



Department for
Business & Trade

Old Admiralty Building, London, SW1A 2BL

attn: [REDACTED]

Data Edge Analytics

Saffery Champness LLP
4th Floor St Catherine's Court
Berkeley Place
Clifton
Bristol BS8 1BQ

Attn: [REDACTED]

By email to: [REDACTED]

Date: 27th October 2023

Our ref: **PR 2874**

Dear Sirs,

Supply of The Analysis And Visualisation of GSCIP Knowledge Graph Data

Following your proposal for the supply of **The Analysis and Visualisation of GSCIP Knowledge Graph Data** to the **Department for Business and Trade**, we are pleased confirm our intention to award this Contract to you.

The attached **Order Form**, terms and conditions (Conditions) [and the [Schedules]] set out the terms of the contract between you and the **Department for Business and Trade** for the provision of the Deliverables set out in the Order Form (the Contract).

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 electronically signing the Order Form via DocuSign within **7** days from the date of this Order Form. 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 which will create a binding contract between us.

Yours faithfully,

[REDACTED]

Order Form

1. Contract Reference	CR_3199	
0. Date	27/10/2023	
1. Buyer	The Secretary of State for Business & Trade, Old Admiralty Building, Admiralty Place, London, SW1A 2DY, United Kingdom	
2. Supplier	Data-Edge Analytics Saffery Champness LLP 4th Floor St Catherine's Court Berkeley Place Clifton Bristol BS8 1BQ Company Number 12460298	
3. The Contract	<p>The Supplier shall supply the Deliverables described below on the terms set out in this Order Form and the attached Conditions and Schedules.</p> <p>Unless the context otherwise requires, capitalised expressions used in this Order Form have the same meanings as in the Conditions.</p> <p>In the event of any conflict between this Order Form and the Conditions, this Order Form shall prevail.</p> <p>Please do not attach any Supplier terms and conditions to this Order Form as they will not be accepted by the Buyer and may delay conclusion of the Contract.</p>	
4. Deliverables	Goods	None
	Services	<p>As detailed in the Specification Schedule 1. The requirements cover the following key areas:</p> <ul style="list-style-type: none"> • Workshops / Engagement • Visualisations • Training materials • Technical Documentation <p>To be performed at the Buyer's premises,</p> <p>Department for Business & Trade, Old Admiralty Building, Admiralty Place, London, SW1A 2DY,</p>

7. Specification	The specification of the Deliverables is as set out in Schedule 1 (Specification).	
8. Term	<p>The Term shall commence on 27th October 2023</p> <p>and the Expiry Date shall be 26th April 2024</p> <p>unless it is otherwise extended or terminated in accordance with the terms and conditions of the Contract.</p> <p>The Buyer may extend the Contract for a period of up to 3 months by giving not less than 10 Working Days' notice in writing to the Supplier prior to the Expiry Date. The terms and conditions of the Contract shall apply throughout any such extended period.</p>	
9. Charges	The Charges for the Deliverables shall be as set out in Schedule 2.	
0. Reimbursable Expenses	None	
10. Payment	<p>Payment of undisputed invoices will be made within 30 days of receipt of invoice, which must be submitted promptly by the Supplier.</p> <p>All invoices must be sent, quoting a valid purchase order number (PO Number), to:</p> <p>Department for Business and Trade c/o UKSBS Queensway House West Precinct Billingham TS23 2NF Email: [REDACTED]</p> <p>Within 10 Working Days of receipt of "the countersigned copy of this Order Form, the Buyer will send the Supplier a unique PO Number. The Supplier 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 the requirements under clause 5.4 of the Conditions and that it includes a valid PO Number, PO Number item number (if applicable) and the details (name and telephone number) of your Buyer contact (i.e. Contract Manager). 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 our Accounts Payable section either by email to:</p>	

	<div></div> <p>between 09:00-17:00 Monday to Friday.</p>																										
12. Buyer Authorised Representative(s)	<p>For general liaison your contact will continue to be</p> <div></div> <p>Tel: <div></div></p> <p>Email: <div></div></p>																										
13. Address notices for	<table border="0"> <tr> <td>Buyer:</td><td>Supplier:</td></tr> <tr> <td>Department for Business and Trade</td><td>Data-Edge Analytics</td></tr> <tr> <td>Old Admiralty Building, London, SW1A 2BL</td><td>Saffery Champness LLP</td></tr> <tr> <td></td><td>4th Floor St Catherine's Court</td></tr> <tr> <td>Attention: <div></div></td><td>Berkeley Place</td></tr> <tr> <td></td><td>Clifton</td></tr> <tr> <td></td><td>Bristol BS8 1BQ</td></tr> <tr> <td>Email: <div></div></td><td>Attention: <div></div></td></tr> <tr> <td></td><td>Email: <div></div></td></tr> <tr> <td></td><td><div></div></td></tr> </table>	Buyer:	Supplier:	Department for Business and Trade	Data-Edge Analytics	Old Admiralty Building, London, SW1A 2BL	Saffery Champness LLP		4th Floor St Catherine's Court	Attention: <div></div>	Berkeley Place		Clifton		Bristol BS8 1BQ	Email: <div></div>	Attention: <div></div>		Email: <div></div>		<div></div>						
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11. Key Subcontractors	Not Applicable																										
15. Procedures and Policies	For the purposes of the Contract the Buyer's Security Policy																										

	<p>For the purposes of the Contract, the Supplier shall comply with the requirements detailed in Schedule 9</p> <p>For the purposes of the Contract the minimum Staff Vetting Procedure shall be the Baseline Personnel Security Standard and [REDACTED]</p> <p>The Buyer may require the Supplier to ensure that any person employed in the delivery of the Deliverables has undertaken a Disclosure and Barring Service check.</p> <p>The Supplier shall ensure that no person who discloses that he/she has a conviction that is relevant to the nature of the Contract, relevant to the work of the Buyer, or is of a type otherwise advised by the Buyer (each such conviction a "Relevant Conviction"), or is found by the Supplier to have a Relevant Conviction (whether as a result of a police check, a Disclosure and Barring Service check or otherwise) is employed or engaged in the provision of any part of the Deliverables.</p>
17. Agreed Variations/	Not Applicable.
18. Supplemental Terms	<p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>
19. Commercially Sensitive Information	Not applicable
20. Progress Reporting	The Supplier shall attend progress meetings with the Buyer and provide the Buyer with a progress upon request by the Buyer

Execution of the Contract is carried out in accordance with the Electronic Communications Act 2000 and the Electronic Identification and Trust Services for Electronic Transactions (Amendment etc.) (EU Exit) Regulations 2019 (SI 2019/89) (the UK eIDAS Regulation).

Unless agreed otherwise by the Buyer, each Party agrees to sign this Order Form by electronic signature using DocuSign and agree that this method of signature is as conclusive of their intention to be bound by this Order Form and the Contract as if signed by each Party's manuscript signature.

Signed for and on behalf of the Supplier		Signed for and on behalf of the Buyer	
Name: [REDACTED]		Name: [REDACTED]	
Job title [REDACTED]		Job title [REDACTED]	
Date: 30/10/2023		Date: 30/10/2023	
Signature: [REDACTED]		Signature: [REDACTED]	

Short Form Conditions

1. DEFINITIONS USED IN THE CONTRACT

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

- “ Auditor”** means:
- a) the Buyer’s internal and external auditors;
 - b) the Buyer’s statutory or regulatory auditors;
 - c) the comptroller and auditor general, their staff and/or any appointed representatives of the National Audit Office;
 - d) HM Treasury or the Cabinet Office;
 - e) any party formally appointed by the Buyer to carry out audit or similar review functions; and
 - f) successors or assigns of any of the above;
- “ Buyer”** means the person identified in the Order Form;
- “ Buyer Cause”** means any breach of the obligations of the Buyer or any other default, act, omission, negligence or statement of the Buyer, of its employees, servants, or agents in connection with or in relation to the subject-matter of the Contract and in respect of which the Buyer is liable to the Supplier;
- “ Buyer Existing IPR”** means any and all intellectual property rights that are owned by or licensed to the Buyer and which have been developed independently of the Contract (whether prior to the date of the Contract or otherwise);
- “ Central Government Body”** means a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics:
- a) Government Department;
 - b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal);
 - c) Non-Ministerial Department; or
 - d) Executive Agency;
- “ Charges”** means the charges for the Deliverables as specified in the Order Form;

“ Commercially Sensitive Information”	<p>means the Confidential Information listed in the Order Form comprising of the Supplier’s commercially sensitive information relating to:</p> <ul style="list-style-type: none"> a) the pricing of the Services; b) details of the Supplier’s IPR; c) the Supplier’s business and investment plans; and/or d) the Supplier’s trade secrets; <p>which the Supplier has indicated, if disclosed by the Buyer, would cause the Supplier significant commercial disadvantage or material financial loss;</p>
“ Compliance Officer”	means the person(s) appointed by the Supplier who is responsible for ensuring that the Supplier complies with its legal obligations;
“ Confidential Information”	means all information, whether written or oral (however recorded), provided by the disclosing Party to the receiving Party and which (i) is known by the receiving Party to be confidential; (ii) is marked as or stated to be confidential; or (iii) ought reasonably to be considered by the receiving Party to be confidential;
“ Conditions”	means these terms and conditions and includes the Schedules;
“ Contract”	means the contract between (i) the Buyer and (ii) the Supplier which is created by the Supplier counter signing the Order Form and includes the Order Form, Short Form Conditions and Schedules;
“ Contracts Finder”	means the Government’s publishing portal for public sector procurement opportunities;
“ Controller”	has the meaning given to it in the UK GDPR;
“ Crown Body”	means the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Government and the National Assembly for Wales), including, but not limited to, government ministers and government departments and particular bodies, persons, commissions or agencies from time to time carrying out functions on its behalf;
“ Data Protection Impact Assessment”	means an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data;

“ Data Protection Legislation” means: (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 Loss Event” means any event that results, or may result, in unauthorised access to Personal Data held by the Supplier under the Contract, and/or actual or potential loss and/or destruction of Personal Data in breach of the Contract, including any Personal Data Breach;

“ Data Subject” has the meaning given to it in the UK GDPR;

“ Data Subject Access Request” means 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 the date by which the Deliverables must be delivered to the Buyer, as specified in the Order Form;

“Deliver” means the hand over of the Deliverables to the Buyer at the address and on the date specified in the Order Form, which shall include unloading and any other specific arrangements agreed between the Parties. Delivery is completed once the Deliverables are unloaded. **“ Delivered”, “ Deliveries” and “ Delivery”** shall be construed accordingly;

“ Deliverables” means the Goods and/or Services supplied under the Contract as set out in the Order Form;

“ DocuSign” means the e-signature software nominated by the Buyer for execution of the Contract;

“ DV Contract” means the Data Visualisation Contract between the Buyer and Graphistry Inc dated 01 July 2023 as attached in Schedule 7 to this Contract;

“EIR” means the Environmental Information Regulations 2004;

“ 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’s Office or relevant Government department in relation to such legislation;
“ Force Majeure Event ”	means any reasonably unforeseeable 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’s 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 or delay caused by a lack of funds;
“ Goods ”	means the goods to be supplied by the Supplier to the Buyer under the Contract;
“ Good Industry Practice ”	means 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;
“ Government Data ”	means: <ul style="list-style-type: none"> a) the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, including any of the Buyer’s Confidential Information, and which: i) are supplied to the Supplier by or on behalf of the Buyer; or ii) the Supplier is required to generate, process, store or transmit pursuant to the Contract; or b) any Personal Data for which the Buyer is the Controller;
“ Information ”	has the meaning given under section 84 of the FOIA;
“ Information Commissioner’s Office ”	means the UK’s independent authority which upholds information rights in the public interest, promoting openness by public bodies and data privacy for individuals;
“ Insolvency Event ”	means: <ul style="list-style-type: none"> (a) in respect of a person, if that person is insolvent or becomes subject to a bankruptcy petition or enters into any

form of arrangement with their creditors; and

(b) in respect of a company or partnership,

- i) if an order is made or a resolution is passed for the winding up of the company or partnership (other than voluntarily for the purpose of solvent amalgamation or reconstruction);
- ii) if an administrator or administrative receiver is appointed in respect of the whole or any part of the assets or business;
- iii) if the business makes any composition 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;

“IPR”

means all intellectual property rights (whether registered or not) in any jurisdiction including but not limited to copyrights, moral rights, related rights, patents, utility models, trademarks, trade names, service marks, registered designs, design rights, rights in computer software, database rights, rights in undisclosed or confidential information such as know-how, trade secrets and inventions (whether patentable or not);

“IR35”

means the off-payroll rules requiring individuals who work through their company pay the same tax and National Insurance contributions as an employee which can be found online at: <https://www.gov.uk/guidance/ir35-find-out-if-it-applies>;

“ Jaggaer”

means the Buyer’s nominated e-procurement system;

“ Key Personnel” means any persons specified as such in the Order Form or otherwise notified as such by the Buyer to the Supplier in writing;

means any Subcontractor:

“ Key

Subcontractor”

- a) which is relied upon to deliver any work package within the Deliverables in their entirety; and/or
- b) which, in the opinion of the Buyer, performs (or would perform if appointed) a critical role in the provision of all or any part of the Deliverables; and/or
- c) with a sub-contract with a contract value which at the time of appointment exceeds (or would exceed if appointed) 10% of the aggregate Charges forecast to be payable under the Contract,

and the Supplier shall list all such Key Subcontractors in paragraph 15 of the Order Form;

“Law”	means any law, statute, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of Section 4(1) of the EU Withdrawal Act 2018 as amended by the 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 Supplier is bound to comply;
“Losses”	all losses, liabilities, damages, costs, expenses (including legal fees), disbursements, costs of investigation, litigation, settlement, judgment, interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise and “ Loss ” shall be interpreted accordingly;
“ Modern Slavery Action Plan”	means a detailed remedial and/or mitigation plan submitted by the Supplier and agreed by the Buyer, which sets out the action the Supplier will take, during the Term, to remedy and/or mitigate any modern slavery issues;
“ New IPR”	means all intellectual property rights in any materials created or developed by or on behalf of the Supplier pursuant to the Contract that does not include the Supplier’s Existing IPR;
“ Order Form”	means the Order Form provided by the Buyer to the Supplier printed above these Conditions;
“ Party”	means the Supplier or the Buyer (as appropriate) and “ Parties ” shall mean both of them;
“ 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;
“ Processor”	has the meaning given to it in the UK GDPR;
“ Prohibited Act”	means: <ul style="list-style-type: none"> a) to directly or indirectly offer, promise or give any person working for or engaged by the Buyer or any other public body a financial or other advantage to: <ul style="list-style-type: none"> i) induce that person to perform improperly a relevant function or activity; or ii) reward that person for improper performance of a relevant function or activity; b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with the Contract; or c) committing any offence: <ul style="list-style-type: none"> i) under the Bribery Act 2010 (or any legislation

- repealed or revoked by such Act); or
- ii) under legislation or common Law concerning fraudulent acts; or
 - iii) defrauding, attempting to defraud or conspiring to defraud the Buyer or other public body; or
- 8) any activity, practice or conduct which would constitute one of the offences listed under © above if such activity, practice or conduct had been carried out in the UK;

“ Protective Measures”

means appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the measures adopted by the Supplier

“ Publishable Performance Information”

means the key performance indicators used by the Buyer to measure the Supplier’s performance of the Services during the Term which the Buyer may publish in accordance with clause 18.2;

“ Purchase Order Number”

means the Buyer’s unique number relating to the order for Deliverables to be supplied by the Supplier to the Buyer in accordance with the terms of the Contract;

“ Regulations”

means the Public Contracts Regulations 2015 and/or the Public Contracts (Scotland) Regulations 2015 (as the context requires) as amended from time to time;

“ Reimbursable Expenses”

means the reasonable out-of-pocket travel and subsistence (for example, hotel and food) expenses, properly and necessarily incurred in the performance of the Services, calculated at the rates and in accordance with the Buyer’s travel and subsistence policy set out at Schedule 4, as updated and notified to the Supplier from time to time, but not including:

- (a) travel expenses incurred as a result of the Supplier Staff travelling to and from their usual place of work, or to and from the premises at which the Services are principally to be performed, unless the Buyer otherwise agrees in advance in writing; and
- (b) subsistence expenses incurred by the Supplier Staff whilst performing the Services at their usual place of work, or the premises at which the Services are principally to be performed;

“ Required Insurances”	the insurances required by Schedule 8 (Insurance Requirements);
“ Request Information”	for 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);
“ Security Policy”	means the Buyer’s security policy, referred to in paragraph 16 of the Order Form, in force as at the Start Date (a copy of which has been supplied to the Supplier), as updated from time to time by the Buyer and notified to the Supplier;
“ Services”	means the services to be supplied by the Supplier to the Buyer under the Contract;
“ SME”	means any business with fewer than 250 employees and either an annual turnover below £45m or a total balance sheet less than £40m”. It might be worth updating this definition so that they align across DBT’s template documents;;
“ SME Management Information Reports”	has the meaning set out in clause 26.5;
“ Specification”	means the specification for the Deliverables to be supplied by the Supplier to the Buyer (including as to quantity, description and quality) as specified in the [Schedule 1 (Specification)] ;
“ Staff Vetting Procedures”	means vetting procedures that accord with Good Industry Practice or, where applicable, the Buyer’s procedures for the vetting of personnel as provided to the Supplier from time to time;
“ Start Date”	means the date specified in paragraph 8 of the Order Form;
“ Storage Media”	means the part of any device that is capable of storing and retrieving data;
“ Subprocessor”	means any third party appointed to process Personal Data on behalf of the Supplier related to the Contract;
“ Sub-Contractor”	means any third party engaged by the Supplier in relation to the provision of the Deliverables under the Contract;
“ Supplier Staff”	means all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any Sub-Contractor engaged in the performance of the Supplier’s obligations under the Contract;

“Supplier Existing IPR”	means any intellectual property rights that are owned or licensed to the Supplier, and which have been developed independently of the Contract (whether prior to the date of the Contract or otherwise);
“Supplier”	means the person named as Supplier in the Order Form;
“Supply Chain Map”	means details of the supply chain for the Deliverables, as set out in the Specification, which may include: <ul style="list-style-type: none"> (a) The name, registered office and company registration number of each entity of the Supplier and all known Sub-contractor(s); (b) The function of each entity in the supply of the Deliverables; and (c) The location of any premises at which an entity in the supply chain carries out a function in the supply of the Deliverables;
“Term”	means the period from the Start Date set out in the Order Form to the Expiry Date as such period may be extended in accordance with clause 11.2 or terminated in accordance with the terms and conditions of the Contract;
“Third Party IPR”	means for the purposes of this definition, the “ Supplier Background IPR”, the “Third Party IPR” and the “ Project Specific IPR” as those terms are defined in the DV Contract;
“Transparency Information”	has the meaning set out in clause 18.1 of the Contract;
“ UK GDPR”	means the retained EU law version of the General Data Protection Regulation (Regulation (EU) 2016/679) as transposed into UK Law by the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019;
“VAT”	means value added tax in accordance with the provisions of the Value Added Tax Act 1994;
“Workers”	means any one of the Supplier Staff which the Buyer, in its reasonable opinion, considers is an individual to which

Procurement Policy Note 08/15 (Tax Arrangements of Public Appointees)
(<https://www.gov.uk/government/publications/procurement-policynote-0815-tax-arrangements-of-appointees>) applies in respect of the Deliverables; and

“Working Day” means a day (other than a Saturday or Sunday) on which banks are open for business in the City of London.

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;
- 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 the 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; and
- 2.7 the words “including”, and “for example” and similar words shall be understood as if they were immediately followed by the words “without limitation”.

3. WHEN THE CONTRACT BEGINS

- 3.1 The Order Form is an offer by the Buyer to purchase the Deliverables subject to and in accordance with the terms and conditions of the Contract.
- 3.2 The Supplier is deemed to accept the offer in the Order Form when the Buyer receives a copy of the Order Form signed by the Supplier.
- 3.3 By signing this Contract the Supplier agrees to register on Jaggaer and to communicate with the Buyer during the Term in accordance with clause 28 (How to communicate about the Contract).
- 3.4 The Supplier warrants and represents that its tender and all statements made and documents submitted as part of the procurement of the Deliverables are and remain true and accurate.

4. WHAT NEEDS TO BE DELIVERED AND HOW

4.1 All Deliverables

- (a) The Supplier must provide Deliverables: (i) in accordance with the Specification; (ii) to a competent professional standard; (iii) using reasonable skill and care; (iv) using Good Industry Practice; (v) using its own policies, processes and internal quality control measures as long as they do not conflict with the Contract; (vi) on the dates agreed; and (vii) that comply with all Law.
- (b) The Supplier must provide Deliverables with a warranty of at least 90 days from Delivery against all obvious defects (or longer where the Supplier offers a longer warranty period to its Buyers).

4.2 Goods clauses

- (a) All Goods Delivered must be new, or as new if recycled, unused and of recent origin unless expressly agreed in writing by both Parties.
- (b) All manufacturer warranties covering the Goods must be assignable to the Buyer on request and for free.
- (c) The Supplier transfers ownership of the Goods on completion of Delivery or payment for those Goods, whichever is earlier.
- (d) Risk in the Goods transfers to the Buyer on Delivery, except if the Buyer notices damage following Delivery and informs the Supplier within three Working Days of the Date of Delivery, in which case the Supplier remains responsible. The Supplier is responsible for insuring the Goods until Delivery.
- (e) The Supplier warrants that it has full and unrestricted ownership of the Goods at the time of transfer of ownership.
- (f) The Supplier must Deliver the Goods on the date and to the specified location on the Order Form during the Buyer's working hours, unless otherwise specified on the Order Form.
- (g) The Supplier must provide sufficient packaging for the Goods to reach the point of Delivery safely and undamaged.
- (h) All Deliveries must have a delivery note attached that specifies the order number, type and quantity of Goods. The Buyer may reject the Deliverables if no delivery note is attached.
- (i) The Supplier must provide all such access (including passwords and serial keys), tools, information and instructions the Buyer needs to make use of the Goods.
- (j) The Supplier will notify the Buyer as soon as possible of any request that Goods are returned to it or the manufacturer after the discovery of safety issues or defects that might endanger health or hinder performance and shall indemnify the Buyer against the costs arising as a result of any such request.
- (k) The Buyer can cancel (i) any order or part order of Goods within 14 days of placing the order, or (ii) any order or part order, which has not been Delivered within 14 days of any specified Date of Delivery. If the Buyer cancels an order within 14 days' notice of placing it or within 14 days of the specified Date of Delivery, then it will pay the Supplier's reasonable and proven costs already incurred on the cancelled order as long as the Supplier takes all reasonable steps to mitigate its costs.

The Supplier must, at its own cost, repair, replace, refund or substitute (at the Buyer's option and request) any Goods that the Buyer rejects because they don't conform with any part of this clause 4.2. If the Supplier doesn't do this it will indemnify the Buyer for its costs of repair or re-supply by a third party.

- (m) The Buyer will not be liable for any actions, claims, costs and expenses incurred by the Supplier or any third party during Delivery of the Goods unless and to the extent that it is caused by negligence or some other wrongful act of the Buyer or its servants or agents. If the Buyer suffers or incurs any damage or injury (whether fatal or otherwise) occurring in the course of Delivery or installation then the Supplier shall indemnify the Buyer from any losses, charges, costs or expenses which arise as a result of or in connection with such damage or injury where it is attributable to any act or omission of the Supplier or any of its Supplier Staff.

4.3 Services clauses

- (a) Late Delivery of the Services will be a default of the Contract.
- (b) The Supplier must cooperate with the Buyer and third-party suppliers on all aspects connected with the Delivery of the Services and ensure that Supplier Staff comply with any reasonable instructions of the Buyer or its third-party suppliers including the Security Policy set out in the Order Form and other any security or health and safety requirements.
- (c) Where applicable, the Buyer must provide the Supplier with reasonable access to its premises at reasonable times 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 except where the Buyer and the Supplier agree otherwise. Any equipment provided by the Buyer to the Supplier for supplying the Services remains the property of the Buyer and is to be returned to the Buyer on expiry or termination of the Contract.
- (e) The Supplier must allocate sufficient resources and appropriate expertise to the Contract.
- (f) The Supplier must take all reasonable care to ensure performance does not disrupt the Buyer's operations, employees or other contractors.
- (g) On completion of the Services, the Supplier is responsible for leaving the Buyer's premises in a clean, safe and tidy condition and making good any damage that it has caused to the Buyer's premises or property, other than fair wear and tear.
- (h) The Supplier must ensure all Services, and all equipment used to supply the Services, are well maintained, of good quality and free from defects.
- (i) Without prejudice to any other rights and remedies under the Contract, the Buyer is entitled to withhold payment for partially Delivered or undelivered Services.

5. PRICING AND PAYMENTS

- 5.1 In exchange for the Deliverables, the Supplier shall be entitled to invoice the Buyer for the Charges in the Order Form. The Supplier shall raise invoices promptly and in any event within 90 days of the Services being Delivered.
- 5.2 All Charges:
 - (a) exclude VAT, which is payable on provision of a valid VAT invoice;

(b) include all costs connected with the supply of Deliverables.

5.3 The Buyer must pay the Supplier the Charges within 30 days of receipt by the Buyer of a valid, undisputed invoice, in cleared funds to the Supplier's account details stated in on the invoice.

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 Buyer; and
- (b) includes a detailed breakdown of Deliverables which have been Delivered (if any).

5.5 Unless otherwise agreed in writing by the Buyer, the Charges shall include every cost and expense of the Supplier directly or indirectly incurred in connection with the performance of the Deliverables. The Supplier accepts that under the Contract only Reimbursable Expenses are recoverable. Reimbursable Expenses may only be recovered where:

- (a) Paragraph 10 of the Order Form states that recovery is permitted;
- (b) the Reimbursable Expenses incurred by the Supplier in the performance of the Contract are in accordance with the Buyer's Travel and Subsistence Policy set out in Schedule 4; and
- (c) the Reimbursable Expenses are supported by supporting documentation in accordance with Schedule 4.

5.6 If there is a dispute between the Parties as to the amount invoiced, the Buyer shall pay the undisputed amount within the agreed timeframe. 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. The Parties shall attempt to resolve any conflict relating to disputed amounts through the dispute resolution procedure detailed in clause 36.

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

5.8 The Supplier must ensure that all Sub-contractors are paid in full within 30 days of receipt of a valid, undisputed invoice. If this doesn't happen, the Buyer can publish the details of the late payment or non-payment by the Supplier to its Sub-contractors.

6. THE BUYER'S OBLIGATIONS TO THE SUPPLIER

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

- (a) the Buyer cannot terminate the Contract under clause 11;
- (b) the Supplier is entitled to reasonable and proven additional expenses and to relief from liability under the Contract;
- (c) the Supplier is entitled to additional time needed to Deliver the Deliverables; and

(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 Buyer within 10 Working Days of becoming aware of a Buyer Cause;
- (b) demonstrates that the failure only happened because of the Buyer Cause; and
- (c) mitigated the impact of the Buyer Cause.

7. RECORD KEEPING AND REPORTING

7.1 The Supplier must ensure that suitably qualified representatives attend progress meetings with the Buyer and provide progress reports when specified in the Order Form.

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

7.3 The Supplier must allow any Auditor appointed by the Buyer reasonable access to their premises during normal office hours to carry out an audit.

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

7.5 The Buyer, acting by itself or through its Auditor, shall have the right during the Term and for a period of 18 months thereafter, to assess compliance by the Supplier and/or its Key Sub-contractors with the Supplier's obligations under the Contract, which shall include, but not be limited to, verifying the accuracy, integrity and content of any financial report, reviewing any books of account and reviewing the internal management accounts kept by the Supplier in connection with the Contract.

7.6 If an audit undertaken pursuant to clause 7.5 identified that:

- (a) the Supplier has failed to perform its obligations under the Contract, the Buyer may (without prejudice to any other rights and remedies the Buyer may have) require the Supplier to prepare a remedial plan for the Buyer's approval. When the Buyer receives a requested remedial plan (or revised remedial plan), it can either (a) reject the remedial plan (or revised remedial plan) giving reasons, or (b) accept the remedial plan (or revised remedial plan) and the Supplier must immediately implement the remedial plan at its own cost, unless agreed otherwise by the Parties; and/or
- (b) the Buyer has overpaid any Charges, the Supplier shall pay the Buyer (i) the amount overpaid within 30 days and (ii) interest on the amount overpaid at the applicable rate under the Late Payment of Commercial Debts (Interest) Act 1998, accruing on a daily basis from the date of overpayment by the Buyer up to the date of repayment by the Supplier.

7.7 Without prejudice to any other rights which the Buyer may have under the Contract, where the remedial plan (or revised remedial plan) is rejected by the

Buyer pursuant to clause 7.6(a), the Buyer may request that the Supplier provides a revised remedial plan within 5 Working Days and the Buyer shall consider the revised remedial plan in accordance with clause 7.6(a).

- 7.8 If the Supplier is not providing any of the Deliverables, or is unable to provide them, it must immediately:
- (a) tell the Buyer and give reasons;
 - (b) propose corrective action; and
 - (c) provide a deadline for completing the corrective action.
- 7.9 If the Supplier or any of its Key Sub-contractors experience, or suspect that it may experience, any financial instability which is likely to have an impact on the Supplier or its Key Sub-contractors' ability to perform the obligations under the Contract, the Supplier shall promptly notify the Buyer in writing of:

- (a) The risk or potential risk of financial instability, and details thereof; and

The steps, if any, the Supplier plans to take to mitigate the risk of financial instability; or

The reasons why, the Supplier believes no steps need to be taken by the Supplier to mitigate the risk of financial instability.

- 7.10 If the Buyer, acting reasonably, is concerned as to the financial stability of the Supplier such that it may impact on the continued performance of the Contract then the Buyer may:
- (a) require that the Supplier provide to the Buyer (for its approval) a plan setting out how the Supplier will ensure continued performance of the Contract (and the Supplier will make changes to such plan as reasonably required by the Buyer) and once it is agreed then the Supplier shall act in accordance with such plan and report to the Buyer on its progress with the plan on demand;
 - (b) if the Supplier fails to provide a plan or fails to agree any changes which are requested by the Buyer or fails to implement or provide updates on progress with the plan, terminate the Contract immediately for material breach (or on another date to be determined by the Buyer).

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 clause 8.2 below; and
 - (c) comply with all conduct requirements when on the Buyer's premises.
- 8.2 The Buyer 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 he/she has a conviction that is relevant to the nature of the Contract, relevant to the work of the Buyer, or is of a type otherwise advised by the Buyer (each such conviction a "**Relevant Conviction**"), or is found by the Supplier to have a

Relevant Conviction (whether as a result of a police check, a Disclosure and Barring Service check or otherwise) is employed or engaged in the provision of any part of the Deliverables.

- 8.3 Where a Buyer decides one of the Supplier Staff is not suitable to work on the Contract, the Supplier must immediately replace them with a suitably qualified alternative. The Buyer will, where possible, but is under no obligation to do so, provide the Supplier with a reason for the change subject to security and confidentiality considerations.
- 8.4 If requested, the Supplier must replace any person whose acts or omissions have caused the Supplier to breach this clause 8.
- 8.5 The Supplier must provide a list of Supplier Staff needing to access the Buyer's premises and say why access is required.
- 8.6 The Supplier indemnifies the Buyer against all claims brought by any person employed by the Supplier caused by any act or omission of the Supplier or any Supplier Staff.
- 8.7 The Supplier shall use the Key Personnel 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 Buyer (approval of the request shall not to be unreasonably withheld or delayed);
 - (b) the person concerned resigns, retires or dies or is on parental leave or long-term sick leave; or
 - (c) the person's employment or contractual arrangement with the Supplier or any Sub-contractor is terminated for material breach of contract.

9. RIGHTS AND PROTECTION

- 9.1 The Supplier warrants and represents that:
 - (a) it has full capacity and relevant authority to enter into and perform the Contract;
 - (b) the Contract has been executed by its authorised representative(s);
 - (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;
 - (g) it is not subject to or at reasonable risk of an Insolvency Event;

- (h) no financial instability has occurred or is subsisting and there are currently no matters that it is aware of, relating to its financial stability, that could have a material adverse effect on its ability to perform the Contract.
 - (i) it has not been convicted of any slavery or human tracking offence anywhere around the world;
 - (j) to the best of its knowledge, it is not currently under investigation, inquiry or enforcement proceedings in relation to any allegation of slavery or human tracking offence anywhere around the world;
- 9.2 The Supplier agrees that 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 Buyer against each of the following:
 - (a) wilful misconduct of the Supplier and/or Supplier Staff that impacts the Contract; and
 - (b) non-payment by the Supplier of any tax or national insurance or other employer-based contributions.
- 9.4 If the Supplier becomes aware of a representation or warranty that becomes untrue or misleading, it must immediately notify the Buyer.
- 9.5 All third-party warranties and indemnities covering the Deliverables must, where possible, be assigned for the Buyer's benefit by the Supplier. Where assignment is not possible, the Supplier agrees to hold the warranties and indemnities on trust for the Buyer.

10. INTELLECTUAL PROPERTY RIGHTS

- 10.1 Each Party keeps ownership of its own Existing IPRs. The Supplier grants the Buyer a non-exclusive, perpetual, royalty-free, irrevocable, transferable sub-licensable worldwide licence to use, change and adapt the Supplier's Existing IPR to enable it and its sub-licensees to both:
 - (a) receive and use the Deliverables; and
 - (b) to the extent required to utilise the New IPR.
- 10.2 The termination or expiry of the Contract does not terminate any licence granted by the Supplier under this clause 10.1.
- 10.3 The Buyer grants the Supplier a perpetual, royalty-free, non-exclusive, non-transferable licence to use the Buyer's Existing IPR solely to the extent necessary for providing the Goods and/or Services in accordance with this Contract.
- 10.4 The Buyer grants the Supplier a perpetual, royalty-free, non-exclusive, non-transferable licence, to use the Third Party IPR for any purpose relating to the Goods and/or Services and at all times in accordance with the terms of the

license specified in clauses 34.2, 34.3 and 34.6 of the DV Contract as if the Supplier were the "Buyer" for the purposes of the DV Contract

10.5 At any time during the Term, the Buyer may terminate a licence granted under clause 10.3 and/or 10.4 by giving twenty (20) days' notice in writing, if the Supplier's actions are a material breach of clause 10.2, which, if the breach is capable of remedy, is not remedied within ten (10) Working Days after the Buyer gives the Customer written notice specifying the breach and requiring its remedy.

10.6 In the event the licence of the Buyer's Existing IPR or the Third Party IPR is terminated pursuant to Clause 10.5, the Supplier shall:

(a) immediately cease all use of the Buyer's Existing IPR and/or Third Party IPR;

(d) at the discretion of the Buyer, return or destroy documents and other tangible materials that contain any of the Buyer's Existing IPR or Third Party IPR, provided that if the Buyer has not made an election within six (6) Months of the termination of the licence, the Supplier may destroy the documents and other tangible materials that contain any of the Buyer's Existing IPR or Third Party IPR; and

(e) ensure, so far as reasonably practicable, that any Buyer Existing IPR or Third Party IPR that is held in electronic, digital or other machine-readable form ceases to be readily accessible (other than by the information technology staff of the Supplier) from any computer, word processor, voicemail system or any other device containing such Buyer Existing IPR or Third Party IPR.

10.7 Any New IPR created under the Contract is owned by the Buyer. The Buyer grants the Supplier a royalty-free, non-exclusive, non-transferable licence to use, copy and adapt the New IPR for the purpose of fulfilling its obligations during the Term.

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

10.9 Where a Party acquires ownership of intellectual property rights incorrectly under this Contract it must do everything reasonably necessary to complete a transfer assigning them in writing to the other Party on request and at its own cost.

10.10 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 this clause 10 or otherwise agreed in writing.

10.11 If any claim is made against the Buyer for actual or alleged infringement of a third party's intellectual property arising out of, or in connection with

(a) the supply or use of the Deliverables; and/or

(b) the Supplier's use of the Third Party IPR

each an "**IPR Claim**", then the Supplier shall indemnify the Buyer against all losses, damages, costs or expenses (including professional fees and fines) incurred as a result of the IPR Claim.

10.12 If an IPR Claim is made or anticipated under clause 10.11(a), the Supplier must at its own expense and the Buyer's sole option, either:

- (a) obtain for the Buyer the rights in clauses 10.1 without infringing any third party's IPRs; or
- (b) replace or modify the relevant item with substitutes that don't infringe IPRs without adversely affecting the functionality or performance of the Deliverables.

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

11. ENDING THE CONTRACT

11.1 The Contract takes effect on the Start Date and ends on the earlier of the Expiry Date or termination of the Contract (or earlier if required by Law).

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

11.3 Ending the Contract without a reason

The Buyer 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 terminated clause 11.5(a) to 11.5(g) applies.

11.4 When the Buyer can end the Contract

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

- (i) the Supplier becomes subject to an Insolvency Event;
- (ii) the Supplier repeatedly breaches the Contract in a way to reasonably justify, in the Buyer's opinion, that its conduct is inconsistent with it having the intention or ability to give effect to the terms and conditions of the Contract;
- (iii) 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 being notified by the Buyer of the breach and /or of the requirement for it to be remedied;
- (iv) there is a change of ownership or control (within the meaning of section 450 of the Corporation Tax Act 2010) of the Supplier which is not pre-approved by the Buyer in writing;

- (v) the Buyer discovers that the Supplier was in one of the situations in Regulation 57(1) or 57(2) of the Regulations at the time the Contract was awarded;
 - (vi) a Court within the relevant jurisdiction declares that the Contract should not have been awarded to the Supplier because of a serious breach of the Regulations; or
 - (vii) any act or omission of the Supplier (or its employees or officers) or its affiliates (or its affiliate's employees or officers), in the reasonable opinion of the Buyer, embarrasses or brings the Buyer into disrepute or diminishes the public trust in them.
- (b) If any of the events in Regulation 73(1) (a) to (b) of the Regulations (substantial modification, exclusion of the Supplier) happen, the Buyer has the right to immediately terminate the Contract and clauses 11.5(a) to 11.5(g) apply.

11.5 What happens if the Contract ends

Where the Buyer terminates the Contract under clause 11.4(a) all of the following apply:

- (a) the Supplier is responsible for the Buyer's reasonable costs of procuring replacement Deliverables for the rest of the term of the Contract;
- (b) the Buyer's payment obligations under the terminated Contract stop immediately as of the date of termination, except the obligation to pay any outstanding invoices or for Deliverables that have been supplied but not yet invoiced;
- (c) accumulated rights of the Parties are not affected;
- (d) the Supplier must promptly delete or return the Government Data except where required to retain copies by Law;
- (e) the Supplier must promptly return any of the Buyer's property provided under the Contract;
- (f) the Supplier must, at no cost to the Buyer, give all reasonable assistance to the Buyer and any incoming supplier and co-operate fully in the handover and re-procurement of the Contract; and
- (g) the following clauses survive the termination of the Contract: 7.2, 9, 10, 11, 15, 16, 17, 0, 37, 37 and any clauses which are expressly or by implication intended to continue.

11.6 When the Supplier can end the Contract

- (a) The Supplier can issue a reminder notice if the Buyer does not pay an undisputed invoice on time. The Supplier can terminate the Contract if the Buyer fails to pay an undisputed invoiced sum due and worth over 10% of the total Contract value or £1,000, whichever is the lower, within 30 days of the date of the reminder notice. Interest under the Late Payment of Commercial Debts (Interest) Act 1998 shall apply to any outstanding undisputed invoices from the expiry of the 30-day period following the reminder notice.
- (b) If a Supplier terminates the Contract under clause 11.6(a):
 - (i) the Buyer must promptly pay all outstanding and undisputed Charges incurred to the Supplier;
 - (ii) the Buyer must pay the Supplier reasonable committed and unavoidable losses as long as the Supplier provides a fully itemised and costed schedule with evidence (the maximum value

of this payment is limited to the total sum payable to the Supplier if the Contract had not been terminated); and clauses 11.5(d) to 11.5(g) apply.

11.7 Partially ending and suspending the Contract

- (a) Where the Buyer has the right to terminate the Contract it can terminate or suspend (for any period), all or part of it. If the Buyer suspends the Contract it can provide the Deliverables itself or buy them from a third party.
- (b) The Buyer can only partially terminate or suspend the Contract if the remaining parts of it can still be used to effectively deliver the intended purpose.
- (c) The Parties must agree (in accordance with clause 27) any necessary variation required by this clause 11.7, but the Supplier may not either:
 - (i) Unreasonably reject the variation; or
 - (ii) Increase the Charges, except where the right to partial termination is under clause 11.3.
- (d) The Buyer can still use other rights available, or subsequently available to it if it acts on its rights under this clause 11.7.

12. HOW MUCH THE PARTIES CAN BE HELD RESPONSIBLE FOR

12.1 The Supplier's total aggregate liability under or in connection with the Contract (whether in tort, contract or otherwise) is the higher of one million pounds (£1,000,000) or a sum equal to one hundred and fifty per cent (150%) of the Contract Charges.

12.2 The Buyer's total aggregate liability under or in connection with the Contract (whether in tort, contract or otherwise) is no more than 125% of the Charges paid or payable to the Supplier.

12.3 No Party is liable to the other for:

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

12.4 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 Sub-Contractors;
- (b) its liability for bribery or fraud or fraudulent misrepresentation by it or its employees; or
- (c) any liability that cannot be excluded or limited by Law.

12.5 In spite of clause 12.1, the Supplier does not limit or exclude its liability for any indemnity given under clauses 4.2(j), 4.2 (l) , 4.2(m), 8.6, 9.3, [10.12](#), 13.2, 15.26(e) or 33.2(b).

12.6 Each Party must use all reasonable endeavours to mitigate any loss or damage which it suffers under or in connection with the Contract, including any indemnities.

12.7 The Supplier is fully responsible for both their own liabilities and the liabilities of any Sub-contractors and Supplier Staff.

12.8 The Supplier must, at its own cost, obtain and maintain the Required Insurances in Schedule 8 (Insurance Requirements).

13. OBEYING THE LAW

13.1 the Supplier must, in connection with provision of the Deliverables, use reasonable endeavours to:

- (a) comply and procure that its Sub-Contractors 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)) and such other corporate social responsibility requirements as the Buyer may notify to the Supplier from time to time;
- (b) support the Buyer in fulfilling its public sector equality duty under s149 of the Equality Act 2010;
- (c) not use nor allow its Sub-contractors to use modern slavery, child labour or inhumane treatment in accordance with clause 14;
- (d) meet the Government Buying Standards applicable to the Deliverables which can be found online at: <https://www.gov.uk/government/collections/sustainable-procurement-the-government-buying-standards-gbs>.

13.2 The Supplier indemnifies the Buyer against any costs and expenses (including any professional and legal costs) resulting from any default by the Supplier relating to any applicable Law to do with the Contract.

13.3 The Supplier must appoint a Compliance Officer who must be responsible for ensuring that the Supplier complies with the Law, clause 13.1, 14 and clauses 30 to 35.

14. MODERN SLAVERY, CHILD LABOUR AND INHUMANE TREATMENT

14.1 The Supplier shall:

- (a) within 60 days of the Start Date complete the [Modern Slavery Assessment Tool \(MSAT\)](#). Where the Supplier has completed a recent MSAT with another Government buyer as part of a separate procurement, and the MSAT was completed by the Supplier within 12 months of the Start Date, the Supplier shall be permitted to submit the relevant results and/or action plan to the Buyer as its MSAT for application under this Contract;

- (b) prepare and progress against an agreed Modern Slavery Action Plan, but only where completion of the MSAT has identified a Medium or High modern slavery risk;
- (c) (where applicable) within 6 months of the Start Date provide the Buyer with a Supply Chain Map in the form and manner set out in the Specification;
- (d) not use, nor allow its Sub-contractors to use forced, bonded or involuntary prison labour;
- (e) not require any of its Supplier Staff to lodge deposits or identify papers with their employer, and its Supplier Staff shall be free to leave their employer after reasonable notice;
- (f) make reasonable enquires to ensure that its officers, employees and Sub-contractors have not been convicted of slavery or human trafficking offences anywhere around the world;
- (g) have and maintain throughout the Term its own policies and procedures to ensure its compliance with the Modern Slavery Act 2015 and include in its contracts with its Sub-contractors anti-slavery and human trafficking provisions;
- (h) implement due diligence procedures to ensure that there is no slavery or human trafficking in any part of its supply chain performing obligations under the Contract;
- (i) prepare and deliver to the Buyer an annual slavery and human trafficking report setting out the steps it has taken to ensure that slavery and human trafficking is not taking place in any of its supply chains or in any part of its business;
- (j) not use, nor allow Supplier Staff to use, physical abuse or discipline, the threat of physical abuse, sexual or other harassment, verbal abuse or other forms of intimidation of Supplier Staff;
- (k) not use, or allow, child or slave labour to be used by its Sub-contractors;
- (l) report the discovery or suspicion of any slavery or trafficking by it or its Sub-contractors to the Buyer and the Modern Slavery Helpline. In this clause 14.1.(l) **“Modern Slavery Helpline”** means the mechanism for reporting suspicion, seeking help or advice and information on the subject of modern slavery available online at <https://www.modernslaveryhelpline.org/report> or by telephone on 08000 121 700; and
- (m) work openly and proactively with the Buyer to resolve any identified instances of slavery and/or trafficking and where appropriate, make any necessary changes to their working practices to mitigate the risk of slavery and/or trafficking.

15. DATA PROTECTION

15.1 For the purposes of the Data Protection Legislation, the Buyer is the Controller and the Supplier is the Processor.

15.2 The Supplier must process Personal Data and ensure that Supplier Staff process Personal Data only in accordance with the Contract.

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

- 15.4 The Supplier must make accessible back-ups of all Government Data, stored in an agreed off-site location and send the Buyer copies every six months.
- 15.5 The Supplier must ensure that any Supplier system holding any Government Data, including back-up data, is a secure system that complies with the Security Policy specified in the Order Form and any other security requirements specified by the Buyer from time to time.
- 15.6 If at any time the Supplier suspects or has reason to believe that the Government Data provided under the Contract is corrupted, lost or sufficiently degraded, then the Supplier must notify the Buyer and immediately suggest remedial action.
- 15.7 If the Government Data is corrupted, lost or sufficiently degraded so as to be unusable, the Buyer may either or both:
- (a) tell the Supplier to restore or get restored the Government Data as soon as practical (but no later than five Working Days from the date that the Buyer receives notice, or from the date that the Supplier finds out about the issue, whichever is earlier); and/or
 - (b) restore the Government Data itself or via a third party.
- 15.8 The Supplier must pay each Party's reasonable costs of complying with clause 15.7 unless the Buyer is at fault.
- 15.9 Only the Buyer can decide what processing of Personal Data a Supplier can do under the Contract and must specify this for the Contract using the template in Schedule 5 (*Authorised Processing of Personal Data*).
- 15.10 The Supplier must only process Personal Data if authorised to do so in Schedule 5 (*Authorised Processing of Personal Data*) by the Buyer. Any further written instructions relating to the processing of Personal Data shall be set out in Schedule 5.
- 15.11 The Supplier must give all reasonable assistance to the Buyer in the preparation of any Data Protection Impact Assessment before starting any processing, including:
- (a) a systematic description of the expected processing and its purpose;
 - (b) the necessity and proportionality of the processing operations;
 - (c) the risks to the rights and freedoms of Data Subjects; and
 - (d) the intended measures to address these risks, including safeguards, security measures and mechanisms to protect Personal Data.
- 15.12 The Supplier must notify the Buyer immediately if it thinks the Buyer's instructions breach the Data Protection Legislation.
- 15.13 The Supplier must put in place appropriate Protective Measures to protect against a Data Loss Event. These Protective Measures must be approved by the Buyer.
- 15.14 If lawful, the Supplier must notify the Buyer if the Supplier is required to process Personal Data by Law promptly and before processing it.

15.15 The Supplier must take all reasonable steps to ensure the reliability and integrity of any Supplier Staff who have access to the Personal Data and ensure that they:

- (a) are aware of and comply with the Supplier's duties under this clause 15;
- (b) are subject to appropriate confidentiality undertakings with the Supplier or any Subprocessor;
- (c) are informed of the confidential nature of the Personal Data and do not provide any of the Personal Data to any third party unless directed in writing to do so by the Buyer or as otherwise allowed by the Contract; and
- (d) have undergone adequate training in the use, care, protection and handling of Personal Data.

15.16 The Supplier must not transfer Personal Data outside of the EU, other than to the Controller unless all of the following are true:

- (a) it has obtained prior written consent of the Buyer;
- (b) the Buyer has decided that there are appropriate safeguards (in accordance with Article 46 of the UK GDPR);
- (c) the Data Subject has enforceable rights and effective legal remedies when transferred;
- (d) the Supplier meets its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred;
- (e) where the Supplier is not bound by Data Protection Legislation it must use its best endeavours to help the Buyer meet its own obligations under Data Protection Legislation; and
- (f) the Supplier complies with the Buyer's reasonable prior instructions about the processing of the Personal Data.

15.17 The Supplier must notify the Buyer immediately if it:

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

15.18 Any requirement to notify under clause 15.17 includes the provision of further information to the Buyer in stages as details become available.

15.19 The Supplier must promptly provide the Buyer with full assistance in relation to any Party's obligations under Data Protection Legislation and any complaint, communication or request made under clause 15.17. This includes giving the Buyer:

- (a) full details and copies of the complaint, communication or request;

- (b) reasonably requested assistance so that the Buyer can comply with a Data Subject Access Request within the relevant timescales in the Data Protection Legislation;
- (c) any Personal Data it holds in relation to a Data Subject on request;
- (d) assistance that it requests following any Data Loss Event; and/or
- (e) assistance that it requests relating to a consultation with, or request from, the Information Commissioner's Office.

15.20 The Supplier must maintain full, accurate records and information to show it complies with this clause 15. This requirement does not apply where the Supplier employs fewer than 250 staff, unless either the Buyer determines that the processing:

- (a) is not occasional;
- (b) includes special categories of data as referred to in Article 9(1) of the UK GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the UK GDPR; and/or
- (c) is likely to result in a risk to the rights and freedoms of Data Subjects.

15.21 If required by the Data Protection Legislation the Supplier must appoint a Data Protection Officer responsible for observing its obligations in this clause 15.

15.22 Before allowing any Subprocessor to process any Personal Data, the Supplier must:

- (a) notify the Buyer in writing of the intended Subprocessor and processing;
- (b) obtain the written consent of the Buyer;
- (c) enter into a written contract with the Subprocessor so that this clause 15 applies to the Subprocessor; and
- (d) provide the Buyer with any information about the Subprocessor that the Buyer reasonably requires.

15.23 The Supplier remains fully liable for all acts or omissions of any Subprocessor.

15.24 At any time, the Buyer can, with 30 Working Days' notice to the Supplier, change this clause 15 to:

- (a) replace it with any applicable standard clauses (between the Controller and Processor) or similar terms forming part of an applicable certification scheme under UK GDPR Article 42; and/or
- (b) ensure it complies with guidance issued by the Information Commissioner's Office.

15.25 The Parties agree to take account of any non-mandatory guidance issued by the Information Commissioner's Office.

15.26 The Supplier:

- (a) must provide the Buyer with all Government Data in an agreed open format within 10 Working Days of a written request;

- (b) must have documented processes to guarantee prompt availability of Government Data if the Supplier stops trading;
- (c) must securely destroy all Storage Media that has held Government Data at the end of life of that media using Good Industry Practice;
- (d) must securely erase all Government Data and any copies it holds when asked to do so by the Buyer unless required by Law to retain it; and
- (e) indemnifies the Buyer against any and all Losses incurred if the Supplier breaches clause 15 and/or any Data Protection Legislation.

16. WHAT THE PARTIES 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; and
- (c) immediately notify the disclosing Party if it suspects unauthorised access, copying, use or disclosure of its 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 or by a court within the relevant jurisdiction provided that, where legally permitted, the recipient Party notifies the disclosing Party of the full circumstances, the affected Confidential Information and extent of the disclosure required;
- (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; and
- (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.

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

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

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

- (e) where requested by Parliament; and
- (f) under clauses 5.8 and 18.

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 this 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 Buyer and must take all reasonable steps to ensure that Supplier Staff do not either.

17. WHEN THE SUPPLIER CAN SHARE INFORMATION

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

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

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

18. WHEN THE BUYER MAY SHARE INFORMATION

18.1 The Parties acknowledge that:

(a) the contents of the Contract (including any changes to the Contract agreed from time to time) except for:

- any information which is exempt from disclosure in accordance with the provisions of the FOIA, which shall be determined by the Buyer; and
- Commercially Sensitive Information

and

(b) the Publishable Performance Information (together the “**Transparency Information**”) are not Confidential Information.

18.2 Notwithstanding any other provision of the Contract, the Supplier hereby gives its consent for the Buyer to publish to the general public the Transparency Information in its entirety (but with any information which is exempt from disclosure in accordance with the provisions of the FOIA redacted). The Buyer shall, prior to publication, consult with the Supplier on the manner and format of publication and to inform its decision regarding any redactions but the Buyer shall have the final decision in its absolute discretion.

18.3 The Supplier acknowledges that the Buyer may be required under the FOIA and EIRs to disclose Transparency Information (including Commercially Sensitive Information) without consulting or obtaining consent from the Supplier. The Buyer shall take reasonable steps to notify the Supplier of a Request For Information (in accordance with the Secretary of State's section 45 Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the FOIA) to the extent that it is permissible and reasonably practical for it to do so but (notwithstanding any other provision in the Contract) the Buyer shall be responsible for determining in its absolute discretion whether any Commercially Sensitive Information and/or any other information is exempt from disclosure in accordance with the FOIA and EIRs.

18.4 The Buyer may talk to the Supplier to help the Supplier decide whether to publish information under this clause 18. However, the extent, content and format of the disclosure is the Buyer's decision, which does not need to be reasonable.

18.5 The Supplier shall assist and co-operate with the Buyer to enable the Buyer to publish the Transparency Information.

19. 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 that part was removed from the Contract as much as required and rendered ineffective as far as possible without affecting the rest of the Contract.

20. NO OTHER TERMS APPLY

The provisions 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.

21. OTHER PEOPLE'S RIGHTS IN THE CONTRACT

No third party 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.

22. CIRCUMSTANCES BEYOND THE PARTIES' CONTROL

22.1 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; and
- (b) uses all reasonable measures practical to reduce the impact of the Force Majeure Event.

22.2 Either Party can partially or fully terminate the Contract immediately by issuing a termination notice in writing to the other Party if the provision of the

Deliverables is materially affected by a Force Majeure Event which lasts for 90 days continuously.

22.3 Where a Party partially or fully terminates the Contract under clause 22.2:

- (a) each Party must cover its own losses;
- (b) the Buyer's payment obligations under the Contract will be suspended to the extent corresponding to the Supplier's inability to deliver its obligation under the Contract as a result of a Force Majeure Event; and
- (c) clauses 11.5(a) to 11.5(g) apply.

23. 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.

24. 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.

25. TRANSFERRING RESPONSIBILITIES

25.1 The Supplier cannot assign the Contract without the Buyer's written consent.

25.2 The Buyer can assign, novate or transfer the Contract or any part of it to any Crown Body, public or private sector body which performs the functions of the Buyer.

25.3 When the Buyer uses its rights under clause 25.2 the Supplier must enter into a novation agreement in the form that the Buyer specifies.

25.4 The Supplier can terminate the Contract where the Contract is novated under clause 25.2 to a private sector body that is experiencing an Insolvency Event.

25.5 If the Buyer asks the Supplier for details about Sub-contractors, the Supplier must provide details of Sub-contractors at all levels of the supply chain including:

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

26. VISIBILITY OF SUB-CONTRACT OPPORTUNITIES IN THE SUPPLY CHAIN AND SME CONTRACT SPEND

26.1 The Supplier shall:

- (a) subject to clause 26.3, advertise on Contracts Finder all sub-contract opportunities arising from or in connection with the provision of the Deliverables above a minimum threshold of £25,000 that arise during the Term;

- (b) within 90 days of awarding a sub-contract to a Sub-Contractor, update the notice on Contracts Finder with details of the successful Sub-contractor;
- (c) monitor the number, type and value of the sub-contract opportunities placed on Contracts Finder advertised and awarded in its supply chain during the Term;
- (d) provide reports on the information at clause 26.1© to the Buyer in the format and frequency as reasonably specified by the Buyer; and
- (e) promote Contracts Finder to its suppliers and encourage those organisations to register on Contracts Finder.

26.2 Each advert referred to at clause 26.1(a) shall provide a full and detailed description of the sub-contract opportunity with each of the mandatory fields being completed on Contracts Finder by the Supplier.

26.3 The obligation on the Supplier set out at clause 26.1(a) shall only apply in respect of sub-contract opportunities arising after the Contract has been signed by both Parties.

26.4 Notwithstanding clause 26.1, the Buyer may, by giving its prior approval, agree that a sub-contract opportunity is not required to be advertised by the Supplier on Contracts Finder.

Visibility of SME/Supply Chain Spend

26.5 In addition to any other management information requirements set out in the Contract, the Supplier agrees and acknowledges that it shall, upon the request of the Buyer and at no charge, provide timely, full, accurate and complete SME management information reports (the “ **SME Management Information Reports**”) to the Buyer which shall include:

- (a) the total contract revenue received directly on the Contract;
- (b) the total value of sub-contracted revenues under the Contract (including revenues for non-SMEs/non-voluntary, community and social enterprises (“**VCSEs**”)); and

© the total value of sub-contracted revenues to SMEs and VCSEs.

26.6 The SME Management Information Reports shall be provided by the Supplier in the format required by the Buyer and any guidance issued by the Buyer from time to time. The Supplier agrees and acknowledges that the Buyer may vary the information it requires to be included in the SME Management Information Reports (including the data required and/or format). The Buyer agrees to give at least thirty (30) days’ notice in writing of any such variation and shall specify the date from which it must be provided.

27. CHANGING THE CONTRACT

27.1 Either Party can request a variation to the Contract which they shall initiate by issuing a Change Control Notice set out in Schedule 3 of the Contract. The

Buyer is not required to accept a variation requested by the Supplier and no changes will be effective until a Change Control Notice has been signed by both Parties.

28. HOW TO COMMUNICATE ABOUT THE CONTRACT

28.1 All notices under the Contract must be in writing which means the notice will not be valid unless it is made by letter (sent by hand, first class post, recorded delivery or special delivery), by email or by communication via Jaggaer.

28.2 All notices are considered effective on the Working Day the notice is received as long as they are received before 5:00pm on a Working Day (otherwise the notice will be effective on the next Working Day). An email or communication via Jaggaer is effective when sent on a Working Day (otherwise the notice will be deemed effective on the next Working Day).

28.3 Notices to the Buyer or Supplier must be sent to the postal or email addresses specified in the Order Form.

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

29. PREVENTING FRAUD, BRIBERY AND CORRUPTION

29.1 The Supplier shall not:

- (a) commit any criminal offence referred to in the Regulations 57(1) and 57(2);
- (b) commit a Prohibited Act.

29.2 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 a Prohibited Act by Supplier Staff and/or the Supplier (including its shareholders, members and directors) in connection with the Contract, and shall notify the Buyer immediately if it has reason to suspect that any such matters have occurred or is occurring or is likely to occur.

29.3 If the Supplier and/or Supplier Staff engage in conduct prohibited by clause 29.1 (which includes committing fraud in relation to the Contract or any other contract with a Crown Body (including the Buyer)), the Buyer may:

- (a) terminate the Contract and in accordance with clause 11.5 (a) recover from the Supplier the amount of any loss suffered by the Buyer resulting from the termination, including the cost reasonably incurred by the Buyer of making other arrangements for the supply of the Deliverables and any additional expenditure incurred by the Buyer throughout the remainder of the Contract; or
- (b) recover in full from the Supplier any other loss sustained by the Buyer in consequence of any breach of this clause.

30. EQUALITY, DIVERSITY AND HUMAN RIGHTS

- 30.1 The Supplier must follow all applicable equality Law when they perform their obligations under the Contract, including:
- (a) protections against discrimination on the grounds of race, sex, gender reassignment, religion or belief, disability, sexual orientation, pregnancy, maternity, age or otherwise; and
 - (b) any other requirements and instructions which the Buyer reasonably imposes related to equality Law.
- 30.2 The Supplier must take all necessary steps, and inform the Buyer of the steps taken, to prevent anything that is considered to be unlawful discrimination by any court or tribunal, or the Equality and Human Rights Commission (or any successor organisation) when working on the Contract.

31. HEALTH AND SAFETY

- 31.1 The Supplier must perform its obligations meeting the requirements of:
- (a) all applicable Law regarding health and safety; and
 - (b) the Buyer's current health and safety policy while at the Buyer's premises, as provided to the Supplier.
- 31.2 The Supplier and the Buyer must as soon as possible notify the other of any health and safety incidents or material hazards they are aware of at the Buyer's premises that relate to the performance of the Contract.

32. ENVIRONMENT

- 32.1 When working on site, the Supplier must perform its obligations under the Buyer's current Environmental Policy specified in the Order Form.
- 32.2 The Supplier must ensure that Supplier Staff are aware of and comply with the Buyer's Environmental Policy when performing their obligations under the Contract.

33. TAX

- 33.1 The Supplier must not breach any tax or social security obligations and must enter into a binding agreement with HMRC to pay any late contributions due including, where applicable, any interest or fines. The Buyer cannot terminate the Contract where the Supplier has not paid a minor tax or social security contribution.
- 33.2 Where the Supplier or any Supplier Staff are liable to be taxed or to pay national insurance contributions in the UK relating to payment received under the Contract, the Supplier must both:

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

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

- (a) the Buyer may, at any time during the term of the Contract, request that the Worker provides information which demonstrates they comply with clause 33.2, or why those requirements do not apply. The Buyer can specify the information the Worker must provide and the deadline for responding;
- (b) the Worker's contract may be terminated at the Buyer's request if the Worker fails to provide the information requested by the Buyer within the time specified by the Buyer;
- (c) the Worker's contract may be terminated at the Buyer's request if the Worker provides information which the Buyer considers insufficient to demonstrate how it complies with clause 33.2 or confirms that the Worker is not complying with those requirements; and
- (d) the Buyer may supply any information they receive from the Worker to HMRC for revenue collection and management purposes.

34. CONFLICT OF INTEREST

34.1 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 Buyer under the Contract, in the reasonable opinion of the Buyer.

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

34.3 The Buyer can terminate the Contract immediately by giving notice in writing to the Supplier or take any steps it thinks necessary where there is or may be an actual or potential conflict of interest. If the Contract is terminated under this clause 34.3 clause 11.5 shall apply.

35. REPORTING A BREACH OF THE CONTRACT

35.1 As soon as it is aware of it, the Supplier and Supplier Staff must report to the Buyer any actual or suspected breach of Law, clause 13.1, or clauses 29 to 34.

35.2 The Supplier must not retaliate against any of the Supplier Staff who in good faith reports a breach listed in clause 35.1.

36. RESOLVING DISPUTES

- 36.1 If there is a dispute between the Parties, their senior representatives who have authority to settle the dispute will, within 28 days of a written request from the other Party, meet in good faith to resolve the dispute.
- 36.2 If the dispute is not resolved at that meeting, the Parties can attempt to settle it by mediation using the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure current at the time of the dispute. If the Parties cannot agree on a mediator, the mediator will be nominated by CEDR. If either Party does not wish to use, or continue to use mediation, or mediation does not resolve the dispute, the dispute must be resolved using clauses 36.3 to 36.5.
- 36.3 Unless the Buyer refers the dispute to arbitration using clause 36.4, the Parties irrevocably agree that the courts of England and Wales have the exclusive jurisdiction to:
- (a) determine the dispute;
 - (b) grant interim remedies; and
 - (c) grant any other provisional or protective relief.
- 36.4 The Supplier agrees that the Buyer has the exclusive right to refer any dispute to be finally resolved by arbitration under the London Court of International Arbitration Rules current at the time of the dispute. There will be only one arbitrator. The seat or legal place of the arbitration will be London and the proceedings will be in English.
- 36.5 The Buyer has the right to refer a dispute to arbitration even if the Supplier has started or has attempted to start court proceedings under clause 36.3, unless the Buyer has agreed to the court proceedings or participated in them. Even if court proceedings have started, the Parties must do everything necessary to ensure that the court proceedings are stayed in favour of any arbitration proceedings if they are started under clause 36.4.
- 36.6 The Supplier cannot suspend the performance of the Contract during any dispute.

37. WHICH LAW APPLIES

- 37.1 This Contract and any issues arising out of, or connected to it, are governed by English Law and the English courts have exclusive jurisdiction.

SCHEDULE 1 – SPECIFICATION

Outsourcing The Analysis and Visualisation of GSCIP Knowledge Graph Data

The Global Supply Chains Intelligence (GSCI) Programme is an HMT-funded, cross-departmental Shared Outcomes Fund project led by DBT. The programme brings together government and commercial datasets using novel analytical and data science techniques to derive insights about global supply chains. The objective of the GSCIP is to make it easier and less resource intensive for analysts across government to map supply chains of businesses and products. The result is improved supply chain visibility and better insight into supply chain risks, vulnerabilities, and opportunities.

The supplier shall carry out search and visualisations on a minimum of two Use Cases. The supplier will use the search and visualisation tools (Python & Graphistry) that are deployed on the GSCIP Environment.

In order to carry out the overarching requirement the supplier shall:

Engagement:

The supplier shall carry out the following engagement and subsequent follow up:

- DBT will organise, and the supplier shall lead, a minimum of one workshop, with, if necessary, a second workshops and/or one to one sessions. The aim is to engage with GSCIP users in order to:
 - Understand exactly what data points they need to have available in respect of the nominated use cases
 - Understand their requirements in respect of visualisations
- Detail gathered requirements in a specification document which should be submitted to DBT for approval by DBT stakeholders. If changes are required as the project progresses, these should be captured in writing for approval by GSCIP staff at no extra cost to DBT.
- Capture mock-up visualisations at the beginning of each milestone that reflects customer needs. For example, as images and/or in PDF documents.
- All engagement is to be held in person at our Old Admiralty Building location in London. The Authority will not cover travel expenses.

The supplier shall ensure that all notes taken during the engagement are recorded only on the DBT security approved laptops provided or within the Jira environment and only shared with GSCIP staff. No manual / hard copy notes shall be taken.

Deliverables:

The Supplier shall:

- Complete use-cases for a minimum of 3 visualisations, with a potential for a further 2 or 3 additional visualisations:
 - An interactive supply chain ' [REDACTED] ' that enables users to [REDACTED] and dependencies.
 - A ' [REDACTED] ' visualisation showing the [REDACTED].
 - A ' [REDACTED] ' visualisation that enables analysts on the GSCIP platform to understand the [REDACTED] and other features covered by the existing datasets. This will enable them to see where derived analysis may need to be caveated or will be most accurate.
 - (subject to contract extension) A 'geospatial data' visualisation, [REDACTED].
- For each of these use-cases:
 - Develop visualisations in coordination with stakeholders, and provide a live demonstration upon completion
 - Iterate the development of the visualisations with, and to the satisfaction of, stakeholders, as their needs and the 'art-of-the-possible' of the data becomes clearer.
 - Develop common data schema for the uses cases and populate a database with required data ('data marts') from (to be specified) nominated data sources
 - Create technical documentation that includes:
 - Raw code written for the visualisation,
 - Documentation on architecture and language used for data visualisation tool,
 - Training / code guide. Including detailed information each logical block of code as per industry standard practise of commented code.
 - Carry out training to relevant GSCIP users (see ' Deliverables')

As part of the use cases, the supplier shall deliver enduring databases and common schemas that contain data tables optimised around the required use cases, enabling the easy look up of various data types (e.g., a 'risk mart') that will be used to power the visualisations.

To achieve this the supplier shall meet four milestones. Each milestone shall not be deemed to have been completed until DBT gives the supplier approval in writing to such effect. The milestones do not need to be delivered in the order below. The milestones are:

Milestone	Deliverables
Milestone 1	[REDACTED]
Milestone 2	[REDACTED]
Milestone 3	[REDACTED]
Milestone 4	[REDACTED]
Milestone 5 (subject to extension)	[REDACTED]

*Provide training manuals e.g., templates and example code, training videos and carry out training either in person or on MS TEAMS (provided on DBT laptops) of GSCIP users on how to execute and use the Tools

^Supply all of the necessary technical documentation that accompanies the software

Key Supplier Staff:

It is anticipated that the supplier shall have the following roles involved in delivery:

- Developer
- Data Engineer
- Data Architect
- Business analyst
- Project manager/leader
- Tester

Supplier Staff Requirements:

- Personnel for data shaping must hold [REDACTED]
- Personnel for visualisations must hold [REDACTED]
- Personnel for any other involvement with GSCIP, for example viewing data, will require SC clearance level as a minimum, [REDACTED]
- The supplier must provide personnel who:
 - Expert in entity resolution (data shaping)
 - Expert in data visualisations development, particularly Graphistry and visualisations written in Python

- A deep knowledge of corporate data sets, most specifically those supplied by Altana and [REDACTED]
- In-depth knowledge of security use cases
- Personnel must **only** use the laptops provided by DBT for **all** activity. Note that only a subset of supplier roles may be provided laptops due to limited availability.
- JIRA must only be accessed on the DBT provided Laptops, using the browser. DBT will arrange the appropriate licences to be used for the project.

Unauthorised actions

The supplier cannot take documentation or data out of the DBT environment unless explicit permission is given by the programme lead and appropriate checks followed.

Information, code, knowledge and other intellectual property generated by this work or already existing within GSCIP cannot be used outside of the GSCIP environment.

Datasets within GSCIP should only be accessed and used with explicit permission from GSCIP staff.

Supplier technical staff cannot access [REDACTED] data until they have completed the requisite '[REDACTED]' training, passed all relevant tests, and signed all relevant MoUs and other documents. Non-technical staff will not receive any access to [REDACTED] data.

Supplier staff cannot share access to the data, code or other GSCIP property to anyone within their organisation that is not listed here or given explicit permission by the GSCIP programme lead.

Timeframe:

We expect work to commence on or before 25th October 2023 and for the activity and agreement to run through to 24th April 2024 or earlier if all deliverables meet DBT specifications.

Budget:

The maximum budget will be £109,000 + VAT. The payment will be made in instalments based on the meeting of the milestones detailed in the 'Deliverables' table above:

- Milestone 1: - [REDACTED]
- Milestone 2: - [REDACTED]
- Milestone 3: - [REDACTED]
- Milestone 4: - [REDACTED]
- Milestone 5: - [REDACTED] (subject to extension being granted)

Security:

DBT will provide the Supplier with HMG security approved laptops. The Supplier shall use these DBT security approved laptops for the sole purpose of enabling its approved

personnel to access the DBT and/or GSCIP environment and to carry out all activities detailed in this specification.

- DBT Environment - The IT Infrastructure and systems owned by DBT such as a Virtual Private Cloud (VPC) that contains all GSCIP services.
- GSCIP Environment - Specifically the Virtual Private Cloud (VPC) that contains GSCIP services. This may be hosted on the DBT Environment or the environment of participating GSCIP departments

The supplier shall comply with all instructions related to the secure storage, use and return of such devices given by the Authority.

The devices may only be used by supplier personnel that have [REDACTED], who have been approved by the Authority.

The supplier shall neither create nor store on their own systems any:

- Raw code written for the visualisations
- Documentation on architecture and language used for the data visualisation tools
 - Any training or code guides
 - Any training videos

Intellectual Property:

DBT shall own and retain all IPR used and developed during the course of the contract, including:

- Notes and/or recordings of stakeholder engagement
- Raw code written for the visualisations
- Documentation on the architecture and language used for the visualisation tools
- All training and code guides, including the detailed information on what each line of code does

SCHEDULE 2 – CHARGES

All charges will be paid at a firm price and are not subject to Indexation.

Charges will be paid upon completion of individual Milestones. The Buyer acknowledges that the supplier may complete Milestones in an order different to that stated below, and the Buyer will honour payment requests for any Milestone that is mutually agreed to have been completed.

Table 1 Costs for Service Delivery			
Charge	Description	Firm Charge (£)	

Milestone 1		
Milestone 2		
Milestone 3		
Milestone 4		
Total Charge (£):		

Optional Extension Costs	
For the Extension Period, services shall continue be charged as per the rates outlined in Table 1 and will not be subject to Indexation. This Extension is optional and subject to further budget approval from the Customer. The Extension Period will be for a maximum of 6 months.	
Maximum Sum available for the Extension	excluding VAT

CCN Number	0[1]
Contract Reference Number & Title	[Insert reference number and title]
Variation Title	[Insert variation title]
<u>Number of Pages</u>	[2]

WHEREAS the Supplier [add company name] and the Buyer, [add relevant department name], entered into a Contract for [insert contract title], dated [insert date] (the “**Original Contract**”) and now wish to amend the Original Contract.

IT IS AGREED as follows

1. The Original Contract shall be amended as set out in this Change Control Notice (CCN):

Change Requestor / Originator	State the name of the Requestor	
Summary of Change	Provide details of the Change required	
Reason for Change	Provide reason(s) for the Change required (this should be detailed)	
Revised Contract Price	Original Contract Value	£insert original value
	Previous Contract Changes	£insert any previous change value(s) (if more than one, include all the CCN's values)
	Contract Change Notice 00[x]	£add total value of this change
	New Contract Value	£xx add new total
Revised Payment Schedule	[Not applicable] / [Update as appropriate]	
Revised Specification (See Appendix 1 for details)	[Not Applicable] / [Update as appropriate]	
Revised Term (if applicable)	[Not Applicable] / [Update as appropriate]	

Change in Contract Representative(s)	[Not Applicable] [Update as appropriate]
Other Changes	[None] [Update as appropriate]

8. Save as amended all other terms of the Original Contract shall remain effective.

8. This CCN takes effect from the date on which both Parties sign for acceptance of its terms.

Parties:

Supplier: Data Edge

Signed by:

Title:

Date:

Signature:

Buyer: Department for Business and Trade

Signed by:

Title:

Date:

Signature:

SCHEDULE 4 – TRAVEL AND SUBSISTENCE – NOT APPLICABLE

SCHEDULE 5 – AUTHORISED PROCESSING OF PERSONAL DATA

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

1.1 The contact details of the Buyer's Data Protection Officer are: [REDACTED]

[REDACTED] contactable at [REDACTED]
[REDACTED]

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

1.4 Any such further instructions shall be incorporated into this Schedule.

Description	Details
Identity of Controller for each Category of Personal Data	<p>The Buyer is Controller and the Supplier is Processor</p> <p>The Parties acknowledge that in accordance with clause 15 for the purposes of the Data Protection Legislation, the Buyer is the Controller, and the Supplier is the Processor of the following Personal Data:</p> <ul style="list-style-type: none">The Supplier will process personal data where such data is included in Data Sets that have been ingested into the Knowledge Graph.
Duration of the Processing	The processing will take place for the duration of this contract.
Nature and purposes of the Processing	Personal data will be processed by the Supplier when analysing and visualising Data Sets from the Knowledge Graph containing such data.
Type of Personal Data	Names Addresses (sole traders only)

Categories of Data Subject	<p>Sole Traders</p> <p>Company directors</p> <p>Company shareholders</p> <p>Individuals on public company sanctions lists</p>
<p>Plan for return and destruction of the data once the processing is complete</p> <p>UNLESS requirement under Law to preserve that type of data</p>	<p>Data will be retained for the duration of the contract unless terminated earlier or ended. Upon termination or expiration of the Agreement, Supplier shall (at Customer's election) destroy or return to customer all personal data (including all copies of the Data) in its possession or control within 30 days of termination or expiration of the contract.</p> <p>In the event the Customer elects for supplier to destroy, dispose or irretrievably delete the data, the Supplier shall issue a Certificate of Deletion/Destruction/Disposal upon completion of the task.</p>

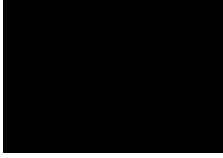
**SCHEDULE 6 – SUPPLIER’S COMMERCIALLY SENSITIVE INFORMATION
FORM**

The Supplier should provide as much information as possible. The Buyer shall endeavour to maintain the confidentiality of the sensitive information, but the ultimate decision on whether to publish or disclose lies with the Buyer.

Contract Ref No	
Description of Supplier’s Commercially Sensitive Information	
Cross reference(s) to location of sensitive information	
Explanation of sensitivity	
Details of potential harm from disclosure	

Period of confidence	
Contact details for Transparency/FOI A matters	<p>Name: [REDACTED]</p> <p>Position: [REDACTED]</p> <p>Address: Saffery Champness LLP, 4th Floor St Catherine's Court, Berkeley Place, Clifton, Bristol BS8 1BQ</p> <p>Telephone Number: [REDACTED]</p> <p>Email Address: [REDACTED]</p>

SCHEDULE 7 – DV CONTRACT



SCHEDULE 8 (INSURANCE REQUIREMENTS)

1. The insurance you need to have

1.1 The Supplier shall take out and maintain or procure the taking out and maintenance of the insurances as set out in the Annex to this Schedule and any other insurances as may be required by applicable Law (together the “**Insurances**”). The Supplier shall ensure that each of the Insurances is effective no later than the Start Date in respect of those Insurances set out in the Annex to this Schedule and those required by applicable Law; and

1.2 The Insurances shall be:

1.2.1 maintained in accordance with Good Industry Practice;

1.2.2 (so far as is reasonably practicable) on terms no less favourable than those generally available to a prudent contractor in respect of risks insured in the international insurance market from time to time;

1.2.3 taken out and maintained with insurers of good financial standing and good repute in the international insurance market; and

1.2.4 maintained until the Expiry Date except in relation to Professional Indemnity where required under the Annex Part B which shall be maintained for at least six (6) years after the End Date.

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

2. How to manage the insurance

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

2.1.1 take or procure the taking of all reasonable risk management and risk control measures in relation to Deliverables as it would be reasonable to expect of a prudent contractor acting in accordance with Good Industry Practice, including the investigation and reports of relevant claims to insurers;

2.1.2 promptly notify the insurers in writing of any relevant material fact under any Insurances of which the Supplier is or becomes aware; and

2.1.3 hold all policies in respect of the Insurances and cause any insurance broker effecting the Insurances to hold any insurance slips and other evidence of placing cover representing any of the Insurances to which it is a party.

21. What happens if you aren't insured

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

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

22. Evidence of insurance you must provide

The Supplier shall upon the Start Date and within 15 Working Days after the renewal of each of the Insurances, provide evidence, in a form satisfactory to the Buyer, that the Insurances are in force and effect and meet in full the requirements of this Schedule.

23. Making sure you are insured to the required amount

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

5.2 Where the Supplier intends to claim under any of the Insurances for any matters that are not related to the Deliverables and/or this Contract, the Supplier shall, where such claim is likely to result in the level of cover available under any of the Insurances being reduced below the minimum limit of indemnity specified in this Schedule, promptly notify the Buyer and provide details of its proposed solution for maintaining the minimum limit of indemnity specified in this Schedule.

24. Cancelled Insurance

6.1 The Supplier shall notify the Buyer in writing at least five (5) Working Days prior to the cancellation, suspension, termination or non-renewal of any of the Insurances.

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

7. Insurance claims

- 7.1 The Supplier shall promptly notify to insurers any matter arising from, or in relation to, the Deliverables, or this Contract for which it may be entitled to claim under any of the Insurances. In the event that the Buyer receives a claim relating to or arising out of this Contract or the Deliverables, the Supplier shall co-operate with the Buyer and assist it in dealing with such claims including without limitation providing information and documentation in a timely manner.
- 7.2 Except where the Buyer is the claimant party, the Supplier shall give the Buyer notice within twenty (20) Working Days after any insurance claim in excess of One Thousand Pounds (£1,000.00) relating to or arising out of the provision of the Deliverables or this Contract on any of the Insurances or which, but for the application of the applicable policy excess, would be made on any of the Insurances and (if required by the Buyer) full details of the incident giving rise to the claim.
- 7.3 Where any Insurance requires payment of a premium, the Supplier shall be liable for and shall promptly pay such premium.
- 7.4 Where any Insurance is subject to an excess or deductible below which the indemnity from insurers is excluded, the Supplier shall be liable for such excess or deductible. The Supplier shall not be entitled to recover from the Buyer any sum paid by way of excess or deductible under the Insurances whether under the terms of this Contract or otherwise.

ANNEX: REQUIRED INSURANCES

PART A: THIRD PARTY PUBLIC AND PRODUCTS LIABILITY INSURANCE

1. Insured

The Supplier

2. Interest

2.1 To indemnify the Insured in respect of all sums which the Insured shall become legally liable to pay as damages, including claimant's costs and expenses, in respect of accidental:

2.1.1 death or bodily injury to or sickness, illness or disease contracted by any person; and

2.1.2 loss of or damage to physical property;

happening during the period of insurance (as specified in Paragraph 5) and arising out of or in connection with the provision of the Deliverables and in connection with this Contract.

3. Limit of indemnity

3.1 Not less than £1,000,000.00 in respect of any one occurrence, the number of occurrences being unlimited in any annual policy period, but £1,000,000.00 in the aggregate per annum in respect of products and pollution liability (to the extent insured by the relevant policy).

4. Territorial limits

United Kingdom

5. Period of insurance

From the date of this Contract for the period of this Contract and renewable on an annual basis unless agreed otherwise by the Buyer in writing.

6. Cover features and extensions

Indemnity to principals clause under which the Buyer shall be indemnified in respect of claims made against the Buyer in respect of death or bodily injury or

third party property damage arising out of or in connection with this Contract and for which the Supplier is legally liable.

7. Principal exclusions

7.1 War and related perils.

7.2 Nuclear and radioactive risks.

7.3 Liability for death, illness, disease or bodily injury sustained by employees of the Insured arising out of the course of their employment.

7.4 Liability arising out of the use of mechanically propelled vehicles whilst required to be compulsorily insured by applicable Law in respect of such vehicles.

7.5 Liability in respect of predetermined penalties or liquidated damages imposed under any contract entered into by the Insured.

7.6 Liability arising out of technical or professional advice other than in respect of death or bodily injury to persons or damage to third party property.

7.7 Liability arising from the ownership, possession or use of any aircraft or marine vessel.

7.8 Liability arising from seepage and pollution unless caused by a sudden, unintended, unexpected and accidental occurrence.

PART B: PROFESSIONAL INDEMNITY INSURANCE

1. INSURED

The Supplier

2. INTEREST

2.1 To indemnify the Insured for all sums which the Insured shall become legally liable to pay (including claimants' costs and expenses) as a result of claims first made against the Insured during the period of insurance (as specified in paragraph 5) by reason of any negligent act, error and/or omission arising from or in connection with the provision of the Goods and/or Services.

3. LIMIT OF INDEMNITY

3.1 Not less than £1,000,000.00 in respect of any one claim and in the aggregate per annum.

4. TERRITORIAL LIMITS

United Kingdom

5. PERIOD OF INSURANCE

- 5.1 From the date of this Contract and renewable on an annual basis unless agreed otherwise by the Buyer in writing (a) throughout the Term or until earlier termination of Contract and (b) for a period of 6 years thereafter.

6. COVER FEATURES AND EXTENSIONS

- 6.1 Retroactive cover to apply to any claims made policy wording in respect of this Contract or retroactive date to be no later than the Contract Start Date.

7. PRINCIPAL EXCLUSIONS

- 7.1 War and related perils
- 7.2 Nuclear and radioactive risks

PART C: UNITED KINGDOM COMPULSORY INSURANCES

The Supplier shall meet its insurance obligations under applicable Law in full, including, United Kingdom employers' liability insurance and motor third party liability insurance.

SCHEDULE 9: SECURITY

1. DEFINITIONS

1.1 In this Schedule 9, the following definitions shall apply:

**" Breach
Security"
of**

means the occurrence of:

a) any unauthorised access to or use of the Goods and/or

Services, the Sites and/or any Information and Communication Technology ("ICT"), information or data (including the Confidential Information and the Customer Data) used by the Customer and/or the Supplier in connection with this Contract; and/or

b) the loss and/or unauthorised disclosure of any information or data (including the Confidential Information and the Customer Data), including any copies of such information or data, used by the Customer and/or the Supplier in connection with this Contract,

in either case as more particularly set out in the security requirements in the Security Policy;

" ISMS"

the information security management system and process developed by the Supplier in accordance with paragraph 3 (ISMS) as updated from time to time in accordance with this Schedule 7;

and

**" Security
Tests"** tests to validate the ISMS and security of all relevant processes, systems, incident response plans, patches to vulnerabilities and mitigations to Breaches of Security.

2. INTRODUCTION

2.1 The Parties acknowledge that the purpose of the ISMS and Security Management Plan are to ensure a good organisational approach to security under which the specific requirements of this Contract will be met.

2.2 The Parties shall each appoint a security representative to be responsible for Security. The initial security representatives of the Parties are:

2.2.1

[REDACTED]

2.2.2

[REDACTED]

2.3 The Customer shall clearly articulate its high-level security requirements so that the Supplier can ensure that the ISMS, security related activities and any mitigations are driven by these fundamental needs.

- 2.4 Both Parties shall provide a reasonable level of access to any members of their personnel for the purposes of designing, implementing and managing security.
- 2.5 The Supplier shall use as a minimum Good Industry Practice in the day to day operation of any system holding, transferring or processing Customer Data and any system that could directly or indirectly have an impact on that information, and shall ensure that Customer Data remains under the effective control of the Supplier at all times.
- 2.6 The Supplier shall ensure the up-to-date maintenance of a security policy relating to the operation of its own organisation and systems and on request shall supply this document as soon as practicable to the Customer.
- 2.7 The Customer and the Supplier acknowledge that information security risks are shared between the Parties and that a compromise of either the Supplier or the Customer's security provisions represents an unacceptable risk to the Customer requiring immediate communication and co-operation between the Parties.

3. ISMS

- 3.1 The Supplier shall develop and submit to the Customer for the Customer's Approval, within twenty (20) Working Days after the Contract Commencement Date or such other date as agreed between the Parties, an information security management system (ISMS) for the purposes of this Contract, which shall comply with the requirements of paragraphs 3.3 to 3.5 of this Schedule 9(Security).
- 3.2 The Supplier acknowledges that the Customer places great emphasis on the reliability of the performance of the Goods and/or Services, confidentiality, integrity and availability of information and consequently on the security provided by the ISMS and that the Supplier shall be responsible for the effective performance of the ISMS.
- 3.3 The ISMS shall:

- 3.3.1 unless otherwise specified by the Customer in writing, be developed to protect all aspects of the Goods and/or Services and all processes associated with the provision of the Goods and/or Services, including the Customer Premises, the Sites, any ICT, information and data (including the Customer's Confidential Information and the Customer Data) to the extent used by the Customer or the Supplier in connection with this Contract;
 - 3.3.2 meet the relevant standards in ISO/IEC 27001 and ISO/IEC27002 in accordance with Paragraph 7;and
 - 3.3.3 at all times provide a level of security which:
 - (a) is in accordance with the Law and this Contract;
 - (b) as a minimum demonstrates Good Industry Practice;
 - (c) complies with the Security Policy;
 - (d) complies with at least the minimum set of security measures and standards as determined by the Security Policy DPS (Tiers 1-4); <https://www.gov.uk/government/publications/security-policy-framework/hmg-security-policy-framework>
 - (e) takes account of guidance issued by the Centre for Protection of National Infrastructure on Risk Management <https://www.cpni.gov.uk/considering-risks>
 - (f) complies with HMG Information Assurance Maturity Model and Assurance DPS <https://www.ncsc.gov.uk/information/hmg-ia-maturity-model-iamm>
 - (g) meets any specific security threats of immediate relevance to the Goods and/or Services and/or Customer Data; and

(c)complies with the Customer's ICT policies:
 - 3.3.4 document the security incident management processes and incident response plans;
 - 3.3.5 document the vulnerability management policy including processes for identification of system vulnerabilities and assessment of the potential impact on the Goods and/or Services of any new threat, vulnerability or exploitation technique of which the Supplier becomes aware; and
 - 3.3.6 be certified by (or by a person with the direct delegated authority of) a Supplier's main board representative, being the "Chief Security Officer", "Chief Information Officer", "Chief Technical Officer" or " Chief Financial Officer" (or equivalent as agreed in writing by the Customer in advance of issue of the relevant Security Management Plan).
- 3.4 Subject to Clause 35 of this Contract (Security and Protection of Information) the references to Standards, guidance and policies contained or set out in paragraph 3.3 of this Schedule 9shall be deemed to be references to

such items as developed and updated and to any successor to or replacement for such standards, guidance and policies, as notified to the Supplier from time to time.

- 3.5 In the event that the Supplier becomes aware of any inconsistency in the provisions of the standards, guidance and policies set out in paragraph 3.3 of this Schedule 9, the Supplier shall immediately notify the Customer Representative of such inconsistency and the Customer Representative shall, as soon as practicable, notify the Supplier as to which provision the Supplier shall comply with.
- 3.6 If the ISMS submitted to the Customer pursuant to paragraph 3.1 of this Schedule 9 is Approved by the Customer, it shall be adopted by the Supplier immediately and thereafter operated and maintained in accordance with this Schedule 9. If the ISMS is not Approved by the Customer, the Supplier shall amend it within ten (10) Working Days of a notice of non-approval from the Customer and re-submit it to the Customer for Approval. The Parties shall use all reasonable endeavours to ensure that the Approval process takes as little time as possible and in any event no longer than fifteen (15) Working Days (or such other period as the Parties may agree in writing) from the date of the first submission of the ISMS to the Customer. If the Customer does not Approve the ISMS following its resubmission, the matter shall be resolved in accordance with the Dispute Resolution Procedure. No Approval to be given by the Customer pursuant to this paragraph 3 of this Schedule 9 may be unreasonably withheld or delayed. However any failure to approve the ISMS on the grounds that it does not comply with any of the requirements set out in paragraphs 3.3 to 3.5 of this Schedule 9 shall be deemed to be reasonable.
- 3.7 Approval by the Customer of the ISMS pursuant to paragraph 3.6 of this Schedule 9 or of any change to the ISMS shall not relieve the Supplier of its obligations under this Schedule 9.

4. SECURITY MANAGEMENT PLAN

- 4.1 Within twenty (20) Working Days after the Contract Commencement Date, the Supplier shall prepare and submit to the Customer for Approval in accordance with paragraph 4 of this Schedule 9a fully developed, complete and up- to-date Security Management Plan which shall comply with the requirements of paragraph 4.2 of this Schedule 9.
- 4.2 The Security Management Plan shall:
 - 4.2.1 be based on the initial Security Management Plan set out in Annex 2 (Security Management Plan);
 - 4.2.2 comply with the Security Policy;
 - 4.2.3 identify the necessary delegated organisational roles defined for those responsible for ensuring this Schedule 9 is complied with by the Supplier;
 - 4.2.4 detail the process for managing any security risks from Sub-Contractors and third parties authorised by the Customer with access to the Goods and/or Services, processes associated with the delivery of the Goods and/or Services, the Customer Premises, the Sites and any ICT, Information and data (including the Customer's Confidential Information and the Customer Data) and any system that could directly or indirectly have an impact on that information, data and/or the Goods and/or Services;

- 4.2.5 unless otherwise specified by the Customer in writing, be developed to protect all aspects of the Goods and/or Services and all processes associated with the delivery of the Goods and/or Services, including the Customer Premises, the Sites and any ICT, Information and data (including the Customer's Confidential Information and the Customer Data) to the extent used by the Customer or the Supplier in connection with this Contract or in connection with any system that could directly or indirectly have an impact on that Information, data and/or the Goods and/or Services;
 - 4.2.6 set out the security measures to be implemented and maintained by the Supplier in relation to all aspects of the Goods and/or Services and all processes associated with the delivery of the Goods and/or Services and at all times comply with and specify security measures and procedures which are sufficient to ensure that the Goods and/or Services comply with the provisions of this Schedule 9 (including the requirements set out in paragraph 3.3 of this Schedule 7);
 - 4.2.7 set out the plans for transitioning all security arrangements and responsibilities from those in place at the Contract Commencement Date to those incorporated in the ISMS within the timeframe agreed between the Parties.
 - 4.2.8 be structured in accordance with ISO/IEC27001 and ISO/IEC27002, cross-referencing if necessary to other Schedules which cover specific areas included within those standards; and
 - 4.2.9 be written in plain English in language which is readily comprehensible to the staff of the Supplier and the Customer engaged in the Goods and/or Services and shall reference only documents which are in the possession of the Parties or whose location is otherwise specified in this Schedule 9.
- 4.3 If the Security Management Plan submitted to the Customer pursuant to paragraph 3.1 of this Schedule 9 is Approved by the Customer, it shall be adopted by the Supplier immediately and thereafter operated and maintained in accordance with this Schedule 9. If the Security Management Plan is not approved by the Customer, the Supplier shall amend it within ten (10) Working Days of a notice of non-approval from the Customer and re-submit it to the Customer for Approval. The Parties shall use all reasonable endeavours to ensure that the Approval process takes as little time as possible and in any event no longer than fifteen (15) Working Days (or such other period as the Parties may agree in writing) from the date of the first submission to the Customer of the Security Management Plan. If the Customer does not Approve the Security Management Plan following its resubmission, the matter shall be resolved in accordance with the Dispute Resolution Procedure. No Approval to be given by the Customer pursuant to this paragraph may be unreasonably withheld or delayed. However any failure to approve the Security Management Plan on the grounds that it does not comply with the requirements set out in paragraph 4.2 of this Schedule 9 shall be deemed to be reasonable.
- 4.4 Approval by the Customer of the Security Management Plan pursuant to paragraph 4.3 of this Schedule 9 or of any change or amendment to the Security Management Plan shall not relieve the Supplier of its obligations under this Schedule 9.

5. AMENDMENT AND REVISION OF THE ISMS AND SECURITY MANAGEMENT PLAN

- 5.1 The ISMS and Security Management Plan shall be fully reviewed and updated by the Supplier and at least annually to reflect:
 - 5.1.1 emerging changes in Good Industry Practice;
 - 5.1.2 any change or proposed change to Goods and/or Services and/or associated processes;
 - 5.1.3 any changes to the Security Policy;
 - 5.1.4 any new perceived or changed security threats; and
 - 5.1.5 any reasonable change in requirement requested by the Customer.
- 5.2 The Supplier shall provide the Customer with the results of such reviews as soon as reasonably practicable after their completion and amend the ISMS and Security Management Plan at no additional cost to the Customer. The results of the review shall include, without limitation:
 - 5.2.1 suggested improvements to the effectiveness of the ISMS;
 - 5.2.2 updates to the risk assessments;
 - 5.2.3 proposed modifications to respond to events that may impact on the ISMS including the security incident management process, incident response plans and general procedures and controls that affect information security; and
 - 5.2.4 suggested improvements in measuring the effectiveness of controls.
- 5.3 Subject to paragraph 5.4 of this Schedule 9 , any change which the Supplier proposes to make to the ISMS or Security Management Plan (as a result of a review carried out pursuant to paragraph 5.1 of this Schedule 9 , a Customer request, a change to Annex 1 (Security Policy to this Schedule 9) or otherwise) shall be subject to the Variation Procedure and shall not be implemented until Approved in writing by the Customer.
- 5.4 The Customer may, where it is reasonable to do so, Approve and require changes or amendments to the ISMS or Security Management Plan to be implemented on timescales faster than set out in the Variation Procedure but, without prejudice to their effectiveness, all such changes and amendments shall thereafter be subject to the Variation Procedure for the purposes of formalising and documenting the relevant change or amendment for the purposes of this Contract.

6. SECURITY TESTING

- 6.1 The Supplier shall conduct Security Tests from time to time (and at least annually across the scope of the ISMS) and additionally after any change or amendment to the ISMS (including security incident management processes and incident response plans) or the Security Management Plan. Security Tests shall be designed and implemented by the Supplier so as to minimise the impact on the delivery of the Goods and/or Services and the date, timing, content and conduct of such Security Tests shall be agreed in advance with the Customer. Subject to compliance by the Supplier with the foregoing requirements, if any Security Tests adversely affect the Supplier's ability to deliver the Goods and/or Services so as

to meet the Service Level Performance Measures, the Supplier shall be granted relief against any resultant under-performance for the period of the Security Tests.

- 6.2 The Customer shall be entitled to send a representative to witness the conduct of the Security Tests. The Supplier shall provide the Customer with the results of such Security Tests (in a form approved by the Customer in advance) as soon as practicable after completion of each Security Test.
- 6.3 Without prejudice to any other right of audit or access granted to the Customer pursuant to this Contract, the Customer and/or its authorised representatives shall be entitled, at any time upon giving reasonable notice to the Supplier, to carry out such tests (including penetration tests) as it may deem necessary in relation to the ISMS and the Supplier's compliance with the ISMS and the Security Management Plan. The Customer may notify the Supplier of the results of such tests after completion of each such test. If any such Customer's test adversely affects the Supplier's ability to deliver the Goods and/or Services so as to meet the Target Performance Levels, the Supplier shall be granted relief against any resultant under-performance for the period of the Customer's test.
- 6.4 Where any Security Test carried out pursuant to paragraphs 6.2 or 6.3 of this Schedule 9 reveals any actual or potential Breach of Security or weaknesses (including un-patched vulnerabilities, poor configuration and/or incorrect system management), the Supplier shall promptly notify the Customer of any changes to the ISMS and to the Security Management Plan (and the implementation thereof) which the Supplier proposes to make in order to correct such failure or weakness. Subject to the Customer's prior written Approval, the Supplier shall implement such changes to the ISMS and the Security Management Plan and repeat the relevant Security Tests in accordance with the timetable agreed with the Customer or, otherwise, as soon as reasonably possible. For the avoidance of doubt, where the change to the ISMS or Security Management Plan is to address a non-compliance with the Security Policy or security requirements (as set out in Annex 1 (Security Policy) to this Schedule 9) or the requirements of this Schedule 9, the changes to the ISMS or Security Management Plan shall be at no cost to the Customer.
- 6.5 If any repeat Security Test carried out pursuant to paragraph 6.4 of this Schedule 9 reveals an actual or potential Breach of Security exploiting the same root cause failure, such circumstance shall constitute a material Default of this Contract.

7. ISMS COMPLIANCE

- 7.1 The Customer shall be entitled to carry out such security audits as it may reasonably deem necessary in order to ensure that the ISMS maintains compliance with the principles and practices of ISO 27001 and/or the Security Policy.
- 7.2 If, on the basis of evidence provided by such security audits, it is the Customer's reasonable opinion that compliance with the principles and practices of ISO/IEC 27001 and/or the Security Policy are not being achieved by the Supplier, then the Customer shall notify the Supplier of the same and give the Supplier a reasonable time (having regard to the extent and criticality of any non-compliance and any other relevant circumstances) to implement and remedy. If the Supplier does not become compliant within the required time then the Customer shall have the right to obtain an independent audit against these standards in whole or in part.

- 7.3 If, as a result of any such independent audit as described in paragraph 7.2 of this Schedule 9 the Supplier is found to be non-compliant with the principles and practices of ISO/IEC 27001 and/or the Security Policy then the Supplier shall, at its own expense, undertake those actions required in order to achieve the necessary compliance and shall reimburse in full the costs incurred by the Customer in obtaining such audit.

8. BREACH OF SECURITY

- 8.1 Either Party shall notify the other in accordance with the agreed security incident management process as defined by the ISMS upon becoming aware of an Breach of Security or any potential or attempted Breach of Security.

- 8.2 Without prejudice to the security incident management process, upon becoming aware of any of the circumstances referred to in paragraph 8.1 of this Schedule 9, the Supplier shall:

- 8.2.1 immediately take all reasonable steps (which shall include any action or changes reasonably required by the Customer) necessary to:

- (a) minimise the extent of actual or potential harm caused by any Breach of Security;
- (b) remedy such Breach of Security or any potential or attempted Breach of Security in order to protect the integrity of the Customer Property and/or Customer Assets and/or ISMS to the extent that this is within the Supplier's control;
- (c) apply a tested mitigation against any such Breach of Security or attempted Breach of Security and provided that reasonable testing has been undertaken by the Supplier, if the mitigation adversely affects the Supplier's ability to provide the Goods and/or Services so as to meet the relevant Service Level Performance Measures, the Supplier shall be granted relief against any resultant under-performance for such period as the Customer, acting reasonably, may specify by written notice to the Supplier;
- (d) prevent a further Breach of Security or any potential or attempted Breach of Security in the future exploiting the same root cause failure;
- (e) supply any requested data to the Customer (or the Computer Emergency Response Team for UK Government ("GovCertUK")) on the Customer's request within two (2) Working Days and without charge (where such requests are reasonably related to a possible incident or compromise); and
- (f) as soon as reasonably practicable provide to the Customer full details (using the reporting mechanism defined by the ISMS) of the Breach of Security or the potential or attempted Breach of Security, including a root cause analysis where required by the Customer.

8.3 In the event that any action is taken in response to a Breach of Security or potential or attempted Breach of Security that demonstrates non-compliance of the ISMS with the Security Policy or the requirements of this Schedule 9 , then any required change to the ISMS shall be at no cost to the Customer.

ANNEX 1: SECURITY POLICY

ANNEX 2: SECURITY MANAGEMENT PLAN