SHORT FORM CONTRACT FOR THE SUPPLY OF GOODS AND/OR SERVICES

I. Index

Order Form

1. Contract Reference	C347178	
2. Buyer	Secretary of State for Health and Social Care 39 Victoria Street, Westminster, London, SW1H 0EU In entering into this Contract, the Buyer is acting as part of the Crown and the Supplier shall be treated as contracting with the Crown as a whole.	
3. Supplier	Brovanture Limited The White House 2 Meadrow Godalming Surrey England GU7 3HN Company number: 05582633	
4. The Contract	This Contract between the Buyer and the Supplier is for the supply of Deliverables. The Supplier shall supply the Deliverables described below on the terms set out in this Order Form and the attached contract conditions ("**Conditions**"). Unless the context otherwise requires, capitalised expressions used in this Order Form have the same meanings as in the Conditions. ***Guidance: 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.***	
5. Deliverables	**Goods**	None
	Services	The services to be provided by the supplier are: Hosting, Maintenance and Services contract for DHSC's Financial Consolidation System as detailed in Annexes 2 and 4.

The Services outlined below:

Responsibility	Description	Start Date	End Date
DHSC/Brovanture	Signing the contract	01/04/2025	09/04/2025
DHSC/Brovanture	New contract	01/04/2025	31/03/2028
Brovanture	System build – this may include AD Azure implementation*	01/04/2025	30/04/2025
Brovanture	Data Transfer and Brovanture checks	01/05/2025	09/05/2025
Brovanture	Training for the Hyperion Team	05/05/2025	09/05/2025
DHSC	Reconciliations - Historic applications (UAT and PROD)	12/05/2025	23/05/2025
DHSC	System functional testing (UAT and PROD)	12/05/2025	18/07/2025
DHSC	Parallel run – 2024-25-month 12 DRAFT	12/05/2025	18/07/2025
DHSC	Sign off and move to the New System*		21/07/2025
DHSC/Brovanture	Post implementation review / data clearance from legacy system	22/07/2025	20/09/2025

Performance of the Service

The Supplier shall provide the Buyer with the following performance monitoring reports:

- Implementation Plan
- Exit and Offboarding Plan
- Milestone Plan

		- Business Continuity and Disaster Recovery Plan
6. Specification	The specification of the Deliverables is as set out in Annex 2 – Specification and in the Supplier's tender as set out in Annex 4 – Supplier Tender.	
7. Start Date	01/04/2025	
8. Expiry Date	31/03/2028	
9. Extension & Termination Periods	**<u>Extension Period</u>** The Buyer may extend the Contract for a period of up to 2 x 12 Months by giving not less than 30 Days' notice in writing to the Supplier prior to the Expiry Date. The Conditions of the Contract shall apply throughout any such extended period. Initial Contract Term: 01/04/2025 to 31/03/2028 Optional Extension Period: 01/04/2028 to 31/03/2029, and 01/04/2029 to 31/03/2030 **<u>Termination Period</u>** 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 from the date of written notice for undisputed sums (as per clauses 11.3 and 11.4). 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 (as per clause 11.6).	
10. Buyer Cause	Any Material Breach of the obligations of the Buyer or any other default, act, omission, negligence or statement of the Buyer, of its employees, servants, 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.	
11. Optional Intellectual Property Rights ("IPR") Clauses	***Not applicable***	
12. Charges	The Charges for the Deliverables shall be as set out in Annex 3 – Charges.	

13. Payment	Payment of undisputed invoices will be made within 30 days of receipt of invoice, which must be submitted promptly by the Supplier. The payment profile for this contract is Fixed Price, to be paid quarterly in advance. All invoices must be sent, quoting a valid Purchase Order Number (PO Number) and any other relevant details, [redacted] Invoice address: [redacted] With of receipt of your countersigned copy of this Order Form, we will send you a unique PO Number. You must be in receipt of a valid PO Number before submitting an invoice. To avoid delay in payment it is important that the invoice is compliant and that it includes a valid PO Number, item number (if applicable) and the details (name, email, and telephone number) of your Buyer contact (i.e. Buyer Authorised Representative). Non-compliant invoices may be sent back to you, which may lead to a delay in payment. If you have a query regarding an outstanding payment please contact our Accounts Payable team either by email to: [redacted]
14. Data Protection Liability Cap	In accordance with clause 12.6 of the Conditions, the Supplier's total aggregate liability under clause 14.7.5 of the Conditions is no more than the Data Protection Liability Cap, being £500,000.
15. Progress Meetings and Progress Reports	• The Supplier shall attend progress meetings with the Buyer every quarter. • The Supplier shall provide the Buyer with progress reports every quarter.
16. Buyer Authorised Representative(s)	For general liaison your contact will continue to be [redacted]

17. Supplier Authorised Representative(s)	For general liaison your contact will continue to be [redacted]
18. Address for notices	[redacted]
19. Key Staff	[redacted]
20. Procedures and Policies	N/A
21. Special Terms	**Modern Slavery:** A new clause is inserted into clause 13 of the Conditions (Obeying the law): The Supplier shall comply with any request by the Buyer to complete the Modern Slavery Assessment Tool, which can be which can be found online at: https://supplierregistration.cabinetoffice.gov.uk/msat, within sixty (60) days of such request. **Quality Standards:** ISO9001 (Quality Management), **Technical and Assurance Standards:** Cyber Essentials ISO 27001 (Information Security)
22. Incorporated Terms	The following documents are incorporated into the Contract. If there is any conflict, the following order of precedence applies:

	(a) This Order Form (b) Any Special Terms (see row 21 (Special Terms) in this Order Form) (c) The following Annexes in equal order of precedence: i. Annex 1 – Processing Personal Data ii. Annex 2 – Specification iii. Annex 3 – Charges iv. Annex 4 – Supplier Tender, unless any part of the Tender offers a better commercial position for the Buyer (as decided by the Buyer, in its absolute discretion), in which case that part of the Tender will take precedence over the documents above.

[redacted]

II. Short form Terms ("Conditions")

1 DEFINITIONS USED IN THE CONTRACT

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

"Affiliates"	in relation to a body corporate, any other entity which directly or indirectly Controls (in either of the senses defined in sections 450 and 1124 of the Corporation Tax Act 2010 and "**Controlled**" shall be construed accordingly), is Controlled by, or is under direct or indirect common Control of that body corporate from time to time;
"Audit"	the Buyer's right to: (a) verify the accuracy of the Charges and any other amounts payable by the Buyer under the Contract (including proposed or actual variations to them in accordance with the Contract); (b) verify the costs of the Supplier (including the costs of all Subcontractors and any third party suppliers) in connection with the provision of the Deliverables; (c) verify the Supplier's and each Subcontractor's compliance with the applicable Law; (d) identify or investigate actual or suspected breach of clauses 4 to 34 (inclusive), impropriety or accounting mistakes or any breach or threatened breach of security and in these circumstances the Buyer shall have no obligation to inform the Supplier of the purpose or objective of its investigations; (e) identify or investigate any circumstances which may impact upon the financial stability of the Supplier and/or any Subcontractors or their ability to provide the Deliverables; (f) obtain such information as is necessary to fulfil the Buyer's obligations to supply information for parliamentary, ministerial, judicial or administrative purposes including the supply of information to the Comptroller and Auditor General; (g) review any books of account and the internal contract management accounts kept by the Supplier in connection with the Contract; (h) carry out the Buyer's internal and statutory audits and to prepare, examine and/or certify the Buyer's annual and interim reports and accounts;

	(i) enable the National Audit Office to carry out an examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Buyer has used its resources;
"Beneficiary"	A Party having (or claiming to have) the benefit of an indemnity under this Contract;
"Buyer Cause"	has the meaning given to it in the Order Form;
"Buyer"	the person named as Buyer in the Order Form. Where the Buyer is a Crown Body the Supplier shall be treated as contracting with the Crown as a whole;
"Charges"	the charges for the Deliverables as specified in the Order Form;
"Claim"	any claim which it appears that the Buyer is, or may become, entitled to indemnification under this Contract;
"Conditions"	means these short form terms and conditions of contract;
"Confidential Information"	all information, whether written or oral (however recorded), provided by the disclosing Party to the receiving Party and which (a) is known by the receiving Party to be confidential; (b) is marked as or stated to be confidential; or (c) ought reasonably to be considered by the receiving Party to be confidential;
"Conflict of Interest"	a conflict between the financial or personal duties of the Supplier or the Supplier Staff and the duties owed to the Buyer under the Contract, in the reasonable opinion of the Buyer;
"Contract"	the contract between the Buyer and the Supplier which is created by the Supplier's counter signing the Order Form and includes the cover letter (if used), Order Form, these Conditions and the Annexes;
"Controller"	has the meaning given to it in the UK GDPR or the EU GDPR as the context requires;
"Crown Body"	the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Government and the Welsh Government), 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 Loss Event"	any event that results, or may result, in unauthorised access to Personal Data held by the Processor under this Contract, and/or actual or potential loss and/or destruction of Personal Data in breach of this Contract, including any Personal Data Breach;
"Data Protection Impact Assessment"	an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data;
"Data Protection Legislation"	(a) the UK GDPR, (b) the DPA 2018; (c) all applicable Law about the processing of personal data and privacy and guidance issued by the Information Commissioner and other regulatory authority; and (d) (to the extent that it applies) the EU GDPR (and in the event of conflict, the UK GDPR shall apply);
"Data Protection Liability Cap"	has the meaning given to it in row 14 of the Order Form;
"Data Protection Officer"	has the meaning given to it in the UK GDPR or the EU GDPR as the context requires;
"Data Subject Access Request"	a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data;
"Data Subject"	has the meaning given to it in the UK GDPR or the EU GDPR as the context requires;
"Deliver"	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 stacking and any other specific arrangements agreed in accordance with clause 4.2. "Delivered" and "Delivery" shall be construed accordingly;
"Deliverables"	means the Goods, Services, and/or software to be supplied under the Contract as set out in the Order Form;
"DPA 2018"	the Data Protection Act 2018;
"EU GDPR"	Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of

	personal data and on the free movement of such data (General Data Protection Regulation) as it has effect in EU law;
"Existing IPR"	any and all intellectual property rights that are owned by or licensed to either Party and which have been developed independently of the Contract (whether prior to the date of the Contract or otherwise);
"Expiry Date"	the date for expiry of the Contract as set out in the Order Form;
"FOIA"	the Freedom of Information Act 2000 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation;
"Force Majeure Event"	any event, circumstance, matter or cause affecting the performance by either the Buyer or the Supplier of its obligations arising from: (a) acts, events, omissions, happenings or non-happenings beyond the reasonable control of the Party seeking to claim relief in respect of a Force Majeure Event (the "**Affected Party**") which prevent or materially delay the Affected Party from performing its obligations under the Contract; (b) riots, civil commotion, war or armed conflict, acts of terrorism, nuclear, biological or chemical warfare; (c) acts of a Crown Body, local government or regulatory bodies; (d) fire, flood or any disaster; or (e) an industrial dispute affecting a third party for which a substitute third party is not reasonably available but excluding: (a) any industrial dispute relating to the Supplier, the Supplier Staff (including any subsets of them) or any other failure in the Supplier or the Subcontractor's supply chain; (b) 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 (c) any failure of delay caused by a lack of funds, and which is not attributable to any wilful act, neglect or failure to take reasonable preventative action by that Party;
"Good Industry Practice"	standards, practices, methods and procedures conforming to the Law and the exercise of the degree of skill and care, diligence, prudence and foresight which

	would reasonably and ordinarily be expected from a skilled and experienced person or body engaged within the relevant industry or business sector;
"Goods"	the goods to be supplied by the Supplier to the Buyer under the Contract;
"Government Data"	(a) the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, including any of the 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;
"Indemnifier"	a Party from whom an indemnity is sought under this Contract;
"Independent Controller"	a party which is Controller of the same Personal Data as the other Party and there is no element of joint control with regards to that Personal Data;
"Information Commissioner"	the UK's independent authority which deals with ensuring information relating to rights in the public interest and data privacy for individuals is met, whilst promoting openness by public bodies;
"Insolvency Event"	in respect of a person: (a) if that person is insolvent; (b) where that person is a company, LLP or a partnership, if an order is made or a resolution is passed for the winding up of the person (other than voluntarily for the purpose of solvent amalgamation or reconstruction); (c) if an administrator or administrative receiver is appointed in respect of the whole or any part of the person's assets or business; (d) if the person makes any composition with its creditors; or (e) 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;
"IP Completion Day"	has the meaning given to it in the European Union (Withdrawal Agreement) Act 2020;
"Joint Controller Agreement"	the agreement (if any) entered into between the Buyer and the Supplier substantially in the form set out in Part B Joint Controller Agreement *(Optional)* of Annex 1 – Processing Personal Data;

“Joint Controllers”	Where two or more Controllers jointly determine the purposes and means of processing;
“Key Staff”	any persons specified as such in the Order Form or otherwise notified as such by the Buyer to the Supplier in writing, following agreement to the same by the Supplier;
“Law”	any law, subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978, bye-law, right within the meaning of the European Union (Withdrawal) Act 2018 as amended by European Union (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;
“Material Breach”	a single serious breach or a number of breaches or repeated breaches (whether of the same or different obligations and regardless of whether such breaches are remedied)
“National Insurance”	contributions required by the Social Security Contributions and Benefits Act 1992 and made in accordance with the Social Security (Contributions) Regulations 2001 (SI 2001/1004);
“New IPR Items”	means a deliverable, document, product or other item within which New IPR subsists;
“New IPR”	all and intellectual property rights in any materials created or developed by or on behalf of the Supplier pursuant to the Contract but shall not include the Supplier's Existing IPR;
“Open Licence”	means any material that is published for use, with rights to access and modify, by any person for free, under a generally recognised open licence including Open Government Licence as set out at http://www.nationalarchives.gov.uk/doc/open-government-licence/version/3/ as updated from time to time and the Open Standards Principles documented at https://www.gov.uk/government/publications/open-standards-principles/open-standards-principles as updated from time to time;
“Order Form”	the order form signed by the Buyer and the Supplier printed above these Conditions;
“Party”	the Supplier or the Buyer (as appropriate) and “Parties” shall mean both of them;

"Personal Data Breach"	has the meaning given to it in the UK GDPR or the EU GDPR as the context requires and includes any breach of Data Protection Legislation relevant to Personal Data processed pursuant to the Contract;
"Personal Data"	has the meaning given to it in the UK GDPR or the EU GDPR as the context requires;
"Prescribed Person"	a legal adviser, an MP or an appropriate body which a whistle-blower may make a disclosure to as detailed in 'Whistleblowing: list of prescribed people and bodies', 24 November 2016, available online at: https://www.gov.uk/government/publications/blowing-the-whistle-list-of-prescribed-people-and-bodies--2/whistleblowing-list-of-prescribed-people-and-bodies as updated from time to time;
"Processor Personnel"	all directors, officers, employees, agents, consultants and suppliers of the Processor and/or of any Subprocessor engaged in the performance of its obligations under the Contract;
"Processor"	has the meaning given to it in the UK GDPR or the EU GDPR as the context requires;
"Protective Measures"	technical and organisational measures which must take account of: (a) the nature of the data to be protected; (b) harm that might result from Data Loss Event; (c) state of technological development; (d) the cost of implementing any measures; including pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it;
"Purchase Order Number" or "PO Number"	the Buyer's unique number relating to the order for Deliverables to be supplied by the Supplier to the Buyer in accordance with the Contract;
"Rectification Plan"	the Supplier's plan (or revised plan) to rectify its Material Breach which shall include: (a) full details of the Material Breach that has occurred, including a root cause analysis;

	(b) the actual or anticipated effect of the Material Breach; and (c) the steps which the Supplier proposes to take to rectify the Material Breach (if applicable) and to prevent such Material Breach from recurring, including timescales for such steps and for the rectification of the Material Breach (where applicable);
"Regulations"	the Public Contracts Regulations 2015 and/or the Public Contracts (Scotland) Regulations 2015 (as the context requires) as amended from time to time;
"Request For Information"	has the meaning set out in the FOIA or the Environmental Information Regulations 2004 as relevant (where the meaning set out for the term "**request**" shall apply);
"Services"	the services to be supplied by the Supplier to the Buyer under the Contract;
"Specification"	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 Order Form;
"Staff Vetting Procedures"	vetting procedures that accord with Good Industry Practice or, where applicable, the Buyer's procedures or policies for the vetting of personnel as specified in the Order Form or provided to the Supplier in writing following agreement to the same by the Supplier from time to time;
"Start Date"	the start date of the Contract set out in the Order Form;
"Sub-Contract"	any contract or agreement (or proposed contract or agreement), other than the Contract, pursuant to which a third party: (a) provides the Deliverables (or any part of them); (b) provides facilities or services necessary for the provision of the Deliverables (or any part of them); and/or (c) is responsible for the management, direction or control of the provision of the Deliverables (or any part of them);
"Subcontractor"	any person other than the Supplier, who is a party to a Sub-Contract and the servants or agents of that person;
"Subprocessor"	any third party appointed to process Personal Data on behalf of the Processor related to the Contract;
"Supplier Staff"	all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any Subcontractor of the Supplier engaged in the performance of the Supplier's obligations under the Contract;

"Supplier"	the person named as Supplier in the Order Form;
"Term"	the period from the Start Date to the Expiry Date as such period may be extended in accordance with clause 11.2 or terminated in accordance with the Contract;
"Third Party IPR"	intellectual property rights owned by a third party which is or will be used by the Supplier for the purpose of providing the Deliverables;
"Transparency Information"	In relation to Contracts with a value above the relevant threshold set out in Part 2 of the Regulations only, the content of the Contract, including any changes to this Contract agreed from time to time, as well as any information relating to the Deliverables and performance pursuant to the Contract required to be published by the Buyer to comply with its transparency obligations, including those set out in Public Procurement Policy Note 09/21 (update to legal and policy requirements to publish procurement information on Contracts Finder) (https://www.gov.uk/government/publications/ppn-0921-requirements-to-publish-on-contracts-finder) as updated from time to time and Public Procurement Policy Note 01/17 (update to transparency principles) where applicable (https://www.gov.uk/government/publications/procurement-policy-note-0117-update-to-transparency-principles) as updated from time to time except for: (a) any information which is exempt from disclosure in accordance with the provisions of the FOIA, which shall be determined by the Buyer; and (b) Confidential Information;
"UK GDPR"	has the meaning as set out in section 3(10) of the DPA 2018, supplemented by section 205(4);
"VAT"	value added tax in accordance with the provisions of the Value Added Tax Act 1994;
"Worker"	any one of the Supplier Staff which the Buyer, in its reasonable opinion, considers is an individual to which Procurement Policy Note 08/15 (Tax Arrangements of Public Appointees) (https://www.gov.uk/government/publications/procurement-policynote-0815-tax-arrangements-of-appointees)as updated from time to time applies in respect of the Deliverables; and
"Working Day"	a day (other than a Saturday or Sunday) on which banks are open for business in the City of London.

2 UNDERSTANDING THE CONTRACT

2.1 In the Contract, unless the context otherwise requires:

2.1.1 references to numbered clauses are references to the relevant clause in these Conditions;

2.1.2 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;

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

2.1.4 a reference to any Law includes a reference to that Law as amended, extended, consolidated, replaced or re-enacted from time to time (including as a consequence of the Retained EU Law (Revocation and Reform) Act) and to any legislation or byelaw made under that Law;

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

2.1.6 any reference which, immediately before IP Completion Day (or such later date when relevant EU law ceases to have effect pursuant to section 1A of the European Union (Withdrawal) Act 2018), is a reference to (as it has effect from time to time) any EU regulation, EU decision, EU tertiary legislation or provision of the EEA agreement ("**EU References**") which is to form part of domestic law by application of section 3 of the European Union (Withdrawal) Act 2018 and which shall be read on and after IP Completion Day as a reference to the EU References as they form part of domestic law by virtue of section 3 of the European Union (Withdrawal) Act 2018 as modified by domestic law from time to time.

3 HOW THE CONTRACT WORKS

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 The Supplier warrants and represents that its tender (if any) and all statements made and documents submitted as part of the procurement of Deliverables are and remain true and accurate.

4 WHAT NEEDS TO BE DELIVERED

4.1 All Deliverables

4.1.1 The Supplier must provide Deliverables:

4.1.1.1 in accordance with the Specification, the tender in [Annex 4 – Supplier Tender] *)* (where applicable) and the Contract;

4.1.1.2 using reasonable skill and care;

4.1.1.3 using Good Industry Practice;

4.1.1.4 using its own policies, processes and internal quality control measures as long as they don't conflict with the Contract;

4.1.1.5 on the dates agreed; and

4.1.1.6 that comply with all Law.

4.1.2 The Supplier must provide Deliverables with a warranty of at least 90 days (or longer where the Supplier offers a longer warranty period to its Buyers) from Delivery against all obvious defects.

4.2 Goods clauses

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

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

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

4.2.4 The Supplier warrants that it has full and unrestricted ownership of the Goods at the time of transfer of ownership.

4.2.5 The Supplier must Deliver the Goods on the date and to the location specified in the Order Form, during the Buyer's working hours (unless otherwise specified in the Order Form).

4.2.6 The Supplier must provide sufficient packaging for the Goods to reach the point of Delivery safely and undamaged.

4.2.7 All deliveries must have a delivery note attached that specifies the order number, type and quantity of Goods.

4.2.8 The Supplier must provide all tools, information and instructions the Buyer needs to make use of the Goods.

4.2.9 The Supplier will notify the Buyer 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.

4.2.10 The Buyer can cancel any order or part order of Goods which has not been Delivered. If the Buyer gives less than 14 days' notice then it will pay the Supplier's reasonable and proven costs already incurred on the cancelled order as long as the Supplier takes all reasonable endeavours to minimise these costs.

4.2.11 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 clause 4.2. If the Supplier doesn't do this it will pay the Buyer's costs including repair or re-supply by a third party.

4.2.12 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 other wrongful act of the Buyer or its servant or agent. 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 Subcontractors or Supplier Staff.

4.3 Services clauses

4.3.1 Late Delivery of the Services will be a default of the Contract.

4.3.2 The Supplier must co-operate with the Buyer and third party suppliers on all aspects connected with the delivery of the Services and ensure that Supplier Staff comply with any reasonable instructions including the security requirements (where any such requirements have been provided).

4.3.3 The Buyer must provide the Supplier with reasonable access to its premises at reasonable times for the purpose of supplying the Services

4.3.4 The Supplier must at its own risk and expense provide all equipment required to deliver the Services. 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.

4.3.5 The Supplier must allocate sufficient resources and appropriate expertise to the Contract.

4.3.6 The Supplier must take all reasonable care to ensure performance does not disrupt the Buyer's operations, employees or other contractors.

4.3.7 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.

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

4.3.9 The Buyer is entitled to withhold payment for partially or undelivered Services, but doing so does not stop it from using its other rights under the Contract.

5 PRICING AND PAYMENTS

5.1 In exchange for the Deliverables, the Supplier must invoice the Buyer for the charges in the Order Form.

5.2 All Charges:

5.2.1 exclude VAT, which is payable on provision of a valid VAT invoice; and

5.2.2 include all costs and expenses 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 stated in the invoice or in the Order Form.

5.4 A Supplier invoice is only valid if it:

5.4.1 includes all appropriate references including the Purchase Order Number and other details reasonably requested by the Buyer; and

5.4.2 includes a detailed breakdown of Deliverables which have been delivered.

5.5 If there is a dispute between the Parties as to the amount invoiced, the Buyer shall pay the undisputed amount. The Supplier shall not suspend the provision of the Deliverables unless the Supplier is entitled to terminate the Contract for a failure to pay undisputed sums in accordance with clause 11.6. Any disputed amounts shall be resolved through the dispute resolution procedure detailed in clause 36.

5.6 The Buyer may retain or set-off payment of any amount owed to it by the Supplier under this Contract or any other agreement between the Supplier and the Buyer if notice and reasons are provided.

5.7 The Supplier must ensure that all Subcontractors 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.

6 THE BUYER'S OBLIGATIONS TO THE SUPPLIER

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

6.1.1 the Buyer cannot terminate the Contract under clause 11;

6.1.2 the Supplier is entitled to reasonable and proven additional expenses and to relief from liability under this Contract;

6.1.3 the Supplier is entitled to additional time needed to deliver the Deliverables; and

6.1.4 the Supplier cannot suspend the ongoing supply of Deliverables.

6.2 Clause 6.1 only applies if the Supplier:

6.2.1 gives notice to the Buyer within 10 Working Days of becoming aware;

6.2.2 demonstrates that the failure only happened because of the Buyer Cause; and

6.2.3 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 7 years after the date of expiry or termination of the Contract and in accordance with the UK GDPR or the EU GDPR as the context requires.

7.3 The Supplier must allow any auditor appointed by the Buyer access to its premises to verify all contract accounts and records of everything to do with the Contract and provide copies for the Audit.

7.4 The Buyer or an auditor can Audit the Supplier.

7.5 During an Audit, the Supplier must provide information to the auditor and reasonable co-operation at their request.

7.6 The Parties will bear their own costs when an Audit is undertaken unless the Audit identifies a Material Breach by the Supplier, in which case the Supplier will repay the Buyer's reasonable costs in connection with the Audit.

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

7.7.1 tell the Buyer and give reasons;

7.7.2 propose corrective action; and

7.7.3 provide a deadline for completing the corrective action.

7.8 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:

7.8.1 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 demand; and

7.8.2 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 such date as the Buyer notifies) and the consequences of termination in Clause 11.5.1 shall apply.

7.9 If there is a Material Breach, the Supplier must notify the Buyer within 3 Working Days of the Supplier becoming aware of the Material Breach. The Buyer may request that the Supplier provide a Rectification Plan within 10 Working Days of the Buyer's request alongside any additional documentation that the Buyer requires. Once such Rectification Plan is agreed between the Parties (without the Buyer limiting its rights) the Supplier must immediately start work on the actions in the Rectification Plan at its own cost.

8 SUPPLIER STAFF

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

8.1.1 be appropriately trained and qualified;

8.1.2 be vetted in accordance with the Staff Vetting Procedures; and

8.1.3 comply with all conduct requirements when on the Buyer's premises.

8.2 Where the Buyer decides one of the Supplier's Staff isn't suitable to work on the Contract, the Supplier must replace them with a suitably qualified alternative.

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

8.4 The Supplier indemnifies the Buyer against all claims brought by any person employed or engaged by the Supplier caused by an act or omission of the Supplier or any Supplier Staff.

8.5 The Buyer indemnifies the Supplier against all claims brought by any person employed or engaged by the Buyer caused by an act or omission of the Buyer or any of the Buyer's employees, agents, consultants and contractors.

8.6 The Supplier shall use those persons nominated (if any) as Key Staff in the Order Form or otherwise notified as such by the Buyer to the Supplier in writing, following agreement to the same by the Supplier to provide the Deliverables and shall not remove or replace any of them unless:

8.6.1 requested to do so by the Buyer or the Buyer approves such removal or replacement (not to be unreasonably withheld or delayed);

8.6.2 the person concerned resigns, retires or dies or is on parental or long-term sick leave; or

8.6.3 the person's employment or contractual arrangement with the Supplier or any Subcontractor is terminated for material breach of contract by the employee.

8.7 The Supplier shall ensure that no person who discloses that they have a conviction that is relevant to the nature of the Contract, relevant to the work of the 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.

9 RIGHTS AND PROTECTION

9.1 The Supplier warrants and represents that:

9.1.1 it has full capacity and authority to enter into and to perform the Contract;

9.1.2 the Contract is entered into by its authorised representative;

9.1.3 it is a legally valid and existing organisation incorporated in the place it was formed;

9.1.4 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;

9.1.5 all necessary rights, authorisations, licences and consents (including in relation to IPRs) are in place to enable the Supplier to perform its obligations under the Contract and the Buyer to receive the Deliverables;

9.1.6 it doesn't have any contractual obligations which are likely to have a material adverse effect on its ability to perform the Contract; and

9.1.7 it is not impacted by an Insolvency Event.

9.2 The warranties and representations in clause 3.3 and 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:

9.3.1 wilful misconduct of the Supplier, any of its Subcontractor and/or Supplier Staff that impacts the Contract; and

9.3.2 non-payment by the Supplier of any tax or National Insurance.

9.4 If the Supplier becomes aware of a representation or warranty made in relation to the Contract that becomes untrue or misleading, it must immediately notify the Buyer.

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

10 INTELLECTUAL PROPERTY RIGHTS ("IPRS")

10.1 Each Party keeps ownership of its own Existing IPRs. The Supplier gives the Buyer a non-exclusive, perpetual, royalty-free, irrevocable, transferable, sub-licensable worldwide licence to use, copy and adapt the Supplier's Existing IPR to enable the Buyer and its sub-licensees to both:

10.1.1 receive and use the Deliverables; and

10.1.2 use the New IPR.

The termination or expiry of the Contract does not terminate any licence granted under this clause 10.

10.2 Any New IPR created under the Contract is owned by the Buyer. The Buyer gives the Supplier a royalty-free, non-exclusive, non-transferable licence to use, copy, and adapt any Existing IPRs and the New IPR which the Supplier reasonably requires for the purpose of fulfilling its obligations during the Term and commercially exploiting the New IPR developed under the Contract. This licence is sub-licensable to a Subcontractor for the purpose of enabling the Supplier to fulfil its obligations under the Contract, and in that case the Subcontractor must enter into a confidentiality undertaking with the Supplier on the same terms as set out in clause 15 (What you must keep confidential).

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

10.4 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.

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

10.6 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, the supply or use of the Deliverables (an "**IPR Claim**"), then the Supplier indemnifies the Buyer against all losses, damages, costs or expenses (including professional fees and fines) incurred as a result of the IPR Claim.

10.7 If an IPR Claim is made or anticipated, the Supplier must at its own option and expense, either:

10.7.1 obtain for the Buyer the rights in clause 10.1 without infringing any third party intellectual property rights; and

10.7.2 replace or modify the relevant item with substitutes that don't infringe intellectual property rights without adversely affecting the functionality or performance of the Deliverables.

10.7.3 If the Supplier is not able to resolve the IPR Claim to the Buyer's reasonable satisfaction within a reasonable time, the Buyer may give written notice that it terminates the Contract from the date set out in the notice, or where no date is given in the notice, the date of the notice. On termination, the consequences of termination in clauses 11.5.1 shall apply.

10.8 The Supplier shall not use in the Delivery of the Deliverables any Third Party IPR unless:

10.8.1 the Buyer gives its approval to do so; and

10.8.2 one of the following conditions applies:

10.8.2.1 the owner or an authorised licensor of the relevant Third Party IPR has granted the Buyer a direct licence that provides the Buyer with the rights in clause 10.1; or

10.8.2.2 if the Supplier cannot, after commercially reasonable endeavours, obtain for the Buyer a direct licence to the Third Party IPR as set out in clause 10.8.2.1:

(a) the Supplier provides the Buyer with details of the licence terms it can obtain and the identity of those licensors;

(b) the Buyer agrees to those licence terms; and

(c) the owner or authorised licensor of the Third Party IPR grants a direct licence to the Buyer on those terms; or

10.8.2.3 the Buyer approves in writing, with reference to the acts authorised and the specific intellectual property rights involved.

10.9 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

11.3.1 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 it's terminated clause 11.6.2 applies.

11.4 When the Buyer can end the Contract

11.4.1 If any of the following events happen, the Buyer has the right to immediately terminate its Contract by issuing a termination notice in writing to the Supplier and the consequences of termination in Clause 11.5.1 shall apply:

11.4.1.1 there's a Supplier Insolvency Event;

11.4.1.2 the Supplier is in Material Breach of the Contract;

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

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

11.4.1.5 the Supplier or its affiliates embarrass or bring the Buyer into disrepute or diminish the public trust in them; or

11.4.1.6 the Supplier fails to comply with its legal obligations in the fields of environmental, social, equality or employment Law when providing the Deliverables.

11.4.2 If any of the events in 73(1) (a) or (b) of the Regulations happen, the Buyer has the right to immediately terminate the Contract and clauses 11.5.1.2 to 11.5.1.7 apply.

11.5 What happens if the Contract ends

11.5.1 Where the Buyer terminates the Contract under clause 10.9, 11.4, 7.8.2, 28.4.2, or Paragraph 8 of Part B Joint Controller Agreement *(Optional)* of Annex 1 – Processing Personal Data (if used), all of the following apply:

11.5.1.1 the Supplier is responsible for the Buyer's reasonable costs of procuring replacement Deliverables for the rest of the term of the Contract;

11.5.1.2 the Buyer's payment obligations under the terminated Contract stop immediately;

11.5.1.3 accumulated rights of the Parties are not affected;

11.5.1.4 the Supplier must promptly delete or return the Government Data except where required to retain copies by Law;

11.5.1.5 the Supplier must promptly return any of the Buyer's property provided under the Contract;

11.5.1.6 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; and

11.5.1.7 the Supplier must repay to the Buyer all the Charges that it has been paid in advance for Deliverables that it has not provided as at the date of termination or expiry.

11.5.2 The following clauses survive the expiry or termination of the Contract: 1, 4.2.9, 5, 7, 8.4, 10, 11.5, 12, 14, 15, 16, 18, 19, 32.2.2, 36 and 37 and any clauses which are expressly or by implication intended to continue.

11.6 When the Supplier can end the Contract and what happens when the contract ends (Buyer and Supplier termination)

11.6.1 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.

11.6.2 Where the Buyer terminates the Contract in accordance with clause 11.3 or the Supplier terminates the Contract under clause 11.6 or 23.4:

11.6.2.1 the Buyer must promptly pay all outstanding charges incurred by the Supplier;

11.6.2.2 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

11.6.2.3 clauses 11.5.1.2 to 11.5.1.7 apply.

11.6.3 The Supplier also has the right to terminate the Contract in accordance with Clauses 20.3 and 23.4.

11.7 Partially ending and suspending the Contract

11.7.1 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.

11.7.2 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.

11.7.3 The Parties must agree (in accordance with clause 25) any necessary variation required by clause 11.7, but the Supplier may not either:

11.7.3.1 reject the variation; or

11.7.3.2 increase the Charges, except where the right to partial termination is under clause 11.3.

11.7.4 The Buyer can still use other rights available, or subsequently available to it if it acts on its rights under clause 11.7.

12 HOW MUCH YOU CAN BE HELD RESPONSIBLE FOR

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

12.2 No Party is liable to the other for:

12.2.1 any indirect losses; and/or

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

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

12.3.1 its liability for death or personal injury caused by its negligence, or that of its employees, agents or Subcontractors;

12.3.2 its liability for bribery or fraud or fraudulent misrepresentation by it or its employees; or

12.3.3 any liability that cannot be excluded or limited by Law.

12.4 In spite of clause 12.1, the Supplier does not limit or exclude its liability for any indemnity given under clauses 8.4, 9.3.2, 10.6, or 32.2.2.

12.5 In spite of clause 12.1, the Buyer does not limit or exclude its liability for any indemnity given under clause 8.5.

12.6 Notwithstanding clause 12.1, but subject to clauses 12.1 and 12.3, the Supplier's total aggregate liability under clause 14.7.5 shall not exceed the Data Protection Liability Cap.

12.7 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.

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

13 OBEYING THE LAW

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

13.1.1 is expected to meet and have its Subcontractors meet the standards set out in the Supplier Code of Conduct: (https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/1163536/Supplier_Code_of_Conduct_v3.pdff) as such Code of Conduct may be updated from time to time, and such other sustainability requirements as set out in the Order Form. The Buyer also expects to meet this Code of Conduct;

13.1.2 must comply with the provisions of the Official Secrets Acts 1911 to 1989 and section 182 of the Finance Act 1989;

13.1.3 must support the Buyer in fulfilling its Public Sector Equality duty under section 149 of the Equality Act 2010;

13.1.4 must comply with the model contract terms contained in (a) to (m) of Annex C of the guidance to PPN 02/23 (Tackling Modern Slavery in Government Supply Chains),[1] as such clauses may be amended or updated from time to time; and

13.1.5 meet the applicable Government Buying Standards applicable to Deliverables which can be found online at: https://www.gov.uk/government/collections/sustainable-procurement-the-government-buying-standards-gbs, as updated from time to time.

[1] https://www.gov.uk/government/publications/ppn-0223-tackling-modern-slavery-in-government-supply-chains

13.2 The Supplier indemnifies the Buyer against any 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 Law, clause 13.1 and clauses 27 to 34.

14 DATA PROTECTION AND SECURITY

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

14.2 The Supplier must make accessible back-ups of all Government Data, stored in an agreed off-site location and send the Buyer copies via secure encrypted method upon reasonable request.

14.3 The Supplier must ensure that any Supplier, Subcontractor, or Subprocessor system holding any Government Data, including back-up data, is a secure system that complies with the security requirements specified in the Order Form or otherwise in writing by the Buyer (where any such requirements have been provided).

14.4 If at any time the Supplier suspects or has reason to believe that the Government Data is corrupted, lost or sufficiently degraded, then the Supplier must immediately notify the Buyer and suggest remedial action.

14.5 If the Government Data is corrupted, lost or sufficiently degraded so as to be unusable the Buyer may either or both:

14.5.1 tell the Supplier to restore or get restored Government Data as soon as practical but no later than 5 Working Days from the date that the Buyer receives notice, or the Supplier finds out about the issue, whichever is earlier; and/or

14.5.2 restore the Government Data itself or using a third party.

14.6 The Supplier must pay each Party's reasonable costs of complying with clause 14.5 unless the Buyer is at fault.

14.7 The Supplier:

14.7.1 must provide the Buyer with all Government Data in an agreed format (provided it is secure and readable) within 10 Working Days of a written request;

14.7.2 must have documented processes to guarantee prompt availability of Government Data if the Supplier stops trading;

14.7.3 must securely destroy all storage media that has held Government Data at the end of life of that media using Good Industry Practice, other than in relation to Government Data which is owned or licenced by the Supplier or in respect of which the Parties are Independent Controllers or Joint Controllers;

14.7.4 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, other than in relation to Government Data which is owned or licenced by the Supplier or in respect of which the Parties are Independent Controllers or Joint Controllers; and

14.7.5 indemnifies the Buyer against any and all losses incurred if the Supplier breaches clause 14 or any Data Protection Legislation.

14.8 The Parties acknowledge that for the purposes of the Data Protection Legislation, the nature of the activity carried out by each of them in relation to their respective obligations under the Contract dictates the status of each party under the DPA 2018. A Party may act as:

14.8.1 "Controller" in respect of the other Party who is "Processor";

14.8.2 "Processor" in respect of the other Party who is "Controller";

14.8.3 "Joint Controller" with the other Party;

14.8.4 "Independent Controller" of the Personal Data where the other Party is also "Controller",

in respect of certain Personal Data under the Contract and shall specify in Part A Authorised Processing Template of Annex 1 – Processing Personal Data which scenario they think shall apply in each situation.

14.9 Where one Party is Controller and the other Party its Processor

14.9.1 Where a Party is a Processor, the only processing that the Processor is authorised to do is listed in Part A Authorised Processing Template of Annex 1 – Processing Personal Data by the Controller and may not be determined by the Processor. The term "processing" and any associated terms are to be read in accordance with Article 4 of the UK GDPR and EU GDPR (as applicable).

14.9.2 The Processor must notify the Controller immediately if it thinks the Controller's instructions breach the Data Protection Legislation.

14.9.3 The Processor must give all reasonable assistance to the Controller in the preparation of any Data Protection Impact Assessment before starting any processing, which may include, at the discretion of the Controller:

14.9.3.1 a systematic description of the expected processing and its purpose;

14.9.3.2 the necessity and proportionality of the processing operations;

14.9.3.3 the risks to the rights and freedoms of Data Subjects; and

14.9.3.4 the intended measures to address the risks, including safeguards, security measures and mechanisms to protect Personal Data.

14.9.4 The Processor must, in in relation to any Personal Data processed under this Contract:

14.9.4.1 process that Personal Data only in accordance with Part A Authorised Processing Template of Annex 1 – Processing Personal Data unless the Processor is required to do otherwise by Law. If lawful to notify the Controller, the Processor must promptly notify the Controller if the Processor is otherwise required to process Personal Data by Law before processing it.

14.9.4.2 put in place appropriate Protective Measures to protect against a Data Loss Event which must be approved by the Controller.

14.9.4.3 Ensure that:

(a) the Processor Personnel do not process Personal Data except in accordance with this Contract (and in particular Part A Authorised Processing Template of Annex 1 – Processing Personal Data);

(b) it uses best endeavours to ensure the reliability and integrity of any Processor Personnel who have access to the Personal Data and ensure that they:

(i) are aware of and comply with the Processor's duties under this clause 14;

(ii) are subject to appropriate confidentiality undertakings with the Processor or any Subprocessor;

(iii) 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 Controller or as otherwise allowed by the Contract; and

(iv) have undergone adequate training in the use, care, protection and handling of Personal Data.

(c) the Processor must not transfer Personal Data outside of the UK and/or the EEA unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:

(d) the transfer is in accordance with Article 45 of the UK GDPR (or section 74A of DPA 2018) and/or the transfer is in accordance with Article 45 of the EU GDPR (where applicable); or

(e) the Controller or the Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with UK GDPR Article 46 or section 75 of the DPA 2018) and/or the transfer is in accordance with Article 46 of the EU GDPR (where applicable) as determined by the Controller which could include relevant parties entering into:

(i) where the transfer is subject to UK GDPR:

(A) the International Data Transfer Agreement (the "**IDTA**"), as published by the Information Commissioner's Office from time to time under section 119A(1) of the DPA 2018 as well as any additional measures determined by the Controller;

(B) the European Commission's Standard Contractual Clauses per decision 2021/914/EU or such updated version of such Standard Contractual Clauses as are published by the European Commission from time to time ("**EU SCCs**"), together with the UK International Data Transfer Agreement Addendum to the EU SCCs (the "**Addendum**") as published by the Information Commissioner's Office from time to time; and/or

(ii) where the transfer is subject to EU GDPR, the EU SCCs,

as well as any additional measures determined by the Controller being implemented by the importing party;

(f) the Data Subject has enforceable rights and effective legal remedies when transferred;

(g) the Processor meets its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and

(h) the Processor complies with the Controller's reasonable prior instructions about the processing of the Personal Data.

14.9.5 The Processor must at the written direction of the Controller, delete or return Personal Data (and any copies of it) to the Controller on termination of the Contract unless the Processor is required by Law to retain the Personal Data.

14.9.6 The Processor must notify the Controller immediately if it:

14.9.6.1 receives a Data Subject Access Request (or purported Data Subject Access Request);

14.9.6.2 receives a request to rectify, block or erase any Personal Data;

14.9.6.3 receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;

14.9.6.4 receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Contract;

14.9.6.5 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

14.9.6.6 becomes aware of a Data Loss Event.

14.9.7 Any requirement to notify under clause 14.9.6 includes the provision of further information to the Controller in stages as details become available.

14.9.8 The Processor must promptly provide the Controller with full assistance in relation to any Party's obligations under Data Protection Legislation and any complaint, communication or request made under clause 14.9.6. This includes giving the Controller:

14.9.8.1 full details and copies of the complaint, communication or request;

14.9.8.2 reasonably requested assistance so that it can comply with a Data Subject Access Request within the relevant timescales in the Data Protection Legislation;

14.9.8.3 any Personal Data it holds in relation to a Data Subject on request;

14.9.8.4 assistance that it requests following any Data Loss Event; and

14.9.8.5 assistance that it requests relating to a consultation with, or request from, the Information Commissioner's Office or any other regulatory authority.

14.9.9 The Processor must maintain full, accurate records and information to show it complies with this clause 14. This requirement does not apply where the Processor employs fewer than 250 staff, unless either the Controller determines that the processing:

14.9.9.1 is not occasional;

14.9.9.2 includes special categories of data as referred to in Article 9(1) of the UK GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the UK GDPR; or

14.9.9.3 is likely to result in a risk to the rights and freedoms of Data Subjects.

14.9.10 The Parties shall designate a Data Protection Officer if required by the Data Protection Legislation.

14.9.11 Before allowing any Subprocessor to process any Personal Data, the Processor must:

14.9.11.1 notify the Controller in writing of the intended Subprocessor and processing;

14.9.11.2 obtain the written consent of the Controller;

14.9.11.3 enter into a written contract with the Subprocessor so that this clause 14 applies to the Subprocessor; and

14.9.11.4 provide the Controller with any information about the Subprocessor that the Controller reasonably requires.

14.9.12 The Processor remains fully liable for all acts or omissions of any Subprocessor.

14.9.13 The Parties agree to take account of any guidance issued by the Information Commissioner's Office or any other regulatory authority.

14.10 Joint Controllers of Personal Data

14.10.1 In the event that the Parties are Joint Controllers in respect of Personal Data under the Contract, the Parties shall implement paragraphs that are necessary to comply with UK GDPR Article 26 based on the terms set out in Part B Joint Controller Agreement *(Optional)* of Annex 1 – Processing Personal Data.

14.11 Independent Controllers of Personal Data

14.11.1 In the event that the Parties are Independent Controllers in respect of Personal Data under the Contract, the terms set out in Part C Independent Controllers *(Optional)* of Annex 1 – Processing Personal Data shall apply to this Contract.

15 WHAT YOU MUST KEEP CONFIDENTIAL

15.1 Each Party must:

15.1.1 keep all Confidential Information it receives confidential and secure;

15.1.2 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

15.1.3 immediately notify the disclosing Party if it suspects unauthorised access, copying, use or disclosure of the Confidential Information.

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

15.2.1 where disclosure is required by applicable Law if the recipient Party notifies the disclosing Party of the full circumstances, the affected Confidential Information and extent of the disclosure;

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

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

15.2.4 if the information was in the public domain at the time of the disclosure;

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

15.2.6 on a confidential basis, to its auditors or for the purposes of regulatory requirements;

15.2.7 on a confidential basis, to its professional advisers on a need-to-know basis; and

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

15.3 The Supplier may disclose Confidential Information on a confidential basis to Supplier Staff on a need-to-know basis to allow the Supplier to meet its obligations under the Contract. The Supplier shall remain responsible at all times for compliance with the confidentiality obligations set out in this Contract by the persons to whom disclosure has been made.

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

15.4.1 on a confidential basis to the employees, agents, consultants and contractors of the Buyer;

15.4.2 on a confidential basis to any Crown Body, any successor body to a Crown Body or any company that the Buyer transfers or proposes to transfer all or any part of its business to;

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

15.4.4 where requested by Parliament; and

15.4.5 under clauses 5.7 and 16.

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

15.6 Transparency Information, and Information which is exempt from disclosure by clause 16 is not Confidential Information.

15.7 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 endeavours to ensure that Supplier Staff do not either.

16 WHEN YOU CAN SHARE INFORMATION

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

16.2 In accordance with a reasonable timetable and in any event within 5 Working Days of a request from the Buyer, the Supplier must give the Buyer full co-operation and information needed so the Buyer can:

16.2.1 comply with any Request For Information

16.2.2 if the Contract has a value over the relevant threshold in Part 2 of the Regulations, comply with any of its obligations in relation to publishing Transparency Information.

16.3 To the extent that it is allowed and practical to do so, the Buyer will use reasonable endeavours to notify the Supplier of a Request For Information and may talk to the Supplier to help it decide whether to publish information under clause 16. However, the extent, content and format of the disclosure is the Buyer's decision in its absolute discretion.

17 INSURANCE

17.1 The Supplier shall ensure it has adequate insurance cover for this Contract.

17.2 Evidence shall be provided at Contract award of these insurances:

Insurance Type	*Minimum Cover*
Public Liability Insurance	*£1,000,000*
Employer's Liability Insurance	*£5,000,000*
Professional Indemnity Insurance	*£1,000,000*
Product Liability Insurance	*£1,000,000*

18 INVALID PARTS OF THE CONTRACT

18.1 If any provision or part-provision of this Contract is or becomes invalid, illegal or unenforceable for any reason, such provision or part-provision shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Contract. The provisions incorporated into the Contract are the entire agreement between the Parties. The Contract replaces all previous statements, or agreements whether written or oral. No other provisions apply.

19 OTHER PEOPLE'S RIGHTS IN THE CONTRACT

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

20 CIRCUMSTANCES BEYOND YOUR CONTROL

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

20.1.1 provides written notice to the other Party; and

20.1.2 uses all reasonable measures practical to reduce the impact of the Force Majeure Event.

20.2 Any failure or delay by the Supplier to perform its obligations under the Contract that is due to a failure or delay by an agent, Subcontractor and/or Supplier Staff will only be considered a Force Majeure Event if that third party is itself prevented from complying with an obligation to the Supplier due to a Force Majeure Event.

20.3 Either Party can partially or fully terminate the Contract if the provision of the Deliverables is materially affected by a Force Majeure Event which lasts for 90 days continuously and the consequences of termination in Clauses 11.5.1.2 to 11.5.1.7 shall apply.

20.4 Where a Party terminates under clause 20.3:

20.4.1 each Party must cover its own losses; and

20.4.2 clauses 11.5.1.2 to 11.5.1.7 apply.

21 RELATIONSHIPS CREATED BY THE CONTRACT

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

22 GIVING UP CONTRACT RIGHTS

22.1 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.

23 TRANSFERRING RESPONSIBILITIES

23.1 The Supplier cannot assign, novate or in any other way dispose of the Contract or any part of it without the Buyer's written consent.

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

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

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

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

24 SUPPLY CHAIN

24.1 The Supplier cannot sub-contract the Contract or any part of it without the Buyer's prior written consent. The Supplier shall provide the Buyer with the name of any Subcontractor the Supplier proposes to engage for the purposes of the Contract. The decision of the Buyer to consent or not will not be unreasonably withheld or delayed. If the Buyer does not communicate a decision to the Supplier within 10 Working Days of the request for consent then its consent will be deemed to have been given. The Buyer may reasonably withhold its consent to the appointment of a Subcontractor if it considers that:

24.1.1 the appointment of a proposed Subcontractor may prejudice the provision of the Deliverables or may be contrary to its interests;

24.1.2 the proposed Subcontractor is unreliable and/or has not provided reliable goods and or reasonable services to its other customers; and/or

24.1.3 the proposed Subcontractor employs unfit persons.

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

24.2.1 their name;

24.2.2 the scope of their appointment; and

24.2.3 the duration of their appointment.

24.3 The Supplier must exercise due skill and care when it selects and appoints Subcontractors.

24.4 For Sub-Contracts in the Supplier's supply chain entered into wholly or substantially for the purpose of performing or contributing to the performance of the whole or any part of this Contract:

24.4.1 where such Sub-Contracts are entered into after the Start Date, the Supplier will ensure that they all contain provisions that; or

24.4.2 where such Sub-Contracts are entered into before the Start Date, the Supplier will take all reasonable endeavours to ensure that they all contain provisions that:

24.4.2.1 allow the Supplier to terminate the Sub-Contract if the Subcontractor fails to comply with its obligations in respect of environmental, social, equality or employment Law;

24.4.2.2 require the Supplier to pay all Subcontractors in full, within 30 days of receiving a valid, undisputed invoice; and

24.4.2.3 allow the Buyer to publish the details of the late payment or non-payment if this 30-day limit is exceeded.

24.5 At the Buyer's request, the Supplier must terminate any Sub-Contracts in any of the following events:

24.5.1 there is a change of control within the meaning of Section 450 of the Corporation Tax Act 2010 of a Subcontractor which isn't pre-approved by the Buyer in writing;

24.5.2 the acts or omissions of the Subcontractor have caused or materially contributed to a right of termination under Clause 11.4;

24.5.3 a Subcontractor or its Affiliates embarrasses or brings into disrepute or diminishes the public trust in the Buyer;

24.5.4 the Subcontractor fails to comply with its obligations in respect of environmental, social, equality or employment Law; and/or

24.5.5 the Buyer has found grounds to exclude the Subcontractor in accordance with Regulation 57 of the Regulations.

24.6 The Supplier is responsible for all acts and omissions of its Subcontractors and those employed or engaged by them as if they were its own.

25 CHANGING THE CONTRACT

25.1 Either Party can request a variation to the Contract which is only effective if agreed in writing and signed by both Parties. The Buyer is not required to accept a variation request made by the Supplier.

26 HOW TO COMMUNICATE ABOUT THE CONTRACT

26.1 All notices under the Contract must be in writing and are considered effective on the Working Day of delivery as long as they're delivered before 5:00pm on a Working Day. Otherwise the notice is effective on the next Working Day. An email is effective at 9am on the first Working Day after sending unless an error message is received.

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

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

27 DEALING WITH CLAIMS

27.1 If a Beneficiary becomes aware of any Claim, then it must notify the Indemnifier as soon as reasonably practical.

27.2 at the Indemnifier's cost the Beneficiary must:

27.2.1 allow the Indemnifier to conduct all negotiations and proceedings to do with a Claim;

27.2.2 give the Indemnifier reasonable assistance with the Claim if requested; and

27.2.3 not make admissions about the Claim without the prior written consent of the Indemnifier which cannot be unreasonably withheld or delayed.

27.3 The Beneficiary must:

27.3.1 consider and defend the Claim diligently and in a way that does not damage the Beneficiary's reputation; and

27.3.2 not settle or compromise any Claim without the Beneficiary's prior written consent which it must not unreasonably withhold or delay.

28 PREVENTING FRAUD, BRIBERY AND CORRUPTION

28.1 The Supplier shall not:

28.1.1 commit any criminal offence referred to in 57(1) and 57(2) of the Regulations; or

28.1.2 offer, give, or agree to give anything, to any person (whether working for or engaged by the Buyer or any other public body) an inducement or reward for doing, refraining from doing, or for having done or refrained from doing, any act in relation to the obtaining or execution of the Contract or any other public function or for showing or refraining from showing favour or disfavour to any person in relation to the Contract or any other public function.

28.2 The Supplier shall take all reasonable endeavours (including creating, maintaining and enforcing adequate policies, procedures and records), in accordance with Good Industry Practice, to prevent any matters referred to in clause 28.1 and any fraud by the Supplier Staff and 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.

28.3 If the Supplier notifies the Buyer as required by clause 28.2, the Supplier must respond promptly to their further enquiries, co-operate with any investigation and allow the Audit of any books, records and relevant documentation.

28.4 If the Supplier or the Supplier Staff engages in conduct prohibited by clause 28.1 or commits fraud in relation to the Contract or any other contract with the Crown (including the Buyer) the Buyer may:

28.4.1 require the Supplier to remove any Supplier Staff from providing the Deliverables if their acts or omissions have caused the default; and

28.4.2 immediately terminate the Contract and the consequences of termination in Clause 11.5.1 shall apply.

29 EQUALITY, DIVERSITY AND HUMAN RIGHTS

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

29.1.1 protections against discrimination on the grounds of race, sex, gender reassignment, religion or belief, disability, sexual orientation, pregnancy, maternity, age or otherwise; and

29.1.2 any other requirements and instructions which the Buyer reasonably imposes related to equality Law.

29.2 The Supplier must use all reasonable endeavours, 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.

30 HEALTH AND SAFETY

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

30.1.1 all applicable Law regarding health and safety; and

30.1.2 the Buyer's current health and safety policy while at the Buyer's premises, as provided to the Supplier.

30.2 The Supplier and the Buyer must as soon as possible notify the other of any health and safety incidents or material hazards they're aware of at the Buyer premises that relate to the performance of the Contract.

31 ENVIRONMENT AND SUSTAINABILITY

31.1 In performing its obligations under the Contract, the Supplier shall, to the reasonable satisfaction of the Buyer:

31.1.1 meet, in all material respects, the requirements of all applicable Laws regarding the environment; and

31.1.2 comply with its obligations under the Buyer's current environmental policy, which the Buyer must provide, and make Supplier Staff aware of such policy.

32 TAX

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

32.2 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:

32.2.1 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

32.2.2 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.

32.3 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 requirements that:

32.3.1 the Buyer may, at any time during the term of the Contract, request that the Worker provides information which demonstrates they comply with clause 32.2, or why those requirements do not apply, the Buyer can specify the information the Worker must provide and the deadline for responding;

32.3.2 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;

32.3.3 the Worker's contract may be terminated at the Buyer's request if the Worker provides information which the Buyer considers isn’t good enough to demonstrate how it complies with clause 32.2 or confirms that the Worker is not complying with those requirements; and

32.3.4 the Buyer may supply any information they receive from the Worker to HMRC for revenue collection and management.

33 CONFLICT OF INTEREST

33.1 The Supplier must take action to ensure that neither the Supplier nor the Supplier Staff are placed in the position of an actual, potential or perceived Conflict of Interest.

33.2 The Supplier must promptly notify and provide details to the Buyer if an actual, potential or perceived Conflict of Interest happens or is expected to happen.

33.3 The Buyer will consider whether there are any appropriate measures that can be put in place to remedy an actual, perceived or potential Conflict of Interest. If, in the reasonable opinion of the Buyer, such measures do not or will not resolve an actual or potential conflict of interest, the Buyer may terminate the Contract immediately by giving notice in writing to the Supplier where there is or may be an actual or potential Conflict of Interest and Clauses 11.5.1.2 to 11.5.1.7 shall apply.

34 REPORTING A BREACH OF THE CONTRACT

34.1 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 27 to 33.

34.2 The Supplier must not retaliate against any of the Supplier Staff who in good faith reports a breach listed in clause 34.1 to the Buyer or a Prescribed Person.

35 FURTHER ASSURANCES

35.1 Each Party will, at the request and cost of the other Party, do all things which may be reasonably necessary to give effect to the meaning of this Contract.

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 by commercial negotiation.

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 exclusive jurisdiction. :

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 or disputes arising out of, or connected to it, are governed by English law.

III. Annex 1 – Processing Personal Data

Part A Authorised Processing Template

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

The contact details of the Controller's Data Protection Officer are:

[redacted]

The contact details of the Processor's Data Protection Officer are: [redacted]

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

Any such further instructions shall be incorporated into this Annex.

Description of authorised processing	Details
Identity of Controller and Processor / Independent Controllers / Joint Controllers for each category of Personal Data	***DHSC is the Controller. Brovanture is the Processor.***
Subject matter of the processing	System user information.
Duration of the processing	Duration is equal to the duration of the Contract.
Nature and purposes of the processing	Names and email addresses of system users. No other personal information is ever entered into the system.
Type of Personal Data being processed	• Names of users • Email addresses
Categories of Data Subject	Employees
Plan for return and destruction of the data once the processing is complete UNLESS requirement under law to preserve that type of data	As per Contract level data policy at Contract end.

Locations at which the Supplier and/or its Subcontractors process Personal Data under this Contract and International transfers and legal gateway	Data is not to be transferred outside of the UK.
Protective Measures that the Supplier and, where applicable, its Subcontractors have implemented to protect Personal Data processed under this Contract against a breach of security (insofar as that breach of security relates to data) or a Data Loss Event	As per Contract level security standards and in line with DHSC policies.

Part B Joint Controller Agreement *NOT APPLICABLE*

1 JOINT CONTROLLER STATUS AND ALLOCATION OF RESPONSIBILITIES

1.1 With respect to Personal Data for which the Parties are Joint Controllers, the Parties envisage that they shall each be a Controller in respect of that Personal Data in accordance with the terms of this Part B Joint Controller Agreement *(Optional)* of Annex 1 – Processing Personal Data in replacement of Clauses 14.9 to 14.9.13 of the Conditions of this Contract. Accordingly, the Parties each undertake to comply with the applicable Data Protection Legislation in respect of their processing of such Personal Data as Controllers.

1.2 The Parties agree that the [Supplier/Buyer]:

1.2.1 is the exclusive point of contact for Data Subjects and is responsible for using best endeavours to comply with the UK GDPR regarding the exercise by Data Subjects of their rights under the UK GDPR;

1.2.2 shall direct Data Subjects to its Data Protection Officer or suitable alternative in connection with the exercise of their rights as Data Subjects and for any enquiries concerning their Personal Data or privacy;

1.2.3 is solely responsible for the Parties' compliance with all duties to provide information to Data Subjects under Articles 13 and 14 of the UK GDPR;

1.2.4 is responsible for obtaining the informed consent of Data Subjects, in accordance with the UK GDPR, for processing in connection with the Deliverables where consent is the relevant legal basis for that processing; and

1.2.5 shall make available to Data Subjects the essence of this Part B Joint Controller Agreement *(Optional)* of Annex 1 – Processing Personal Data (and notify them of any changes to it) concerning the allocation of responsibilities as Joint Controller and its role as exclusive point of contact, the Parties having used their best endeavours to agree the terms of that essence. This must be outlined in the [Supplier's/Buyer's] privacy policy (which must be readily available by hyperlink or otherwise on all of its public facing services and marketing).

1.3 Notwithstanding the terms of paragraph 1.2 of this Part B Joint Controller Agreement *(Optional)* of Annex 1 – Processing Personal Data, the Parties acknowledge that a Data Subject has the right to exercise their legal rights under the Data Protection Legislation as against the relevant Party as Controller.

2 UNDERTAKINGS OF BOTH PARTIES

2.1 The Supplier and the Buyer each undertake that they shall:

2.1.1 report to the other Party every [x] months on:

2.1.1.1 the volume of Data Subject Access Requests (or purported Data Subject Access Requests) from Data Subjects (or third parties on their behalf);

2.1.1.2 the volume of requests from Data Subjects (or third parties on their behalf) to rectify, block or erase any Personal Data;

2.1.1.3 any other requests, complaints or communications from Data Subjects (or third parties on their behalf) relating to the other Party's obligations under applicable Data Protection Legislation;

2.1.1.4 any communications from the Information Commissioner or any other regulatory authority in connection with Personal Data; and

2.1.1.5 any requests from any third party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law,

that it has received in relation to the subject matter of the Contract during that period;

2.1.2 notify each other immediately if it receives any request, complaint or communication made as referred to in Paragraphs 2.1.1.1 to 2.1.1.5 of this Part B Joint Controller Agreement *(Optional)* of Annex 1 – Processing Personal Data;

2.1.3 provide the other Party with full cooperation and assistance in relation to any request, complaint or communication made as referred to in Paragraphs 1.2 and 2.1.1.3 to 2.1.1.5 of this Part B Joint Controller Agreement *(Optional)* of Annex 1 – Processing Personal Data; to enable the other Party to comply with the relevant timescales set out in the Data Protection Legislation;

2.1.4 not disclose or transfer the Personal Data to any third party unless necessary for the provision of the Deliverables and, for any disclosure or transfer of Personal Data to any third party, (save where such disclosure or transfer is specifically authorised under the Contract or is required by Law) that disclosure or transfer of Personal Data is otherwise considered to be lawful processing of that Personal Data in accordance with Article 6 of the UK GDPR or EU GDPR (as the context requires). For the avoidance of doubt, the third party to which Personal Data is transferred must be subject to equivalent obligations which are no less onerous than those set out in this of this of this Part B Joint Controller Agreement *(Optional)* of Annex 1 – Processing Personal Data;

2.1.5 request from the Data Subject only the minimum information necessary to provide the Deliverables and treat such extracted information as Confidential Information;

2.1.6 ensure that at all times it has in place appropriate Protective Measures to guard against unauthorised or unlawful processing of the Personal Data and/or accidental loss, destruction or damage to the Personal Data and unauthorised or unlawful disclosure of or access to the Personal Data;

2.1.7 use best endeavours to ensure the reliability and integrity of any Processor Personnel who have access to the Personal Data and ensure that Processor Personnel:

2.1.7.1 are aware of and comply with their duties under this of this Part B Joint Controller Agreement *(Optional)* of Annex 1 – Processing Personal Data; and those in respect of Confidential Information

2.1.7.2 are informed of the confidential nature of the Personal Data, are subject to appropriate obligations of confidentiality and do not publish, disclose or divulge any of the Personal Data to any third party where that Party would not be permitted to do so;

2.1.7.3 have undergone adequate training in the use, care, protection and handling of personal data as required by the applicable Data Protection Legislation;

2.1.8 ensure that it has the capability (whether technological or otherwise), to the extent required by Data Protection Legislation, to provide or correct or delete at the request of a Data Subject all the Personal Data relating to that Data Subject that the Supplier holds; and

2.1.9 ensure that it notifies the other Party as soon as it becomes aware of a Data Loss Event;

2.1.10 not transfer such Personal Data outside of the UK and/or the EEA unless the prior written consent of the non-transferring Party has been obtained and the following conditions are fulfilled:

2.1.10.1 the transfer is in accordance with Article 45 of the UK GDPR or DPA 2018 Section 74A and/or the transfer is in accordance with Article 45 of the EU GDPR (where applicable); or

2.1.10.2 the transferring Party has provided appropriate safeguards in relation to the transfer (whether in accordance with Article 46 of the UK GDPR or DPA 2018 Section 75 and/or the transfer is in accordance with Article 46 of the EU GDPR (where applicable)) as agreed with the non-transferring Party which could include the relevant parties entering into:

(a) Where the transfer is subject to the UK GDPR:

(i) The UK International Data Transfer Agreement (the "IDTA"), as published by the Information Commissioner's office under section 119A(1) of the DPA 2018 from time to time; or

(ii) the European Commission's Standard Contractual Clauses per decision 2021/914/EU or such updated version of such Standard Contractual Clauses as are published by the European Commission from time to time ("EU SCCs"), together with the UK International Data Transfer Agreement Addendum to the EU SCCs (the "Addendum") as published by the Information Commissioner's Office from time to time and/or;

(b) Where the transfer is subject to the EU GDPR, the EU SCCs,

as well as any additional measures determined by the non-transferring Party being implemented by the importing Party;

2.1.10.3 the Data Subject has enforceable rights and effective legal remedies;

2.1.10.4 the transferring Party complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the non-transferring Party in meeting its obligations); and

2.1.10.5 the transferring Party complies with any reasonable instructions notified to it in advance by the non-transferring Party with respect to the processing of the Personal Data;

2.1.11 Each Joint Controller shall use its best endeavours to assist the other Controller to comply with any obligations under applicable Data Protection Legislation and shall not perform its obligations under this Annex in such a way as to cause the other Joint Controller to breach any of its obligations under applicable Data Protection Legislation to the extent it is aware, or ought reasonably to have been aware, that the same would be a breach of such obligations.

3 DATA PROTECTION BREACH

3.1 Without prejudice to Paragraph 3.2 of this Part B Joint Controller Agreement *(Optional)* of Annex 1 – Processing Personal Data, each Party shall notify the other Party promptly and without undue delay, and in any event within 48 hours, upon becoming aware of any Data Loss Event or circumstances that are likely to give rise to a Data Loss Event, providing the other Party and its advisors with:

3.1.1 sufficient information and in a timescale which allows the other Party to meet any obligations to report a Data Loss Event under the Data Protection Legislation;

3.1.2 all reasonable assistance, including:

3.1.2.1 co-operation with the other Party and the Information Commissioner investigating the Data Loss Event and its cause, containing and recovering the compromised Personal Data and compliance with the applicable guidance;

3.1.2.2 co-operation with the other Party including using such best endeavours as are directed by the Buyer to assist in the investigation, mitigation and remediation of a Data Loss Event;

3.1.2.3 co-ordination with the other Party regarding the management of public relations and public statements relating to the Data Loss Event; and/or

3.1.2.4 providing the other Party and to the extent instructed by the other Party to do so, and/or the Information Commissioner investigating the Data Loss Event, with complete information relating to the Data Loss Event, including the information set out in Paragraph 3.2 of this Part B Joint Controller Agreement *(Optional)* of Annex 1 – Processing Personal Data;.

3.2 Each Party shall use best endeavours to restore, re-constitute and/or reconstruct any Personal Data where it has lost, damaged, destroyed, altered or corrupted as a result of a Data Loss Event which is the fault of that Party as if it was that Party's own data at its own cost with all possible speed and shall provide the other Party with all reasonable assistance in respect of any such Data Loss Event, including providing the other Party, as soon as possible and within 48 hours of the Data Loss Event relating to the Data Loss Event, in particular:

3.2.1 the nature of the Data Loss Event;

3.2.2 the nature of Personal Data affected;

3.2.3 the categories and number of Data Subjects concerned;

3.2.4 the name and contact details of the Party's Data Protection Officer or other relevant contact from whom more information may be obtained;

3.2.5 measures taken or proposed to be taken to address the Data Loss Event; and

3.2.6 a description of the likely consequences of the Data Loss Event.

4 AUDIT

4.1 The Supplier shall permit:

4.1.1 the Buyer, or a third-party auditor acting under the Buyer's direction, to conduct, at the Buyer's cost, data privacy and security audits, assessments and inspections concerning the Supplier's data security and privacy procedures relating to Personal Data, its compliance with this of this Part B Joint Controller Agreement *(Optional)* of Annex 1 – Processing Personal Data; and the Data Protection Legislation; and/or

4.1.2 the Buyer, or a third-party auditor acting under the Buyer's direction, access to premises at which the Personal Data is accessible or at which it is able to inspect any relevant records, including the record maintained under Article 30 UK GDPR by the Supplier so far as relevant to the Contract, and procedures, including premises under the control of any third party appointed by the Supplier to assist in the provision of the Deliverables.

4.2 The Buyer may, in its sole discretion, require the Supplier to provide evidence of the Supplier's compliance with Paragraph 4.1 of this Part B Joint Controller Agreement *(Optional)* of Annex 1 – Processing Personal Data in lieu of conducting such an audit, assessment or inspection.

5 IMPACT ASSESSMENTS

5.1 The Parties shall:

5.1.1 provide all reasonable assistance to each other to prepare any Data Protection Impact Assessment as may be required (including provision of detailed information and assessments in relation to processing operations, risks and measures); and

5.1.2 maintain full and complete records of all processing carried out in respect of the Personal Data in connection with the Contract, in accordance with the terms of Article 30 UK GDPR.

6 ICO GUIDANCE

6.1 The Parties agree to take account of any non-mandatory guidance issued by the Information Commissioner or any other regulatory authority. The Buyer may on not less than thirty (30) Working Days' notice to the Supplier amend the Contract to ensure that it complies with any guidance issued by the Information Commissioner and/or any relevant Crown Body.

7 LIABILITIES FOR DATA PROTECTION BREACH

7.1 If financial penalties are imposed by the Information Commissioner on either the Buyer or the Supplier for a Data Loss Event ("**Financial Penalties**") then the following shall occur:

7.1.1 if in the view of the Information Commissioner, the Buyer is responsible for the Data Loss Event, in that it is caused as a result of the actions or inaction of the Buyer, its employees, agents, contractors (other than the Supplier) or systems and procedures controlled by the Buyer, then the Buyer shall be responsible for the payment of such Financial Penalties. In this case, the Buyer will conduct an internal audit and engage at its reasonable cost when necessary, an independent third party to conduct an audit of any such Data Loss Event. The Supplier shall provide to the Buyer and its third party investigators and auditors, on request and at the Supplier's reasonable cost, full cooperation and access to conduct a thorough audit of such Data Loss Event;

7.1.2 if in the view of the Information Commissioner, the Supplier is responsible for the Data Loss Event, in that it is not a Data Loss Event that the Buyer is responsible for, then the Supplier shall be responsible for the payment of these Financial Penalties. The Supplier will provide to the Buyer and its auditors, on request and at the Supplier's sole cost, full cooperation and access to conduct a thorough audit of such Data Loss Event; or

7.1.3 if no view as to responsibility is expressed by the Information Commissioner, then the Buyer and the Supplier shall work together to investigate the relevant Data Loss Event and allocate responsibility for any Financial Penalties as outlined above, or by agreement to split any Financial Penalties equally if no responsibility for the Data Loss Event can be apportioned. In the event that the Parties do not agree such apportionment then such Dispute shall be referred to the Dispute Resolution Procedure set out in clause 36 of the Conditions (Resolving disputes).

7.2 If either the Buyer or the Supplier is the defendant in a legal claim brought before a court of competent jurisdiction ("**Court**") by a third party in respect of a Data Loss Event, then unless the Parties otherwise agree, the Party that is determined by the final decision of the court to be responsible for the Data Loss Event shall be liable for the losses arising from such Data Loss Event. Where both Parties are liable, the liability will be apportioned between the Parties in accordance with the decision of the Court.

7.3 In respect of any losses, cost claims or expenses incurred by either Party as a result of a Data Loss Event (the "**Claim Losses**"):

7.3.1 if the Buyer is responsible for the relevant Data Loss Event, then the Buyer shall be responsible for the Claim Losses;

7.3.2 if the Supplier is responsible for the relevant Data Loss Event, then the Supplier shall be responsible for the Claim Losses: and

7.3.3 if responsibility for the relevant Data Loss Event is unclear, then the Buyer and the Supplier shall be responsible for the Claim Losses equally.

7.4 Nothing in either Paragraph 7.2 or Paragraph 7.3 of this Part B Joint Controller Agreement *(Optional)* of Annex 1 – Processing Personal Data shall preclude the Buyer and the Supplier reaching any other agreement, including by way of compromise with a third party complainant or claimant, as to the apportionment of financial responsibility for any Claim Losses as a result of a Data Loss Event, having regard to all the circumstances of the Data Loss Event and the legal and financial obligations of the Buyer.

8 TERMINATION

8.1 If the Supplier is in Material Breach under any of its obligations under this of this Part B Joint Controller Agreement *(Optional)* of Annex 1 – Processing Personal Data;, the Buyer shall be entitled to terminate the Contract by issuing a termination notice to the Supplier in accordance with clause 11 of the Conditions (Ending the contract).

9 SUB-PROCESSING

9.1 In respect of any processing of Personal Data performed by a third party on behalf of a Party, that Party shall:

9.1.1 carry out adequate due diligence on such third party to ensure that it is capable of providing the level of protection for the Personal Data as is required by the Contract, and provide evidence of such due diligence to the other Party where reasonably requested; and

9.1.2 ensure that a suitable agreement is in place with the third party as required under applicable Data Protection Legislation.

10 DATA RETENTION

10.1 The Parties agree to erase Personal Data from any computers, storage devices and storage media that are to be retained as soon as practicable after it has ceased to be necessary for them to retain such Personal Data under applicable Data Protection Legislation and their privacy policy (save to the extent (and for the limited period) that such information needs to be retained by the Party for statutory compliance purposes or as otherwise required by the Contract), and taking all further actions as may be necessary to ensure its compliance with Data Protection Legislation and its privacy policy.

Part C Independent Controllers *(Optional)*

1 INDEPENDENT CONTROLLER PROVISIONS

1.1 With respect to Personal Data provided by one Party to another Party for which each Party acts as Controller but which is not under the Joint Control of the Parties, each Party undertakes to comply with the applicable Data Protection Legislation in respect of their processing of such Personal Data as Controller.

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

1.3 Where a Party has provided Personal Data to the other Party in accordance with Paragraph 1.1 of this Part C Independent Controllers *(Optional)* of Annex 1 – Processing Personal Data above, the recipient of the Personal Data will provide all such relevant documents and information relating to its data protection policies and procedures as the other Party may reasonably require.

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

1.5 The Parties shall only provide Personal Data to each other:

1.5.1 to the extent necessary to perform their respective obligations under the Contract;

1.5.2 in compliance with the Data Protection Legislation (including by ensuring all required fair processing information has been given to affected Data Subjects);

1.5.3 where the provision of Personal Data from one Party to another involves transfer of such data to outside the UK and/or the EEA, if the prior written consent of the non-transferring Party has been obtained and the following conditions are fulfilled:

1.5.3.1 the destination country has been recognised as adequate by the UK government in accordance with Article 45 of the UK GDPR or DPA 2018 Section 74A and/or the transfer is in accordance with Article 45 of the EU GDPR (where applicable); or

1.5.3.2 the transferring Party has provided appropriate safeguards in relation to the transfer (whether in accordance with Article 46 of the UK GDPR or DPA 2018 Section 75 and/or Article 46 of the EU GDPR (where applicable)) as determined by the non-transferring Party which could include the parties entering into:

(a) where the transfer is subject to UK GDPR:

(i) the UK International Data Transfer Agreement (the "**IDTA**"), as published by the Information Commissioner's Office or such updated version of such IDTA as is published by the Information Commissioner's Office under section 119A(1) of the DPA 2018 from time to time; or

(ii) the European Commission's Standard Contractual Clauses per decision 2021/914/EU or such updated version of such Standard Contractual Clauses as are published by the European Commission from time to time (the "**EU SCCs**"), together with the UK International Data Transfer Agreement Addendum to the EU SCCs (the "**Addendum**") as published by the Information Commissioner's Office from time to time; and/or

(b) where the transfer is subject to EU GDPR, the EU SCCs;

as well as any additional measures determined by the non-transferring Party being implemented by the importing party;

1.5.3.3 the Data Subject has enforceable rights and effective legal remedies;

1.5.3.4 the transferring Party complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the non-transferring Party in meeting its obligations); and

1.5.3.5 the transferring Party complies with any reasonable instructions notified to it in advance by the non-transferring Party with respect to the processing of the Personal Data; and

1.5.4 where it has recorded it in Part A Authorised Processing Template of Annex 1 – Processing Personal Data.

1.6 Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, each Party shall, with respect to its processing of Personal Data as Independent Controller, implement and maintain appropriate technical and organisational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1)(a), (b), (c) and (d) of the UK GDPR, and the measures shall, at a minimum, comply with the requirements of the Data Protection Legislation, including Article 32 of the UK GDPR.

1.7 A Party processing Personal Data for the purposes of the Contract shall maintain a record of its processing activities in accordance with Article 30 UK GDPR and shall make the record available to the other Party upon reasonable request.

1.8 Where a Party receives a request by any Data Subject to exercise any of their rights under the Data Protection Legislation in relation to the Personal Data provided to it by the other Party pursuant to the Contract ("**Request Recipient**"):

1.8.1 the other Party shall provide any information and/or assistance as reasonably requested by the Request Recipient to help it respond to the request or correspondence, at the cost of the Request Recipient; or

1.8.2 where the request or correspondence is directed to the other Party and/or relates to that other Party's processing of the Personal Data, the Request Recipient will:

1.8.2.1 promptly, and in any event within five (5) Working Days of receipt of the request or correspondence, inform the other Party that it has received the same and shall forward such request or correspondence to the other Party; and

1.8.2.2 provide any information and/or assistance as reasonably requested by the other Party to help it respond to the request or correspondence in the timeframes specified by Data Protection Legislation.

1.9 Each Party shall promptly notify the other Party upon it becoming aware of any Data Loss Event relating to Personal Data provided by the other Party pursuant to the Contract and shall:

1.9.1 do all such things as reasonably necessary to assist the other Party in mitigating the effects of the Data Loss Event;

1.9.2 implement any measures necessary to restore the security of any compromised Personal Data;

1.9.3 work with the other Party to make any required notifications to the Information Commissioner's office or any other regulatory authority and affected Data Subjects in accordance with the Data Protection Legislation (including the timeframes set out therein); and

1.9.4 not do anything which may damage the reputation of the other Party or that Party's relationship with the relevant Data Subjects, save as required by Law.

1.10 Personal Data provided by one Party to the other Party may be used exclusively to exercise rights and obligations under the Contract as specified in Part A Authorised Processing Template of Annex 1 – Processing Personal Data.

1.11 Personal Data shall not be retained or processed for longer than is necessary to perform each Party's respective obligations under the Contract which is specified in Part A Authorised Processing Template of Annex 1 – Processing Personal Data.

1.12 Notwithstanding the general application of clauses 14.9 to 14.9.13 of the Conditions to Personal Data, where the Supplier is required to exercise its regulatory and/or legal obligations in respect of Personal Data, it shall act as an Independent Controller of Personal Data in accordance with Paragraphs 1.1 to 1.12 of this Part C Independent Controllers *(Optional)* of Annex 1 – Processing Personal Data.

IV. Annex 2 – Specification

1. MANAGEMENT SUMMARY

1. Purpose

This document sets out the ongoing hosting and support requirements for the Department of Health and Social Care (DHSC) Financial Information Consolidation System (FICS). The System is built on Oracle Performance Management Enterprise Edition 11.2.14.0.000 and is used to consolidate DHSC accounting group financial data. As well as the hosting and support requirement, the requirement may also, at the correct time, consider solutions to improve data collection and load from source systems, as well as reporting formats, that could be deployed in future as a bolt on to the existing software, and similarly review methods used to view reports and interrogate data. These further solutions will be considered as a phase 2 implementation if considered necessary.

Since upgrading the system in 2016, the FICS system has hosted the central financial database, providing a cost-effective solution servicing the information needs of the Finance Directorate. Further improvements may be sought to deliver savings through improved data collection methods which balance cost of development and collection in the central department against the cost of data transfer within bodies inside the consolidation boundary. Outputs will focus on delivery of the Annual Report and Accounts, optimizing reporting formats and identifying additional uses of the FICS system.

DHSC are looking for a supplier to provide a fully managed service, incorporating hosting the solution and maintaining software, hardware and licenses required for effective use of the system. DHSC will retain responsibility for setting up system users with access suitable to their roles, ensuring an appropriate level of Oracle licenses and support contracts are in place for the volume of users. DHSC will also manage metadata and rules which provide the structure in the system to produce the Annual Report and Accounts.

At the conclusion of the contract, an offboarding exercise must take place, whereby data held on the system is returned to DHSC for retention or transfer to a new system or host, with the contractor confirming disposal of records.

This document sets out the detailed business requirements for the FICS, with a need to set up and test the system between 1 January 2025 and 30 June 2025. The system is to be validated and signed off using a series of prior year data reconciliations, and by reperformance of the DHSC 2023-24 accounts data as proof that it is fit for purpose. The new system will be used to produce the DHSC's subsequent annual accounts as well as other financial data needs, such as in year reporting, and contribution to central government reporting needs, commencing April 2025. The list below demonstrates the current diverse uses of the data extracted from Hyperion:

1. Producing the Consolidated Annual Report and Accounts.
2. Reporting on forecast positions each quarter concurrently with year to date in year monitoring financial data.

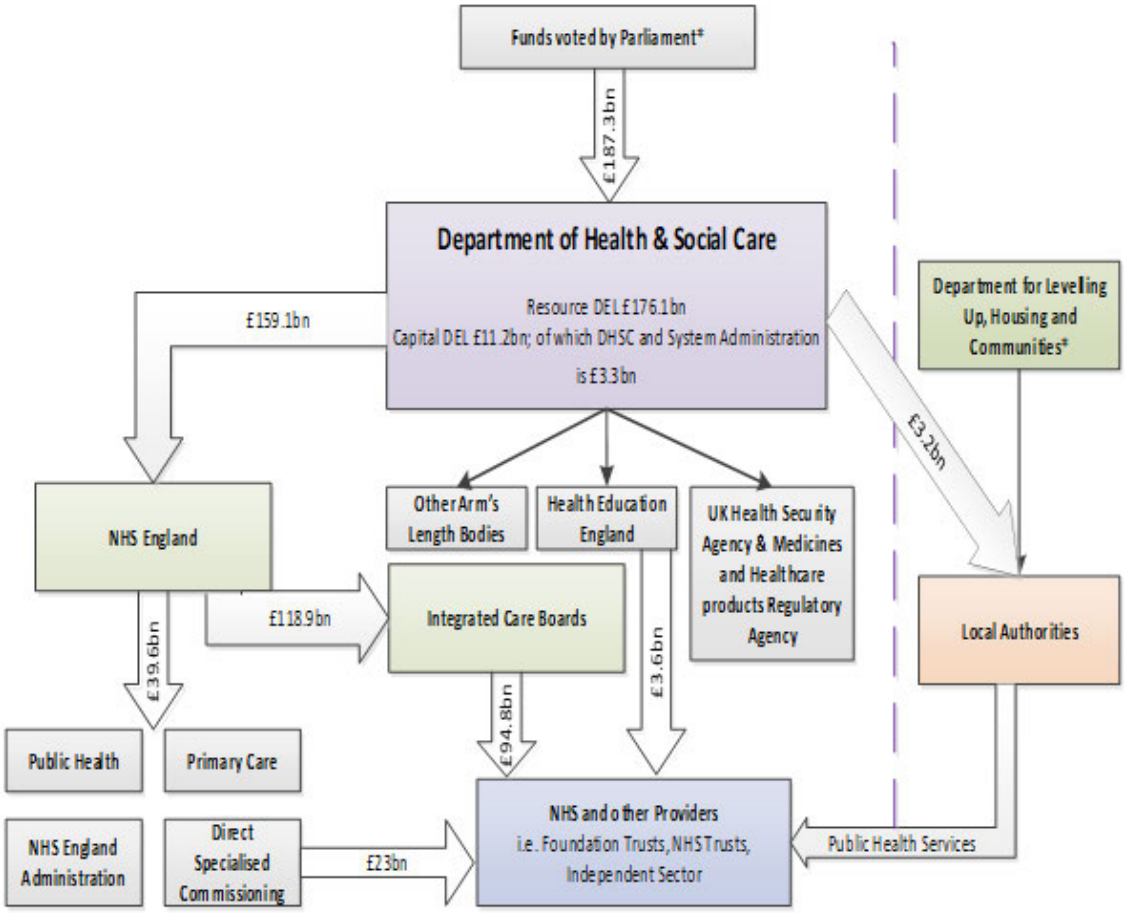
3. Recording and monitoring trading balances between group bodies - Agreement of Balances (AoB).
4. Whole of Government Accounts data to analyse trade with other government entities.
5. Contributing to the monthly data feed to Her Majesty's Treasury (HMT) on performance against voted resources for the year.
6. Trend analysis – data for prior periods will be compared to inform future policy decisions within DHSC and beyond.
7. Satisfying Parliamentary Questions and Freedom of Information data requests.

The accounting year for DHSC is 1 April to 31 March each year.

2. Introduction

The Accounts and Operations Branch of the Finance Directorate is responsible for preparing the Annual Accounts for the DHSC and laying them before Parliament. This consolidated account is one of the largest in value in Europe and extremely complex. In the 2022-23 financial year DHSC had an annual revenue budget of circa £176.1bn and a capital budget of £11.2bn, voted by Parliament.

The flowchart below demonstrates the flow of funds managed by DHSC and other public sector funding streams for delivery of health and social care.



The Consolidated Annual Report and Accounts covers all bodies falling within the Department of Health and Social Care accounting boundary. Currently there are 22 data feeds into Hyperion, consolidating the central Department, 2 Executive Agencies, 7 ENDPBs (including NHS England and its 42 Integrated Care Systems (ICSs), 3 Special Health Authorities, 8 other bodies (including companies) and 1 Consolidated Provider Account (consisting of 212 NHS providers as well as NHS Charities). Most of these entities have different Charts of Accounts (CoA) and accounting systems compared with the DHSC and FICS.

DHSC effectively produce consolidations at 3 levels within the group hierarchy – Core and Agencies, Net Cash Requirement boundary and Departmental Group.

DHSC is also required to contribute to the Whole of Government Accounts collection each year, utilising the same consolidated accounts data.

The required service must continue to support the fulfilment of these statutory requirements. It should also be noted that the DHSC will need to respond to any future changes in legislation or accounting requirements and/or reconfiguration of the DHSC group and related account

formation and therefore incoming software solutions will need to be amendable to accommodate.

The hosting and support solution provided initially needs to satisfy the current position in terms of data input and reporting. However, consideration is to be given to changing the methods of data input and refining and improving the mechanisms by which data is extracted from the finance system. Additionally, there may be a need to use system data for other yet to be defined purposes. As such any proposed solution should be able to accommodate the additional uses identified.

3. Current data input position

Currently, financial data is collected from component bodies and then processed into FICS using an Excel Workbook (the ALB Consolidation Schedule) and a data extraction macro to transfer the data into a format which is loadable in to FDMEE via CSV file.

Several data load locations have been created in FDMEE to import data sets based on data submission date and data collection type. The CSV extractor tool is a complex and high maintenance macro, needing to be updated whenever a change to the data collection requirement in the ALB Consolidation Schedule changes.

4. Current data output/reporting position

There are two primary methods of examining and drilling down into data loaded into Hyperion. Data can be viewed using Data grids in the Workspace, or is drawn down into Excel using the Smartview Add-In. While using Data Grids in both the workspace and Excel allows investigation into the data, these formats can be cumbersome to use and maintain, can be difficult to share outside of FICS users, and version control can be an added complication.

Generally, for reporting formats such as the Financial Statements and additional disclosures the HSGetValues formula is used. This is currently the preferred data extraction option where the output is expected to retain a consistent format from period to period as it is simpler to lock and maintain data formatting within the data tables. DHSC refer to these data workbooks as Smartview workbooks, despite both these and Data Grid formats using the Smartview Add-in (data grids being referred to as Ad-Hoc Data Grids to signify their use as investigative tools).

DHSC additionally make use of the Intercompany Report format within HFM (although other Intercompany functionality outside of ICP codes and elimination plug accounts is not currently used). These reports are key in providing audit assurance over the level of intra-group trading due to the way in which such balances are collected and eliminated on consolidation. The ICP code is used against I&E, debtor and creditor accounts to drive elimination of such trading by sector. Another set of account codes records trading balances agreed between specific bodies. Only trading balances are subject to intra-group agreement. Other items which

eliminate on consolidation such as loans, share capital are not covered by this process, and are manually eliminated.

The standard Intercompany Reports are used as a tool to prompt individual bodies to investigate high value discrepancies in their trading agreements so that any manual correction of such balances, and therefore the level of error in the financial statements, can be reduced. The Intercompany Reports are passed through series of self-developed macros to divide the raw data in the HFM report into single entity reports for review by the component bodies.

5. Validating imported data

Given the complex data sets that HFM considers at each exercise in the computed consolidation process, the Hyperion systems team perform external validations to demonstrate that data input into HFM is equal to the output. To do this, summaries of the primary financial statements and associated notes are compiled from the source data and compared to Smartview Accounts formats. Variances are investigated and resolved, ensuring mappings are complete and correct and giving validation to the set of system rules applied in HFM.

Reconciliations are performed each time a new set of data is introduced and consolidated within HFM ahead of users being cleared to enquire against the data set with confidence. Prior to each quarterly collection, system changes such as new reporting formats, changes to hierarchies and so on are prepared in the UAT environment. Hyperion system changes, whether that be a change in mapping (FDMEE), metadata (HFM), or rules (HFM) must be tested and dummy data is used to flush out errors.

The UAT environment is also utilised for large scale changes which may require more time to implement and test. This would be used in the case of application of a new accounting standard affecting multiple parts of the reporting formats, or the cleanse and refresh of the hierarchies. Robust testing also takes place before these changes are implemented into the PROD environment.

DHSC intend to review the reconciliation and test process as part of business as usual, within the lifetime of this support contract.

6. System administrator and user skills

DHSC have been using OPMEE/Hyperion since 2009, with the current build being implemented during 2016. User experience and knowledge levels differ between users depending on team requirements and staff rotation. The team currently tasked with maintaining the system have responsibility to not only manage the collection inputs and reporting accuracy, but also develop the main financial accounting report formats. This is in addition to also managing user access and liaising with the supplier and internal IT support on system performance.

The current team is relatively inexperienced, although have the benefit of online learning on functionalities of the system. Knowledge among other users is limited to their experience of how they use the system and while there is some best practice sharing, the variety of reporting from the system does not always make shared experiences compatible. To that end the System Team maintain a suite of process notes, user guides, FAQs and provide ad hoc training to promote the basics, with any non-standard process variations expected to be included within a team's own guidance. A system administration training as well as ongoing user support must be available from the supplier.

Whilst not part of this project, how knowledge can be shared between teams to deliver all round performance improvements from using the system is being assessed and reviewed. This includes update of the current process notes and guides, along with identifying alternative knowledge delivery and sharing methods where required.

2. BUSINESS OBJECTIVES

1. Background

The Financial Information Consolidation System is a fundamental cornerstone to the Department of Health and Social Care in delivery of key business information objectives.

2. Business objectives

The key business information objectives are:

- Collection of data from a wide range of sources to produce a high-quality Departmental Report and Accounts;
- In-year collection of data and financial reporting of actual results and forecasts;
- Reporting of results to Central Government for Estimate and Whole of Government Accounts purposes;
- Reacting to Parliamentary Questions (PQs) and further requests for information, for example Freedom of Information (FOI) requests, in house requests for data to aid analysis of financial results;
- Flexibility to add additional data collections and to summarise and report easily against these;
- Communication of guidance etc. to the Departmental bodies.

The main scope of the above objectives is operated around the activities of the Financial Reporting and Statutory Accounts branch as this branch is responsible for data collection, consolidation, and onward reporting of financial information.

In particular, the IT strategy considers the following key financial functions of that team:

- Data collection and storage;
- Accounts consolidation and account report production;

- Analysis of the account produced to ensure accuracy, completeness and a true and fair view.

The critical deliverable of this project is to ensure the continued smooth delivery of the above requirements while also identifying further reporting improvements from better use of system functionality

3. Conclusion

The fulfilment of the business-critical processes above will require establishment of a hosting and support system capable of delivering the Department's reporting requirements with at least the same level of performance as currently experienced. DHSC will be looking for a supplier to provide a managed service, hosting solution and maintaining software and hardware.

3. REQUIREMENTS CATALOGUE

3.1 Overview

This overview outlines the requirements the DHSC has for the FICS, presented as a catalogue. The solution provided initially needs to satisfy the current position in terms of data input and reporting. Consideration may be given to changing the methods of data input and refining and improving the mechanisms by which data is extracted from the system, although this is not an immediate requirement. Additionally, there are potentially further uses of the system and any proposed solution should be able to accommodate the additional uses identified.

Priorities in section 3.2 – 3.4 have been ranked using **MSL** prioritisation:

Must have – These provide the Minimum Usable Subset (MUS) of requirements which the project requires to deliver. If these cannot be supplied a tender offer may be rejected

Should have – These are important, and explanation of alternatives may be required if not available.

Like to have – Wanted or desirable requirement, however less important.

DHSC are looking for a supplier to provide a managed service, hosting solution and to maintain software and hardware.

To summarise, the following are the essential features of the Financial Consolidation solution to be procured:

- Flexible and capable of supporting more than one reporting requirement (for example, actual, forecast and budget scenarios) upon any given set of data held in the system with the ability to select and include the same set of data in many different

consolidation entities and hierarchies with multiple mappings to support those reporting needs.
- Scaleable solution that can react to changes in the make-up of the DHSC group to enable DHSC to consider greater or fewer number of entities, and perform effectively without loss of capacity where volumes are upturned. The solution should also be capable of retaining seven years of Group financial data.
- Capable of performing complex consolidations and compute automatic eliminations between group entities.
- Interfaces with current input and output mediums, flexible to accept new mediums, to be defined in design, in the future.
- Flexible to react to changing accounting requirements.
- Accessible by users in DHSC offices and remotely.
- Secure system allowing remote access to specific Departmental users, maintaining a secure environment in line with Department data retention and access requirements

The overriding requirements is that the DHSC are able to transfer the existing LCM and MSSQL backups currently accessed via Oracle EPM Workspace version 11.2.14.0.000, Smartview for Office version 23.100 or Oracle Financial Management metadata client version 11.1.2.3.502. This will enable the transfer of the following:

- **Shared Services**
- **Calc Manager**
- **Financial Reporting**
- **HFM (including data and Artefacts)**
- **FDMEE**
- **Reporting and Analysis**

Should the above be transferred successfully then the DHSC would expect the Must haves that following in section 3.2 and 3.3 to be immediately available.

The detailed requirements of the project which satisfy the key objectives listed at 2.2 are detailed in the requirements catalogue below which is split into five elements:

3.2 Non-Functional requirements

3.3 Functional requirements;

a) Inputs, b) Hyperion Consolidation Module, and c) Outputs

3.4 Contract and Management

Key to table priority ranking below:

M Must have component

S Should have component

L Like to have component

ID	Summary	Summary Detail	Priority
1.	Non-functional general requirements		
	a) System required specification		
NFG1	Ability to migrate LCM and MSSQL back up from existing system.	Minimum system requirements require compatibility with: • Oracle EPM Workspace v11.2.14.0.000 • Smartview for Office v23.100 • Oracle Financial Management v11.1.2.3.502 Ability to transfer data and backups from the following areas: • Shared Services • Calc Manager • Financial Reporting • HFM (including data and Artifacts) • FDMEE • Reporting and Analysis Should suppliers have options which would see the system being hosted on a newer platform or version than above, the implementation plan provided should include assurance of how the new version could be sufficiently tested within the transition window available.	**M** **M**
	b) Service Design Requirements		
NFG2	Performance, Response Times.	System functions are expected to perform within acceptable time limits relative to the number of concurrent users, complexity of function being performed, and the size of data being processed. Peaks in use due to timing (e.g. high initial use that tapers off) and business cycles must not degrade performance to an unacceptable level. Acceptable levels are defined in Appendix 4.	**S**

ID	Summary	Summary Detail	Priority
		Numbers of transactions that will need to be processed will be assessed during the design phase however to give context the csv files input into FDM can contain up to 200,000 rows of data, dependent on the source of data and so the system should be able to perform well with that file size.	S
		When loaded with expected volumes of data, the system is expected to provide responses to any standard screen enquiry within 8 seconds and produce print files for any consolidation report within 3 minutes.	S
		Suppliers are requested to demonstrate how they can meet, or better, the current performance expectations for the above standard operations.	S
NFG3	Capacity, Compatibility, Interoperability, Scalability.	The system must be able to run on known current and planned environments (e.g. Windows 10 and 11 O/S), and work with other standard software and hardware. Current and forecast use must be planned and provided for in terms of data storage, network bandwidth, known bottlenecks and any other resource use.	M
NFG4	Security.	The system must provide appropriate security features and be hosted in a secure environment, while allowing users appropriate access as simply as possible. The information to be held on the system is accounting data which may not yet be published (in the public domain) and so will be required to be held as the Government Security Classifications level of Official and as such it should be stored and transmitted securely using appropriate measures and managed by	M

ID	Summary	Summary Detail	Priority
		appropriately vetted staff. Suppliers will be expected to: • Provide details of their security policy which applies to the service • Explain and provide evidence of how the service being offered is managed in line with NCSC Cloud Security Principles. Please refer to the below web address for further details. https://www.ncsc.gov.uk/collection/cloud-security?curPage=/collection/cloud-security/implementing-the-cloud-security-principles • Provide evidence of their security certifications and to what extent the service being offered falls within the scope of the certifications. DHSC information is to be safeguarded under the UK Data Protection regime. The Supplier must be able to state to DHSC the physical locations in which data may be stored, processed and managed from, and what legal and regulatory frameworks DHSC information will be subject to at all times.	

ID	Summary	Summary Detail	Priority
			M
NFG5	Off-Shoring Models	Suppliers must comply with the HMG Off-shoring risk assessment if any part of their service proposal involves operations outside the UK. Therefore, suppliers are required to clearly indicate in their bids if system support, administration, back-office functions, or data storage will be based outside the UK, specifying the exact locations.	M
NFG6	Browser Access.	If the system is used through browser software, it must work with standard DHSC browser versions: Microsoft Edge and Firefox. The system must consider the development of browsers to afford future proofing of system. If the supplier solution requires a specific component or add-on such as Java, please state those requirements.	M M
NFG7	Accessibility.	When going out to tender, the supplier will be referred to the Cabinet Office's standards on accessibility (rated AA) for impaired users. A full information pack will be provided detailing these.	M
NFG8	Compliance, Certification, Legal, Standards.	The System must conform to Data Protection, confidentiality and Freedom of Information requirements. Any legal, copyright, patent and licensing requirements must be met. Any relevant standards (e.g. ISO) must be met. Any certificates needed to run or support the system must be in place.	M
NFG9	Access control.	The system must provide best practice access control, with ability to define user roles and attach access permissions accordingly, vary those roles for individuals as needed and attach standard or customised role definitions to password protected user identities.	M

ID	Summary	Summary Detail	Priority
		Role definitions and customised individual definitions for access control to include ability to limit read / write access to selected bodies / consolidation entities, and / or selected body types / consolidation entity types. All changes to user access (additions, removals, changes to access level or rights) must be able to be done by DHSC system administrators.	**M** **M**
NFG10	Access Sign on	The service will use the DHSC Azure Active Directory (AD), which offers an Application Proxy feature that allows DHSC users to access and authenticate with on-premises web applications. It consists of two main components: • Application Proxy service—runs in the cloud • Application Proxy connector—runs on on-premises servers The service and connector interact to securely transmit user sign-on tokens from Azure AD to a web application. The potential supplier must access the HFM application utilising the Azure Application proxy SSO via a DHSC Azure AD identity, which will require the potential supplier to use a unique a dedicated IP address(s) when accessing HFM. Alternatively, if the hosted solution can provide it, DHSC would require an Azure AD Single-Sign-on integration using an Azure Enterprise App.	**M**
c) Service Transitional Requirement			

ID	Summary	Summary Detail	Priority
NFG11	Supportability, Extensibility, Modifiability.	A support contract must be in place to provide for system support and a timetable of availability must be agreed to timetable maintenance (such as software and hardware updates) to ensure these routines are outside key loading data activity times. Requests for planned outages should be submitted to DHSC for approval with a minimum of 4 weeks' notice. It is the intention of the Department to ask for the supplier to provide a rate card for services that may be outside of the agreement in place to be called off on an ad hoc basis for the usage of the Department with mutual agreement during the conduct of the service.	**M**
NFG12	Portability.	The system must either be built and deployed in such a way as to be relatively easily moved to any new environment or host, or if not, the associated risks this brings should be identified and actioned accordingly.	**M**
d) Service Operating Requirements			
NFG13	Availability, Reliability, Resilience, Robustness.	System must be available 24 hours a day, seven days a week other than agreed downtime within the agreed SLA for service availability. The supplier should provide details of standard SLAs, helpdesk model and service credits applicable to this service. The helpdesk model will be an evaluation criterium of the contract award. The supplier should explicitly outline their proposals for redirecting DHSC infrastructure problems that are identified by this service application Helpdesk.	**M**
NFG14	Quality.	The deployed system must not experience an unacceptably high number of faults or bugs in the production environment(s) to ensure that the production system is available no less than 99% of time. Other quality measures will include monitoring and reporting on system availability and performance.	**M**
NFG15	Hosting within managed service.	The DHSC would like to procure a fully managed service with off premise software and hardware, hosted external to the DHSC network, whereby the Hyperion modules procured are accessed via	**M**

ID	Summary	Summary Detail	Priority
		DHSC trusted network likely to be a Virtual Private Network (allowing access to a secure area outside the local network). The supplier is requested to provide details of the cloud patching policy implemented for the service and make recommendation on which release of software should be deployed in the proposed solution. The proposed service shall include all management and costs of the hardware, software (including software upgrades), maintenance, patches and technical management of interfaces and integrations provided as part of the solution, and licences associated with third party software. The service shall be documented in a Service Level Agreement (SLA) and suppliers are requested to provide further details of their standard SLA and detail how requirements set out in this document are variants to that. The supplier shall confirm that they will appoint a Service Manager who will regularly meet with DHSC at least monthly during transition and quarterly thereafter. Suppliers should explain their proposals for the format of that meeting.	**M**
NFG16	Able to support minimum 50 named Hyperion consolidation module users and 10 named FDMEE, or other feeder system users.	The system should be capable of coping adequately with 40 concurrent named Hyperion consolidation module users, with scope for increased users, to ensure processes do not slow at high traffic times. Initially 40 users will be required from implementation. Similarly, 15 FDM, or other feeder system, named users will be required initially.	**M**
NFG17	Able to support current and potential future processing and storage volumes.	The system must support the possible intersection combinations allowed for by the metadata and rules files, as identified by dimension in Appendix 2.	**M**

ID	Summary	Summary Detail	Priority
		Balances are to be held for all quarters in the current year and also for the previous six financial years for historic enquiry and reporting. It should also be noted that the DHSC will need to respond to any future changes in legislation and/or reconfiguration of the DHSC group and related account formation. Therefore, incoming software solutions should to be scaleable to accommodate these changes, with scope to at least double the number of members per dimension.	**M** **M**
NFG18	Ability to purge and / or archive data from the system.	The system is expected to provide flexible, user-definable facilities to purge data that is no longer required for statutory record keeping purposes, and / or archive historic data and hold this separately from data to be included in live system enquiries and reports. System should record the username of whoever purges the data, plus date and time of action.	**S**
NFG19	Business continuity.	The supplier must state how the service can be restored in the event of a serious incident, specifically the Recovery Point Objective (RPO) and Recovery Time Objective (RTO). The RPO should not be earlier than the end of the preceding working day. The RTO should be within 8 working hours of the incident occurring. The supplier should provide details of how data is backed up and storage or location arrangements to prevent concurrent loss of system and data. Working hours are 8am to 6pm (UK Local time) The supplier should outline arrangements for disaster recovery, in the event of an incident that	**M**

ID	Summary	Summary Detail	Priority
		causes major loss or damage to the system or hosting environment.	
NFG20	Compliant with Web Services architecture.	The system must be hosted so that all functionality is available to DHSC users from a web browser.	**M**
NFG21	System to be accessible via remote access.	All aspects of the consolidation system, including report design and production, must be available remotely to authorised DHSC users via an internet connection. The supplier will need to work with other DHSC IT partners and Desktop Supplier to enable configuration of remote access.	**M**
NFG22	User-definable help files.	The creation and maintenance of Help files must be an integral part of the system. It will be necessary to distinguish different types of help to the user, in particular high-level help relating to the navigation and general use of the system, and detailed help on individual fields within screens.	**L**
NFG23	System Support	System support required as an integral part of the solution deployment will normally run Monday-Friday 8am to 6pm (UK local time). It should be deployed by staff who have current experience of the Hyperion products and configuration being supported. However, at specified times, agreed in advance, support hours may increase to be seven days a week 6am to 11pm with certain named users being authorised to initiate support requests. Normally these periods are specified weeks within March to June each year; however specifics will be explored during the design phase.	**M**

ID	Summary	Summary Detail	Priority
		The supplier is asked to advise on costs and an operation model that will meet these essential support requirements. DHSC requires the prioritisation of any problem reported by service category and severity on a proactive and reactive problem management basis. Suppliers are requested to state the response times they would propose, but these should be no less than the table below. Suppliers are requested to propose an escalation procedure, differentiated for each of the above levels for DHSC to consider with clear indication of the interfacing positions expected to be at DHSC.	S

Priority	Description	First Response	Progress	Fix
1	Total apparent system loss or total inability to use a module do to functionality or security problem.	15 mins	1 hour	8 hours
2	A large number of users unable to access the system as normal. One or more users are unable to carry out critical business processes.	45 mins	5 hours	8 hours
3	One or more users are unable to perform some functions within the system. No critical systems/processes affected	8 hours	24 hours	48 hours
4	Minor or cosmetic problem with some functions within the system. Does not stop system from performing designed function	8 hours	120 hours	240 hours not inclusive of, weekends, Bank Holidays or other public UK holidays

ID	Summary	Summary Detail	Priority
5	Project/Development Request	120 hours	As agreed	As agreed
NFG24	Implementation support/Training	The supplier must provide full support during the system implementation and ongoing user assistance. This includes comprehensive training for the systems team to ensure best practices are adopted and shared with the broader user base. Suppliers are requested to include in their bids a detailed training plan, including the associated costs.	**M**
2. Functional requirements **a) Inputs**			
FRI1	FDMEE should be capable of importing data based on a number of criteria to be set by DHSC	FDMEE should accept data based on compatibility with the HFM metadata in a range of circumstances. DHSC must have the ability to establish and create these load parameters based on the following: • Different source formats, both external to and from within the system • Bespoke dimension mapping based on HFM or other chart of accounts formats • Different load locations for different clusters of entities, scenarios and account codes • Use of logic rules to create multiple data lines to export from a single source • Validation of data imports against the Rules file to highlight invalid combinations set via no input rules. The above are expected to be standard Oracle EPM functionality	**M**
FRI2	FDMEE should be capable of housing a reporting calendar to be defined by administrators of the	Calendars should be set for both future and historical data at monthly intervals to coincide with the DHSC financial reporting year - April to March. Periods should be capable of being opened and closed and being pointed to the correct application. To illustrate, after each financial year end, after the accounts have been laid in	**M**

ID	Summary	Summary Detail	Priority
	system. This calendar should be replicated in the Hyperion consolidation module.	Parliament, a new application is generated in HFM so that metadata and rules loaded for the previous year (application) can be frozen. Any changes to the metadata and rules are loaded against specific applications. Should have capability of reporting data in multiple periods e.g. monthly, quarterly etc.	**M** **S**
FRI3	The Hyperion consolidation module must remain capable of uploading and downloading journal data.	A variety of methods are used for importing journals, from the Manage/Create journal module, to internally developed journal uploader/jlf creator also based in Excel. There is also provision to download single or batches of journals in a .csv format which can be manipulated and uploaded into different accounting periods. This functionality is used heavily, especially to create opening balances and should be maintained as a minimum. Ability to create standard journal templates that can be produced on demand for relevant periods.	**M** **L**
FRI4	To enable continuity of existing change management process and data resilience	Since 2016, DHSC has been maintaining three environments which are currently held on different servers to introduce resilience should the Production environment be compromised or be unavailable. Settings, once developed, are rolled into each of the environments to ensure carbon	**M**

ID	Summary	Summary Detail	Priority
	strategy there should be the ability to hold two environments; Test and Production.	copies of the background settings are present. This methodology for having the three environments has recently been re-assessed and the number of environments required going forward will be reduced to two – UAT and PROD. Alternative strategies should be explored by Suppliers that could deliver the resilience but not have as heavy a maintenance burden.. Alternatively Suppliers are asked to verify current methodology is appropriate and best practice.	**S**
FRI5	Ability to develop a data collection method in a medium that can be tailored and disseminated to individual users for completion and upload.	Currently the consolidation schedule used to obtain financial data from most of the group entities, (each of whom will have a different chart of accounts), is an Excel based tool that is deployed by email for completion at each exercise. The suppliers are asked to propose alternative options to data collection. Any solution would need to be matched to the DHSC Security Policy and number of user licences available.	**L** **L**
FRI6	Ability to automate the summarisation of data by entity	Currently tests are performed upon each load of data to ensure input equals output. The test is in effect to compare summarised HFM output, with a summarised consolidation schedule input. The macros which address the summarisation and	**L**

ID	Summary	Summary Detail	Priority
	currently performed by macros and direct entry into test area.	data extraction, although effective, are labour intensive to maintain.	
3.3 Functional requirements **b) Hyperion Consolidation Module**			
FRC1	System to incorporate best practice accounting controls.	The system must incorporate financial accounting best practice, maintaining accounting controls as would be expected in any dedicated financial system, ensuring that all entries to the system are kept in balance and with automatic update of any control accounts. Suppliers are expected to explain how they ensure best practice is enabled.	**M**
FRC2	Full range of audit trail features and functions.	The system must provide the full range of audit trail features and functions normally expected in a dedicated financial system, including: • Inputs or amendments to charts of accounts and other standing data held on the system to be stamped with user ID, time and date. Consolidation adjustment and other journals to be stamped with user ID, time and date of posting and unique batch reference. Audit trail reporting facilities to include ability to list and sort transactions in any order required, by selected range of entity, account, intercompany body code, intercompany expense/revenue code, journal batch reference, date, journal type, user ID. This list is a minimum requirement.	**M** **S**
FRC3	HFM should be enabled to use standard functionality to edit and query data loaded through FDMEE, as required by DHSC	DHSC should be able to complete the following tasks within HFM, producing bespoke reports where required: • Roll forward closing balances from previous year to create opening balances	**M**

ID	Summary	Summary Detail	Priority
		• Update and manage metadata, rules and security profiles, with multiple hierarchies for reporting collected data in different formats • Lock down consolidation and journal periods • Bespoke data grids with drill-down to source transactions enabled	
FRC4	Ability to report on the status of bodies/ entities accounts to be included in a consolidation – Draft and Final.	The system should be able to report on the status of bodies / entities accounts to be included in a consolidation, indicating in each case whether the accounts have been submitted to the consolidation system, whether they are regarded by Group finance as fit for consolidation, and whether they are being submitted as audited or unaudited.	**L**
General-purpose journal entry			
FRC5	HFM should be enabled to use standard functionality to edit and query data loaded through FDMEE, as required by DHSC	DHSC should be able to complete the following tasks within HFM, producing bespoke reports where required: • Ability to post and reject journals to amend imported data • Use of journal templates to automate standard journals • Import journals in a range of format (direct keying, import JLF, desktop loading) • One-, two- and three-sided journals, unbalanced journals • Scan journals against rules for invalid combinations	**M**
Intercompany balance reconciliation, intercompany adjustments and eliminations			
FRC6	HFM should be enabled to use standard functionality to edit and query data loaded through FDMEE, as required by DHSC	DHSC should be able to complete the following tasks within HFM, producing bespoke reports where required: • Posting of journals to ICP codes / account and entity code combinations • Use of multiple plug accounts to drive automated elimination of I&E, A&L	**M**

ID	Summary	Summary Detail	Priority
		• Creation of bespoke reports to compare intercompany transactions across a range of entity combinations across the entity hierarchy. • Elimination of balances at sector level as well as full consolidation (e.g.at parent, grandparent, great-grandparent as defined by DHSC)	
FRC7	Intercompany balance mismatch reporting	The supplier should explore whether there is facility within system to generate e-mails, if required, which provide details of mismatched balances and can be sent directly to the relevant component body.	**L**
3.3 Functional requirements **c) Outputs**			
FRO1	FDMEE as well as the Hyperion consolidation module should produce output data in a range of document formats.	As a minimum FDMEE, as well as HFM, should produce files in Excel format, and where appropriate, html, csv and notepad for onward processing/consideration. Appendix 3 contains details of the main reports generated by system users from stored data, and the format in which they are produced.	**S**
FRO2	Flexible and easy to use reporting writing facilities.	The system should work with Excel Add-ins or similar functionality to populate Excel based Smartviews containing the financial tables which form the consolidated group accounts. Currently the built in reporting tool in HFM is not used to build the consolidated accounts tables. However, any in built reporting tool should be considered for this purpose. Dynamic link required between tables and notes produced by	**M** **S**

ID	Summary	Summary Detail	Priority
		system and the document used to publish the accounts. Consideration will be given to other compatible potential reporting solutions presented by suppliers for both accounts production and other future wider reporting requirements.	L
External interface to export data to Microsoft Office			
FRO3	Ability for documents held in Microsoft Office to be updated electronically with specified consolidation system data.	To eliminate any possible need for reinputting of data at final report production stage, the system supports electronic update of final consolidated accounts layouts held in Microsoft Office documents. As a minimum, there will be a dynamic Smartview Add-in link between the accounting tables and notes produced by the system, and the same tables and notes as reproduced in MS Word or other suitable version of the accounts. The ideal would be such that financial information can be updated directly whenever the version in the Hyperion consolidation module changes and refresh this embedded data without rework and create a version stamped next version. Suppliers should present the options for linking the financial outputs directly to a recognised publishing tool, to produce the various statutory accounts in a format suitable for publication, will be investigated.	S M S L

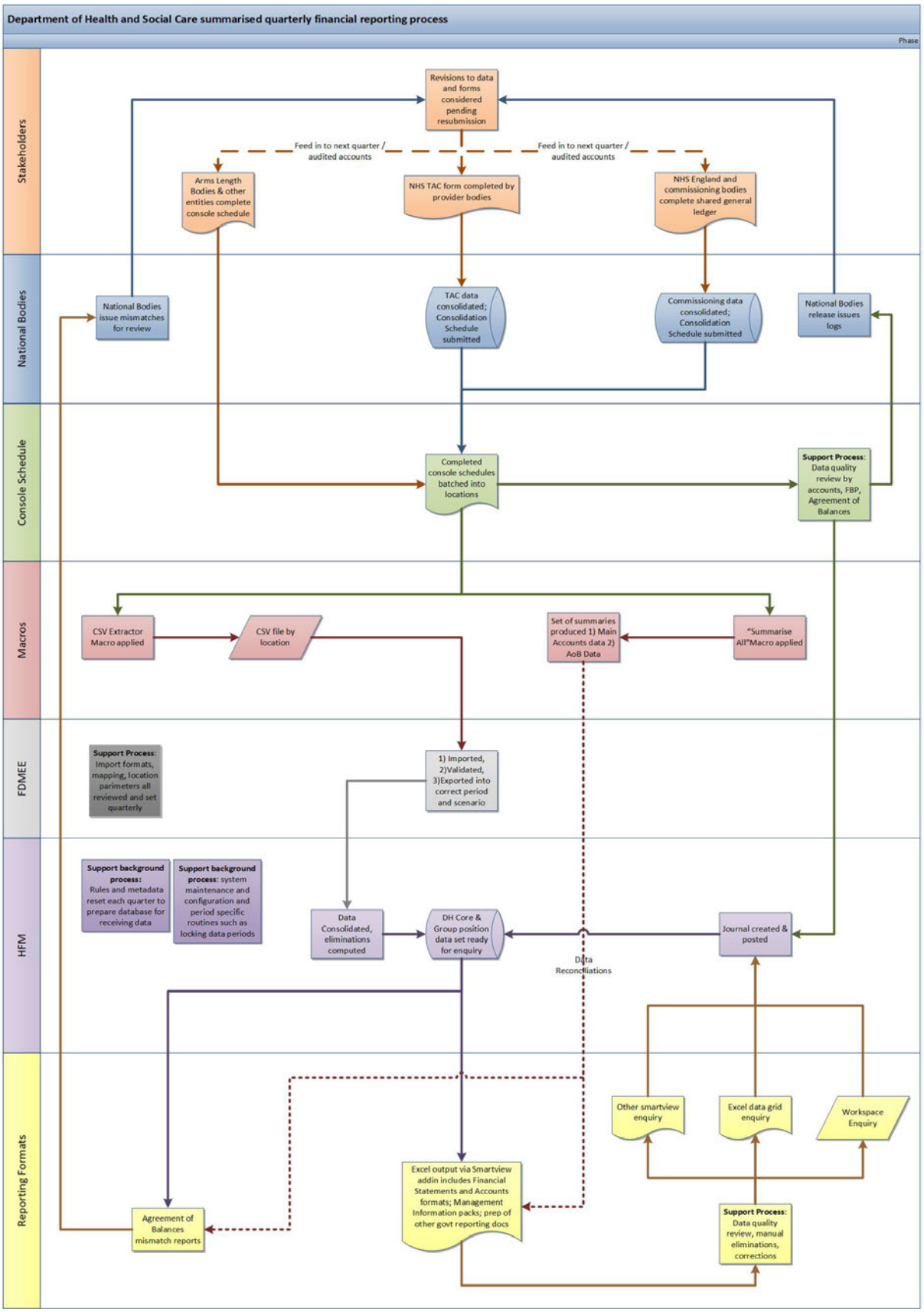
ID	Summary	Summary Detail	Priority
		A copy of the DHSC 2022-23 annual accounts to provide detail of the complexity and current format of the Annual Report and Accounts can be found at: *Department of Health and Social Care Annual Report and Accounts 2022-23 (publishing.service.gov.uk)*	
FRO4	Publishing tool.	Consideration to be given to a reporting module which should be capable of producing the Annual Report and Accounts in a format which is ready for publishing and can have other Annual Report information easily incorporated.	**S**
3.	Contract and Management		
C&M1	Project Organisation and Staffing.	The supplier shall provide details of the organisational structure they would expect to put in place to manage implementation and delivery of this contract. The supplier shall declare Key Personnel, who are named individuals, including their roles and responsibilities. These individuals are part of the commitment on behalf of the supplier and will be committed to the project. The supplier shall demonstrate they have the appropriate experience, facilities and resources to manage and deliver the proposed work.	**M** **M** **M**
C&M2	Risks and Issues Management.	The supplier shall be responsible for the management of risks and issues and setting up Risk and Issues Logs to identify and manage risks as they arise, throughout the contract.	**S**

ID	Summary	Summary Detail	Priority
C&M3	Resilience and Exit Planning	The supplier shall be required to produce Exit and Resilience plans to demonstrate how the support service and platform hosting will continue in the event of: • Unexpected loss of service • Planned exit from the contract (notice of expiring) • Unplanned exit from the contract	**M**

GLOSSARY

Term	Description
ALB	Arm's Length Body
AoB	Agreement of Balances
DHSC	Department of Health and Social Care
FDMEE/FDQM	Financial Data Management (Enterprise Edition)
FICS	Financial Information Consolidation System
FOI	Freedom of Information (Request)
FReM	His Majesty's Treasury Financial Reporting Manual
HFM	Hyperion Financial Management
HMT	His Majesty's Treasury
NAO	National Audit Office
NHS	National Health Service
OSCAR	Online System for Central Accounting and Reporting (HMT system)
PQ	Parliamentary Question
SpHA	Special Health Authority
WGA	Whole of Government Accounts

Appendix 1: Hyperion system process map



Appendix 2: Rules and metadata

Metadata and rules structures

Dimension	Use	Total lines	Unique members
Scenario	Reporting category	4	4
Entity	Source of data	4211	2115
Account	High level data type split by Customs	4395	2835
ICP	Intercompany transactions	As entity	As entity
Custom1	Movements in balance sheet and budget categories	1300	426
Custom2	Subjective analysis	357	194
Custom3	HMT estimate lines (cost centres)	242	98
Custom4	Data source and collection point (draft and final)	62	32
Rules	Additional system governing criteria	11566	approx 1,500 rules

The table above shows the use of different dimensions within FICS, and the number of members within each dimension. “Total lines” represents the number of members in the full hierarchy, including parent codes and labels. “Unique members” is the number of members in each hierarchy after duplicates (where part of the hierarchy is reused) are removed.

Not all combinations above are valid, and the rules file includes no-input rules to prevent usage between certain combinations. Additionally, some of the members are no longer in active use, but need to be retained for query of prior year accounts.

Appendix 3: Standard report formats

	Report	Preparation
R1	DHSC Consolidated Annual Report and Accounts tables.	Smartview linked Excel workbook
R2	DHSC Core Account Report.	Word document with embedded Excel tables and other narrative disclosures; some disclosures and Excel tables are linked to the Accounts Smartview workbook
R3	DHSC Consolidated Annual Report and Accounts tables including final accounts movement.	As above, but for the full consolidation boundary rather than the DHSC single entity
R4	Extract data at organisation level to facilitate Hyperion consolidation module using alternative multiple hierarchies for example to support HMT OSCAR reporting.	An excel workbook uses extracts from the ALB Consolidation Schedules and a Smartview link to map balances from the Hyperion CoA to the OSCAR CoA
R5	Extraction of Inter WGA transactions and balances to populate the data collection tool (Excel template) and OSCAR from Hyperion consolidation module.	Smartview linked excel workbook extracts data to produce a TB style balance format, linked to the OSCAR CoA
R6	Report with mismatched AoB balances at org level (adherence to tolerance limits). To include I&E report, Debtor/Creditor report and including unsuppressed matches.	Entity specific mismatch reports (i.e. difference between entity income and counterparty expenditure) generated from standard Intercompany Reports, and filtered/formatted using bespoke VBA Macro
R7	Automatic report to identify Validation corrections and General corrections to unaudited accounts including eliminations.	Currently managed via a combination of bespoke rules in the Rules file, with pass/fail values highlighted on the Accounts workbook, and also via separate bespoke Smartview Excel workbook for period on period comparison
R8	Journal report for journals applied at any stage (Draft and Final) or reporting period. This should include a list of all journals produced, detailing who has raised and who has posted/authorised the journal as well and time stamp.	Standard journal reports produced at a point in time; reports set up to include all relevant, changeable metadata dimensions, with separate reports to show All and Posted only journals for each period.

	Report	Preparation
R9	Data dictionary – detailed catalogue of each hierarchy and custom dimension within the chart of accounts.	Metadata app files are converted into a searchable Excel format using VBA Macros

Appendix 4: Expected response times

Expected system processing response times (based on 35 concurrent users)

FDMEE	**Volume of data**		
	500 lines	**15,000 lines**	**200,000 lines**
Import and Validate	< 20 seconds	< 1 minute	< 2 m
Export to HFM	< 30 seconds	< 90 seconds	< 2 m 30s
Year-end roll overs			5 – 10 minutes
Import mapping		< 30 seconds	
HFM	**Periods selected**		
	1	**6**	**12**
Consolidate all with data (data export)	<30 seconds	<1 minute	<2 minutes
Consolidate all (opening balance routine)	<5 minutes		
Import metadata	<30 seconds		
Import Rules	<30 seconds		
Run Posted Journal report	<30 seconds		
Run Intercompany reports	<3 minutes		
Reporting	Environment		
	PROD	UAT	
Accounts Excel Workbook – single tab	<5 seconds	<10 seconds	
Accounts Excel Workbook – full refresh	<30 seconds	<45 seconds	
AoB Data Reconciliation	<1 minute	<90seconds	
ALB Consolidation Schedule	<1 minute	<2 minutes	
Ad hoc data grid (20 intersections)	<10 seconds	<15 seconds	
Ad hoc data grid (100 intersections)	<30 seconds	<30 seconds	

Maintenance	Environment	
	PROD	UAT
Copy applications between environments	c. 20 minutes	c. 25 minutes
Extra Task Audit logs (quarterly)	<30 seconds	
Extract Data Audit logs (quarterly)	<120 seconds	

V. Annex 3 – Charges

VI. Annex 4 – Supplier Tender

4. AWARD QUESTIONNAIRE (TECHNICAL ENVELOPE)

1.1 INTRODUCTION

1. This document sets out the questions that will be evaluated as part of the Quality Envelope of the Further Competition ref C309338.

1.1.1 The following information has been provided in relation to each question:

1.1.1.1 Weighting – highlights the relative importance of the question and will be used to calculate the weighted Quality score; and

1.1.1.2 Guidance – sets out information for the Tenderer to consider when preparing a response.

1.2 DOCUMENT COMPLETION

1.2.1 Tenderers must provide an answer to every question in the designated response sections below each question box. **All responses must be written in English, Arial font, font size 11, and line spacing 1.15. Margins must be set to Normal setting (2.54cm margin from all directions).**

1.2.2 Tenderers must respond within the specified word count / page count limits detailed against each question. Any part of the response beyond the specified word / page count limit will **not** be evaluated. Any images, diagrams or other visuals used in a response will be included within the word count / page count limits specified.

1.2.3 Tenderers **must not** alter / amend the document in any way, other than providing responses in the allocated response sections.

2. Tenderers **must not** submit any additional information with their Tender other than that specifically requested in the question.

3. The word count is inclusive of all text and images.

1.3 MARKING SCHEME

1.3.1 The Marking Scheme that will be used to score Tenderer's responses to this questionnaire is provided in Attachment 1 – Invitation to Tender.

[redacted]