivery of assessors to support central GES recruitment; collation of workforce management information relating to the GES; and delivery of seminars and lectures.
- 3.6.4 Supporting professional and corporate collaboration with other UK Civil Service professions (specifically the Government Finance Function), and matching best practice in this regard.
- 3.7 Reflecting all of this GES Board has put aside specific budget with which to fund this website upgrade.

4. DEFINITIONS

Expression or Acronym	Definition
GES	<i>Government Economic Service</i> – the profession for economists in the UK Civil Service. As at Jan 2021 there were c.3,000 members of the GES, employed over 50+ differing UK Civil Service Organisations (Departments, Agencies, Devolved Administrations etc.)

GESR	Government Economic and Social Research Team
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5. SCOPE OF REQUIREMENT

- 5.1 The Contracting Authority require the Supplier to upgrade the x-government GES Members Intranet site.
- 5.2 No other intranet site is in scope of this requirement.
- 5.3 As the sole supplier of both the x-government GES Members Intranet site (since 2005) and the equivalent site for the Government Finance Function, no supplier aside from *Connect Internet Solutions* is able to provide the desired upgrade. They are thus the only supplier in scope of the requirement (and delivery against it).
- 5.4 Hosting and ongoing maintenance of the x-government GES Members Intranet site is not in scope for this requirement.

6. THE REQUIREMENT

- 6.1 Detailed Requirement is set out below:

6.2 High-Level Requirements:

- 6.2.1 Bringing the x-government GES Members Intranet site in line with the back-end and front-end functionality that is present in the equivalent x-government members Intranet site for the Government Finance Function (the UK Civil Service profession for Finance professionals);
- 6.2.2 Improved Intranet site user experience for members;
- 6.2.3 Improved functionality and capacity as regards maintenance of Intranet content and its back-end management.
- 6.2.4 Details of how improved intranet site user experience, functionality and capacity are to be achieved can be found the remaining points of Section 6 The Requirement.

6.3 Requirements relating to Back-End (both functionality and technical) inc. Administrator Capability:

- 6.3.1 Intranet site usage – at establishment of upgrade the x-government GES Members Intranet site will have capacity for 3,400 unique users

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at an average use of 2-4 hours per a week, with the enduring functionality to increase both of these demand metrics.

- 6.3.2 Upgrade the x-government GES Members intranet site Content Management (CMS) system to *Umbraco CMS*.
- 6.3.3 Multi-platform - Upgrade the x-government GES Members Intranet site so that in addition to desktop computer devices it is also accessible from mobile and tablet devices;
- 6.3.4 *Administrator Training* – provision from supplier of comprehensive training to GESR Team on how to manage the upgraded Intranet site;
- 6.3.5 *Hosting* – supplier to provide a fully managed hosted service for Intranet site, whereby *Connect* will host the service within a ISO27001-accredited data centre (based in the UK), and perform free software upgrades, on release, to both the hosting environment and the core *Umbraco* content management software;

6.4 Requirements relating to new functionalities for User Management and Site Access:

- 6.4.1 Platform access - at establishment of upgrade the x-government GES Members intranet site will have built into it 10 differing *user permission tiers*, with the enduring functionality to add and define any number of additional *user permission tiers* beyond this. These *user permission tiers* will allow the GESR Team to tailor and restrict intranet site access to specific user groups, on a page-by-page basis. This will allow the GESR Team to use the intranet site as the central platform for managing differing groups within the Government Economic Service.
- 6.4.2 Functionality to allow GESR to create any number of dedicated team or project spaces (*Knowledge Bases*), with privacy and password protection options allowing for access to be tailored to specific groups of users;
- 6.4.3 Build into Intranet site of a periodic *User Profile Data Update Prompt* which will ensure the regular update by site users of their User Profile information.

6.5 Requirements on new functionalities for intranet site front-end and content:

- 6.5.1 Members directory functionality built into upgraded intranet site;

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- 6.5.2 Enhanced *Site Search* facility, which will allow site members to:
- 6.5.2.1 Search across the whole site, filtering by pages, or news items;
 - 6.5.2.2 Search against the name, synopsis and keywords attached to content and media;
 - 6.5.2.3 Allow for search against an exact phrase, all search terms or any search term;
 - 6.5.2.4 Index full textual webpage content, contents of Word, PDF, text documents (including pdf, scv, docx, xlsx, pptx);
 - 6.5.2.5 Confine a page search to a specific section;
 - 6.5.2.6 Search the members/people directory and contact details.
- 6.5.3 Enhanced back-end *Site Search* functionality, which will capture and allow GESR administrators to access analytical information relating to site searches, such as: Total searches made on the site; most common search queries; and unsuccessful queries i.e. searches that didn't return any results.
- 6.5.4 *Urgent Announcement* functionality, which would allow for prompt publishing of an urgent announcement to all users, which would automatically display prominently on every page;
- 6.5.5 *Comments* and *likes* functionality against Intranet site content – supporting and generating user engagement;
- 6.5.6 Enhanced and upgraded *blogging* functionality – such that users with appropriate privileges would be able to easily create and publish simple blogs within the intranet site, with functions to tag and categorise blogs (for example relating to specific topics or department) and allow for user comments;
- 6.5.7 *Events Calendar* – support member networking, member engagement, and profession offer through a new *Events Calendar* function which can publicise events to all members, post information about social arrangements, training opportunities, seminars, lectures etc;
- 6.5.8 *Social Media Integration* – functionality that will allow for the full and automatic integration of profession specific social media accounts and feeds into the upgraded x-government GES Members Intranet site.
- 6.5.9 *Social Noticeboard* - functionality that will allow for the creation of collaborative spaces where users are able to post messages, instigate and contribute to discussions;

- 6.5.10 *Key Performance Indicator (KPI) Dashboard* - functionality that will allow for the creation and display of up to three Key Performance Indicators (KPIs) on the Intranet site homepage, raising awareness of targets and engaging all users in performance;
- 6.5.11 *Polls, Questionnaires & Surveys* - functionality that will allow for the upgraded intranet site to function as a platform for delivering Polls, Questionnaires & Surveys to members, and collate responses for analysis;
- 6.5.12 *Integrated Forms* - functionality that will allow for the full integration of any number of fully amendable, definable and interactive forms within the upgraded intranet site, including back-end functionality to extract data collected from those forms;
- 6.5.13 *Media Library* - functionality that will allow for the upgraded intranet site to host, view, filter and edit media uploaded to the site, across the content spectrum (images, audio and video);
- 6.5.14 *Scheduling* - functionality that will allow for GESR Team to set publish, expiry and review dates for site content and documents;
- 6.5.15 *Media Hosting* - functionality that will allow for the upgraded Intranet site to live stream video;
- 6.5.16 *Quicklinks* - functionality that will allow for each member of the upgraded Intranet site to be able to create and manage their own list of personal bookmarks (known as *Quicklinks*), which is specific to their user profile, allowing for collated and rapid access to user selected profession information, events, articles etc;

6.6 Contract Deliverables

- 6.6.1 *Connect* to supply Intranet site functionality upgrade, as set out in the detailed requirement above, such that the upgraded intranet site is live by – **to be agreed**.
- 6.6.2 *Project Support* – *Connect* to supply that upgrade through a *Four Phase Project* as set out below:

6.6.2.1 Phase I - Discovery activities

- (a) Project Initiation Meeting - identify roles and responsibilities, clarify project objectives, scope and key deadlines, and identify risks and how they may be mitigated.

- (b) Agree Information Architecture for upgraded intranet site.
- (c) Phase 1 Demo – *Connect* provide an on-screen live demonstration of the core design & build for the required upgrade. The in-built set of features is presented to support the GESR Team to understand their operation. This will illustrate where customisations may be made and where any further decisions are needed from the GESR project team.
- (d) Branded interface - GES brand guidelines are applied to the planned user interface upgrade by *Connect*, and illustrated by visuals for customer stakeholders to review and feedback.
- (e) Functional Specification - *Connect* prepares the tailored specification (set out above under *Requirement*) for the upgraded members' platform, for distribution to customer stakeholders for review and feedback.
- (f) Phase 1 Sign-off - Once the above are finalised and signed-off the initial Phase 1 upgraded design and build is built.

6.6.2.2 Phase II – Build

- (a) Optimisation - CSS and JavaScript is minified to reducing overall file size, increasing load speed and efficiency; Any images used for aesthetic purposes are optimised for site use; The site is checked for compliance with WCAG 2.1 level AA.
- (b) CMS Training – *Connect* to deliver training to GESR Team on maintenance tools for upgraded platform, to ensure those carrying out platform testing can conduct meaningful testing. The training will cover user permissions management, notifications management, form building, the tasks required to manage textual content on pages, add new web pages and sections, and using the upgraded content management system.

6.6.2.3 Phase III – User Acceptance

- (a) User Acceptance Phase I – Upgraded intranet site is made available to GESR to undertake user acceptance

testing (UAT), to confirm compliance with the specification and visuals.

- (b) User Acceptance Phase II – Fixes and changes are made following UAT I, after which a second phase of user acceptance testing takes place.

6.6.2.4 Phase IV - Deployment

- (a) *Connect* to carry out full deployment to hosting services of upgraded intranet site.

7. KEY MILESTONES AND DELIVERABLES

7.1 The following Contract milestones/deliverables shall apply:

Milestone/Deliverable	Description	Timeframe or Delivery Date
Phase I Complete	Core Design & Build of Intranet site upgrade. For more details please see 6.2.2.1.	Within week 7 of placement of Contract / Order
Phase II Complete	Completion of Build Optimisation and supplier delivery of administrator training.	Within week 12 of placement of Contract / Order
Phase III Complete	Completion of User Acceptance	To be agreed
Phase IV Complete	Full deployment to hosting services of upgraded intranet site and <i>go-live</i> of upgraded intranet site.	To be agreed

8. CONTINUOUS IMPROVEMENT

- 8.1 The Supplier will be expected to continually improve the way in which the required Services are to be delivered throughout the Contract duration.
- 8.2 Changes to the way in which the Services are to be delivered must be brought to the Authority's attention and agreed prior to any changes being implemented.

9. PRICE

- 9.1 The Contracting Authority has been provided with a detailed initial quote for this intranet site upgrade. The quote reflects the potential for variation in the final cost of this work.

- 9.2 The final actual cost will be dependent on the extent to which additional through project build and services are required to deliver the desired intranet site upgrade.
- 9.3 At a minimum this intranet site upgrade will incur a one-off cost of **REDACTED**. At a maximum this intranet site upgrade will incur a one-off cost of **REDACTED**. This potential variation in final cost is a product of quoted costs against the following functionalities:
- 9.3.1 Build in and integration into Intranet site of live streaming platform – the quoted cost for this is **REDACTED**. The actual final cost of this will depend on the actual live streaming platform that would be integrated into the updated intranet site;
- 9.3.2 Build in of Survey Platform – Quoted cost of **REDACTED** for integration into intranet site of this functionality. GESR are reviewing the desirability of this add-on against stand-alone survey platforms (such as SurveyMonkey, SmartSurvey etc.).

10. STAFF AND CUSTOMER SERVICE

- 10.1 The Supplier shall provide a sufficient level of resource throughout the duration of the Contract in order to consistently deliver a quality service.
- 10.2 The Supplier's staff assigned to the Contract shall have the relevant qualifications and experience to deliver the Contract to the required standard.
- 10.3 The Supplier shall ensure that staff understand the Authority's vision and objectives and will provide excellent customer service to the Authority throughout the duration of the Contract.

11. SERVICE LEVELS AND PERFORMANCE

- 11.1 The Customer (GESR) will assure the quality of the Supplier's delivery by working in close collaboration with the Supplier through the course of the project and related provision of service contract.
- 11.2 The key mechanism to be used here will be the use of milestone deliverables. Built into the planned contractual agreement are four key milestones, which together cover the entirety of the works desired.
- 11.3 As set out in Section 12 below (*Payment and Invoicing*) and Section 7 (*Key Milestones and Deliverables*) a pre-agreed portion of the total cost will be paid to the Supplier following the delivery of that milestone. Delivery of a given milestone is to be defined/signed-off by the Customer, against the requirements set out above in Section 6.
- 11.4 Where a milestone is not met then the customer would not release their budget and authorise payment to the supplier. Were this to occur the customer would, in the first instance, look to collaborate with the Supplier to identify potential ways forward (rescheduling of project and contract etc).

12. PAYMENT AND INVOICING

- 12.1 Payment can only be made following satisfactory delivery of pre-agreed certified products and deliverables.
- 12.2 Before payment can be considered, each invoice must include a detailed elemental breakdown of work completed and the associated costs.
- 12.3 Payments to be scheduled as such:
 - 12.3.1 20% Price on placement of Order;
 - 12.3.2 20% Price on completion of Discovery Phase (Project Phase I);
 - 12.3.3 40% Price on handover for User Acceptance Testing (Project Phase II);
 - 12.3.4 20% Price on sign-off of the Works.
- 12.4 Invoices should be submitted to: **REDACTED** Finance Manager, GESR team, HM Treasury, 1 Horse Guards Road, London, SW1A 1HQ.

13. CONTRACT MANAGEMENT

- 13.1 Attendance at Contract Review meetings shall be at the Supplier's own expense.

14. LOCATION

- 14.1 All Services to be delivered virtually / in virtual environment.



ANNEX 4 – SUPPLIERS RESPONSE AND MADATORY INFORMATION

(From the Supplier's Bid of 24/03/2021)

REDACTED



ANNEX 5 – CLARIFICATIONS

REDACTED

ANNEX 6 – ADDITIONAL TERMS & CONDITIONS

1. Data Protection

- 1.1 The Parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the Controller and the Supplier is the Processor. The only processing that the Supplier is authorised to do is listed in Annex 1 to this Schedule (Processing Personal Data) by the Customer and may not be determined by the Supplier.
- 1.2 The Supplier shall notify the Customer immediately if it considers that any of the Customer's instructions infringe the Data Protection Legislation.
- 1.3 The Supplier shall provide all reasonable assistance to the Customer in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Customer, include:
- (a) a systematic description of the envisaged processing operations and the purpose of the processing;
 - (b) an assessment of the necessity and proportionality of the processing operations in relation to the Services;
 - (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.
- 1.4. The Supplier shall, in relation to any Personal Data processed in connection with its obligations under this Framework Agreement:
- (a) process that Personal Data only in accordance with Annex 1 (Processing Personal Data), unless the Supplier is required to do otherwise by Law. If it is so required the Supplier shall promptly notify the Customer before processing the Personal Data unless prohibited by Law;
 - (b) ensure that it has in place Protective Measures which have been reviewed and approved by the Customer as appropriate to protect against a Data Loss Event having taken account of the:
 - (i) nature of the data to be protected;
 - (ii) harm that might result from a Data Loss Event;
 - (iii) state of technological development; and
 - (iv) cost of implementing any measures;
 - (c) ensure that :
 - (i) the Supplier Personnel do not process Personal Data except in accordance with this Framework Agreement (and in particular Annex 1 (Processing Personal Data));

- (ii) it takes all reasonable steps to ensure the reliability and integrity of any Supplier Personnel who have access to the Personal Data and ensure that they:
 - (A) are aware of and comply with the Supplier's duties under this Clause;
 - (B) are subject to appropriate confidentiality undertakings with the Supplier or any Sub-processor;
 - (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 Customer or as otherwise permitted by this 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 EU unless the prior written consent of the Customer has been obtained and the following conditions are fulfilled:
 - (i) the Customer or the Supplier has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or LED Article 37) as determined by the Customer;
 - (ii) the Data Subject has enforceable rights and effective legal remedies;
 - (iii) the Supplier 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 Customer in meeting its obligations); and
 - (iv) the Supplier complies with any reasonable instructions notified to it in advance by the Customer with respect to the processing of the Personal Data;
- (e) at the written direction of the Customer, delete or return Personal Data (and any copies of it) to the Customer on termination of the this Contract unless the Supplier is required by Law to retain the Personal Data.

1.5 Subject to Clause 1.7, the Supplier shall notify the Customer immediately if it:

- (a) receives a Data Subject Access Request (or purported Data Subject Access Request);
- (b) receives a request to rectify, block or erase any Personal Data;
- (c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
- (d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Contract;
- (e) receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
- (f) becomes aware of a Data Loss Event.

- 1.6 The Supplier's obligation to notify under Clause 1.5 shall include the provision of further information to the Customer in phases, as details become available.
- 1.7 Taking into account the nature of the processing, the Supplier shall provide the Customer with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under Clause 1.5 (and insofar as possible within the timescales reasonably required by the Customer) including by promptly providing:
- (a) the Customer with full details and copies of the complaint, communication or request;
 - (b) such assistance as is reasonably requested by the Customer to enable the Customer to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;
 - (c) the Customer, at its request, with any Personal Data it holds in relation to a Data Subject;
 - (d) assistance as requested by the Customer following any Data Loss Event;
 - (e) assistance as requested by the Customer with respect to any request from the Information Commissioner's Office, or any consultation by the Customer with the Information Commissioner's Office.
- 1.8 The Supplier shall maintain complete and accurate records and information to demonstrate its compliance with this Clause. This requirement does not apply where the Supplier employs fewer than 250 staff, unless:
- (a) the Customer determines that the processing is not occasional;
 - (b) the Customer determines the processing includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR; and
 - (c) the Customer determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.
- 1.9 The Supplier shall allow for audits of its Data Processing activity by the Customer or the Customer's designated auditor.
- 1.10 The Supplier shall designate a Data Protection Officer if required by the Data Protection Legislation.
- 1.11 Before allowing any Sub-processor to process any Personal Data related to this Contract, the Supplier must:
- (a) notify the Customer in writing of the intended Sub-processor and processing;
 - (b) obtain the written consent of the Customer;
 - (c) enter into a written agreement with the Sub-processor which give effect to the terms set out in this Clause 1.11 such that they apply to the Sub-processor; and
 - (d) provide the Customer with such information regarding the Sub-processor as the Customer may reasonably require.
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- 1.12. The Supplier shall remain fully liable for all acts or omissions of any Sub-processor.
- 1.13 The Supplier may, at any time on not less than 30 Working Days' notice, revise this Clause by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to this Contract).
- 1.14 The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Customer may on not less than 30 Working Days' notice to the Supplier amend this Contract to ensure that it complies with any guidance issued by the Information Commissioner's Office.
- 1.15 The Parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the Controller and the Supplier is the Processor. The only processing that the Supplier is authorised to do is listed in Annex 1 (Processing Personal Data) by the Customer and may not be determined by the Supplier.
- 1.16 The Supplier shall notify the Customer immediately if it considers that any of the Customer's instructions infringe the Data Protection Legislation.
- 1.17 The Supplier shall provide all reasonable assistance to the Customer in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Customer, include:
- (a) a systematic description of the envisaged processing operations and the purpose of the processing;
 - (b) an assessment of the necessity and proportionality of the processing operations in relation to the Services;
 - (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.
- 1.18 The Supplier shall, in relation to any Personal Data processed in connection with its obligations under this Call Off Contract:
- (a) process that Personal Data only in accordance with Annex 1 (Processing Personal Data), unless the Supplier is required to do otherwise by Law. If it is so required the Supplier shall promptly notify the Customer before processing the Personal Data unless prohibited by Law;
 - (b) ensure that it has in place Protective Measures which have been reviewed and approved by the Customer as appropriate to protect against a Data Loss Event having taken account of the:
 - (i) nature of the data to be protected;
 - (ii) harm that might result from a Data Loss Event;
 - (iii) state of technological development; and
 - (iv) cost of implementing any measures;
 - (c) ensure that :
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- (i) the Supplier Personnel do not process Personal Data except in accordance with this Call Off Contract (and in particular Annex 1 (Processing Personal Data));
 - (ii) it takes all reasonable steps to ensure the reliability and integrity of any Supplier Personnel who have access to the Personal Data and ensure that they:
 - (A) are aware of and comply with the Supplier's duties under this Clause;
 - (B) are subject to appropriate confidentiality undertakings with the Supplier or any Sub-processor;
 - (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 Customer or as otherwise permitted by this Call Off 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 EU unless the prior written consent of the Customer has been obtained and the following conditions are fulfilled:
 - (i) the Customer or the Supplier has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or LED Article 37) as determined by the Customer;
 - (ii) the Data Subject has enforceable rights and effective legal remedies;
 - (iii) the Supplier 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 Customer in meeting its obligations); and
 - (iv) the Supplier complies with any reasonable instructions notified to it in advance by the Customer with respect to the processing of the Personal Data;
- (e) at the written direction of the Customer, delete or return Personal Data (and any copies of it) to the Customer on termination of the Call Off Contract unless the Supplier is required by Law to retain the Personal Data.

1.19 Subject to Clause 1.21, the Supplier shall notify the Customer immediately if it:

- (a) receives a Data Subject Access Request (or purported Data Subject Access Request);
- (b) receives a request to rectify, block or erase any Personal Data;
- (c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
- (d) receives any communication from the Information Commissioner or any other regulatory Customer in connection with Personal Data processed under this Call Off 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 Data Loss Event.
- 1.20 The Supplier's obligation to notify under Clause 1.19 shall include the provision of further information to the Customer in phases, as details become available.
- 1.21 Taking into account the nature of the processing, the Supplier shall provide the Customer with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under Clause 1.19 (and insofar as possible within the timescales reasonably required by the Customer) including by promptly providing:
- (a) the Customer with full details and copies of the complaint, communication or request;
 - (b) such assistance as is reasonably requested by the Customer to enable the Customer to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;
 - (c) the Customer, at its request, with any Personal Data it holds in relation to a Data Subject;
 - (d) assistance as requested by the Customer following any Data Loss Event;
 - (e) assistance as requested by the Customer with respect to any request from the Information Commissioner's Office, or any consultation by the Customer with the Information Commissioner's Office.
- 1.22 The Supplier shall maintain complete and accurate records and information to demonstrate its compliance with this Clause. This requirement does not apply where the Supplier employs fewer than 250 staff, unless:
- (a) the Customer determines that the processing is not occasional;
 - (b) the Customer determines the processing includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR; and
 - (c) the Customer determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.
- 1.23 The Supplier shall allow for audits of its Data Processing activity by the Customer or the Customer's designated auditor.
- 1.24 The Supplier shall designate a Data Protection Officer if required by the Data Protection Legislation.
- 1.25 Before allowing any Sub-processor to process any Personal Data related to this Call Off Contract, the Supplier must:
- (a) notify the Customer in writing of the intended Sub-processor and processing;
 - (b) obtain the written consent of the Customer;



- (c) enter into a written agreement with the Sub-processor which give effect to the terms set out in this Clause 1.25 such that they apply to the Sub-processor; and
- (d) provide the Customer with such information regarding the Sub-processor as the Customer may reasonably require.

1.26 The Supplier shall remain fully liable for all acts or omissions of any Sub-processor.

1.27 The Supplier may, at any time on not less than 30 Working Days' notice, revise this Clause by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to this Call Off Contract).

1.28 The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Customer may on not less than 30 Working Days' notice to the Supplier amend this Call Off Contract to ensure that it complies with any guidance issued by the Information Commissioner's Office.

Annex 1 –Processing Personal Data Authorised Processing Template

1. The contact details of the Customer's Data Protection Officer is:

REDACTED
2. The contract details of the Supplier Data Protection Officer is:

REDACTED
3. The Processor shall comply with any further written instructions with respect to processing by the Controller.
4. Any such further instructions shall be incorporated into this Annex.

Contract Reference: CCIS21A35	
Date:	
Description Of Authorised Processing	Details
Identity of the Controller and Processor	<p>1.1 <i>Both Parties are Controller of separate data</i></p> <p>Notwithstanding Clause 1.1 the Parties acknowledge that for the purposes of the Data Protection Legislation:</p> <p>(a) the Customer is the Controller and the Supplier is the Processor for the following Personal Data under this Contract:</p> <p style="padding-left: 40px;">(i) Information relating to GES Members Intranet Site Users and Publishers held on HMT systems.</p> <p>(b) the Supplier is the Controller and the Customer is the Processor for the following Personal Data under this Contract:</p> <p style="padding-left: 40px;">(i) Information relating to GES Members Intranet Site Users and Publishers held on Connect systems.</p>

Subject matter of the processing	The GES Members Intranet site holds personal data and information relating to Users of the intranet site, as held in their site log-in User Profile. Users of the site may also publish documents, job adverts, blog posts, comments and other content on the website. Any of this information could potentially contain personally identifiable data.
Duration of the processing	The processing, capture, storage and review of the personal data set out in this section will be required for as long as i) there is a requirement for a GES Members Intranet site, and ii) that site is supplied by Connect. Note Connect have supplied the GES Members Intranet site since 2005.
Nature and purposes of the processing	<p>The purpose for processing this information is:</p> <p>i) Required for the operation of a government profession intranet site, especially as regards managing profession member access to their members intranet site, and managing profession member engagement with their members intranet site;</p> <p>ii) Required for Corporate Management of the Government Economic Service by its Senior Leadership. As well as the upgraded GES Members Intranet site being a platform through which GES Senior Leadership can communicate with and manage the Government Economic Service profession, the information the intranet site captures on its registered users will also be held and regularly analysed by the GESR Team, on behalf of GES Senior Leadership, to measure the size, shape and distribution of GES Membership across the UK Civil Service, and changes there-in.</p> <p>Processing nature will include all data capture, management, maintenance, retrieval and destruction as is necessary for both individual parties (Customer and Supplier) to meet their requirements against the processing purpose set out above, the requirements of this specific contract, and all other respective legal responsibilities. This will include, but is not limited to; data collection; data recording; data organization; data structuring; data storage; data alteration; data restriction; data erasure and destruction – all as is technically necessary/required to deliver on the data purposes set out above.</p>
Type of Personal Data	Profile Picture; Name (current); Work Email Address (current); Membership Type (current); Date on entry to Profession; Grade (current); Date on entry to Grade (current grade); Department/Organisation (current); Role/Post Name (current); Profession Type of Role (current); Role Description (current); Work Address (current), Region of Work Address (current); Wage as at

OFFICIAL



	<p>last 1 Apr (current); Working Pattern (current); Gender; Sexual Orientation; Religion/belief; Disability Status; Nationality; Ethnic Identity; Date of Birth; Caring responsibilities (Y/N); Socio-economic Background 1 (Free School Meals? Y/N); Socio-economic Background 2 (Parents/Carers Highest Occupation); Socio-economic Background 3 (Parents/Carers Highest Education Level); Socio-economic background 4 (For majority of your childhood did you live in privately owned accommodation - house, flat etc? Y/N. For example owned outright or on mortgage by your parents / primary carers); Name (previous); Work Email Address (previous); Membership Type (previous); Date on entry to Profession; Grade (previous); Date on entry to Grade (previous grade); Department/Organisation (previous); Role/Post Name (previous); Profession Type of Role (previous); Role Description (previous); Work Address (previous), Region of Work Address (previous); Wage as at last 1 Apr (previous); Working Pattern (previous);</p> <p>Note this list cannot be exhaustive as one functionality the contract requirement will deliver is the ability for the Customer (GESR) to add additional <i>User Profile</i> fields. New / additional personal data captured through additional <i>User Profile</i> fields (in support of data processing purposes set out above) will be managed and maintained by the Customer and Supplier in exactly the same manner as all personal data set out above.</p>
Categories of Data Subject	Members of the Government Economic Service (Users); Members of the GESR Team (Administrators).

SUPPLIER TERMS AND CONDITIONS

In the instance of a conflict between the Attachment 5 Terms and Conditions and The Supplier Terms and Conditions, the Attachment 5 Terms and Conditions will take precedence over The Supplier Terms and Conditions.

TERMS AND CONDITIONS FOR THE PROVISION OF WORKS

These terms and conditions are between the Client named in the Sales Order Form (the Client) and Connect Internet Solutions Ltd (a company registered in England, Registration number 04414350, VAT registration number: 758 2838 85), of (address and registered office) New Barratt House, 47 North John Street, Liverpool, L2 6SG (Connect) for the provision of Works.

1. Definitions

Agreement means these terms and conditions, the Sales Order Forms and the Proposals

Intellectual Property Rights means any patents, registered designs, trademarks and service marks (whether registered or not), and applications for any of the foregoing, copyright, know-how, confidential information, moral rights, rights in and to databases and all similar and/or analogous rights subsisting at any time in any part of the world.

Price means the charges for the design and development of the Works as set out in the Sales Order Form and the Proposal

Sales Order Form means the order form which sets out the client details and the price

Software means the software specially commissioned by the Client as part of the Works as detailed in the Proposal

Works means the work required to be undertaken or performed by Connect as detailed in the Sales Order Form

Working Days means on any day except a Saturday, Sunday or statutory bank holiday between the hours of 9am and 5pm.

2. Formation of contract

All services provided by Connect are subject to these terms and conditions to the exclusion of any other terms and conditions contained or referred to in any communication by the Client. This Agreement shall contain the sole terms and conditions of the provision of any services by Connect.

3. Connect's obligations

3.1 Connect hereby undertakes to:

- (i) design and develop the Works
- (ii) design and develop the Software
- (iii) comply with all applicable rules, regulations, codes of practice and laws relating in any way to the creation and design of the Works; in accordance (where relevant) with the Proposal

4. Client obligations

- 4.1 The Client undertakes to provide Connect promptly with any information and documentation which Connect may reasonably require from time to time to enable Connect to undertake the Works. The Client shall, for the purposes of the Agreement, afford to the authorised personnel of Connect during Working Days, full and safe access to its business premises and shall provide adequate free working

space and such other facilities as may be necessary for the performance of the Works.

- 4.2 The Client undertakes to conduct user acceptance testing with reference to the Proposal and any subsequently agreed and documented requirements within the 21 day calendar day period following the Works being made available for this purpose. The Client agrees that the Works will be deemed concluded and satisfactory after this 21 day period except for any issues agreed between the parties and arising from user acceptance testing undertaken within this period.

5. Domain names

- 5.1 In the event the Works include the registration of domain name(s) the Client authorises Connect to act as agent with the appropriate registration authorities under their Terms and Conditions. In so doing the Client recognises it is itself entering into a contract of domain name registration with the registration authority and agrees to their Terms and Conditions available for .uk domains on <http://www.nominet.uk/resources/policy/policies-rules/> for other domains on <http://www.totalregistrations.com/Terms.aspx>

6. Licence and assignment

- 6.1 Connect shall, where applicable, grant to the Client (or procure that there is granted to the Client) a non-exclusive, non-transferable, non-sublicensable perpetual licence to use the Works and the Software, excluding open source software and commercial software that may be incorporated into the Works.

7. Payment

- 7.1 The Client shall pay the Price for the Works in accordance with the payment mechanism set out in the Sales Order Form and the Proposal.
- 7.2 The Price shall be payable within 15 days of the date of Connect's invoice.
- 7.3 The Price is exclusive of Value Added Tax which shall also be paid by the Client.
- 7.4 Payments are to be made by the Client in pounds sterling, except if otherwise agreed by both parties in which case it is understood that prices expressed are converted on the basis of the official exchange rate at the date of signature of the Agreement. The client agrees to support any loss caused by a fluctuation of the exchange rate occurring until the complete performance of the Agreement.
- 7.5 Unless agreed otherwise prior to acceptance of this Sales Order the following Payment Plan applies: For Hosting/Support and Maintenance/Other ongoing services: 100% Annual Price due in advance; hosting charges commence on system go-live/handover or 45 calendar days following the system being made available for user acceptance testing, whichever is sooner. For Development/Works: 20% Price on placement of Order, 20% Price on completion of Discovery phase, 40% Price on handover for user acceptance testing, 20% Price on sign-off of the Works.
- 7.6 If any element of the Price payable under this Agreement is not paid by the Client within 7 days after the due date, Connect shall be entitled (without prejudice to any of its other rights) to charge interest at 4% above the base rate from time to time of Barclays Bank plc from the date of such notice until payment is made such interest accruing from day to day and being payable after as well as before any judgement.
- 7.7 Connect may suspend (without prejudice to its other rights and remedies) its performance of the Work whilst any monies due for payment by the Client are outstanding.
- 8. Intellectual property rights**
- 8.1 The Client acknowledges that all Intellectual Property in the Works and the Software is owned and is the sole property of Connect.

8.2 Connect acknowledges that any and all the Intellectual Property Rights in the content including all information and data published on any website which has been developed by Connect as part of the Works will be the sole property of the Client (unless otherwise agreed in writing).

8.3 The Client will allow Connect to use its name solely for advertising and reference purposes.

9. Warranties

9.1 Connect warrants to the Client that the Work shall be performed with reasonable skill and care and in compliance with all applicable laws, enactments, orders, regulations and other similar instruments in force from time to time.

9.2 Connect does not warrant that the operation of the Software will be uninterrupted or error free.

9.3 Connect will address errors in the Works excluding any third party components provided such errors are agreed between the parties as a non-compliance with the Proposal and any subsequent agreed and documented Specification and provided such errors are reported in the specified way by the Client within 45 working days of the Works being delivered to the client for acceptance testing.

9.4 Except as expressly set out in the terms all conditions, terms, warranties, undertakings and obligations express or implied by statute (including without limitation, those of satisfactory quality or of fitness for a particular purpose (even if that purpose is made known expressly or by implication to Connect)), common law, custom, trade usage or otherwise and all liabilities in respect of the same (if any) are excluded.

10. Limitation of liability

10.1 Connect is not and will not be liable to the Client for any loss of profits; loss of business; loss of goodwill; incidental loss; special loss; consequential loss or indirect loss incurred as a result of or in connection with the Agreement, whether arising in the law of contract, tort or otherwise and notwithstanding that such loss was foreseeable at the date of this Agreement.

10.2 Nothing in the Agreement excludes or limits the liability of either party for death or personal injury caused by its negligence or for fraud.

10.3 Other than in respect of clause 10.2 and subject to clause 10.1 Connect's maximum aggregate liability in contract, tort, negligence or otherwise arising out of or in connection with this Agreement will be limited in aggregate to the Price.

11. Termination

11.1 Either party may terminate the Agreement forthwith in the event that:

(i) the other is in material breach of the Agreement provided such breach (where capable of remedy) has not been remedied within 30 (thirty) days of receipt of written notice from the terminating party specifying the breach and requiring its remedy.

(ii) the other party passes a resolution, or the court makes an order, that such other party be wound up otherwise than for the purpose of bona fide reconstruction or amalgamation, or a receiver, manager, administrative receiver or administrator on behalf of a creditor is appointed in respect of such other party's business or any part thereof, or circumstances arise which entitle the court, otherwise than for the purpose of a bona fide reconstruction or amalgamation, to make a winding up order.

11.2 Connect may terminate this Agreement if the Client is subject to a change in control (as defined by section 416 of the Income and Corporation Taxes Act 1988).

12. Effects of termination

12.1 On the expiration or termination of this Agreement howsoever caused:

(i) all rights and obligations of the parties under this Agreement shall automatically terminate except for such rights of action as shall have accrued prior thereto and any obligations which expressly or by implication are intended to come into or continue in force on or after such expiration or termination;

(ii) the Client shall pay Connect for all unpaid charges and reimburse expenses accrued up to the date of expiration or termination

13. Confidentiality

13.1 Subject to clauses 13.2 and 13.3 and save as otherwise expressly provided in this Agreement, neither party hereto shall during the life of the Agreement or thereafter disclose to any person or use for any purpose any information of a confidential nature obtained by it (the "Recipient Party") from the other (the "Disclosing Party") in connection with this Agreement but the Recipient Party may: (i) disclose any such information to such of its representatives who require such disclosure where bona fide necessary for the proper performance of their duties provided that the Recipient Party has given any such representative prior written instruction as to the restrictions on use and disclosure contained in this Agreement (ii) use such information in the proper exercise of its rights and the performance of its obligations under this Agreement

13.2 The Recipient Party shall use its reasonable endeavours to minimise the risk of unauthorised disclosure or use by representatives of information received from the Disclosing Party.

13.3 The restrictions on use and disclosure of information under clause 13.1 shall not apply to any information which the Recipient Party can prove:

- (i) was already known to it prior to its receipt thereof from the Disclosing Party; or
- (ii) was subsequently disclosed to it lawfully by a third party who did not obtain the same, (whether directly or indirectly) from the Disclosing Party; or
- (iii) was in the public domain at the time of receipt by the Recipient Party or has subsequently entered into the public domain other than by reason of the breach of the provision of this clause 13 or any obligations of confidence owed by the Recipient Party to the Disclosing Party; or
- (iv) it is required to disclose by law, regulation or order

14. Assignment and sub-contracting

14.1 The Client shall not be entitled to assign, transfer or sub-contract any of its rights or obligations under this Agreement without Connect's prior written consent.

15. Notices

15.1 All notices to be given under this Agreement shall be in writing in English and left at or sent by first class mail or fax to the appropriate address shown at the head of this Agreement or left at or sent to such other address as the party concerned may from time to time designate by notice pursuant hereto. Any such notice shall be deemed given:

- (i) at the time when the same is left at the addressee's address; or
- (ii) on the second Working Day after the same shall have been properly posted; or
- (iii) in the case of a fax, on the first Working Day after the day of transmission by the fax operator provided that the transmitting fax machine generates upon completion of the transmission a transmission report stating that the notice has been duly transmitted without error to the addressee's fax number

16. Waiver

16.1 Failure by either party at any time to enforce the provision of this Agreement or to require performance by the other of any of the provision of this Agreement shall not be construed as a waiver of any such provision or its breach and shall not affect the

validity of this Agreement or any part thereof or the right of such party to enforce any provision in accordance with its terms. Any waiver by either party must be in writing signed by a duly authorised signatory.

17. Entire agreement

17.1 This Agreement sets forth the entire agreement between the parties with respect to the subject matter hereof and supersedes and replaces all prior communications, representations, warranties, stipulations, undertaking and agreements whether oral or written between the parties relating to such subject matter.

17.2 The Client acknowledges that in entering into this Agreement it does not rely on and will have no remedy in respect of any statement, representation, warranty or understanding (whether negligently or innocently made) of any person (whether party to the Agreement or not) other than as set out in this Agreement. Nothing will operate to limit or exclude any liability for fraud.

18. Relationships

18.1 Nothing contained in this Agreement shall constitute a partnership or agency between any of the parties and neither party shall hold itself out as a partner or agent of the other party.

19. Force Majeure

19.1 Neither party shall be liable hereunder for delay to the extent it is due to events occurring outside its control provided the party relying on this clause immediately gives written notice to the other of the event and uses and continues to use all reasonable efforts to overcome the event and perform this Agreement. The party suffering the event shall have its time for performance of its obligations extended by a period equal to the delay.

20. Variation

20.1 Any variation in this Agreement shall only be binding if it is recorded in a document signed by an authorised representative of each party.

21. Validity

21.1 Should any provision of this Agreement become void or otherwise unenforceable for any reason, the validity of the remaining provision shall not be affected thereby and the parties shall use their best endeavours to replace the provision which is void or unenforceable with a provision of similar economic effect.

22. Third Party Rights Act

22.1 A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any terms of this Agreement but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

23. Law

23.1 This Agreement shall be governed and construed in accordance with the laws of England and each party submits to the exclusive jurisdiction of the English Courts in respect thereof.

TERMS AND CONDITIONS FOR HOSTING

These terms and conditions are between the client named in the Sales Order Form (**Client**) and Connect Internet Solutions Ltd (a company registered in England, Registration number 04424350, VAT registration number: 758 2838 85), of (address and registered office) New Barratt House, 47 North John Street, Liverpool, L2 6SG (**Connect**), for hosting services.

1. Definitions

Activities means any data, service, application or software on the servers as more fully detailed in the Sales Order and referenced Proposal

Agreement means these terms and conditions, the Sales Order Form and the Proposal

Charges means the charges for hosting and maintenance as set out in the Sales Order Form and the Proposal

Commencement Date means the date that Connect starts to host the Software

Contract Year means the 12 month period from the Commencement Date and each subsequent 12 month period as applicable

Data Controller means the party that determines the purposes and means of processing personal data (Client)

Data Processor means the party that is responsible for processing personal data on behalf of the Data Controller (Connect)

Hosting Services means the hosting service as set out in the Sales Order or the Proposal to be provided by Connect to the Client pursuant to Clause 4

Location means Connect's premises or such other premises as the parties may agree from time to time

Maintenance means the maintenance and support services set out in the Sales Order or the Proposal to be provided by Connect to the Client pursuant to Clause 4

Personal Data means any information relating to an identifiable person who can be directly or indirectly identified in particular by reference to an identifier

Proposal means the proposal (if referenced) that details the hosting services to be provided

Sales Order Form means the order form which sets out the Client details and the Price Servers means any servers and other equipment described in the Sales Order and the Proposal which will be situated at the Location

Services means the Maintenance Services and Hosting Services

Software means the software to be hosted as set out in the Sales Order and the Proposal

Working Days means on any day except a Saturday, Sunday or statutory bank holiday between the hours of 9.00am and 5.00pm

2. **Formation of Contract**

All services provided by Connect are subject to these terms and conditions to the exclusion of any other terms and conditions contained or referred to in any communication by the Customer. This Agreement shall contain the sole terms and conditions of the provision of any Services by Connect.

3. **Duration**

This Agreement shall commence on the Commencement Date and shall continue in full force and effect unless and until terminated pursuant to Clause 11 (Term).

4. **Hosting and Maintenance Services**

4.1 Connect shall provide the Hosting and Maintenance Services in accordance with the Sales Order and Proposal. However, Connect do not warrant that the Services will be continuously available.

4.2 The Client indemnifies and agrees to hold harmless Connect against all actions, proceedings, claims, demands, damages, costs (including legal costs) and losses suffered or incurred by Connect directly or indirectly as a result of any content of or transaction via the Activities, any links to third party websites or as a result of the content of any materials or data updates provided by the Client.

4.3 The Client may only use the Services as specifically detailed in the Sales Order and Proposal. If the Client wishes to use the Services in any alternative or additional manner they need to request such changes from Connect and comply with any additional terms and/or pay any additional charges.

- 4.4 The Client acknowledges that Connect do not monitor or control the Activities or contents of emails, messages, bulletin boards, or other items located or transmitted via the Internet.
- 4.5 Connect reserves the right but does not assume the obligation to inspect the Activities and the content and material of files, emails and posting to ascertain compliance with these terms or any laws, regulations or codes applicable to these terms. In the event of any breach or suspected breach of this Clause 4 and/or Clause 5 Connect will be entitled to suspend and/or terminate any or all of the Services.
- 4.6 In the event the Services interfere in any way with any other services that Connect operate Connect will be entitled to suspend and/or terminate any or all of the Services and/or the Agreement. The suspension or termination of the Services and/or the Agreement shall be without prejudice to any other rights either party may be entitled to hereunder or at law and shall not affect any accrued rights or liabilities of either party.

5. Client's Obligations

- 5.1 During the continuance of the Agreement the Client shall:
- (i) upon reasonable request from Connect co-operate with Connect's personnel in the diagnosis of any error or defect in the Activities; and
 - (ii) upon reasonable request from Connect make available to Connect's personnel free of charge all necessary information and assistance reasonably required by Connect's personnel to enable Connect to perform the Services; and
 - (iii) not use the Activities to receive, store, transmit, allow access to otherwise communicate, or reproduce any material including images which in the reasonable opinion of Connect are or are likely to be illegal, unlawful, or in breach of applicable regulations or any recognised industry standards and/or codes of conduct. Such materials including images will be by way of illustration and not by way of limitation, the following types of material:
 - (a) offensive, abusive, indecent, obscene, pornographic, defamatory, menacing or violent;
 - (b) the publication of which would be in breach of confidence and/or privacy;
 - (c) its publication would be an infringement of copyright, trademarks or any other intellectual property rights of any person
 - (iv) not create and/or introduce into the Service any virus, or other destructive or contaminating programme;
 - (v) use an up to date virus scanning programme on all materials downloaded through the Services

6. Dedicated Hosting

- 6.1 In the event the Services include dedicated hosting the client will be responsible for ensuring that the Servers and any Software will adequately meet their needs and any assistance Connect give is without any liability. In the event that Connect purchase any Servers or Software on behalf of the Client the Client will pay for such Servers and/or Software in advance. The Client will be responsible for obtaining any warranties in relation to the Servers and ensuring the Software is licensed to them on appropriate terms.
- 6.2 Connect shall effect and maintain in relation to the Servers with a reputable insurance company and such insurance shall be in an amount equal to the replacement value of the Servers. Such insurance shall not be required to cover ordinary fair wear and tear and shall only be required for as long as the Servers remain at the Location.

7. Domain Names

- 7.1 In the event the Services include registration of domain name(s) the Client authorises Connect to act as agent with the appropriate registration authorities under their Terms and Conditions. In so doing the Client recognises it is itself entering into a contract of domain name registration with the registration authority and agrees to their Terms and Conditions available for .uk domains on <http://www.nominet.uk/resources/policy/policies-rules/> for other domains on <http://www.totalregistrations.com/Terms.aspx>
- 8. Payment**
- 8.1 The Client shall pay the Charges annually in advance at the rates as are set out in the Sales Order Form.
- 8.2 The Charges shall be payable by the Client within 15 days of the date of Connect's invoice.
- 8.3 The Price is exclusive of Value Added Tax which shall also be paid by the Client.
- 8.4 Payments are to be made by the Client in pounds sterling, except if otherwise agreed by both parties in which case it is understood that prices expressed are converted on the basis of the official exchange rate at the date of signature of the Agreement. The client agrees to support any loss caused by a fluctuation of the exchange rate occurring until the complete performance of the Agreement.
- 8.5 Unless agreed otherwise prior to acceptance of this Sales Order the following **Payment Plan** applies:
For Hosting/Support and Maintenance/Other ongoing services: 100% Annual Price due in advance; hosting charges commence on system go-live/handover or 45 calendar days following the system being made available for user acceptance testing, whichever is sooner.
For Development work/Other Works: 20% Charges on placement of Order, 20% Charges on completion of Discovery phase, 40% Charges on handover for user acceptance testing, 20% Charges on sign-off of the Works.
- 8.6 If any element of the Charges payable under this Agreement is not paid by the Client within 7 days after the due date, Connect shall be entitled (without prejudice to any of its other rights) to charge interest at 4% above the base rate from time to time of Barclays Bank plc from the date of such notice until payment is made such interest accruing from day to day and being payable after as well as before any judgement.
- 8.7 Connect may suspend (without prejudice to its other rights and remedies) its performance of the Services whilst any monies due for payment by the Client are outstanding.
- 9. Warranties and Indemnity**
- 9.1 Connect warrants that the Services shall be provided using reasonable care and skill and in compliance with all applicable laws, enactments, orders, regulations and other similar instruments in force from time to time.
- 9.2 Connect will use reasonable endeavours to provide any Internet presence included in the Services continuously but Connect do not warrant or represent that it can do so since neither Connect nor any other party has any control over the Internet. Connect will not be liable for its failure to continuously provide such Services.
- 9.3 The Client must accept the Services "as is" and "as available" and except as set out in Clause 9.1 all warranties whether express or implied (including without limitation those of satisfactory quality, and fitness for purpose, even if that purpose is made known expressly or by implication to Connect) common laws, custom, trade usage or otherwise and all liabilities in respect of the same (if any) are excluded.
- 10. Limitation of Liability**

- 10.1 Connect is not liable and will not be liable under any circumstances, for any loss of profit; loss of use; loss of data; loss of revenue; any indirect, incidental, special, punitive or consequential loss or damages which the Client may incur as a result or in connection with this Agreement whether caused by Connect's negligence, breach of contract or however caused notwithstanding that such loss was foreseeable at the date of this Agreement.
- 10.2 Nothing in the Agreement shall exclude any liability for fraud or any death or physical injury to persons arising from negligence of its employees, subcontractors and agents.
- 10.3 Except where liability arises under Clause 10.2 and subject to Clause 10.1, Connect's entire liability for any claim made in respect of or in connection with the Agreement, whether in contract, tort (including negligence), or under statute and howsoever and whenever arising, will not in any Contract Year during the Term exceed the total of all Charges payable or paid in that Contract Year.
- 11. Termination**
- 11.1 Each party may at any time by notice in writing terminate the Agreement as from the date of service of such notice if:
- (i) the other party passes a resolution, or the Court makes an order that such other party be wound up otherwise than for the purposes of a bona fide reconstruction or amalgamation, or a receiver, manager or administrator on behalf of a creditor is appointed in respect of the business or any part thereof of such other party, or circumstances arise which entitle the Court or a creditor to appoint a receiver, manager or administrator or which entitle the Court otherwise than for the purposes of a bona fide reconstruction or amalgamation to make a winding up order, or such other party is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or any similar events occurs under the laws of any other jurisdiction; or
 - (ii) the other party is in material breach of the Agreement provided such breach (where capable of remedy) has not been remedied within thirty (30) days of written notice to such other party specifying the breach and requiring its remedy.
- 11.2 Connect may terminate this Agreement if the Client is subject to a change in control (as defined in section 416 Income and Corporation Taxes Act 1988).
- 11.3 Each party may terminate the Agreement in its sole discretion by giving the other 30 days written notice such notice to take effect on an anniversary of the Commencement Date.
- 12. Effect of Termination**
- On expiration or termination of the Agreement howsoever caused:
- (i) all rights and obligations of the parties under the Agreement shall automatically terminate except for such rights of action as shall have accrued prior thereto any obligations which expressly or by implication are intended to come into or continue in force on or after such expiration or termination
 - (ii) the Client shall pay Connect for all unpaid Charges and reimburse expenses accrued up to the date of expiration or termination
- 13. Confidentiality**
- 13.1 Subject to Clauses 13.2 and 13.3 and save as otherwise expressly provided in this Agreement, neither party hereto shall during the life of this Agreement or thereafter disclosure to any person or use for any purpose any information of a confidential nature obtained by it (Recipient Party) from the other (Disclosing Party) in connection with this Agreement but the Recipient Party may:

- (i) disclose any such information to such of its representatives who require such disclosure where bona fide necessary for the proper performance of their duties provided that the Recipient Party has given any such representative prior written instruction as to the restrictions on use and disclosure contained in the Agreement;
- (ii) use such information in the proper exercise of its rights and the performance of its obligation under this Agreement.
- 13.2 The Recipient Party shall use its reasonable endeavours to minimise the risk of unauthorised disclosure or use by representatives of information received from the Disclosing Party.
- 13.3 The restrictions on use and disclosure of information under Clause 13.1 shall not apply to any information which the Recipient Party can prove:
- (i) was already known to it prior to its receipt thereof from the Disclosing Party; or
- (ii) was subsequently disclosed to it lawfully by a third party who did not obtain the same (whether directly or indirectly) from the Disclosing Party; or
- (iii) was in the public domain at the time of receipt by the Recipient Party or has subsequently entered into the public domain other than by reason of the breach of the provisions of this Clause 13 or any obligations of confidence owed by the Recipient Party to the Disclosing Party; or
- (iv) it is required to disclose by law, regulation or order.
- 14. Data Protection**
- 14.1** The provisions of this Clause 14 shall apply during the Term and for such time as Connect holds Personal Data on behalf on the Client.
- 14.1 The Client is acting as Data Controller.
- 14.2 The Client agrees to clearly and fully specify in writing prior to commencement of the service the subject matter of the processing, types of personal data, duration and the nature and purpose of the data processing and to notify Connect giving reasonable notice of any changes.
- 14.3 Connect is acting as Data Processor.
- 14.4 Connect shall (and shall procure that its staff) comply with any notification requirements under the GDPR and both Parties undertake to duly observe all their obligations under the GDPR which arise in connection with this Agreement.
- 14.5 Where Connect (Data Processor) processes Personal Data for the Client (Data Controller), Connect shall ensure that it has in place appropriate technical and organisational measures to ensure the security of the Client Personal Data (and to guard against unauthorised or unlawful Processing of the Client Personal Data and against accidental loss or destruction of, or damage to, the Client Personal Data) and:
- 14.5.1 provide the Client with such information as the Client may reasonably request to satisfy itself that Connect is complying with its obligations under the GDPR; and
- 14.5.2 in any breach of the security measures to be put in place pursuant to this clause
- 14.5.2.1 promptly notify the Client
- 14.5.2.2 execute promptly the mitigation and remedial measures to be put in place pursuant to this clause; and
- 14.5.3 ensure that it does not knowingly or negligently do or omit to do anything which places the Client in breach of its obligations under GDPR or relevant legislation.
- 14.6 On termination of the service Connect will at the discretion of the Client destroy or return the personal data.

- 14.7 Both parties agree to cooperate with data protection authorities in the case of an investigation and to fully comply with reporting expectations under GDPR
- 15. Information Security**
Connect shall ensure that all employees and contractors for Connect adhere at all times to Connect's information security policies. All employees and contractors are obliged to sign Connect's User Agreement which covers, but is not limited to, obligations under GDPR, The Computer Misuse Act, Connect Internet Solutions Ltd Information Systems Security Policy
- 16. Assignment and Sub-contracting**
The Client shall not be entitled to assign, transfer or sub-contract any of its rights or obligations under this Agreement without Connect's prior written consent.
- 17. Notices**
All notices to be given under this Agreement shall be in writing in English and left at or sent by first class mail or fax to the appropriate address shown at the head of this Agreement or left at or sent to such other address as the party concerned may from time to time designate by notice pursuant hereto. Any such notice shall be deemed given:
(i) at the time when the same is left at the addressee's address; or
(ii) on the second Working Day after the same shall have been properly posted; or
(iii) in the case of a fax, on the first Working Day after the day of transmission by the fax operator provided that the transmitting machine generates upon completion of the transmission a transmission report stating that the notice has been duly transmitted without error to the addressee's fax number.
- 18. Waiver**
Failure by either party at any time to enforce the provisions of this Agreement or to require performance by the other of any of the provisions of this Agreement shall not be construed as a waiver of any such provision or its breach and shall not affect the validity of this Agreement or any part thereof or the right of such party to enforce any provision in accordance with its terms. Any waiver by either party must be in writing signed by a duly authorised signatory.
- 19. Entire Agreement**
19.1 This Agreement sets forth the entire agreement between the parties with respect to the subject matter hereof and supersedes and replaces all prior communications, representations, warranties, stipulations, undertakings and agreements whether oral or written between the parties relating to such subject matter.
19.2 The Client acknowledges that in entering into this Agreement it does not rely on and will have no remedy in respect of any statement, representation, warranty or understanding (whether negligently or innocently made) of any person (whether party to this Agreement or not) other than as set out in this Agreement. Nothing will operate to limit or exclude any liability for fraud.
- 20. Relationships**
Nothing contained in this Agreement shall constitute a partnership or agency between any of the parties and neither party shall hold itself out as a partner or agent of the other party.
- 21. Force Majeure**
Neither party shall be liable hereunder for delay to the extent it is due to events occurring outside its control provided the party relying on this clause immediately gives notice to the other of the event and uses and continues to use all reasonable efforts to overcome the event and perform this Agreement. The party suffering the

event shall have its time for performance of its obligations extended by a period equal to the delay.

22. Variation

Any variation in this Agreement shall only be binding if it is recorded in a document signed by an authorised representative of each party.

23. Validity

Should any provision of this Agreement become void or otherwise unenforceable for any reason, the validity of the remaining provision shall not be affected thereby and the parties shall use their best endeavours to replace the provision which is void or unenforceable with a provision of similar economic effect.

24. Third Party Rights Act

A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any terms of this Agreement but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

25. Law

This Agreement shall be governed and construed in accordance with the laws of England and each party submits to the exclusive jurisdiction of the English Courts in respect thereof.



ANNEX 7 – CHANGE CONTROL FORMS

CHANGE CONTROL NOTICE (CCN)							
Contract Title:	Contract for the Provision of Insert title of requirement (The Contract)						
Contract Reference:		Contract Change Number:					
Date CCN issued:		Date Change Effective from:					
<p>Between: The Insert Name of Contracting Authority (The Customer) and Insert name of Supplier (The Supplier)</p> <p>1. The Contract is varied as follows:</p> <p style="margin-left: 20px;">1.1. Insert details of changes to the original contract.</p> <p>2. Words and expressions in this Change Control Notice shall have the meanings given to them in the Contract.</p> <p>3. The Contract, including any previous Contract changes, authorised in writing by both Parties, shall remain effective and unaltered except as amended by this Change Control Notice.</p>							
<table style="width: 100%; border: none;"><tr><td style="width: 20%; text-align: center; vertical-align: bottom;"><div style="border: 1px solid black; height: 40px; width: 100%;"></div><p>Signature</p></td><td style="width: 20%; text-align: center; vertical-align: bottom;"><div style="border: 1px solid black; height: 40px; width: 100%;"></div><p>Print Name and Job Title</p></td><td style="width: 20%; text-align: center; vertical-align: bottom;"><div style="border: 1px solid black; height: 40px; width: 100%;"></div><p>Date</p></td><td style="width: 40%; vertical-align: top; padding-left: 10px;">Change authorised to proceed by: (Customer's representative):</td></tr></table>				<div style="border: 1px solid black; height: 40px; width: 100%;"></div> <p>Signature</p>	<div style="border: 1px solid black; height: 40px; width: 100%;"></div> <p>Print Name and Job Title</p>	<div style="border: 1px solid black; height: 40px; width: 100%;"></div> <p>Date</p>	Change authorised to proceed by: (Customer's representative):
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<table style="width: 100%; border: none;"><tr><td style="width: 20%; vertical-align: top; padding-right: 10px;">Authorised for and on behalf of the Supplier:</td><td style="width: 20%; text-align: center; vertical-align: bottom;"><div style="border: 1px solid black; height: 40px; width: 100%;"></div><p>Signature</p></td><td style="width: 20%; text-align: center; vertical-align: bottom;"><div style="border: 1px solid black; height: 40px; width: 100%;"></div><p>Print Name and Job Title</p></td><td style="width: 40%; text-align: center; vertical-align: bottom;"><div style="border: 1px solid black; height: 40px; width: 100%;"></div><p>Date</p></td></tr></table>				Authorised for and on behalf of the Supplier:	<div style="border: 1px solid black; height: 40px; width: 100%;"></div> <p>Signature</p>	<div style="border: 1px solid black; height: 40px; width: 100%;"></div> <p>Print Name and Job Title</p>	<div style="border: 1px solid black; height: 40px; width: 100%;"></div> <p>Date</p>
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Authorised for and on
behalf of the
Customer:

Signature

Print Name and Job Title

Date