



Department  
for Environment  
Food & Rural Affairs

# Conditions of Contract Short Form Enhanced

March 2022

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Department  
for Environment  
Food & Rural Affairs

BSI Standards Limited  
389 Chiswick High Road,  
London,  
W4 4AL,  
United Kingdom

Attn: [REDACTED]

By email to: [REDACTED]

Date: 30<sup>th</sup> March 2022

Our Ref: **Project\_35127\_Development  
and Supply of PAS Document for Low-  
Cost Sensors for Air Quality  
Monitoring.**

Your Ref: **BSIO 00105567 V12\_Final**

Dear [REDACTED],

**Award of Contract for the Development and Supply of PAS4023 Document for Low-Cost Sensors for Air Quality**

Following your revised proposal for the development and supply of a **PAS Document for Low-Cost Sensors for Air Quality Monitoring – selection, placement and testing of mountable, static air quality monitors – code of practice to DEFRA**, we are pleased confirm our intention to award this contract to you.

The attached contract details ("**Order Form**"), contract conditions and its **Annexes** set out the terms of the contract between **DEFRA** as the customer and **BSI Standards Limited** as the contractor for the provision of the deliverables set out in the Order Form.

We thank you for your co-operation to date and look forward to forging a successful working relationship resulting in a smooth and successful delivery of the deliverables.

Please confirm your acceptance of the Conditions by signing and returning the Order Form to [REDACTED] (cc [REDACTED]) to the below address within **1 working days** from the date of this letter, which will create a binding contract between us. No other form of acknowledgement will be accepted. Please remember to include the reference number above in any future communications relating to this contract.

We will then arrange for the Order Form to be countersigned so that you have a signed copy of the Order Form for your records.

Yours faithfully,

[REDACTED]

[REDACTED]  
**Higher Commercial Officer | Environmental Goods and Services | Defra Group Commercial |  
Department for Environment, Food and Rural Affairs | Email: [REDACTED] |  
Address: Exeter Office Manley House, Kestrel Way, Exeter, Exeter, EX2 7LQ**

March 2022

# Order Form

<b>1. Contract Reference</b>	35127 - Development and Supply of PAS Document for Low-Cost Sensors for Air Quality Monitoring (selection, placement and testing of mountable, static air quality monitors – code of practice)
<b>2. Date</b>	30/03/2022
<b>3. “Authority” or “Sponsor”</b>	DEFRA  Seacole Building, 2 Marsham Street, London, SW1P 4DF
<b>4. “Supplier” or “BSI”</b>	BSI Standards Limited 389 Chiswick High Road, London, W4 4AL, United Kingdom
<b>4a. Supplier Account Details</b>	Account Name:  [REDACTED] [REDACTED] [REDACTED] [REDACTED]  [REDACTED] [REDACTED] [REDACTED] [REDACTED]
<b>5. The Contract</b>	<p>The Supplier shall supply the Deliverables described below on the terms set out in this Order Form and the attached contract conditions ("<b>Conditions</b>") and any [<b>Annex/Annexes</b>].</p> <p>Unless the context otherwise requires, capitalised expressions used in this Order Form have the same meanings as in Conditions.</p> <p>In the event of any inconsistency between the provisions of the Order Form, the Conditions and the Annexes, the inconsistency shall be resolved by giving precedence in the following order:</p> <ol style="list-style-type: none"> <li>1. Order Form, Annex 2 (<i>Specification</i>) and Annex 3 (<i>Charges</i>) with equal priority.</li> <li>2. Conditions and Annex 1 (<i>Authorised Processing Template</i>) with equal priority.</li> <li>3. Annexes 4 (<i>Tender Submission</i>) (if applicable) and 5 (<i>Sustainability</i>).</li> <li>4. Annex 6 (<i>Steering Group Protocol</i>).</li> </ol> <p>If applicable, in the event of any inconsistency between the provisions of Annexes 4 and 5, Annex 5 shall take precedence over Annex 4.</p> <p><b>Please do not attach any Supplier terms and conditions to this Order Form as they will not be accepted by the Authority and may delay conclusion of the Contract.</b></p>

<b>6. Deliverables</b>	<b>Goods</b>	[None]
	<b>Services</b>	<p>For the development and supply of a PAS Document for Low-Cost Sensors for Air Quality Monitoring (selection, placement and testing of mountable, static air quality monitors – code of practice).</p> <p><b>The Services shall be performed at either BSI Group, 389 Chiswick High Road, London, W4 4AL (the Supplier's premises), the DEFRA London office, Seacole Building, 2 Marsham Street, London, SW1P 4DF (the Authority premises), or NPL Management Ltd, Hampton Road, Teddington. Middlesex, United Kingdom TW11 0LW (The Technical Author Premises), as specified in the table provided under 1.6 'Timeline, Milestones and Deliverables'</b></p>
<b>7. Specification</b>	The specification of the Deliverables is as set out in <b>Annex 2</b> .	
<b>8. Term</b>	<p>The Term shall commence on 31 March 2022(the <b>Start Date</b>)</p> <p>and the Expiry Date shall be <b>11/08/2023</b> unless it is otherwise extended or terminated in accordance with the terms and conditions of the Contract.</p> <p>The Authority may extend the Contract for a period of up to <b>6 months'</b> by giving not less than <b>3 months'</b> notice in writing to the Supplier prior to the Expiry Date. This extension if agreed will extend the timeline up to a maximum aggregate term of 24 months. The terms and conditions of the Contract shall apply throughout any such extended period.</p>	
<b>9. Charges</b>	The Charges for the Deliverables shall be as set out in <b>Annex 3</b> .	
<b>10. Payment</b>	<p>The Authority's preference is for all invoices to be sent electronically, quoting a valid Purchase Order Number (PO Number), to:</p> <p><a href="mailto:APinvoices-DEF-U@gov.sscl.com">APinvoices-DEF-U@gov.sscl.com</a></p> <p>Alternatively, you may post to:</p> <p><b>Shared Services Connected Ltd</b>  <b>DEF Procure to Pay</b>  <b>PO Box 790</b>  <b>Newport</b>  <b>Gwent</b>  <b>NP10 8FZ</b></p> <p>Within <b>10</b> Working Days of receipt of your countersigned copy of this Order Form, we will send you a unique PO Number. You must be in receipt of a valid PO Number before submitting an invoice.</p> <p>To avoid delay in payment it is important that the invoice is compliant with Annex 3. Non-compliant invoices will be sent back to you, which may lead to a delay in payment.</p> <p>If you have a query regarding an outstanding payment, please contact the Authority's Authorised Representative(s).</p>	

<b>11. Authority Authorised Representative(s)</b>	<p>For general liaison your contact will continue to be</p> <p><b>Contract Manager &amp; Contract Responsible Officer (CRO):</b>  ██████████,  Air Quality Scientist,  Joint Air Quality Unit, Environmental Quality,  Defra/ DfT, ██████████  Email: ██████████  Ground Floor, Seacole Building, 2 Marsham Street, London, SW1P 4DF</p> <p>or, in their absence,</p> <p><b>Senior Responsible Officer (SRO):</b>  ██████████  Head of Air Quality Evidence  Air Quality &amp; Industrial Emissions (AQIE)  Direct Line: ██████████  Internal Ext ██████████  Email: ██████████  Ground Floor, Seacole Building, 2 Marsham Street, London, SW1P 4DF</p>				
<b>12. Address for notices</b>	<p><b>Authority:</b></p> <p>Joint Air Quality Unit,  Environmental Quality,  Ground Floor,  Seacole Building,  2 Marsham Street,  London,  SW1P 4DF</p> <p><b>Attn:</b> ██████████,  <b>Job Title:</b> Air Quality Scientist  <b>By email to:</b> ██████████</p> <p><b>Supplier:</b></p> <p>BSI Standards Limited  389 Chiswick High Road,  London,  W4 4AL,  United Kingdom</p> <p><b>Attn:</b> ██████████  <b>Job Title:</b> Senior Business Development Manager  <b>By email to:</b> ██████████</p>				
<b>13. Key Personnel</b>	<table border="0"> <tr> <td><b>Authority:</b></td><td><b>Supplier:</b></td></tr> <tr> <td>As above</td><td>As above</td></tr> </table>	<b>Authority:</b>	<b>Supplier:</b>	As above	As above
<b>Authority:</b>	<b>Supplier:</b>				
As above	As above				
<b>14. Procedures and Policies</b>	<p>For the purposes of the Contract the Sustainability Requirements are inserted in Annex 5 of this document.</p> <p>For the avoidance of doubt, if other policies of the Authority are referenced in the Conditions and Annexes, those policies will also apply to the Contract on the basis described therein.</p>				



	<p>The Authority may require the Supplier to ensure that any person employed in the delivery of the Deliverables has undertaken a Disclosure and Barring Service check. The Supplier shall ensure that no person who discloses that they have a conviction that is relevant to the nature of the Contract, relevant to the work of the Authority, or is of a type otherwise advised by the Authority (each such conviction a "Relevant Conviction"), or is found by the Supplier to have a Relevant Conviction (whether as a result of a police check, a Disclosure and Barring Service check or otherwise) is employed or engaged in the provision of any part of the Deliverables.</p>
<b>15. Limitation of Liabilities</b>	Please refer to paragraph 16 and Clause 12.1 of this document.
<b>16. Insurance</b>	<p>The Supplier shall hold the following insurance cover for the duration of the Contract including any agreed extension period in accordance with this Order Form</p> <ul style="list-style-type: none"> <li>- Professional Indemnity insurance with cover (for a single event or multiple with an aggregate) of not less than £5m;</li> <li>- Public Liability insurance with cover (for a single event or multiple with an aggregate) of not less than £5m;</li> <li>- Employers Liability insurance with cover (for a single event or multiple with an aggregate) of not less than £5m;</li> <li>- Product Liability insurance with cover (for a single event or multiple with an aggregate) of not less than £5m;</li> </ul>
<b>Signed for and on behalf of the Supplier</b>	<b>Signed for and on behalf of the Authority</b>
<p><b>BSI Standards Limited</b>  <b>389 Chiswick High Road,</b>  <b>London,</b>  <b>W4 4AL,</b>  <b>United Kingdom</b></p> <p><b>Name:</b> [REDACTED]</p> <p><b>Job Title:</b> Finance Director</p>	<p><b>DEFRA</b>  <b>Joint Air Quality Unit,</b>  <b>Environmental Quality,</b>  <b>Ground Floor,</b>  <b>Seacole Building,</b>  <b>2 Marsham Street,</b>  <b>London,</b>  <b>SW1P 4DF</b></p> <p><b>Attn:</b> [REDACTED],  <b>Job Title:</b> Air Quality Scientist</p>
<b>Date:</b> 31.3.22	<b>Date:</b> 31/03/22
<b>Signature:</b> [REDACTED]	<b>Signature:</b> [REDACTED]



# Annex 1 – Authorised Processing Template

N/A

## Annex 2 – Specification

### 1. The Services

#### 1.1. The Services and Associated Fees

Item	Deliverable	Complete key task -estimated on 12 / 18	Invoice Points	Fee (Excl VAT)
<b>1</b>	PAS development			
1.1	PAS initiation meeting (PIM)	1 <sup>st</sup> month	PIM Meeting: <b>15%</b>	
1.2	Domain Research	Month 1		
1.3	Stakeholder Engagement	Month 2	Formation of Steering Group <b>15%</b>	
	<b>Base Document generation (NPL). Allocated (6m) to 12m</b>			
1.4	Preparation of draft to Steering Group	Month 2/8	Draft to Steering Group: <b>30%</b>	
1.5	Steering Group Review			
1.6	Preparation for draft 2 to Public Review		Draft 2 to Steering Group: <b>30%</b>	
1.7	PUBLIC REVIEW - 4-6 Weeks	Month 6/12		
1.8	Preparation for final Steering Group Review	Month 8/14		
1.9	BSI / Technical Author final edit	Month 10/16		
1.10	Design and Marketing / PR	Month 12/18	Publish PAS: <b>10%</b>	
	<b>PUBLICATION</b>			
<b>2</b>	Licence included: BSI user free-download licence for the life of the PAS.			
<b>3</b>	Technical Author Fee through NPL			
<b>Total</b>				

#### Notes on Fee:

The fee offered to the Authority for this project is a fixed fee contract and therefore the breakdown of each task and milestone is not provided. The benefit to this approach is that the Supplier will absorb any expenditure from changes to the schedule.

#### 1.2. Context

This PAS is intended to allow the use of low-cost sensors for Air Quality (LCAQ) monitoring irrespective of type, for measuring ambient pollutants. The approach taken is based upon an understanding of the user's needs, including ensuring data quality is demonstrated for the intended applications. In the case of establishing uncertainty, this PAS may be used to derive methods to establish this in various ways dependent on application, but generally requires access to reference monitors and involves numerical analysis.

The basic definition of a low-cost sensor is taken to be a cost and time effective alternative to the reference methods, irrespective of the analytical method, that responds to the target pollutant. The strengths and weaknesses of these devices need to be understood in order to determine if they meet the user's requirements. Although data quality from these devices may not be as high as from reference devices, it is important to note that certain applications of low-cost sensors (e.g. in networks) may be able to provide information that was hitherto difficult to obtain using reference methods.

The PAS will reference both UK and European standards if they have become available.

### 1.3. Objective

The objective of the PAS is to provide suppliers and local councils with tools and recommendations to select the best low-cost air quality monitors appropriate for their monitoring applications. The PAS itself is technology agnostic allowing each user freedom of choice within the scope of the PAS.

### 1.4. Technical Author

BSI will contract the proposed Technical Author from NPL at the fixed rate of £58,083. This will be subject to the standard BSI Subcontract Technical Author agreement which will be between NPL and BSI and initiated after the Project Induction Meeting

The assigned BSI Project Manager will contract the nominated NPL person.

The Technical Author will be required from the initial meeting until publication.

BSI will provide the Technical Author contract through this main contract with Defra, so there is only one lead contract document.

### 1.5. Timescales

The timescale from the development of the PAS to publication shall be 12 months with scope to 18 months, with an optional 6-month extension period subject to prior written agreement by both parties and is included in the services already quoted.

The contract period provides a maximum of 24 months to allow the development of the base document at NPL, but with the project aiming to complete in 12 months.

BSI would not impose any additional costs for changes in the timeline described for services already quoted, providing the BSI Project Manager is still carrying out the same activities.

BSI will use reasonable endeavours to meet the timescale set out herein however due to the nature of the Services and external dependencies, timescales are indicative only and subject to change. Any change in timescales will be communicated to the Sponsor at the earliest opportunity and where reasonably possible kept to a minimum.

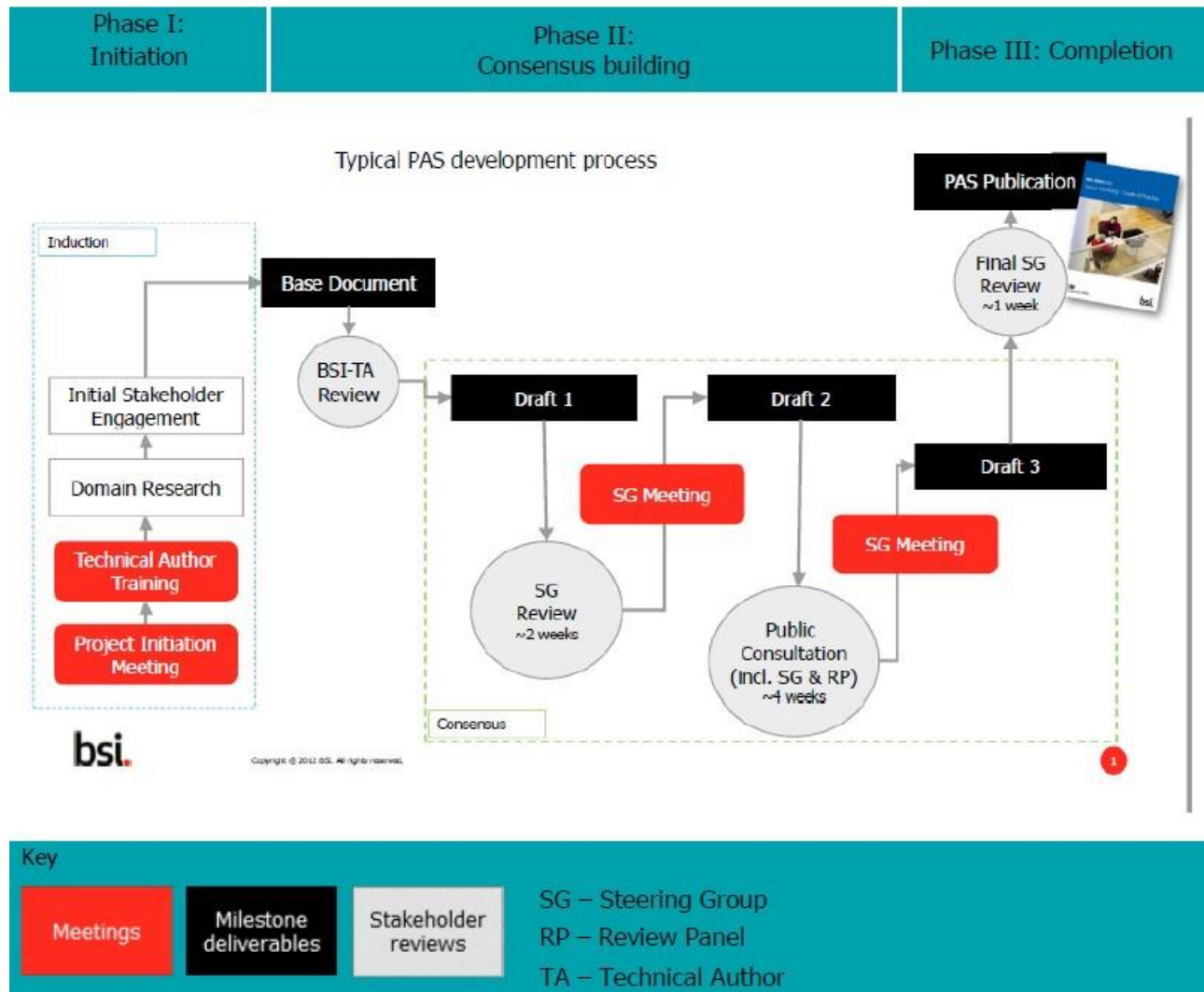
### 1.6. Timeline, Milestones and Deliverables (in line with the above service quotation as set out in 1.1 and Figure 1 Process Overview)

Key Milestones/Deliverables	Meeting/workshop Location	Fee payable	Target Delivery Dates
<b>Commencement Date. PAS initiation meeting (PIM)</b>	Virtual / correspondence, BSI, NPL or Defra Greater London office tba	15% - [REDACTED] Meeting. Month 1	4th April 2022
Training led by BSI	Virtual / correspondence, BSI, NPL, Defra Greater London office tba		7th April 2022
Domain Research	n/a	Month 1	April 2022
<b>Stakeholder Engagement (Steering Group Formation)</b>	Virtual / correspondence tba	15% [REDACTED] Formation of Steering Group Month 2	April 2022
TA base document writing and communication /collaboration with BSI / Defra	Virtual / correspondence or if face to face BSI, NPL or Defra Greater London office tba		April – May 2022
BSI-TA-Defra review meeting	Virtual / correspondence or if face to face BSI,	Month 2	11 <sup>th</sup> May 2022

	NPL or Defra Greater London office tba		
<b>Draft 1 writing and NPL expert review.</b>	Virtual / correspondence		April – May 2022
<b>Defra approve draft PAS for circulation to Steering Group</b>	Virtual / correspondence or if face to face BSI, NPL or Defra Greater London office tba	30% - ████████ Draft 1 to Steering Group Month 2	<b>April – May 2022</b>
Circulation of draft PAS to Steering Group (SG)	Virtual /correspondence		11 <sup>th</sup> May 2022
SG Review Meeting	Virtual / correspondence or if face to face BSI, NPL or Defra Greater London office tba		27 <sup>th</sup> May 2022
Preparation for draft to Public Review	Virtual / correspondence BSI, NPL or Defra Greater London office tba		1 <sup>st</sup> June – Aug 2022
Face to Face Workshop 1 day	BSI, NPL or Defra Greater London office tba		June – Aug 2022
Public Review 4-6 was	Virtual / correspondence BSI, NPL or Defra Greater London office tba	Month 6	1 <sup>st</sup> Aug – mid Sept 2022
<b>Draft 2 writing and NPL expert review</b>	Virtual / correspondence		Mid Sept – 21 <sup>st</sup> Oct 2022
<b>Defra approve draft 2 PAS for circulation to Steering Group</b>	Virtual / correspondence Defra Greater London office tba	30% - ████████ Draft 2 to Steering Group Month 8	<b>End Oct 2022</b>
SG review meeting	Virtual / correspondence or if face to face BSI, NPL or Defra Greater London office tba	Month 8	7 <sup>th</sup> Nov
Draft 3 / Final Draft Writing and NPL expert review	Virtual / correspondence, BSI, NPL or Defra Greater London office tba		8 <sup>th</sup> Nov – 30 <sup>th</sup> Nov 2022
Circulation of draft 3 PAS to Defra/Review Panel	Virtual / correspondence	Month 10	1 <sup>st</sup> Dec 2022
Review meeting	Virtual meeting / correspondence or if face to face BSI, NPL or Defra Greater London office tba		15 <sup>th</sup> Dec 2022
Defra/Stakeholders Review of final content, text, design and layout	Virtual / correspondence, BSI, NPL or Defra		20 <sup>th</sup> Jan 2023

	Greater London office tba		
BSI / Technical Author final edit	Virtual / correspondence, BSI, NPL or Defra Greater London office tba		9 <sup>th</sup> Jan 2023
Defra/Stakeholders approval of final PAS	Virtual / correspondence, BSI, NPL or Defra Greater London office tba		20 <sup>th</sup> Jan 2023
PAS completion BSI, NPL, Defra sign off. Design and marketing/PR.	Virtual / correspondence or if face to face BSI, NPL or Defra Greater London office tba		11 <sup>th</sup> Feb 2023
<b>BSI publication</b>	<b>Virtual / correspondence, BSI, NPL or Defra Greater London office tba</b>	<b>10% - [REDACTED] month 12</b>	<b>10<sup>th</sup> March 2023</b>
		<b>Total [REDACTED]</b>	

Figure 1 Process Overview



### 1.7. Roles and Responsibilities

#### BSI Roles and Responsibilities

- BSI will work with the Sponsor to develop, produce and publish the PAS. Specifically, BSI will:
- Manage and facilitate the standardization and consensus-building process using our unique methodology and standards development expertise.
- Develop a clear, concise and consistent document suitable for PAS status
- Edit, produce, and publish the PAS (BSI will own the copyright of the PAS).
- A published PAS of no more than 40 pages in length and will be available as a free PDF download under license and will co-branded by BSI and the Sponsor. Font size shall be no greater than 12pt.
- NPL to be the Technical Author as approved by DEFRA, and their details will be supplied to BSI. Therefore, BSI will sub-contract NPL to be the technical author.
- BSI will Contract the proposed Technical Author NPL at the rates stated in the Pricing Schedule.
- The assigned BSI Project Manager will contract the nominated person and arrange the contract to enable payment. The contract will provide the terms of delivery and the related invoicing point. The Technical Author will be required from the initial meeting until publication, which is estimated at 12 months
- The project process will follow the BSI development process (Figure 1) and in line with the above project timeline (1.6), and will refer to the “PAS development low-cost sensor NPL Proposal.
- Project manager to attend virtual review meetings/training, and face to face meetings/workshops where required

#### Technical Author (NPL) – Role and responsibilities

- It is assumed Technical Author has been selected by the Client (Sponsor, Defra/DfT) and their details will be sent to BSI at contract agreement.
- Provides all technical input and expertise needed for development of the PAS.
- Writes the base document, Initial draft, and subsequent drafts, as well as reviews the final texts.
- Develops an initial draft of the PAS based on a scope provided by the Sponsor with training and guidance from the BSI Project Manager.
- Redrafts and updates the PAS as required throughout the PAS development process in response to BSI Project Manager, Steering Group and public consultation comments.
- Becomes a member of the Project Team and Steering Group.
- Attends all required meetings, including all Project Team and Steering Group meetings.
- Principle and Senior research scientists to attend virtual review meetings/training, and any face to face workshops.
- Review of content by NPL Senior Research Fellow
- Provides all information in an electronic format specified by BSI.
- Provides changes to any PAS drafts using the track changes function in Word.
- Communicate directly with the Sponsor where required throughout the process and life of the project until final sign off has been completed.
- BSI will provide the Technical Author with standards drafting training and copies of other PAS documents to use as examples from which to develop the base document.

#### Defra roles and responsibilities:

- Oversee BSI, NPL and stakeholder development of PAS. Provide review of drafts and technical input.
- DEFRA to approve the final draft prior to publication by BSI.

#### BSI Deliverables:

- A published PAS of no more than 40 pages in length and will be available as a free PDF download under licence and will co -branded by BSI and the Sponsor.

## 2. Project Scope

**Title: PAS 4023, Low-Cost Sensors for Air Quality monitors-** Selection, placement and testing of mountable, static air quality monitors in ambient air - Code of Practice

**Scope:** This PAS provides recommendations for the selection, placement and testing of low-cost air quality monitors with sensor technology as standalone units or as part of a network of air quality monitors, as applicable to its application and desired purpose. It covers mountable air quality monitors that are static when in position and semi-permanent in placement, which may be either hard-wired or wireless. It covers air quality monitors which measure one or more of the gaseous pollutants NO<sub>2</sub>, NO<sub>x</sub>, NO, O<sub>3</sub>, SO<sub>2</sub>, (CO, CO<sub>2</sub>, and other GHGs) and particulate matter of 2.5 (PM<sub>2.5</sub>) and 10 (PM<sub>10</sub>). It covers the continuous monitoring of levels of air pollutants.

This PAS also covers recommendations for air quality monitor accuracy and uncertainty, equipment monitoring and calibration and ongoing monitoring and maintenance of equipment. The PAS also covers air quality monitor installation, replacement or the decommissioning of equipment.

It does not cover the provision of security for the air quality monitors specific technologies or specific products. The collection format and storage of data obtained from the monitors, including any human interventions, such as for the analysis and interpretation of results are out of scope of the PAS. Access to the data and the format that the data takes is also not covered within the PAS.

This PAS is for use by those aiming to monitor and report on air quality through the implementation of low-cost air quality monitors. The PAS might benefit policy makers, local authorities, environmental health officers, low-cost sensor manufacturers and suppliers and those with an interest in air quality quantification and improvement.

NOTE: The PAS would be beneficial to those involved in delivering Local Air Quality Management (LAQM) systems. See: [laqmpolicyguidance2016.pdf](https://www.defra.gov.uk/laqmpolicyguidance2016.pdf) (defra.gov.uk)

Note that the PAS scope may be refined further during the PAS development process. Changes could be made in response to comments received following editing to BSI rules for drafting standards and in response to comments received during Steering Group and public consultations.

## 3. Relationship to existing Standards



There are 20 Air sensor standards, plus 50 unrelated on sensors. See DEFRA Domain.XLS

12/30262107 DC  
2014/5/EU\*2014/5/EU\*2014/5/UE  
CWA 16975  
CWA 16975/AC  
EN 16841-1  
EN 16841-2  
EN 45544-4  
EN 50676  
EN ISO 13137  
EU 2015/573\*EU 2015/573\*UE 2015/573  
EU 2016/1028\*EU 2016/1028\*UE 2016/1028  
EU 2016/1029\*EU 2016/1029\*UE 2016/1029  
ISO 13137  
ITU-R RS.1858-0\*ITU-R RS.1858  
ITU-T L Supplement 9  
ITU-T Y.4107  
prEN 13725  
EN ISO 13137  
ISO 13137  
ISO 16000-30

## Annex 3 – Charges

Defined terms within this Annex:

**E-Invoicing:** Means invoices created on or submitted to the Authority via the electronic marketplace service.

**Electronic Invoice:** Means an invoice (generally in PDF file format) issued by the Supplier and received by the Authority using electronic means, generally email

### 1. How Charges are calculated

#### 1.1 The Charges:

1.1.1 shall be calculated in accordance with the terms of this Annex 3; and

1.1.2 if not applicable: cannot be increased except as specifically permitted by this Annex.

1.2 Any variation to the Charges payable under the Contract must be agreed between the Supplier and the Authority and implemented using the procedure set out in this Annex.

### 2. Are costs and expenses included in the Charges

2.1 Except as expressly set out in Paragraph 3 below, the Charges shall include all costs and expenses relating to the provision of Deliverables. No further amounts shall be payable in respect of matters such as:

2.1.1 incidental expenses such as travel, subsistence and lodging, document or report reproduction, shipping, desktop or office equipment costs, network or data interchange costs or other telecommunications charges unless prior approved in writing by the Authority; or

2.1.2 costs incurred prior to the commencement of the Contract.

### 3. When the Supplier can ask to change the Charges

3.1 The Charges will be fixed for the first **(2) years** following the Start Date (the date of expiry of such period is a "**Review Date**"). After this Charges can only be adjusted on each following yearly anniversary (the date of each such anniversary is also a "Review Date").

3.2 The Supplier shall give the Authority at least three **(3) Months'** notice in writing prior to a Review Date where it wants to request an increase. If the Supplier does not give notice in time then it will only be able to request an increase prior to the next Review Date.

3.3 Any notice requesting an increase shall include:

3.3.1 a list of the Charges to be reviewed;

3.3.2 for each of the Charges under review, written evidence of the justification for the requested increase.

#### 4. When the Charges are linked to inflation

- 4.1 Where the Charges are stated to be "subject to indexation" they shall be adjusted in line with changes in the Consumer Price Index ("CPI"). All other costs, expenses, fees and charges shall not be adjusted to take account of any inflation, change to exchange rate, change to interest rate or any other factor or element which might otherwise increase the cost to the Supplier
- 4.2 Charges shall not be indexed during the first **(2) years** following the Start Date.
- 4.3 Where paragraph 5 states that a Charge is subject to indexation then it will be indexed on the date which is **(2) years** after the Start Date and on each anniversary of such date (in each case the "Review Date") to reflect the percentage change in the CPI in the 12 months. The Charge will be indexed using the most recently published CPI figure on the Review Date. [If the percentage change in the CPI is negative on any Review Date, there will be no change to the Charge.]

Where the CPI Index:

- 4.3.1 used to carry out an indexation calculation is updated then the indexation calculation shall also be updated unless the Authority and the Supplier agree otherwise;
- 4.3.2 is no longer published or no longer consider appropriate by the Authority acting reasonably, the Authority and the Supplier shall agree a fair and reasonable replacement.

#### 5. Rates and Prices

Key Milestones/Deliverables	Fee payable	Target Delivery Dates
Commencement Date. PAS initiation meeting (PIM)	15% - ██████ PIM Meeting. Month 1	4th <sup>th</sup> April 2022
Training led by BSI		7th <sup>th</sup> April 2022
Domain Research	Month 1	April 2022
Stakeholder Engagement	15% ██████ Formation of Steering Group Month 2	April 2022
TA base document writing and communication /collaboration with BSI / Defra		April – May 2022
BSI-TA-Defra review meeting	Month 2	11 <sup>th</sup> May 2022
Draft 1 writing and NPL expert review.		April – May 2022
Defra approve draft PAS for circulation to Steering Group	30% - ██████ Draft 1 to Steering Group Month 2	April – May 2022
Circulation of draft PAS to Steering Group (SG)		11 <sup>th</sup> May 2022
SG Review Meeting		27 <sup>th</sup> May 2022
Preparation for draft to Public Review		1 <sup>st</sup> June – Aug 2022
Face to Face Workshop 1 day		June – Aug 2022
Public Review 4-6 wks	Month 6	1 <sup>st</sup> Aug – mid Sept 2022
Draft 2 writing and NPL expert review		Mid Sept – 21 <sup>st</sup> Oct 2022

<b>Defra approve draft 2 PAS for circulation to Steering Group</b>	<b>30% - [REDACTED] Draft 2 to Steering Group Month 8</b>	<b>End Oct 2022</b>
SG review meeting	Month 8	7 <sup>th</sup> Nov
Draft 3 / Final Draft Writing and NPL expert review		8 <sup>th</sup> Nov – 30 <sup>th</sup> Nov 2022
Circulation of draft 3 PAS to Defra/Review Panel	Month 10	1 <sup>st</sup> Dec 2022
Review meeting		15 <sup>th</sup> Dec 2022
Defra/Stakeholders Review of final content, text, design and layout		20 <sup>th</sup> Jan 2023
BSI / Technical Author final edit		9 <sup>th</sup> Jan 2023
Defra/Stakeholders approval of final PAS		20 <sup>th</sup> Jan 2023
PAS completion BSI, NPL, Defra sign off. Design and marketing/PR.		11 <sup>th</sup> Feb 2023
<b>BSI publication</b>	<b>10% - [REDACTED] month 12</b>	<b>10<sup>th</sup> March 2023</b>
	<b>Total [REDACTED]</b>	

## 6. Currency

All Supplier invoices shall be expressed in pound sterling or such other currency as shall be permitted by the Authority in writing.

## 7. Variations

The Authority may make reasonable changes to its invoicing requirements during the Term after providing **30 calendar days** written notice to the Supplier.

## 8. Electronic Invoicing

- 8.1 The Authority shall accept for processing any electronic invoice that is valid, undisputed and complies with the requirements of the Authority's e-invoicing system:
- 8.2 The Supplier shall ensure that each invoice is submitted in a PDF format and contains the following information:
  - 8.2.1 the date of the invoice;
  - 8.2.2 a unique invoice number;
  - 8.2.3 the period to which the relevant Charge(s) relate;
  - 8.2.4 the correct reference for the Contract
  - 8.2.5 a valid Purchase Order Number;
  - 8.2.6 the dates between which the Deliverables subject of each of the Charges detailed on the invoice were performed;
  - 8.2.7 a description of the Deliverables;

- 8.2.8 the pricing mechanism used to calculate the Charges (such as fixed price, time and materials);
- 8.2.9 any payments due in respect of achievement of a milestone, including confirmation that milestone has been achieved by the Authority's Authorised Representative
- 8.2.10 the total Charges gross and net of any applicable deductions and, separately, the amount of any reimbursable expenses properly chargeable to the Authority under the terms of this Contract, and, separately, any VAT or other sales tax payable in respect of each of the same, charged at the prevailing rate;
- 8.2.11 a contact name and telephone number of a responsible person in the Supplier's finance department and/or contract manager in the event of administrative queries; and
- 8.2.12 the banking details for payment to the Supplier via electronic transfer of funds (i.e. name and address of bank, sort code, account name and number);
- 8.3 The Supplier shall submit all invoices and any requested supporting documentation through the Authority's e-invoicing system or if that is not possible to: [(**For Defra, NE, MMO & APHA**) Shared Services Connected Ltd, PO Box 790, Newport, Gwent, NP10 8FZ; with a copy (again including any supporting documentation) to such other person and at such place as the Authority may notify to the Supplier from time to time.
- 8.4 Invoices submitted electronically will not be processed if:
  - 8.4.1 The electronic submission exceeds 4mb in size
  - 8.4.2 Is not submitted in a PDF formatted document
  - 8.4.3 Multiple invoices are submitted in one PDF formatted document
  - 8.4.4 The formatted PDF is "Password Protected"

## 9. eMARKETPLACE

- 9.1 The Authority uses an eMarketplace system to host and manage catalogue content (where applicable), to transmit Purchase Order Numbers to and to receive invoices electronically. The Supplier shall register on the Authority's e-Marketplace system, when invited, in order to transact with the Authority. The Supplier registration and catalogue management will be delivered and maintained without any additional charges to the Authority.
- 9.2 The Supplier may use a back-office integration with their own finance systems with the Authority's eMarketplace system for the purposes of receiving Purchase Order Numbers and transmitting invoices. Where the Supplier integrates with the Authority's eMarketplace system all costs relating to this integration and the maintenance of this integration during the Term, will not be chargeable to the Authority.

- 9.3 The Supplier shall receive all Purchase Order Numbers from the Authority via eMarketplace system unless alternative ordering mechanisms are specifically agreed.
- 9.4 The Supplier shall submit all invoices relating to Purchase Order Numbers via the eMarketplace system. Where no back-office integration is present, the Supplier must use the eMarketplace Supplier Portal to submit invoices. All invoices submitted via the eMarketplace system will be considered valid, except where:
- 9.4.1 additional lines have been added to the invoice which are not on the Purchase Order Number(s).
  - 9.4.2 invoice line descriptions have been significantly altered so as that they don't reflect the original Purchase Order line
  - 9.4.3 prices and/or quantities have been increased without prior agreement from the Authority

\*The Authority will settle all invoices submitted via the eMarketplace system on receipt using the eMarketplace ePayments (a virtual procurement card) which will make a BACS payment into the Supplier's bank account. A small transaction charge will apply (where applicable.)

# Annex 4 – Tender Submission

Not applicable



## Annex 5 – Sustainability



Annex\_5\_Sustainabi  
lity.docx

# Annex 6 – Steering Group Protocol

**BSI Standards Limited (BSI)**

- and -

..... (name of individual)

..... (organization represented)

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## Protocol - Steering Group Participation

**For:**

**[PROJECT NAME]**

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I consent to my email and telephone number being circulated to the other Steering Group members for the purposes of drafting and developing the PAS.	Yes/No*  (*delete as appropriate)
--	---

BSI Standards Limited  
389 Chiswick High Road  
London W4 4AL  
UK

I, .....

*(insert name of Member)*

of.....

*(insert address of Member)*

confirm that I have agreed to become a Member of the Steering Group for:

<b>[PROJECT NAME]</b>
-----------------------

and that I will abide by the following terms while I am a member.

1. While on BSI premises, I shall comply with all BSI requirements and instructions as to health and safety and security.
2. At the start of each Steering Group meeting at which I am present, I shall complete and sign the attendance sheet that shall be made available to me by the BSI project manager.
3. I shall conduct the business of the Steering Group in accordance with the procedures communicated to me by the BSI project manager from time to time.
4. I hold all of the intellectual property rights in all material that I may contribute during the business of the Steering Group and where I do not, if it is required, I confirm that I have all relevant consents from the holder(s) of those rights and am authorized to contribute such material to the Steering Group for the purpose of the development and exploitation by BSI of the PAS.
5. The business of the Steering Group will lead to the creation of a new work ("New Work"). I acknowledge that all copyright in the New Work will vest in The British Standards Institution exclusive of any competing right either I or any third party may have. To the extent that the law may deem any copyright in the New Work to be held by me, in consideration of The British Standards Institution accepting contribution of materials from me, I assign the copyright in the New Work (or any part of it) to The British Standards Institution and will do any other thing reasonably requested of me by The British Standards Institution to ensure that the assignment is valid.
6. There is no conflict of interest created by my becoming a member of the Steering Group. If there is any likelihood of a conflict of interest, I shall immediately inform the BSI project manager and understand that the prospective conflict of interest may disqualify me from further participation in the business of the Steering Group.
7. I shall keep all Steering Group business strictly confidential save for consulting with colleagues on a need-to-know basis on matters agreed within the Steering Group and shall not make any public statement about the participation of other members of the group (including their identity) or about Steering Group business.

Signature of Steering Group  
Member:

Date of Signature:

.....  
.....

# Short Form Terms

## 1. Definitions used in the Contract

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

"Authority"	means the authority identified in paragraph 3 of the Order Form;
"Authority Data"	a) the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, including any of the Authority's confidential information, and which: i) are supplied to the Supplier by or on behalf of the Authority; or ii) the Supplier is required to generate, process, store or transmit pursuant to the Contract; or b) any Personal Data for which the Authority is the Data Controller;
"Authority Cause"	any breach of the obligations of the Authority or any other default, act, omission, negligence or statement of the Authority, of its employees, servants, agents in connection with or in relation to the subject-matter of the Contract and in respect of which the Authority is liable to the Supplier;
"Central Government Body"	for the purposes of this Contract this 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: <ul style="list-style-type: none"><li>• Government Department;</li><li>• Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal);</li><li>• Non-Ministerial Department; or</li><li>• Executive Agency;</li></ul>
"Charges"	means the charges for the Deliverables as specified in the Order Form and Annex 3;
"Confidential Information"	means all information, including the Contract, 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 agreed by the Parties to be confidential;
"Contract"	means this contract between (i) the Authority and (ii) the Supplier which is created by the Supplier signing the Order Form and returning it to the Authority.
"Controller"	has the meaning given to it in the "UK GDPR";

"Crown Body"	means any department, office or agency of the Crown, including any and all Local Authority bodies;
"Data Loss Event"	any event that results, or may result, in unauthorised access to Personal Data held by the Supplier under this Contract, and/or actual or potential loss and/or destruction of Personal Data in breach of this Contract, including any Personal Data Breach;
"Data Protection Impact Assessment"	an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data;
"Data Protection Legislation"	(i) the UK GDPR and any applicable national implementing Laws as amended from time to time; (ii) the Data Protection Act 2018 to the extent that it relates to Processing of personal data and privacy; (iii) all applicable Law about the Processing of personal data and privacy;
"Data Protection Officer"	has the meaning given to it in the UK GDPR;
"Data Subject"	has the meaning given to it in the UK GDPR;
"Data Subject Access Request"	a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data;
"Date of Delivery"	means that date by which the Deliverables must be delivered to the Authority, as specified in the Order Form;
"Deliver"	means handing over the Deliverables to the Authority at the address and on the date specified in the Order Form, which shall include unloading and any other specific arrangements agreed in accordance with Clause 4. Delivered and Delivery shall be construed accordingly;
"Deliverables"	means the Services detailed in Annex 2;
"Documentation"	descriptions of the Services, technical specifications, user manuals, training manuals, operating manuals, process definitions and procedures, system environment descriptions and all such other documentation (whether in hardcopy or electronic form) that is required to be supplied by the Supplier to the Authority under the Contract as: a) would reasonably be required by a competent third party capable of Good Industry Practice contracted by the Authority to develop, configure, build, deploy, run, maintain, upgrade and test the individual systems that provide the Deliverables b) is required by the Supplier in order to provide the Deliverables; and/or c) has been or shall be generated for the purpose of providing the Deliverables;

"Existing IPR"	any and all Intellectual Property Rights that are owned by or licensed to either Party and which have been developed independently of the Contract (whether prior to the date of the Contract or otherwise);
"Expiry Date"	means the date for expiry of the Contract as set out in the Order Form;
"FOIA"	means the Freedom of Information Act 2000 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation;
"Force Majeure Event"	any event, occurrence, circumstance, matter or cause affecting the performance by either Party of its obligations under the Contract arising from acts, events, omissions, happenings or non-happenings beyond its reasonable control which prevent or materially delay it from performing its obligations under the Contract but excluding: i) any industrial dispute relating to the Supplier, the Supplier Staff (including any subsets of them) or any other failure in the Supplier or the subcontractor's supply chain; ii) any event, occurrence, circumstance, matter or cause which is attributable to the wilful act, neglect or failure to take reasonable precautions against it by the Party concerned; and iii) any failure of delay caused by a lack of funds;
"Goods"	means the goods to be supplied by the Supplier to the Authority under the Contract;
"Good Industry Practice"	standards, practices, methods and procedures conforming to the law and the exercise of the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged within the relevant industry or business sector;
"Information"	has the meaning given under section 84 of the FOIA;
"Information Commissioner"	the UK's independent authority which deals with ensuring information relating to rights in the public interest and data privacy for individuals is met, whilst promoting openness by public bodies;
"Insolvency Event"	occurs in respect of a legal person (for example an individual, company or organisation): i) if that person is insolvent; ii) if an order is made or a resolution is passed for the winding up of the person (other than voluntarily for the purpose of solvent amalgamation or reconstruction); iii) if an administrator or administrative receiver is appointed in respect of the whole or any part of the persons assets or business; or iv) if the person makes any arrangement with its creditors or takes or suffers any similar or analogous action to any of the actions detailed in this definition as a result of debt in any jurisdiction whether under the Insolvency Act 1986 or otherwise;

"Intellectual Property Rights" / "IPR"	any and all patents, rights to inventions, utility models, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world;
"Key Personnel"	means any persons specified as such in the Order Form or otherwise notified as such by the Authority to the Supplier in writing;
"Law"	means any law, statute, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, right within the meaning of Section 4(1) EU Withdrawal Act 2018 as amended by EU (Withdrawal Agreement) Act 2020, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements of any regulatory body with which the Parties are bound to comply;
"New IPR"	all and any Intellectual Property Rights in any materials created or developed by or on behalf of the Supplier pursuant to the Contract but shall not include the Supplier's Existing IPR;
"Order Form"	means the letter from the Authority to the Supplier printed above these terms and conditions;
"Party"	the Supplier or the Authority (as appropriate) and "Parties" shall mean both of them;
"PAS 0"	the Supplier's governance document on the PAS creation process as updated from time to time;
"Personal Data"	has the meaning given to it in the UK GDPR;
"Personal Data Breach"	has the meaning given to it in the UK GDPR;
"Processing"	has the mean given to it in the UK GDPR;
"Processor"	has the meaning given to it in the UK GDPR;
"Protocol"	the Steering Group Protocol at Annex 6;
"Purchase Order Number"	means the Authority's unique number relating to the order for Deliverables to be supplied by the Supplier to the Authority in accordance with the terms of the Contract;
"Regulations"	the Public Contracts Regulations 2015 and/or the Public Contracts (Scotland) Regulations 2015 (as the context requires) as amended from time to time;
"Request for Information"	has the meaning set out in the FOIA or the Environmental Information Regulations 2004 as relevant (where the meaning set out for the term "request" shall apply);



"Services"	means the services to be supplied by the Supplier to the Authority under the Contract;
"Specification"	means the specification for the Deliverables to be supplied by the Supplier to the Authority (including as to quantity, description and quality) as specified in Annex 2;
"Staff Vetting Procedures"	means vetting procedures that accord with good industry practice or, where applicable, the Authority's procedures for the vetting of personnel as provided to the Supplier from time to time;
"Start Date"	Means the start date of the Contract set out in the Order Form;
"Subprocessor"	any third Party appointed to process Personal Data on behalf of the Supplier related to the Contract;
"Supplier Staff"	all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any subcontractor engaged in the performance of the Supplier's obligations under the Contract;
"Supplier"	means the person named as Supplier in the Order Form;
"Sustainability Requirements"	means any relevant social or environmental strategies, policies, commitments, targets, plans or requirements that apply to and are set out in the Annex 5;
Technical Author	means the individual nominated by NPL Management Ltd or as otherwise agreed in writing between the parties;
"Term"	means the period from the Start Date to the Expiry Date as such period may be extended in accordance with the Order Form or terminated in accordance with Clause 11;
"UK GDPR"	means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation) (United Kingdom General Data Protection Regulation), as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018 (and see section 205(4);
"VAT"	means value added tax in accordance with the provisions of the Value Added Tax Act 1994;
"Workers"	any one of the Supplier Staff which the Authority, in its reasonable opinion, considers is an individual to which Procurement Policy Note 08/15 (Tax Arrangements of Public Appointees) ( <a href="https://www.gov.uk/government/publications/procurement-policy-note-0815-tax-arrangements-of-appointees">https://www.gov.uk/government/publications/procurement-policy-note-0815-tax-arrangements-of-appointees</a> ) applies in respect of the Deliverables;

"Working Day"	means a day (other than a Saturday or Sunday) on which banks are open for business in the City of London.
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## 2. Understanding the Contract

In the Contract, unless the context otherwise requires:

2.1 references to numbered clauses are references to the relevant clause in these terms and conditions and references to numbered paragraphs are references to the paragraph in the relevant Annex;

2.2 any obligation on any Party not to do or omit to do anything shall include an obligation not to allow that thing to be done or omitted to be done;

2.3 the headings in this Contract are for information only and do not affect the interpretation of the Contract;

2.4 references to "writing" include printing, display on a screen and electronic transmission and other modes of representing or reproducing words in a visible form;

2.5 the singular includes the plural and vice versa;

2.6 a reference to any law includes a reference to that law as amended, extended, consolidated or re-enacted from time to time and to any legislation or byelaw made under that law;

2.7 Not used.

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

2.9 a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);

2.10 any Annexes form part of this Contract and shall have effect as if set out in full in the body of this Contract. Any reference to this Contract includes the Annexes; and

2.11 all undefined words and expressions are to be given their normal English meaning within the context of this Contract. Any dispute as to the interpretation of such undefined words and expressions shall be settled by reference to the definition in the Shorter Oxford English Dictionary.

## 3. How the Contract works

3.1 The Order Form is an offer by the Authority to fund the completion of the Deliverables subject to and in accordance with the terms and conditions of the Contract.

3.2 The Supplier is deemed to accept the offer in the Order Form when the Authority receives a copy of the Order Form signed by the Supplier.

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

## 4. What needs to be delivered

### 4.1 All Deliverables

(a) The Supplier must complete the Services: (i) in accordance with the Specification; (ii) to a professional standard; (iii) using all reasonable skill and care; (iv) using Good Industry Practice; (v) using its own policies, processes and internal quality control measures as long as they don't conflict with the Contract; (vi) in accordance with such policies and procedures of the Authority (as amended from time to time) that may be specified in the Contract (vii) on the dates agreed; and (viii) in compliance with all applicable Law.

(b) Without prejudice to the Specification the Supplier must provide Deliverables with a warranty of at least 90 days (or longer where the Supplier offers a longer warranty period to the Authority) from Delivery against all obvious damage or defects.

### 4.2 Not applicable

### 4.3 Services clauses

(a) The Supplier shall do what is reasonable to comply with the timetable set out in Annex 2. For the avoidance of doubt time is not of the essence in the performance of the Services and the ultimate decision whether to publish the PAS rests with BSI's Director of Standards.

(b) The Supplier must co-operate with the Authority for the completion of the Services, provided this does not contradict with PAS 0.

(c) The Authority must provide the Supplier Staff with reasonable access to its premises at such reasonable times agreed with the Authority for the purpose of supplying the Services.

(d) The Supplier must at its own risk and expense provide all equipment required to deliver the Services. Any equipment provided by the Authority to the Supplier for supplying the Services remains the property of the Authority and is to be returned to the Authority on expiry or termination of the Contract.

(e) The Supplier must allocate sufficient resources and appropriate expertise to the Contract.

(f) Not applicable

(g) Not applicable.

(h) The Supplier undertakes that it will abide by PAS 0.

(i) The Authority is entitled to withhold payment for partially or undelivered Services or for Services which are not delivered in accordance with the Contract but doing so does not stop it from using its other rights under the Contract.

(j) It is essential that procedures relating to the composition of the steering group and review panel are open and transparent. The Supplier shall consult with the Authority on the composition of the steering group and review panel but the decision of the Supplier shall be final in this regard. At the time of establishing the steering group, the Supplier shall require and obtain each member's signature to the Protocol. The Protocol shall be in the form set out at Annex 6 and shall be signed by the individual from time to time representing an organisation on the steering group. Failure of any member to sign the Protocol will result in that person being immediately removed as a member of the steering group.

(k) In the 18 to 24 months following the publication of the PAS the Supplier may consider:

- (i) continuing to publish the PAS in its then current form; or
- (ii) initiating a review of the PAS; or
- (iii) use of the PAS as a source for the creation of a formal British Standard, European Norm or ISO.

(l) The Authority acknowledges and agrees that if the Supplier in its sole judgement and at its sole discretion decides that none of 4.3(k)(i)-(iii) is appropriate for any reason, it may withdraw the PAS from circulation.

(m) The Services or the timetable relating to them as set out in Annex 2 may need to be adapted during the Term. Where changes are required, the Supplier shall not proceed with the amended Services or timetable without the prior written agreement of the Authority, email being sufficient. If the Authority does not agree to any proposed changes to the Services or timetable and it becomes impossible for the Supplier to continue with the PAS within the 'project scope' and 'indicative timeline' (both as set out in Annex 2), the Supplier shall be entitled to terminate the Contract on 3 months' written notice to the Authority. Neither the Supplier nor the Authority shall have any further liability to the other save for the Authority's obligation to pay the Supplier for Services already incurred prior to termination.

## 5. Pricing and payments

5.1 In exchange for the completion of the Deliverables, the Supplier shall be entitled to invoice the Authority for the charges in Annex 3. The Supplier shall raise invoices promptly and in any event within 90 days from when the charges are due.

5.2 All Charges:

- (a) exclude VAT, which is payable on provision of a valid VAT invoice and charged at the prevailing rate;
- (b) include all costs connected with the supply of Deliverables.

5.3 The Authority must pay the Supplier the charges within 30 days of receipt by the Authority of a valid, undisputed invoice, in cleared funds to the Supplier's account stated in the Order Form.

5.4 A Supplier invoice is only valid if it:

(a) includes all appropriate references including the Purchase Order Number and other details reasonably requested by the Authority as set out in Annex 3; and

(b) includes a detailed breakdown of Deliverables which have been delivered (if any).

Details of the Authority's requirements for a valid invoice at the Start Date are set out in Annex 3.

5.5 If there is a dispute between the Parties as to the amount invoiced, the Authority shall pay the undisputed amount. The Supplier shall not suspend the provision of the Deliverables unless the Supplier is entitled to terminate the Contract for a failure to pay undisputed sums in accordance with clause 11.6. Any disputed amounts shall be resolved through the dispute resolution procedure detailed in clause 35.

5.6 Not applicable

5.7 The Supplier must ensure that its subcontractors and supply chain are paid, in full, within 30 days of receipt of a valid, undisputed invoice. If this doesn't happen, the Authority can publish the details of the late payment or non-payment.

## **6. The Authority's obligations to the Supplier**

6.1 If the Supplier fails to comply with the Contract as a result of an Authority Cause:

(a) the Authority cannot terminate the Contract under clause 11 on account of the failure to comply, provided this will not prejudice the Authority's right to terminate for another cause that may exist at the same time;

(b) the Supplier will be relieved from liability for the performance of its obligations under the Contract to the extent that it is prevented from performing them by the Authority Cause and will be entitled to such reasonable and proven additional expenses that arise as a direct result of the Authority Cause;

(c) the Supplier is entitled to any additional time needed to deliver the Deliverables as a direct result of the Authority's Cause;

(d) the Supplier cannot suspend the ongoing supply of Deliverables.

6.2 Clause 6.1 only applies if the Supplier:

(a) gives notice to the Authority within 10 Working Days of becoming aware of an Authority Cause, such notice setting out in detail with supporting evidence the known reasons for the Authority Cause;

(b) demonstrates that the failure only happened because of the Authority Cause;

(c) has used all reasonable endeavours to mitigate the impact of the Authority Cause.

## **7. Record keeping and reporting**

7.1 The Supplier must ensure that suitably qualified (and authorised) representatives attend progress meetings with the Authority and provide progress reports when specified in Annex 2.

7.2 The Supplier must keep and maintain full and accurate records and accounts on everything to do with the Contract for seven years after the date of expiry or termination of the Contract.

7.3 Not applicable

7.4 The Supplier must provide information to the auditor and reasonable co-operation at their request.

7.5 If the Supplier is not providing any of the Deliverables, or is unable to provide them, it must as soon as practicable:

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

7.6 If the Authority, acting reasonably, is concerned either:

- (a) as to the financial stability of the Supplier such that it may impact on the continued performance of the Contract; or
- (b) as to the sustainability or health and safety conduct of the Supplier, subcontractors and supply chain in the performance of the Contract;

then the Authority may:

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

## 8. Supplier staff

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

- a) be appropriately trained and qualified;
- b) be vetted using Good Industry Practice and in accordance with the instructions issued by the Authority in the Order Form;

- c) comply with the Authority's conduct requirements when on the Authority's premises including, without limitation, those Sustainability Requirements relating to Equality, Diversity & Inclusion (EDI) contained in Annex 5; and
- d) be informed about those specific requirements referred to in Clause 13.2.

8.2 Where an Authority decides one of the Supplier's Staff, limited to the Business Development Manager and the Editorial Project Manager, or the Technical Author isn't suitable to work on the Contract, the Supplier must replace them with a suitably qualified alternative.

8.3 If requested, the Supplier must replace any person whose acts or omissions have caused the Supplier to materially breach clause 8.

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

8.5 The Supplier indemnifies the Authority against all losses, damages, costs, or expenses (including professional fees and fines) arising from claims brought against it by any Supplier Staff caused by an act or omission of the Supplier or any other Supplier Staff.

8.6 The Supplier shall use those persons nominated in the Order Form (if any) to provide the Deliverables and shall not remove or replace any of them unless:

- (a) requested to do so by the Authority;
- (b) the person concerned resigns, retires, or dies or is on maternity, adoption, shared parental leave or long-term sick leave; or
- (c) the person's employment or contractual arrangement with the Supplier or any subcontractor is terminated.

## 9. Rights and protection

9.1 The Supplier warrants and represents that:

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



(g) it is not impacted by an Insolvency Event.

9.2 The warranties and representations in clause 9.1 are repeated each time the Supplier provides Deliverables under the Contract.

9.3 The Supplier indemnifies the Authority against each of the following:

(a) wilful misconduct of the Supplier, any of its subcontractor and/or Supplier Staff that impacts the Contract;

(b) non-payment by the Supplier of any tax or National Insurance.

9.4 If the Supplier becomes aware of a representation or warranty that becomes untrue or misleading, it must notify the Authority as soon as practicable.

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

## 10. Intellectual Property Rights (IPRs)

10.1 Each Party keeps ownership of its own Existing IPRs. All Intellectual Property Rights in and to the New IPRs shall vest in the Supplier.

10.2 In the event that the law deems that any Intellectual Property Rights in the New IPRs are held by the Authority then as further consideration for the provision of the Services the Authority hereby exclusively and irrevocably assigns all present and future copyright in and to the New IPRs in any and all media now known or invented in future to the Supplier and will do any other thing reasonably requested by the Supplier to ensure that the assignment is valid.

10.3 The Authority grants to the Supplier a royalty-free, non-exclusive, non-transferable licence to use the Authority's Existing IPRs to the extent necessary and for the sole purpose of the PAS, including its future marketing, sale and distribution

10.4 Neither Party has the right to use the other Party's IPRs, including any use of the other Party's names, logos, or trademarks, except as provided in clause 10 or otherwise agreed in writing.

## 11. Ending the contract

11.1 The Contract takes effect on the date of or (if different) the date specified in the Order Form and ends on the earlier of the publication of the PAS, the date of expiry or termination of the Contract or earlier if required by Law (the "**Term**").

11.2 The Authority can extend the Contract where set out in the Order Form in accordance with the terms in the Order Form.

### 11.3 Ending the Contract without a reason

(a) The Authority has the right to terminate the Contract at any time without reason or liability by giving the Supplier not less than 90 days' written notice and if the Contract is terminated, clause 11.5(b) to 11.5(h) applies.

(b) The Supplier has the right to terminate the Contract at any time without reason or liability by giving the Supplier not less than 30 days' written notice and if the Contract is terminated, clause 11.5(b) to 11.5(h) applies.

### **When the Authority can end the Contract**

11.4 (a) If any of the following events happen, the Authority has the right to immediately terminate its Contract by issuing a termination notice in writing to the Supplier:

(i) there is a Supplier Insolvency Event;

(ii) if the Supplier repeatedly breaches the Contract in a way to reasonably justify in the Authority's opinion that the Supplier's conduct is inconsistent with it having the intention or ability to give effect to the terms and conditions of the Contract;

(iii) if the Supplier is in material breach of any obligation which is capable of remedy, and that breach is not remedied within 30 days of the Supplier receiving notice specifying the breach and requiring it to be remedied. Where a material breach is not capable of remedy, the Authority has the right to immediately terminate the Contract;

(iv) there is a change of control (within the meaning of section 450 of the Corporation Tax Act 2010) of the Supplier which isn't pre-approved by the Authority in writing;

(v) if the Authority discovers that the Supplier was in one of the situations in 57 (1) or 57(2) of the Regulations at the time the Contract was awarded;

(vi) the Supplier or its affiliates embarrass or bring the Authority into disrepute or diminish the public trust in them;

(vii) where a right to terminate described in clause 27 occurs;

(viii) the Supplier is in material breach of any of its health, safety, and well-being obligations under clause 28.1(a); and

(ix) where, in accordance with clause 33.3, there is or may reasonably be an actual or potential conflict of interest. .

(b) If any of the events in 73(1) (a) to (c) of the Regulations (substantial modification, exclusion of the Supplier, procurement infringement) happen, the Authority has the right to immediately terminate the Contract and clause 11.5(a) to 11.5(g) applies.

### **11.5 What happens if the Contract ends**

Where the Authority terminates the Contract under clause 11.4 or the Supplier terminates the Contract pursuant to clauses 11.3(b) or 11.6 all of the following apply:

- (a) the Supplier is responsible for the Authority's reasonable costs of procuring replacement deliverables for the rest of the Term;
- (b) the Authority's payment obligations under the terminated Contract stop immediately;
- (c) accumulated rights of the Parties are not affected;
- (d) the Supplier must promptly delete or return the Authority Data except where required to retain copies by law;
- (e) the Supplier must promptly return any of the Authority's property provided under the Contract;
- (f) the Supplier must, at no cost to the Authority, give all reasonable assistance to the Authority and any incoming supplier and co-operate fully in the handover and re-procurement;
- (g) the following clauses survive the termination of the Contract: 3.3, 7.2, 7.3, 7.4, 9, 10, 12, 13.3, 14, 15, 16, 17, 18, 19, 20, 32, 35, 36 and any clauses or provisions within the Order Form or the Annexes which are expressly or by implication intended to continue; and
- (h) any early termination of this Contract will not affect the Supplier's ownership of the IPRs in the PAS or the Supplier's rights to revise the PAS.

#### **11.6 When the Supplier can end the Contract**

- (a) The Supplier can issue a reminder notice if the Authority does not pay an undisputed invoice on time. The Supplier can terminate the Contract if the Authority fails to pay an undisputed invoiced sum due and worth over 10% of the total Contract value or £1,000, whichever is the lower, within 30 days of the date of the reminder notice. The Supplier shall be entitled to charge interest on the overdue amount at a rate of 2% above the base rate of the Bank of England from time to time in force from the date on which such amount fell due until payment (whether before or after judgment).
- (b) If a Supplier terminates the Contract under clause 11.6(a) or 11.6(c):
  - (i) the Authority must promptly pay all outstanding charges incurred to the Supplier;
  - (ii) the Authority must pay the Supplier reasonable committed and unavoidable losses as long as the Supplier provides a fully itemised and costed schedule with reasonably satisfactory evidence - the maximum value of this payment is limited to the total sum payable to the Supplier if the Contract had not been terminated;
  - (iii) clauses 11.5(d) to 11.5(h) apply.

(c) the Authority is in breach of any material obligation of this Contract.

## **11.7 Partially ending and suspending the Contract**

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

(b) The Authority can only partially terminate or suspend the Contract if the remaining parts of it can still be used to effectively deliver the intended purpose.

(c) The Parties must agree (in accordance with clause 25) any necessary variation required by clause 11.7, but the Supplier may not unreasonably reject the variation.

(d) The Authority can still use other rights available, or subsequently available to it if it acts on its rights under clause 11.7.

## **12. How much you can be held responsible for**

12.1 Each Party's total aggregate liability under or in connection with the Contract (including under any indemnity) (whether in tort, contract or otherwise) is no more than 3 times the value of the Charges.

12.2 No Party is liable to the other for:

(a) any indirect losses;

(b) loss of profits, turnover, savings, business opportunities or damage to goodwill (in each case whether direct or indirect),

whether such liability arises in contract, tort (including negligence) or otherwise and in each case loss of any kind whatsoever and howsoever caused.

12.3 In spite of clause 12.1, neither Party limits or excludes any of the following:

(a) its liability for death or personal injury caused by its negligence, or that of its employees, agents or subcontractors;

(b) its liability for bribery or fraud or fraudulent misrepresentation by it or its employees;

(c) any liability that cannot be excluded or limited by law.

12.4 Not applicable

12.5 Each Party must use all reasonable endeavours to mitigate any loss or damage which it suffers under or in connection with the Contract, including where the loss or damage is covered by any indemnity.

12.6 If more than one Supplier is party to the Contract, each Supplier Party is fully responsible for both their own liabilities and the liabilities of the other Suppliers.

## 13. Obeying the law

13.1 The Supplier must, in connection with provision of the Deliverables:

- (a) comply with all applicable Law;
- (b) comply with the Sustainability Requirements
- (c) use reasonable endeavours to comply and procure that its subcontractors comply with the Supplier Code of Conduct appearing at:

[https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment\\_data/file/779660/20190220-Supplier\\_Code\\_of\\_Conduct.pdf](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/779660/20190220-Supplier_Code_of_Conduct.pdf)

13.2 The Sustainability Requirements and the requirements set out in Clause 27, 28 and 30 must be explained to the Supplier's Staff, subcontractors and suppliers who are involved in the performance of the Supplier's obligations under the Contract and where it is relevant to their role.

13.3 The Supplier indemnifies the Authority against all losses, damages, costs, or expenses (including professional fees and fines) resulting from any default by the Supplier relating to any applicable Law to do with the Contract.

13.4 The Supplier confirms it has a Compliance Officer who must be responsible for ensuring that the Supplier complies with the Law.

13.5 "Compliance Officer" means the person(s) appointed by the Supplier who is responsible for ensuring that the Supplier complies with its legal and other obligations.

13.6 The Supplier will provide such evidence of compliance with its obligations under this Clause 13 as the Authority reasonably requests.

## 14. Insurance

14.1 The Supplier must, at its own cost, obtain and maintain the required insurances as set out in the Order Form.

14.2 The Supplier will provide evidence of the required insurances on request from the Authority.

## 15. Data protection

The Parties warrant that for the purposes of the Agreement each Party will comply with the provisions of the Data Protection Legislation.

## 16. What you must keep confidential

16.1 Each Party must:

- (a) keep all Confidential Information it receives confidential and secure;
- (b) not disclose, use or exploit the disclosing Party's Confidential Information without the disclosing Party's prior written consent, except for the purposes anticipated under the Contract;

(c) as soon as practicable notify the disclosing Party if it suspects unauthorised access, copying, use or disclosure of the Confidential Information.

16.2 In spite of clause 16.1, a Party may disclose Confidential Information which it receives from the disclosing Party in any of the following instances:

(a) where disclosure is required by applicable law, permitted in respect of an audit pursuant to clause 7.3, or by a court with the relevant jurisdiction if the recipient Party notifies the disclosing Party of the full circumstances, the affected Confidential Information and extent of the disclosure;

(b) if the recipient Party already had the information without obligation of confidentiality before it was disclosed by the disclosing Party;

(c) if the information was given to it by a third party without obligation of confidentiality;

(d) if the information was in the public domain at the time of the disclosure;

(e) if the information was independently developed without access to the disclosing Party's Confidential Information;

(f) to its auditors or for the purposes of regulatory requirements;

(g) on a confidential basis, to its professional advisers on a need-to-know basis;

(h) to the Serious Fraud Office where the recipient Party has reasonable grounds to believe that the disclosing Party is involved in activity that may be a criminal offence under the Bribery Act 2010;

(i) in order to comply with PAS 0.

16.3 The Supplier may disclose Confidential Information on a confidential basis to Supplier Staff on a need-to-know basis to allow the Supplier to meet its obligations under the Contract. The Supplier Staff must enter into a direct confidentiality agreement with the Authority at its request.

16.4 The Authority may disclose Confidential Information in any of the following cases:

(a) on a confidential basis to the employees, agents, consultants, and contractors of the Authority;

(b) on a confidential basis to any other Central Government Body, any successor body to a Central Government Body or any organisation that the Authority transfers or proposes to transfer all or any part of its business to;

(c) if the Authority (acting reasonably) considers disclosure necessary or appropriate to carry out its public functions;

(d) where requested by Parliament; and/or

(e) under clauses 5.7 and 17.

16.5 For the purposes of clauses 16.2 to 16.4 references to disclosure on a confidential basis means disclosure under a confidentiality agreement or arrangement including terms as strict as those required in clause 16.

16.6 Information which is exempt from disclosure by clause 17 is not Confidential Information.

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

16.8 Where essential to comply with or carry out their statutory functions the Authority may disclose Confidential Information.

## **17. When you can share information**

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

17.2 Within the required timescales the Supplier must give the Authority full co-operation and information needed so the Authority can:

- (a) comply with any Freedom of Information Act (FOIA) request;
- (b) comply with any Environmental Information Regulations (EIR) request.

17.3 The Authority may talk to the Supplier to help it decide whether to publish information under clause 17. However, the extent, content and format of the disclosure is the Authority's decision, which does not need to be reasonable, but the Authority will not publish any Confidential Information without giving as much prior written notice as is reasonable and practicable to the Supplier in the circumstances.

## **18. Invalid parts of the contract**

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

## **19. No other terms apply**

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

## **20. Other people's rights in a contract**

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

## 21. Circumstances beyond your control

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

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

21.2 Either party can partially or fully terminate the Contract if the provision of the Deliverables is materially affected by a Force Majeure Event and the impact of such event lasts for 90 days continuously.

21.3 Where a Party terminates under clause 21.2:

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

## 22. Relationships created by the contract

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

## 23. Giving up contract rights

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

## 24. Transferring responsibilities

24.1 Subject to clause 24.6, the Supplier cannot assign the Contract, or any rights under it, without the Authority's written consent.

24.2 The Authority can assign, novate or transfer its Contract or any part of it to any Crown Body, any contracting authority within the meaning of the Regulations or any private sector body which performs the functions of the Authority.

24.3 When the Authority uses its rights under clause 24.2 the Supplier must enter into a novation agreement in the form that the Authority specifies.

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

24.5 If the Authority asks the Supplier for details about its Business Development Manager and its Editorial Project Manager, or the Technical Author, the Supplier must provide such details as the Authority reasonably requests including, without limitation:

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



24.6 The Supplier may assign its rights under the Contract to any other company within its group of companies upon receipt of prior written approval from the Authority (not to be unreasonably withheld or delayed).

## **25. Changing the contract**

25.1 Either Party can request a variation to the Contract which is only effective if agreed in writing and signed by both Parties. No oral modifications to the Contract shall be effective. The Authority is not required to accept a variation request made by the Supplier.

## **26. How to communicate about the contract**

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

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

26.3 This clause does not apply to the service of legal proceedings or any documents in any legal action, arbitration, or dispute resolution and no notice in relation to this clause 26.3 will be accepted by email.

## **27. Preventing fraud, bribery and corruption**

27.1 The Supplier shall not:

- (a) commit any criminal offence referred to in the Regulations 57(1) and 57(2);
- (b) offer, give, or agree to give anything, to any person (whether working for or engaged by the Authority or any other public body) an inducement or reward for doing, refraining from doing, or for having done or refrained from doing, any act in relation to the obtaining or execution of the Contract or any other public function or for showing or refraining from showing favour or disfavour to any person in relation to the Contract or any other public function.

27.2 The Supplier shall take all reasonable steps (including creating, maintaining and enforcing adequate policies, procedures and records), in accordance with good industry practice, to prevent any matters referred to in clause 27.1 and any fraud by the Supplier, Supplier Staff (including its shareholders, members and directors), any subcontractor and the Supplier's supply chain in connection with the Contract. The Supplier shall notify the Authority as soon as practicable if it has reason to suspect that any such matters have occurred or is occurring or is likely to occur.

27.3 If the Supplier or the Supplier Staff engages in conduct prohibited by clause 27.1 or commits fraud in relation to the Contract or any other contract with the Crown (including the Authority) the Authority may:

- (a) terminate the Contract and recover from the Supplier the amount of any loss suffered by the Authority resulting from the termination, including the cost reasonably incurred by the Authority of making other arrangements for the supply

of the Deliverables and any additional expenditure incurred by the Authority throughout the remainder of the Contract; or

(b) recover in full from the Supplier any other loss sustained by the Authority in consequence of any breach of this clause.

## 28. Health, safety and wellbeing

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

- (a) all applicable Law regarding health and safety;
- (b) the Authority's current health and safety policy and procedures while at the Authority's premises, as provided to the Supplier.
- (c) the Authority's current wellbeing policy or requirements while at the Authority's premises as provided to the Supplier.

28.2 Not applicable

28.3 Not applicable.

28.4 Not applicable.

28.5 The Supplier shall not assign any role to the Authority under the Construction (Design and Management) Regulations 2015 (as amended) (the 'CDM Regulations') without the Authority's prior express written consent (which may be granted or withheld at the Authority's absolute discretion). For the avoidance of doubt so far as the Authority may fall within the role of client as defined by the CDM Regulations in accordance with CDM Regulation 4(8) the parties agree that the Supplier will be the client.

## 29. Business Continuity Not Applicable

## 30. Whistleblowing

30.1 The Authority's whistleblowing helpline must be made available to the Supplier and Supplier Staff, subcontractors and key suppliers in the supply chain in order to report any concerns.

30.2 The Supplier agrees that the subcontractors will have free access to the Authority's whistleblowing policy.

## 31. Tax

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

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

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

31.3 Not applicable

## **32. Publicity**

32.1 The Supplier and any subcontractor shall not make any press announcements or publicise this Contract or its contents in any way; without the prior written consent of the Authority.

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

## **33. Conflict of interest**

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

33.2 The Supplier must promptly notify and provide details to the Authority if a conflict of interest happens or is expected to happen.

33.3 The Authority can terminate its Contract immediately by giving notice in writing to the Supplier or take any steps it thinks are necessary where there is or may reasonably be an actual or potential conflict of interest.

## **34. Reporting a breach of the contract**

34.1 As soon as practicable after the Supplier and Supplier Staff become aware of it, they must report to the Authority any actual or suspected breach of Law or breach of its obligations under the Contract.

34.2 Where an actual or suspected breach is notified to the Authority under clause 34.1, the Supplier will take such action to remedy any breach as the Authority may reasonably require. Where the breach is material, the Authority has the right to terminate under clause 11.4.

34.3 The Supplier must not retaliate against any of the Supplier Staff who in good faith reports a breach listed in clause 34.1.

## 35. Resolving disputes

35.1 If there is a dispute between the Parties, their senior representatives who have authority to settle the dispute will, within 28 days of a written request from the other Party, meet in good faith to resolve the dispute.

35.2 If the dispute is not resolved at that meeting, the Parties can attempt to settle it by mediation using the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure current at the time of the dispute. If the Parties cannot agree on a mediator, the mediator will be nominated by CEDR. If either Party does not wish to use, or continue to use mediation, or mediation does not resolve the dispute, the dispute must be resolved using clauses 35.3 to 35.5. Such mediation shall not be a condition precedent to the commencement of any court proceedings or arbitration, and either Party may issue and commence court proceedings, or agree to arbitrate, prior to or contemporaneously with the commencement of mediation.

35.3 Unless the Parties agree to refer any dispute to arbitration using clause 35.4, the Parties irrevocably agree that the courts of England and Wales have the exclusive jurisdiction to:

- (a) determine the dispute;
- (b) grant interim remedies;
- (c) grant any other provisional or protective relief.

35.4 The Supplier agrees that the Authority has the exclusive right to refer any dispute to be finally resolved by arbitration under the London Court of International Arbitration Rules current at the time of the dispute. There will be only one arbitrator. The seat or legal place of the arbitration will be London and the proceedings will be in English.

35.5 The Authority has the right to refer a dispute to arbitration even if the Supplier has started or has attempted to start court proceedings under clause 35.3, unless the Authority has agreed to the court proceedings or participated in them. Even if court proceedings have started, the Parties must do everything necessary to ensure that the court proceedings are stayed in favour of any arbitration proceedings if they are started under clause 35.4.

35.6 The Supplier cannot suspend the performance of the Contract during any dispute.

35.7 The provisions of this clause 35 are without prejudice to the Parties' right to terminate or suspend the Contract under clause 11.

## 36. Which law applies

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

36.2 The courts of England and Wales shall have jurisdiction to settle any dispute or claim (whether contractual or non-contractual) that arises out of or in connection with the Contract or its subject matter or formation.

