

**Dated**

**2024**

- (1) The Government Legal Department**
- (2) vLex Justis Limited**

**Agreement**

relating to the Provision of Online Legal Resources

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THIS AGREEMENT is made on

**BETWEEN:**

- (1) The Government Legal Department, 102 Petty France, London SW1H 9GL  
(Customer);
- (2) vLex Justis Limited, 4th Floor 115 George Street, Edinburgh, Scotland, EH2 4JN.  
(Supplier).

**BACKGROUND:**

- (A) The Customer is looking to place its requirement for the provision of outline legal resources with a number of suppliers.
- (B) The Supplier has agreed to supply the Services on the terms of this Agreement.

**IT IS AGREED:**

**1 Definitions and interpretation**

- 1.1 In this Agreement, including its recitals, the following expressions shall have the following meanings:

**Approval** means the prior written consent of the Customer and **Approve** and **Approved** shall be construed accordingly;

**Customer Representative** means the representative appointed by the Customer from time to time in relation to this Agreement;

**Customer Confidential Information** means all Customer Personal Data and any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, Know-How, personnel, and suppliers of the Customer, including all IPRs, together with all information derived from any of the above, and any other information of the Customer clearly designated as being confidential or which ought reasonably be considered to be confidential (whether or not it is marked **confidential**);

**Customer Data** means:

- (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, and which are:
  - (i) supplied to the Supplier by or on behalf of the Customer; or

	(ii) which the Supplier is required to generate, process, store or transmit pursuant to the Contract; or
	(b) any Personal Data for which the Customer is the Controller.
<b>Customer Premises</b>	means any premises owned, occupied or controlled by the Customer or any other Customer which are made available for use by the Supplier or its Sub Contractors for provision of the Goods;
<b>BACS</b>	means the Banks Automated Clearing System;
<b>CEDR</b>	means the Centre for Effective Dispute Resolution;
<b>Change in Law</b>	means any change in Law which impacts on the Services or any part thereof and/or this Agreement and which comes into force after the Commencement Date;
<b>Change of Control</b>	shall have the meaning set out in clause 5.2.2 (Warranties and undertakings);
<b>Charges</b>	means the amount (exclusive of any applicable VAT) payable by the Customer under or in connection with this Agreement from time to time, which shall be calculated in a manner which is consistent with the Charging Structure as set out in Schedule 2 (Charging structure);
<b>Charging Structure</b>	means the structure to be used in the establishment of the charging model applicable to each Order, which structure is set out in Schedule 2 (Charging Structure);
<b>Commencement Date</b>	means the date set out in the Order Form at Schedule 3;
<b>Comparable Supply</b>	means the supply of services to another supplier which are the same or similar to the Services;
<b>Complaint</b>	means any formal written complaint raised by the Customer in relation to the performance of this Agreement in accordance with clause 35 (Complaints handling and resolution);
<b>Confidential Information</b>	means the Customer Confidential Information and/or the Supplier Confidential Information but does not include any information which relates to:

	<ul style="list-style-type: none"> <li>(a) the Supplier's performance under this Agreement; or</li> <li>(b) the Supplier's failure to pay any Sub-Contractor as required pursuant to clause 24.7 (Transfer and sub-contracting);</li> </ul>
<b>Contract Year</b>	means each consecutive 12-Month period during the Term commencing on the Commencement Date;
<b>Control</b>	means control as defined in sections 1124 and 450 of the Corporation Tax Act 2010;
<b>Data Loss Event</b>	means any event which results, or may result, in unauthorised access to Personal Data held by the Supplier under the Contract, and/or actual or potential loss and/or destruction of Personal Data in breach of the Contract, including any Personal Data;
<b>DPA and DPA 2018</b>	means the Data Protection Act 2018;
<b>Data Protection Impact Assessment</b>	means an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data;
<b>Controller, Processor, Data Subject, Personal Data, Personal Data Breach, Data Protection Officer</b>	each take the meaning given in the GDPR;
<b>Data Subject Request</b>	means a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data;
<b>Data Protection Officer</b>	means as it is defined in the GDPR.
<b>Data Subject</b>	means as it is defined in the GDPR;
<b>Data Protection Legislation</b>	<p>means:</p> <ul style="list-style-type: none"> <li>(a) the GDPR, the LED and applicable implementing Laws;</li> <li>(b) the DPA to the extent that it relates to the processing of Personal Data and privacy; and</li> <li>(c) all applicable Laws relating to the processing of Personal Data and privacy;</li> </ul>

**DOTAS**

means the Disclosure of Tax Avoidance Schemes rules which require a promoter of tax schemes to tell HMRC of any specified notifiable arrangements or proposals and to provide prescribed information on those arrangements or proposals within set time limits as contained in Part 7 of the Finance Act 2004 and in secondary legislation made under vires contained in Part 7 of the Finance Act 2004 and as extended to national insurance contributions by the National Insurance Contributions (Application of Part 7 of the Finance Act 2004) Regulations 2012, SI 2012/1868) made under section 132A of the Social Security Administration Act 1992;

**Environmental Information Regulations**

means the Environmental Information Regulations 2004 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such regulations;

**EU Model Clauses**

means the modernised standard contractual clauses for the transfer of personal data to processors established in third countries under Directive 95/46/EC of the European Parliament and of the Council, published in the European Commission Decision of 5 June 2021;

**EU GDPR**

means the General Data protection Regulations (Regulation EU 2016/679);

**Financial Distress Event**

means any of the following occurrences:

- (a) the Supplier or the Guarantor issuing a profits warning to a stock exchange or making any other public announcement, in each case about a material deterioration in its financial position or prospects;
- (b) there being a public investigation into improper financial accounting and reporting, suspected fraud or any other impropriety of the Supplier or the Guarantor;
- (c) the Supplier or the Guarantor committing a material breach of covenant to its lenders;
- (d) any of the following:
  - (i) commencement of any litigation against the Supplier, the Guarantor or any Key Sub-contractor with respect to financial indebtedness greater than £5m or obligations

under a service contract with a total contract value greater than £5m;

- (ii) non-payment by the Supplier, the Guarantor or any Key Sub-contractor of any financial indebtedness;
- (iii) any financial indebtedness of the Supplier, the Guarantor or any Key Sub-contractor becoming due as a result of an event of default; or
- (iv) the cancellation or suspension of any financial indebtedness in respect of the Supplier, the Guarantor or any Key Sub-contractor;

**FOIA**

means the Freedom of Information Act 2000 and any subordinate legislation made under that Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation;

**Force Majeure Event**

shall mean any event or occurrence which is outside the reasonable control of the Party concerned and which is not attributable to any act or failure to take preventative action by that Party including, without limitation:

- (a) acts of God, flood, drought, earthquake or other natural disaster;
- (b) epidemic or pandemic;
- (c) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;
- (d) nuclear, chemical or biological contamination or sonic boom;
- (e) any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition, or failing to grant a necessary licence or consent;
- (f) collapse of buildings, fire, explosion or accident;
- (g) interruption or failure of utility services;



<b>Fraud</b>	means any offence under Laws creating offences in respect of fraudulent acts (including the Misrepresentation Act 1967) or at common law in respect of fraudulent acts in relation to this Agreement or defrauding or attempting to defraud or conspiring to defraud the Crown;
<b>GDPR</b>	means the UK GDPR or EU GDPR as applicable;
<b>General Anti-Abuse Rule</b>	means: <ul style="list-style-type: none"> <li>(a) the legislation in Part 5 of the Finance Act 2013; and</li> <li>(b) any future legislation introduced into parliament to counteract tax advantages arising from abusive arrangements to avoid national insurance contributions;</li> </ul>
<b>General Change in Law</b>	means a Change in Law where the change is of a general legislative nature (including taxation or duties of any sort affecting the Supplier) or which affects or relates to a Comparable Supply;
<b>Good Industry Practice</b>	means standards, practices, methods and procedures conforming to the Law and the requirements of any Regulatory Body which is responsible for regulating the Supplier and 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 in providing the Services or services similar to the Services;
<b>Grave Misconduct</b>	means grave professional misconduct within Regulation 57(8)(c) of the Regulations and includes misconduct which would be regarded as serious by any Regulatory Body;
<b>Guidance</b>	means any guidance issued or updated by the UK Government from time to time in relation to the Regulations;
<b>Halifax Abuse Principle</b>	means the principle explained in the CJEU Case C-255/02 Halifax and others;
<b>Health and Safety Policy</b>	means the Customer's health and safety policy;
<b>Information</b>	has the meaning given under section 84 of the Freedom of Information Act 2000;
<b>Insolvency Event</b>	means any of the events listed in clause 18.9;

**Intellectual  
Property Rights or  
IPR**

means:

- (a) copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, service marks, logos, database rights, trade marks, rights in internet domain names and website addresses and other rights in trade or business names, design rights (whether registrable or otherwise), Know-How, trade secrets and moral rights and other similar rights or obligations;
- (b) applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction; and
- (c) all other rights whether registrable or not having equivalent or similar effect in any country or jurisdiction (including but not limited to the United Kingdom) and the right to sue for passing off;

**Interest**

means the Barclays Plc base rate plus 2% (two per cent) (compounded daily);

**Know-How**

means all ideas, concepts, schemes, information, knowledge, techniques, methodology, and anything else in the nature of know-how relating to the Services or any part thereof;

**Law Enforcement  
Purposes**

means as it is defined in the DPA;

**LED**

means the Law Enforcement Directive (Directive (EU) 2016/680);

**Law**

means any applicable Act of Parliament, subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978, exercise of the royal prerogative, enforceable community right within the meaning of section 2 of the European Communities Act 1972, rule of common law, regulatory policy, guidance or industry code, judgment of a relevant court of law, or directives or statute, bye-law, regulation, order, regulatory policy, guidance or industry code, rule of Court or directives or requirements of any Regulatory Body, delegated or subordinate legislation;

**Material Default**

means a material breach by the Supplier of this Agreement and/or any breach by the Supplier including but not limited to of any of the following

clauses: - clause 5 (Warranties and undertakings), clause 6 (Prevention of bribery and corruption and tax non-compliance), clause 9 (Non-discrimination), clause 15 (Data protection), clause 16 (Freedom of information) and clause 24 (Transfer and sub-contracting);

**Mediator** has the meaning set out in clause 36 (Dispute resolution);

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

**Month** means an entire calendar month and "Monthly" shall be interpreted accordingly;

**Occasion of Tax Non-Compliance** means:

- (a) any tax return of the Supplier submitted to a Relevant Tax Customer on or after 1 October 2012 is found on or after 1 April 2013 to be incorrect as a result of:
  - (i) a Relevant Tax Customer successfully challenging the Supplier under the General Anti-Abuse Rule or the Halifax Abuse Principle or under any tax rules or legislation that have an effect equivalent or similar to the General Anti-Abuse Rule or the Halifax Abuse Principle;
  - (ii) the failure of an avoidance scheme which the Supplier was involved in, and which was, or should have been, notified to a Relevant Tax Customer under the DOTAS or any equivalent or similar regime; and/or
- (b) any tax return of the Supplier submitted to a Relevant Tax Customer on or after 1 October 2012 gives rise on or after 1 April 2013 to a criminal conviction in any jurisdiction for tax related offences which is not spent at the Commencement Date or to a civil penalty for fraud or evasion;

**Party** means the Customer or the Supplier and **Parties** shall be interpreted accordingly;

<b>Processing</b>	has the meaning given to it under the GDPR but, for the purposes of this Agreement, it shall include both manual and automatic processing and <b>Process</b> and <b>Processed</b> shall be interpreted accordingly;
<b>Prohibited Act</b>	means: <ul style="list-style-type: none"> <li>(a) directly or indirectly offering, promising or giving any person working for or engaged by any Customer a financial or other advantage to induce that person to perform improperly a relevant function or activity or reward that person for improper performance of a relevant function or activity; or</li> <li>(b) committing any offence: <ul style="list-style-type: none"> <li>(i) under the Bribery Act 2010; or</li> <li>(ii) under legislation creating offences concerning fraudulent acts; or</li> <li>(iii) at common law concerning fraudulent acts in relation to this Agreement or any other contract with the Customer and/or any Customer; or</li> </ul> </li> <li>(c) defrauding, attempting to defraud or conspiring to defraud the Customer and/or any Customer;</li> </ul>
<b>Protective Measures</b>	means appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the measures adopted;
<b>Public Body</b>	means the <b>contracting authorities</b> as defined in the Regulations and "Public Bodies" shall be construed accordingly;
<b>Quarter</b>	means a period of three Months period beginning on 1 <sup>st</sup> January, 1 <sup>st</sup> April, 1 <sup>st</sup> July or 1 <sup>st</sup> October in any Year and <b>Quarterly</b> shall be construed accordingly;
<b>Receipt</b>	means the physical or electronic arrival of the invoice at the address of the Customer at the Customer's address in this Agreement or any other address given by the Customer to the Supplier for the submission of invoices;

<b>Regulations</b>	means the Public Contracts Regulations 2015;
<b>Regulatory Bodies</b>	<p>means government departments and regulatory, statutory and other entities, committees, ombudsmen and bodies (including the Financial Conduct Customer) which, whether under statute, rules, regulations, codes of practice or otherwise, are entitled to regulate, investigate, or influence:</p> <p>(a) the matters dealt with in this Agreement;</p> <p>(b) any Customer;</p> <p>(c) the Supplier; and/or</p> <p>(d) any Services provided by the Supplier, and "Regulatory Body" shall be construed accordingly;</p>
<b>Relevant Person</b>	means any employee, agent, servant, or representative of the Customer, any Customer or any other Public Body;
<b>Relevant Tax Customer</b>	means HMRC, or, if applicable, a tax authority in the jurisdiction in which the Supplier is established;
<b>Request for Information</b>	means a request for information relating to this Agreement, or the provision of the Services or any part thereof or an apparent request for such information under the Code of Practice on Access to Government Information, FOIA or the Environmental Information Regulations;
<b>Response</b>	means the Supplier's response to the Invitation to Tender;
<b>Security Policy Framework</b>	means the Government's Security Policy Framework (available from the Cabinet Office's Government Security Secretariat) as updated from time to time;
<b>Services</b>	Means the services described in Schedule 1 (Services) which the Supplier shall make available to the Customer
<b>Services Requirements</b>	means the requirements of the Customer or any Customer (as appropriate) for the Services from time to time;
<b>Specific Change in Law</b>	means a Change in Law that relates specifically to the business of the Customer which would not affect a Comparable Supply;

<b>Sub-Contract</b>	means the Supplier's contract with a Sub-Contractor whereby that Sub-Contractor agrees to provide to the Supplier the Services or any part thereof or facilities or other services necessary for the provision of the Services or any part thereof or necessary for the management, direction or control of the Services;
<b>Sub-Contractor</b>	means any person appointed by the Supplier to carry out any and or all of the Supplier's obligations under this Agreement;
<b>Supplier Confidential Information</b>	means any information, however it is conveyed, that relates to the business affairs, developments, trade secrets, Know-How, personnel and suppliers of the Supplier, including all IPRs, together with all information derived from any of the above, and any other information of the Supplier clearly designated as being confidential or which ought reasonably be considered to be confidential (whether or not it is marked <b>confidential</b> );
<b>Supplier Representative</b>	means the representative appointed by the Supplier from time to time in relation to this Agreement;
<b>Supplier Staff</b>	means all persons employed by the Supplier together with the Supplier's servants, agents, suppliers consultants and Sub-Contractors (and all persons employed by any Sub-Contractor together with the Sub-Contractor's servants, consultants, agents and suppliers) used in the performance of the Supplier's obligations under this Agreement;
<b>Term</b>	means as determined in accordance with clause 2 (Term of agreement);
<b>Third Party</b>	shall have the meaning set out in clause 26.1 (Rights of third parties);
<b>User</b>	shall mean: <ul style="list-style-type: none"> <li>(a) a user of the Services;</li> <li>(b) any other party engaging with the Supplier in connection with this Agreement</li> </ul>
<b>UK GDPR</b>	has the meaning given to it in the Data Protection Act 2018 ;
<b>VAT</b>	means value added tax in accordance with the provisions of the Value Added Tax Act 1994;

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

**Year** means a period of 12 consecutive months.

- 1.2 In the Contract, unless the context implies otherwise:
- 1.2.1 the singular includes the plural and vice versa;
  - 1.2.2 words importing the masculine include the feminine and the neuter;
  - 1.2.3 reference to a clause is a reference to the whole of that clause unless stated otherwise;
  - 1.2.4 references to a person include natural persons, a company, body corporate, corporation, unincorporated association, firm, partnership or other legal entity or central Government body;
  - 1.2.5 the words **other, in particular, for example, including** and similar words shall not limit the generality of the preceding words and shall be construed as if they were immediately followed by the words **without limitation**;
  - 1.2.6 headings are included for ease of reference only and shall not affect the interpretation or construction of the Contract;
  - 1.2.7 the Schedules form an integral part of the Contract and have effect as if set out in full in the body of the Contract. A reference to the Contract includes the Schedules;
  - 1.2.8 a reference to any Law includes a reference to that Law as amended, extended, consolidated or re-enacted from time to time; and
  - 1.2.9 references to the Contract are references to the Contract as amended from time to time;
- 1.3 The interpretation and construction of this Agreement shall all be subject to the following provisions:
- 1.3.1 words importing the singular meaning include where the context so admits the plural meaning and vice versa;
  - 1.3.2 words importing the masculine include the feminine and the neuter and vice versa;
  - 1.3.3 the words **include, includes, including, for example** and **in particular** and words of similar effect shall be construed as if they were immediately followed by the words "without limitation";
  - 1.3.4 references to any person shall include natural persons and partnerships, firms and other incorporated bodies and all other legal persons of whatever kind and however constituted and their successors and permitted assigns or transferees;

- 1.3.5 references to any statute, enactment, order, regulation, code, official guidance or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation, code, official guidance or instrument as amended or replaced from time to time by any subsequent enactment, modification, order, regulation, code, official guidance or instrument (whether such amendment or replacement occurs before or after the date of this Agreement);
- 1.3.6 headings are included in this Agreement for ease of reference only and shall not affect the interpretation or construction of this Agreement;
- 1.3.7 references in this Agreement to any clause, sub-clause or Schedule without further designation shall be construed as a reference to the clause or sub-clause of, or schedule to, this Agreement so numbered;
- 1.3.8 references in a Schedule to any paragraph or further designation shall be construed as a reference to the paragraph of the relevant Schedule so numbered;
- 1.3.9 a reference to a clause is a reference to the whole of that clause unless stated otherwise; and
- 1.3.10 in the event and to the extent only of any conflict between the clauses and the Schedules, the following order of precedence shall apply:
- (a) the clauses;
  - (b) the Schedules;
  - (c) any documents referred to in the clauses and the Schedules.

## **2 Term of agreement**

This Agreement shall take effect on the Commencement Date and, unless it is terminated earlier in accordance with its terms or otherwise by operation of Law, shall expire two Years from the Commencement Date.

## **3 Scope of agreement**

- 3.1 This Agreement governs the relationship between the Customer and the Supplier in respect of the provision of the Services by the Supplier to the Customer.
- 3.2 At all times during the Term the Supplier shall be an independent contractor and nothing in this Agreement shall be construed as creating a partnership, a contract of employment or a relationship of principal and agent between the Customer and the Supplier and accordingly neither Party shall be authorised to act in the name of, or on behalf of, or otherwise bind the other Party save as expressly permitted by the terms of this Agreement.
- 3.3 The Customer hereby appoints the Supplier as a provider of the Services .



- 3.4 The Supplier acknowledges that, in entering into this Agreement no form of exclusivity has been conferred on, or volume guarantee granted by the Customer in relation to the provision of the Services by the Supplier and that the Customer is at all times entitled to enter into other contracts and agreements with other suppliers for the provision of any or all services which are the same as or similar to the Services.

#### **4 Early warning and corrective action notices**

Notwithstanding the Supplier's right to issue of a Corrective Action Notice the Supplier shall notify the Customer in writing (as an **Early Warning Notice**) as soon as it becomes aware of any actual or potential:

- 4.1 Material Default; and/or
- 4.2 adverse effect and/or threat to this Agreement and/or
- 4.3 a Financial Distress Event; and/or
- 4.4 an Insolvency Event

#### **5 Warranties and undertakings**

- 5.1 The Supplier warrants and undertakes to the Customer that:
- 5.1.1 it has full capacity and authority and all necessary consents to enter into and to perform its obligations under this Agreement;
  - 5.1.2 this Agreement is executed by a duly authorised representative of the Supplier;
  - 5.1.3 in entering into this Agreement it has not committed any Fraud;
  - 5.1.4 it has notified the Customer in writing of any Occasions of Tax Non-Compliance and any litigation in which it is involved that is in connection with any Occasion of Tax Non-Compliance;
  - 5.1.5 no claim is being asserted and no litigation, arbitration or administrative proceeding is presently in progress, or, to the best of its knowledge and belief pending or threatened against it or any of its assets which will or might affect its ability to perform its obligations under this Agreement;
  - 5.1.6 it is not subject to any contractual obligation, compliance with which will be likely to have an adverse effect on its ability to perform its obligations under this Agreement;
  - 5.1.7 no proceedings or other steps have been taken and not discharged or dismissed (nor, to the best of its knowledge, are threatened) for the winding up of the Supplier or for its dissolution or for the appointment of a receiver, administrative receiver, liquidator, manager, administrator or similar officer in relation to any of the Supplier's assets or revenue; and
  - 5.1.8 in the three Years prior to the date of this Agreement (or, if the Supplier has been in existence for less than three Years, in the whole of such shorter period) it has:

- (a) conducted all financial accounting and reporting activities in compliance in all material respects with the generally accepted accounting principles that apply to it in any country where it files accounts; and
  - (b) it has not performed any act or made any omission with respect to its financial accounting or reporting which could have an adverse effect on the Supplier's position as an on-going business concern or its ability to fulfil its obligations under this Agreement.
- 5.2 The Supplier shall promptly notify the Customer in writing:
  - 5.2.1 of any material detrimental change in the financial standing and/or any change in the credit rating of the Supplier;
  - 5.2.2 if the Supplier undergoes a change of control within the meaning of section 450 of the Corporation Tax Act 2010 (a **Change of Control**); and
  - 5.2.3 provided this does not contravene any Law, of any circumstances suggesting that a Change of Control is planned or in contemplation.
  - 5.2.4 a proposal is made for a voluntary arrangement within Part I of the Insolvency Act 1986 or of any other composition scheme or arrangement with, or assignment for the benefit of, its creditors;
  - 5.2.5 a shareholders' meeting is convened for the purpose of considering a resolution that it be wound up or a resolution for its winding-up is passed (other than as part of, and exclusively for the purpose of, a bona fide reconstruction or amalgamation);
  - 5.2.6 a petition is presented for its winding up (which is not dismissed within 14 days of its service) or an application is made for the appointment of a provisional liquidator or a creditors' meeting is convened pursuant to section 98 of the Insolvency Act 1986;
  - 5.2.7 a receiver, administrative receiver or similar officer is appointed over the whole or any part of its business or assets;
  - 5.2.8 an application order is made either for the appointment of an administrator or for an administration order, an administrator is appointed, or notice of intention to appoint an administrator is given;
  - 5.2.9 it is or becomes insolvent within the meaning of section 123 of the Insolvency Act 1986.
- 5.3 For the avoidance of doubt, the fact that any provision within this Agreement is expressed as a warranty shall not preclude any right of termination the Customer may have in respect of breach of that provision by the Supplier.

## **6 Prevention of bribery and corruption and tax non-compliance**

### **Bribery and Corruption**

#### **6.1 The Supplier shall not:**

6.1.1 offer or give, or agree to offer or give, any gift or other consideration of any kind to any employee, agent, servant or representative of the Customer or any Customer, which gift or consideration could act as an inducement or a reward for any act or failure to act in relation to this Agreement or any other contract with any Relevant Person; or

6.1.2 engage in and shall procure that all Supplier Staff or any person acting on the Supplier's behalf shall not commit, in connection with this Agreement, or any other contract with the Customer or any other Customer, a Prohibited Act.

#### **6.2 The Supplier warrants and undertakes to the Customer that it has not:**

6.2.1 in entering into this Agreement breached the undertakings in clause 6.1;

6.2.2 paid commission or agreed to pay commission to the Customer, any Customer or any other public body or any person employed by or on behalf of the Customer, any Customer or any other, public body in connection with this Agreement; or

6.2.3 entered into this Agreement with knowledge, that, in connection with it, any money has been, or will be, paid to any person working for or engaged by the Customer in connection with this Agreement, or any other Customer, or that an agreement has been reached to that effect, unless details of any such arrangement have been disclosed in writing to the Customer before execution of this Agreement.

#### **6.3 The Supplier shall:**

6.3.1 immediately notify the Customer if it suspects or becomes aware of any breach of this clause 6; and

6.3.2 respond promptly to any of the Customer's enquiries regarding any breach, potential breach or suspected breach of this clause 6 and the Supplier shall co-operate with any investigation and allow the Customer to audit the Supplier's books, records and any other relevant documentation in connection with the breach.

6.4 If the Supplier, the Supplier Staff or any person acting on the Supplier's behalf, in all cases whether or not acting with the Supplier's knowledge, breaches clause 6.1 the Customer shall be entitled to terminate this Agreement by serving on the Supplier notice in writing with effect from the date specified in that notice.

6.5 Without prejudice to its other rights and remedies under this clause 6, the Customer shall be entitled to recover the amount of value of any such gift, consideration or commission in full from the Supplier and the Supplier shall on demand indemnify the Customer in full from and against any other loss sustained by the Customer in consequence of any breach of this clause 6.

## **Promoting Tax Compliance**

6.6 If, at any point during the Term or during the term of this Agreement, an Occasion of Tax Non-Compliance occurs, the Supplier shall:

6.6.1 notify the Customer in writing of such fact within five Working Days of its occurrence; and

6.6.2 promptly provide to the Customer:

(a) details of the steps which the Supplier is taking to address the Occasion of Tax Non-Compliance and to prevent the same from recurring, together with any mitigating factors that it considers relevant; and

(b) such other information in relation to the Occasion of Tax Non-Compliance as the Customer may reasonably require.

## **7 Safeguard against fraud**

7.1 The Supplier shall take all reasonable steps, in accordance with Good Industry Practice, to prevent any Fraud by the Supplier or the Supplier Staff.

7.2 The Supplier shall immediately notify the Customer in writing if it has reason to suspect that any Fraud has occurred, is occurring or is likely to occur save where complying with this provision would cause the Supplier or its employees to commit an offence under the Proceeds of Crime Act 2002 or the Terrorism Act 2000.

7.3 If the Supplier or the Supplier Staff commits Fraud, the Customer may:

7.3.1 terminate this Agreement in accordance with clause 18.2 (Termination) and recover from the Supplier the amount of any loss suffered by the Customer resulting from such termination, including the costs reasonably incurred by the Customer of making other arrangements for the supply of the Services and any additional expenditure incurred by the Customer throughout the remainder of the Term; or

7.3.2 recover in full from the Supplier, and the Supplier shall on demand indemnify in full and hold the Customer harmless from and against, any other loss sustained by the Customer in consequence of any breach of this clause 7.

## **8 Statutory requirements and standards**

8.1 The Supplier shall perform all its obligations under this Agreement:

8.1.1 in accordance with the requirements of this Agreement; and

8.1.2 in compliance with all applicable Laws.

8.2 The Supplier shall be responsible for obtaining and maintaining all licences, authorisations, consents or permits required in relation to the performance of its obligations under this Agreement.

8.3 On the request of the Customer Representative, the Supplier shall provide proof to the Customer's reasonable satisfaction that the processes used, or proposed to be used, conform to the Agreement.

- 8.4 To the extent that the standard of work has not been set out in this Agreement, the Supplier shall use the best applicable techniques and standards and perform this Agreement with all reasonable care, skill and diligence, and in accordance with Good Industry Practice.
- 8.5 The Supplier warrants and represents that all Supplier Staff assigned to the performance of the provision of the Goods shall possess and exercise such qualifications, skill and experience as are necessary for the proper delivery of the Goods in accordance with this Agreement generally.
- 8.6 To the extent the provision of the Goods or part thereof or Services constitute a regulated activity, the Supplier shall ensure it at all times obtains and maintains in force all licences and consents required from a Regulatory Body in respect of the provision of the Goods and/or Services.
- 8.7 The Supplier shall perform its obligations under the Agreement in accordance with:
- 8.7.1 all applicable equality Law (whether in relation to race, sex, gender reassignment, age, disability, sexual orientation, religion or belief, pregnancy maternity or otherwise);
  - 8.7.2 the Customer's equality, diversity and inclusion policy as given to the Supplier from time to time;
  - 8.7.3 any other requirements and instructions which the Customer reasonably imposes regarding any equality obligations imposed on the Customer at any time under applicable equality law; and
  - 8.7.4 take all necessary steps and inform the Customer of the steps taken to prevent unlawful discrimination designated as such by any court or tribunal, or the Equality and Human Rights Commission (or any successor organisation).
- 8.8 The Supplier shall, and procure that each of its Sub-Contractors shall, comply with:
- 8.8.1 the Modern Slavery Act 2015 (**Slavery Act**);
  - 8.8.2 and the Customer's anti-slavery policy as provided to the Supplier from time to time (**Anti-slavery Policy**).
- 8.9 The Supplier shall:
- 8.9.1 implement due diligence procedures for its Sub-Contractors and other participants in its supply chains, to ensure that there is no slavery or trafficking in its supply chains;
  - 8.9.2 respond promptly to all slavery and trafficking due diligence questionnaires issued to it by the Customer from time to time and shall ensure that its responses to all such questionnaires are complete and accurate;
  - 8.9.3 prepare and deliver to the Customer each Year, an annual slavery and trafficking report setting out the steps it has taken to ensure that slavery and trafficking is not taking place in any of its supply chains or in any part of its business;

- 8.9.4 report the discovery or suspicion of any slavery or trafficking by it or its Sub Contractors to the Customer and to the Modern Day Slavery Helpline; and
- 8.9.5 implement a system of training for its employees to ensure compliance with the Modern Day Slavery Act including highlighting to its employees the existence and contact details of the Modern Day Slavery Helpline.
- 8.10 The Supplier represents, warrants and undertakes throughout the Term that:
  - 8.10.1 it conducts its business in a manner consistent with all applicable laws, regulations and codes including the Slavery Act and all analogous legislation in place in any part of the world;
  - 8.10.2 its responses to all slavery and trafficking due diligence questionnaires issued to it by the Customer from time to time are complete and accurate; and
  - 8.10.3 neither the Supplier nor any of its Sub-Contractors, nor any other persons associated with it:
    - (a) has been convicted of any offence involving slavery and trafficking; or
    - (b) has been or is the subject of any investigation, inquiry or enforcement
    - (c) proceedings by any governmental, administrative or regulatory body
    - (d) regarding any offence regarding slavery and trafficking.
- 8.11 The Supplier shall notify the Customer as soon as it becomes aware of:
  - 8.11.1 any breach, or potential breach, of the Anti-Slavery Policy; or
  - 8.11.2 any actual or suspected slavery or trafficking in a supply chain which relates to the Agreement.
- 8.12 If the Supplier notifies the Customer pursuant to clause 8.10 of this Agreement, it shall respond promptly to the Customer's enquiries, co-operate with any investigation, and allow the Customer to audit any books, records and/or any other relevant documentation in accordance with the Agreement.
- 8.13 If the Supplier is in Default under clause 8.8 and 8.9 of this Agreement the Customer may by notice:
  - 8.13.1 require the Supplier to remove from performance of the Agreement any Sub-Contractor, Supplier Staff or other persons associated with it whose acts or omissions have caused the Default; or
  - 8.13.2 immediately terminate the Agreement.
- 8.14 The Supplier shall:
  - 8.14.1 ensure that all pay and benefits paid for a standard working week meet, at least, national legal standards in the country of employment;

- 8.14.2 provide all Supplier Staff with written and readily understandable information about their employment conditions in respect of pay before they enter employment and about their pay for the pay period concerned each time that they are paid;
- 8.14.3 not make deductions from pay:
  - (a) as a disciplinary measure;
  - (b) except where permitted by Law and the terms of the employment contract; and
  - (c) without express permission of the person concerned
- 8.14.4 record all disciplinary measures taken against Supplier Staff.
- 8.15 The Supplier shall ensure that:
  - 8.15.1 the working hours of Supplier Staff comply with the Law, and any collective agreements;
  - 8.15.2 the working hours of Supplier Staff, excluding overtime, is defined by contract, do not exceed 48 hours per week unless the individual has agreed in writing, and that any such agreement is in accordance with the Law;
  - 8.15.3 overtime is used responsibly, considering:
    - (a) the extent;
    - (b) frequency; and
    - (c) hours worked;
  - 8.15.4 the total hours worked in any seven-day period shall not exceed 60 hours unless:
    - (a) it is allowed by Law;
    - (b) it is allowed by a collective agreement freely negotiated with a worker's organisation representing a significant portion of the workforce;
    - (c) appropriate safeguards are taken to protect the workers' health and safety; and
    - (d) the Supplier can demonstrate that exceptional circumstances apply such as during unexpected production peaks, accidents or emergencies;
    - (e) all Supplier Staff are provided with at least:
      - (i) one day off in every seven-day period; or
      - (ii) where allowed by Law, two days off in every 14-day period.
- 8.16 The Supplier shall:
  - 8.16.1 where relevant, ensure that all Supplier Staff, are employed on the condition that they are permitted to work in the UK, and;

- 8.16.2 notify the authority immediately if an employee is not permitted to work in the UK.
- 8.17 The Supplier shall perform its obligations under the Agreement in accordance with:
  - 8.17.1 all applicable Law regarding health and safety; and
  - 8.17.2 the Customer's Health and Safety Policy while at the Customer's Premises.
- 8.18 Each Party shall notify the other as soon as practicable of any health and safety incidents or material health and safety hazards at the Customer's Premises of which it becomes aware and which relate to or arise in connection with the performance of the Agreement. The Supplier shall instruct Supplier Staff to adopt any necessary safety measures in order to manage the risk.
- 8.19 The Supplier shall comply with the Welsh Language Act 1993 and the Welsh Language Scheme as if it were the Customer to the extent that the same relate to the provision of the Goods.

**9 Non-discrimination**

- 9.1 The Supplier shall not, and shall procure that the Supplier Staff and Sub-Contractors do not, unlawfully discriminate either directly or indirectly within the meaning and scope of any Law, enactment, order or regulation relating to discrimination on grounds of race, gender, religion or religious belief, colour, ethnic or national origin, disability, sexual orientation, age or otherwise when performing their obligations under this Agreement.
- 9.2 The Supplier shall take all reasonable steps to secure the observance of clause 9.1 by all the Supplier Staff and shall comply with any policy of the Customer on the matters set out in clause 9.1, as reasonably directed by the Customer in writing.

**10 Audit**

- 10.1 The Supplier shall keep and maintain until six Years after the date of termination or expiry (whichever is the earlier) of this Agreement (or such other longer period as may be agreed between the Parties), full and accurate records and accounts of the operation of this Agreement.
- 10.2 The Supplier shall keep the records and accounts referred to in clause 10 (Audit) in accordance with Good Industry Practice.
- 10.3 The Supplier shall afford each of the Customer, the National Audit Office and/or auditor appointed by the Audit Commission (**Auditors**) and their respective representatives access to the records and accounts referred to in clause 10.1 (Audit) and/or provide copies of such records and accounts, as may be required by the Customer or Auditors from time to time, in order that the Customer or Auditors may carry out an inspection including for the following purposes:
  - 10.3.1 to verify the accuracy of Charges under the Agreement (and proposed or actual variations);
  - 10.3.2 to identify or investigate actual or suspected Fraud, impropriety or accounting mistakes or any breach or threatened breach of



security and in these circumstances the Customer shall have no obligation to inform the Supplier of the purpose or objective of its investigations;

- 10.3.3 to obtain such information as is necessary to fulfil the Customer's obligations to supply information for parliamentary, ministerial, judicial or administrative purposes including the supply of information to the Comptroller and the Auditor General;
  - 10.3.4 to review the integrity, confidentiality and security of the Customer Personal Data held or used by the Supplier;
  - 10.3.5 to review the Supplier's compliance with the Data Protection Legislation in accordance with this Agreement, and any other Laws;
  - 10.3.6 to review the Supplier's compliance with its security obligations;
  - 10.3.7 to review any books of accounts and the internal contract management accounts kept by the Supplier in connection with the provision of the Services;
  - 10.3.8 to carry out the Customer's internal and statutory audits and to prepare, examine and/or certify the Customer's annual and interim reports and accounts;
  - 10.3.9 to 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 Customer has used its resources;
  - 10.3.10 to verify the accuracy or completeness of any management information required to be provided by the Supplier under this Agreement;
  - 10.3.11 to review any records relating to the Supplier's performance of the Services; and
  - 10.3.12 to ensure that the Supplier is complying with its obligations under this Agreement.
- 10.4 Nothing in this Agreement shall prevent or restrict the rights of either the Comptroller and/or Auditor General and/or their representatives from carrying out an audit, examination or investigation of the Supplier and/or any of its Sub-Contractors for the purposes of and pursuant to applicable Law.
- 10.5 The Supplier shall provide such records and accounts (together with copies of the Supplier's published accounts) on request during the Term and for a period of six (6) Years after expiry of the Term or termination, to the Customer or Auditors and/or its internal and external auditors.
- 10.6 The Customer shall use reasonable endeavours to ensure that the conduct of each audit does not unreasonably disrupt the Supplier or delay the provision of any Services, save insofar as the Supplier accepts and acknowledges that

control over the conduct of audits carried out by the Auditors is outside of the control of the Customer.

10.7 The Customer shall give the Supplier reasonable written notice of its requirement to conduct an audit which in any event shall be conducted during normal working hours.

10.8 Subject to the Customer's obligations of confidentiality, the Supplier shall on demand provide the Auditors with all reasonable co-operation and assistance in relation to each audit, including by providing:

10.8.1 all information within the scope of the audit requested by the Auditors;

10.8.2 reasonable access to the Account Manager

10.9 If an audit reveals:

10.9.1 a Material Default; or

10.9.2 Fraud or suspected Fraud,

the Supplier shall reimburse the Customer its reasonable costs incurred in relation to the audit and the Customer be entitled to exercise its rights to terminate this Agreement pursuant to clause 18 (Termination).

10.10 The Parties agree that they shall bear their own respective costs and expenses incurred in respect of compliance with their obligations under this clause 10 (Audit), save as specified in clause 10.9 (Audit).

## **11 Provision of management information**

11.1 The Supplier agrees to provide to the Customer, to the extent requested by the Customer, timely, full, accurate and complete data, in such format as the Customer may specify from time to time, in respect of the Services, including:

11.1.1 Service and project information;

11.1.2 order and invoice identifying information;

11.1.3 total charges per Order and invoice;

11.1.4 start and end days for the delivery of the Services; and

11.1.5 user information and statistics

11.1.6 any other information requested by the Customer (acting reasonably)

11.2 The Supplier grants the Customer a non-exclusive, transferable, perpetual, irrevocable, royalty free licence to use and share with any Public Body and/or Relevant Person any information supplied under this clause 11 (Provision of management information) for the purposes of the normal operational activities of the Customer and each Public Body, including administering this Agreement and/or, monitoring public sector expenditure, identifying savings or potential savings and planning future procurement activity.

11.3 If the Customer shares any information supplied under this clause 11 (Provision of management information) with any Public Body, the Customer

shall inform such Public Body of the sensitive nature of that information and shall be requested not to disclose it to any person who is not a Public Body (unless required to do so by Law).

## **12 Confidentiality**

- 12.1 Except to the extent set out in this clause 12 (Confidentiality) or where disclosure is expressly permitted elsewhere in this Agreement, each Party shall:
- 12.1.1 treat all Confidential Information belonging to the other Party as confidential and safeguard it accordingly; and
  - 12.1.2 not disclose any Confidential Information belonging to the other Party to any other person without the prior written consent of the other Party, except to such persons and to such extent as may be necessary for the performance of this Agreement or except where disclosure is otherwise expressly permitted by the provisions of this Agreement, or is a requirement of Law.
- 12.2 The Supplier shall ensure that the Supplier Staff are aware of, and shall ensure that the Supplier Staff comply with, the Supplier's confidentiality obligations under this Agreement.
- 12.3 The Supplier shall not, and shall procure that the Supplier Staff do not, use any of the Customer Confidential Information received otherwise than for the purposes permitted by this Agreement.
- 12.4 The provisions of clauses 12.1 to 12.3 shall not apply to any Confidential Information received by one Party from the other which:
- 12.4.1 is or becomes public knowledge (otherwise than by breach of this clause 12 (Confidentiality));
  - 12.4.2 is provided to professional advisers for the purpose of obtaining professional advice;
  - 12.4.3 was in the possession of the receiving Party, without restriction as to its disclosure, before receiving it from the disclosing Party;
  - 12.4.4 is received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure;
  - 12.4.5 is information independently developed without access to the Confidential Information; or
  - 12.4.6 must be disclosed pursuant to a statutory, legal or parliamentary obligation placed upon the Party making the disclosure, including any requirements for disclosure under clause 13 (Transparency) and/or the FOIA, or the Environmental Information Regulations pursuant to clause 16 (Freedom of information).
- 12.5 Nothing in this Agreement shall prevent the Customer from disclosing the Supplier Confidential Information:
- 12.5.1 for the purpose of the examination and certification of the Customer's accounts;

- 12.5.2 for the purpose of any examination pursuant to section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Customer has used its resources; or
- 12.5.3 to any government department.
- 12.6 The Supplier acknowledges and agrees that information relating to Orders placed by a Customer, including pricing information may be shared with the Customer or any other Public Body from time to time. The Customer shall use reasonable endeavours to notify the recipient of such information that its contents are confidential.
- 12.7 Nothing in clauses 12.1 to 12.3 (Confidentiality) shall prevent either Party or any Customer from using any techniques, ideas or Know-How gained during the performance of its obligations under this Agreement (but expressly excluding any Know-How already in the Supplier's, the Customer's or the Customer's possession before the Commencement Date or, in the case of a Customer, the commencement date of this Agreement) in the course of its normal business, to the extent that this does not result in a disclosure of the other Party's (or relevant Customer's) Confidential Information or an infringement of the other Party's (or relevant Customer's) Intellectual Property Rights.
- 12.8 Clauses 12.1 to 12.3 (Confidentiality) shall operate without prejudice to and be read subject to the application of the Official Secrets Acts 1911 to 1989 to any Confidential Information.
- 12.9 In order to ensure that no unauthorised person gains access to any Confidential Information or any data obtained in performance of this Agreement, the Supplier undertakes to maintain adequate security arrangements that meet the requirements of Good Industry Practice.
- 12.10 The Supplier shall immediately notify the Customer of any breach of security in relation to Customer Confidential Information obtained in the performance of this Agreement and shall keep a record of such breaches. The Supplier shall use its best endeavours to recover any Customer Confidential Information however it may have been recorded, which has been lost or corrupted due to any act or omission of the Supplier or the Supplier Staff. This obligation is in addition to the Supplier's obligations under clauses 12.1 to 12.3 (Confidentiality). The Supplier shall co-operate with the Customer in any investigation that the Customer considers necessary to undertake as a result of any breach of security in relation to Customer Confidential Information.
- 12.11 The Supplier shall, at its own expense, alter any security systems used in connection with the performance of this Agreement at any time during the Term, in the case of this Agreement, at the request of the Customer if the Customer or relevant Customer (as applicable) believes (acting reasonably) the Supplier has failed to comply with clause 12.2 or 12.9 (Confidentiality).
- 12.12 No changes shall be made by the Supplier in the way they handle or mark any Government information under this Agreement until those changes have been specifically agreed by the Customer by means of a variation in accordance with clause 25 (Variations to this agreement).

### **13 Transparency**

- 13.1 The Parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, the content of this Agreement is not Confidential Information. The Customer shall be responsible for determining in its absolute discretion whether any of the content of this Agreement is exempt from disclosure in accordance with the provisions of the FOIA.
- 13.2 Notwithstanding any other term of this Agreement, the Supplier hereby gives its consent for the Customer to publish this Agreement in its entirety (subject only to redaction of any information that the Customer determines is exempt from disclosure in accordance with the provisions of FOIA) including from time to time agreed changes to this Agreement.
- 13.3 The Customer may consult with the Supplier to help with its decision regarding any exemptions under clause 13.1 (Transparency), but the Customer shall have the final decision in its absolute discretion.
- 13.4 The Supplier shall assist and cooperate with the Customer to enable the Customer to publish this Agreement.

### **14 Official Secrets Acts**

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

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

### **15 Data protection**

- 15.1 The Parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the Controller and the Supplier is the Processor unless otherwise specified in Schedule 5. The only processing that the Processor is authorised to do is listed in Schedule 5 by the Controller and may not be determined by the Processor.
- 15.2 The Processor shall notify the Controller immediately if it considers that any of the Controller's instructions infringe the Data Protection Legislation.
- 15.3 The Processor shall provide all reasonable assistance to the Controller in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Controller, include:
- 15.3.1 a systematic description of the envisaged processing operations and the purpose of the processing;
  - 15.3.2 an assessment of the necessity and proportionality of the processing operations in relation to the Services;
  - 15.3.3 an assessment of the risks to the rights and freedoms of Data Subjects; and

- 15.3.4 the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
- 15.4 The Processor shall, in relation to any Personal Data processed in connection with its obligations under this Agreement:
- 15.4.1 process that Personal Data only in accordance with Schedule 5, unless the Processor is required to do otherwise by Law. If it is so required the Processor shall promptly notify the Controller before processing the Personal Data unless prohibited by Law;
- 15.4.2 ensure that it has in place Protective Measures, which are appropriate to protect against a Data Loss Event, which the Controller may reasonably reject (but failure to reject shall not amount to Approval by the Controller of the adequacy of the Protective Measures), having taken account of the:
- (a) nature of the data to be protected;
  - (b) harm that might result from a Data Loss Event;
  - (c) state of technological development; and
  - (d) cost of implementing any measures;
- 15.4.3 ensure that:
- (a) the Processor's personnel do not process Personal Data except in accordance with this Agreement (and in particular Schedule 5);
  - (b) it takes all reasonable steps to ensure the reliability and integrity of any of the Processor's 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;
    - (ii) are subject to appropriate confidentiality undertakings with the Processor or any Sub-processor;
    - (iii) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third Party unless directed in writing to do so by the Controller or as otherwise permitted by this Agreement; and
    - (iv) have undergone adequate training in the use, care, protection and handling of Personal Data; and
- 15.4.4 not transfer Personal Data outside of the EU unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:
- (a) the Controller or the Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or LED Article 37) as determined by the Controller;

- (b) the Data Subject has enforceable rights and effective legal remedies;
  - (c) the Processor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Controller in meeting its obligations); and
  - (d) the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the processing of the Personal Data;
- 15.4.5 at the written direction of the Controller, delete or return Personal Data (and any copies of it) to the Controller on termination of the Agreement unless the Processor is required by Law to retain the Personal Data.
- 15.5 The Processor shall notify the Controller immediately if it:
  - 15.5.1 receives a Data Subject Request (or purported Data Subject Request);
  - 15.5.2 receives a request to rectify, block or erase any Personal Data;
  - 15.5.3 receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
  - 15.5.4 receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Agreement;
  - 15.5.5 receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
  - 15.5.6 becomes aware of a Data Loss Event.
  - 15.5.7 The Processor's obligation to notify shall include the provision of further information to the Controller in phases, as details become available.
  - 15.5.8 Taking into account the nature of the processing, the Processor shall provide the Controller with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request (and insofar as possible within the timescales reasonably required by the Controller) including by promptly providing:
    - (a) the Controller with full details and copies of the complaint, communication or request;
    - (b) such assistance as is reasonably requested by the Controller to enable the Controller to comply with a Data Subject Request within the relevant timescales set out in the Data Protection Legislation;

- (c) the Controller, at its request, with any Personal Data it holds in relation to a Data Subject;
  - (d) assistance as requested by the Controller following any Data Loss Event;
  - (e) assistance as requested by the Controller with respect to any request from the Information Commissioner's Office, or any consultation by the Controller with the Information Commissioner's Office.
- 15.5.9 The Processor shall maintain complete and accurate records and information to demonstrate its compliance with this clause.
- 15.5.10 The Processor shall allow for audits of its Data Processing activity by the Controller or the Controller's designated auditor.
- 15.5.11 Each Party shall designate its own data protection officer if required by the Data Protection Legislation.
- 15.5.12 The Customer provides a general authorisation to Supplier to engage Processors notified to Customer on or before the Commencement Date. The Supplier shall give notice to the Customer of any intended addition or replacement of those further Processors. If the Customer objects to any addition or replacement of a Processor made at the Supplier's option, the Supplier shall give the Customer an opportunity to pay for a version of the relevant part of the service without the use of the Processor to which the Customer objects or to terminate the relevant provision of the affected service to the Customer immediately upon notice.
- 15.5.13 Subject to 15.5.12, before allowing any Sub-processor to process any Personal Data related to this Agreement, the Processor must:
- (a) notify the Controller in writing of the intended Sub-processor and processing;
  - (b) obtain the written consent of the Controller;
  - (c) enter into a written agreement with the Sub-processor which give effect to the terms set out in this clause 15 such that they apply to the Sub-processor; and
  - (d) provide the Controller with such information regarding the Sub-processor as the Controller may reasonably require.
- 15.5.14 The Processor shall remain fully liable for all acts or omissions of any of its Sub-processors.
- 15.5.15 The Controller may, at any time on not less than 30 Working Days' notice, revise this clause by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to this Agreement).
- 15.5.16 The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Controller may on not less



than 30 Working Days' notice to the Processor amend this agreement to ensure that it complies with any guidance issued by the Information Commissioner's Office.

## **16 Freedom of information**

- 16.1 The Supplier acknowledges that the Customer is subject to the requirements of the FOIA and the Environmental Information Regulations and shall assist and co-operate with the Customer to enable the Customer to comply with its Information disclosure obligations.
- 16.2 The Supplier shall and shall procure that its Sub-Contractors shall:
  - 16.2.1 transfer to the Customer all Requests for Information that it receives as soon as practicable and in any event within five Working Days of receiving a Request for Information;
  - 16.2.2 provide the Customer with a copy of all Information that is relevant to a Request for Information and in its control, possession or power, in the form that the Customer requests within five Working Days (or such other period as the Customer may specify) of the Customer's request; and
  - 16.2.3 provide all necessary assistance reasonably requested by the Customer to enable the Customer to respond to the Request for Information within the time for compliance set out in section 10 of the FOIA or regulation 5 of the Environmental Information Regulations.
- 16.3 The Customer shall be responsible for determining in its absolute discretion and notwithstanding any other provision in this Agreement or any other agreement whether any Information is exempt from disclosure in accordance with the provisions of the FOIA or the Environmental Information Regulations.
- 16.4 In no event shall the Supplier respond directly to a Request for Information without prior Approval.
- 16.5 The Supplier acknowledges that (notwithstanding the provisions of this clause 16(Freedom of information)) the Customer may, be obliged under the FOIA or the Environmental Information Regulations to disclose information concerning the Supplier or the Services:
  - 16.5.1 in certain circumstances without consulting the Supplier; or
  - 16.5.2 following consultation with the Supplier and having taken the Supplier's views into account,

provided always that where this clause 16.5 (Freedom of information) applies the Customer shall, in accordance with any recommendations of the Code, take reasonable steps, where appropriate, to give the Supplier advance notice, or failing that, to draw the disclosure to the Supplier's attention after any such disclosure.

## **17 Publicity and branding**

- 17.1 The Customer shall be entitled to publicise this Agreement in accordance with any legal obligation upon the Customer, including any examination of this Agreement by the National Audit Office pursuant to the National Audit Act 1983 or otherwise.

- 17.2 The Supplier shall not make any press announcements or publicise this Agreement or any part thereof in any way without Approval.
- 17.3 The Supplier shall not have any right to use any of the Customer's names, logos or trade marks on any of its products or services without Approval.
- 17.4 The Customer shall not have the right to use any of the Supplier's names, logos or trademarks without prior Approval.
- 17.5 The Supplier shall not do anything or cause anything to be done which may damage the reputation of the Customer or bring the Customer into disrepute.

## **18 Termination**

### **Termination for bribery and corruption**

- 18.1 The Customer may terminate this Agreement in accordance with clause 6.4 (Prevention of bribery and corruption and tax non-compliance).

### **Termination in relation to fraud**

- 18.2 The Customer may terminate this Agreement by serving notice on the Supplier in writing with effect from the date specified in such notice under clause 7.3.1 (Safeguard against fraud) has occurred.

### **Termination on audit**

- 18.3 The Customer may terminate this Agreement by serving notice on the Supplier in writing with effect from the date specified in such notice in the circumstances set out in clause 10.9 (Audit).

### **Termination on breach of obligations of confidentiality**

- 18.4 The Customer may terminate this Agreement by serving notice on the Supplier in writing with effect from the date specified in such notice where the Supplier fails to comply with any of clauses 12.1 to 12.3 (Confidentiality).

### **Termination in relation to Official Secrets Acts**

- 18.5 The Customer may terminate this Agreement by serving notice on the Supplier in writing with effect from the date specified in such notice where the Supplier is in breach of its obligations under clause 14 (Official secrets acts).

### **Termination on failure to agree variation**

- 18.6 The Customer may terminate this Agreement by serving notice on the Supplier in writing with effect from the date specified in such notice where the Parties, acting reasonably, fail to agree to a variation as referred to in clause 25 (Variations to this agreement).

### **Termination on material default**

- 18.7 The Customer may terminate this Agreement by serving written notice on the Supplier with effect from the date specified in such notice where the Supplier commits a Material Default and if:

- 18.7.1 the Supplier has not remedied the Material Default to the satisfaction of the Customer within 20 Working Days, or such other period as may be specified by the Customer, after issue of a written notice specifying the Material Default and requesting it to be remedied; or
- 18.7.2 the Material Default is not, in the reasonable opinion of the Customer, capable of remedy.

#### **Termination for financial standing**

- 18.8 The Customer may terminate this Agreement by serving notice on the Supplier in writing with effect from the date specified in such notice:
  - 18.8.1 where (in the reasonable opinion of the Customer) there is a material detrimental change in the financial standing and/or a change in the credit rating of the Supplier which:
    - (a) adversely impacts on the Supplier's ability to supply the Services under this Agreement; or
    - (b) could reasonably be expected to have an adverse impact on the Supplier's ability to supply the Services under this Agreement; or
  - 18.8.2 if the Supplier demerges into two or more firms, merges with another firm, incorporates or otherwise changes its legal form and the new entity has or could reasonably be expected to have a materially less good financial standing or weaker credit rating than the Supplier.

#### **Termination on insolvency**

- 18.9 The Customer may terminate this Agreement with immediate effect by notice in writing where in respect of the Supplier:
  - 18.9.1 a proposal is made for a voluntary arrangement within Part I of the Insolvency Act 1986 or of any other composition scheme or arrangement with, or assignment for the benefit of, its creditors;
  - 18.9.2 a shareholders', members' or partners' meeting is convened for the purpose of considering a resolution that it be wound up or dissolved or a resolution for its winding-up or dissolution is passed (other than as part of, and exclusively for the purpose of, a bona fide reconstruction or amalgamation);
  - 18.9.3 a petition is presented for its winding up (which is not dismissed within five (5) Working Days of its service) or an application is made for the appointment of a provisional liquidator or a creditors' meeting is convened pursuant to section 98 of the Insolvency Act 1986;
  - 18.9.4 a receiver, administrative receiver or similar officer is appointed over the whole or any part of its business or assets;
  - 18.9.5 a creditor or encumbrancer attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets

and such attachment or process is not discharged within ten (10) Working Days;

- 18.9.6 an application or an administration order is made either for the appointment of an administrator or for an administration order and an administrator is appointed, or notice of intention to appoint an administrator is given;
- 18.9.7 it is or becomes insolvent within the meaning of section 123 of the Insolvency Act 1986;
- 18.9.8 being a "small company" within the meaning of section 382(3) of the Companies Act 2006, a moratorium comes into force in relation to it pursuant to Schedule A1 of the Insolvency Act 1986;
- 18.9.9 being an individual, or where the Supplier is a firm, any partner or partners in that firm who together are able to exercise direct or indirect control of the firm, shall at any time become bankrupt or shall have a receiving order or administration order made against him or them or shall make any composition or arrangement with or for the benefit of his or their creditors, or shall make any conveyance or assignment for the benefit of his or their creditors, or shall purport to do any of these things, or appears or is unable to pay or to have no reasonable prospect of being able to pay a debt within the meaning of section 268 of the Insolvency Act 1986, or he or they shall become apparently insolvent within the meaning of the Bankruptcy (Scotland) Act 1985 as amended by the Bankruptcy (Scotland) Act 1993, or any application shall be made under any bankruptcy or insolvency act for the time being in force for sequestration of his or their estate(s), or a trust deed shall be granted by him or them on behalf of his or their creditors; or
- 18.9.10 any event analogous to those listed in clause 18.9 (Termination on insolvency) (inclusive) occurs under the law of any other jurisdiction.

#### **Termination by the customer on notice**

- 18.10 The Customer shall have the right to terminate this Agreement any time after the Commencement Date by giving at least three Months' written notice to the Supplier.

#### **Termination for serious misconduct**

- 18.11 The Customer may terminate this Agreement by serving notice on the Supplier in writing with effect from the date specified in such notice where the Supplier is a partnership or a limited liability partnership or an individual, or where the provider is a firm, any partner in that firm:
  - 18.11.1 is convicted of a criminal offence relating to the conduct of its business or profession;
  - 18.11.2 commits an act of Grave Misconduct;
  - 18.11.3 fails to comply with any obligations relating to the payment of any taxes or social security contributions;

- 18.11.4 makes any serious misrepresentations in the tendering process for any project or matter in which the public sector has or had a significant participation; or
- 18.11.5 fails to obtain any necessary licences or obtain or maintain membership of any relevant body.

#### **Termination on dissolution of partnership**

The Customer may terminate this Agreement with immediate effect by notice in writing on dissolution of the Supplier where the Supplier is a partnership or a limited liability partnership.

#### **Termination for occasion of tax non-compliance**

- 18.13 The Customer may terminate this Agreement with immediate effect by notice in writing:
  - 18.13.1 if the Supplier is in breach of its obligation to notify the Customer of any Occasion of Tax Non-Compliance pursuant to clause notify the Customer in writing of such fact within five Working Days of its occurrence; and (Prevention of bribery and corruption and tax non-compliance); or.
  - 18.13.2 if the Supplier fails to provide details of the steps and the mitigating factors pursuant to clause 6.6.2 (Prevention of bribery and corruption and tax non-compliance) which in the Customer's reasonable opinion are acceptable.

#### **Partial termination**

- 18.14 Where the Customer is entitled to terminate this Agreement pursuant to any of the provisions set out in clauses 18.1 to 18.13 (Termination) (inclusive) the Customer may alternatively terminate this Agreement in part only, provided always that the parts of this Agreement not terminated can operate effectively to deliver the intended purpose of this Agreement.

### **19 Suspension of supplier's appointment**

- 19.1 Without prejudice to the Customer's rights to terminate this Agreement as set out in clause 18 (Termination), if the Customer reasonably believes that a Material Default or Grave Misconduct has occurred, the Customer may suspend the Supplier's appointment to provide Services to the Customer under this Agreement by giving notice in writing to the Supplier and the Supplier agrees that it shall not be entitled to enter into any new Order during such suspension period.
- 19.2 If the Customer provides notice to the Supplier in accordance with this clause 19 (Suspension of supplier's appointment), the Supplier's appointment under this Agreement shall be suspended for the period set out in such notice or such other period notified to the Supplier by the Customer in writing from time to time.

### **20 Force majeure**

- 20.1 If a Party is prevented, hindered, delayed in or from performing any of its obligations under this Agreement by a Force Majeure Event then the Party affected shall not be in breach of this Agreement or otherwise liable for any

such failure or delay in the performance of such obligations. The time for performance of such obligations shall be extended accordingly.

20.2 The corresponding obligations of the Party not affected shall also be suspended, and its time for performance of such obligations extended, to the same extent as those of the Party affected.

20.3 The Party affected shall:

20.3.1 as soon as reasonably practicable after the start of the Force Majeure Event but no later than 2 days from its start, notify the other party in writing of the Force Majeure Event, the date on which it started, its likely or potential duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations under the agreement; and

20.3.2 use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations.

20.4 If the Force Majeure Event prevents, hinders or delays the affected Party's performance of its obligations for a continuous period of more than 4 weeks the Party not affected may terminate this Agreement by giving 20 days written notice to the affected Party.

## **21 Consequences of termination and expiry**

21.1 Notwithstanding the service of a notice to terminate this Agreement, the Supplier shall continue to fulfil its obligations under this Agreement until the date of expiry or termination of this Agreement or such other date as required under this clause 21 (Consequences of termination and expiry).

21.2 Within 10 Working Days of the date of termination or expiry of this Agreement, the Supplier shall return to the Customer any Customer Confidential Information in the Supplier's possession, power or control, either in its then current format or in a format nominated by the Customer, and any other information and all copies thereof owned by the Customer. Save where the Agreement has been terminated due to misuse by the Supplier of such data, a copy may be retained for legal or regulatory purposes only for a maximum of 12 Months.

21.3 Termination or expiry of this Agreement shall be without prejudice to any rights, remedies or obligations of either Party accrued under this Agreement prior to termination or expiry.

21.4 The provisions of clauses 3 (Scope of agreement), 5 (Warranties and undertakings), 6 (Prevention of bribery and corruption and tax non-compliance), 7 (Safeguard against fraud), 12 (Confidentiality), 14 (Official secrets acts), 15 (Data protection), 16 (Freedom of information), 21 (Consequences of termination and expiry), 22 (Liability), 23 (Insurance), 26 (Rights of third parties), 29 (Waiver and cumulative remedies) and 37 (Law and jurisdiction), Schedules: 1 (Services), Schedule 2 (Charging structure), and, without limitation to the foregoing, any other provision of this Agreement which expressly or by implication is to be performed or observed notwithstanding termination or expiry shall survive the termination or expiry of this Agreement.

## 22 Liability

22.1 Neither Party excludes or limits its liability for:

22.1.1 death or personal injury; or

22.1.2 fraud or fraudulent misrepresentation by it or its employees,

and any breach of the Data Protection Legislation will be limited to the insurance coverage of €20,000,000 per occurrence.

22.2 Subject to the limits set out in clause 22.5 (Liability), the Supplier shall be liable for the following types of loss, damage, cost or expense flowing from an act or default of the Supplier which shall be regarded as direct and shall (without in any way, limiting other categories of loss, damage, cost or expense which may be recoverable by the Customer) be recoverable by the Customer:

22.2.1 the additional operational and/or administrative costs and expenses arising from any Material Default;

22.2.2 the cost of procuring, implementing and operating any alternative or replacement services to the Services; and

22.2.3 any regulatory losses, fines, expenses or other losses arising from a breach by the Supplier of any Laws.

22.3 In no event shall either Party be liable to the other for any:

22.3.1 loss of profits;

22.3.2 loss of business;

22.3.3 loss of revenue;

22.3.4 loss of or damage to goodwill;

22.3.5 loss of savings (whether anticipated or otherwise); and/or

22.3.6 any indirect, special or consequential loss or damage.

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

22.5 Subject to clauses 22.1 (Liability), 22.3 (Liability) and 22.4 (Liability), the total aggregate liability of the Supplier under and in connection with this Agreement whether those liabilities are expressed as an indemnity or otherwise (whether in contract, tort (including negligence), breach of statutory duty or howsoever arising) shall be limited to one million and five hundred thousand pounds (£1,500,000).

22.6 Subject to clauses 22.1 and 22.3 (Liability) and 22.4 (Liability), the Customer's total aggregate liability under and in connection with this Agreement whether those liabilities are expressed as an indemnity or otherwise (whether in contract, tort (including negligence), breach of statutory duty or howsoever arising) shall be limited to one hundred thousand pounds (£100,000).

## **23 Insurance**

- 23.1 The Supplier shall effect and maintain insurances as required by Law or the Customer.
- 23.2 The insurances required by the Customer shall be maintained with a reputable insurance company, on terms that are no less favourable to those generally available to a prudent supplier in respect of risks insured in the international insurance market.
- 23.3 The terms of any insurance or the amount of cover shall not relieve the Supplier of any liabilities arising under this Agreement.
- 23.4 The Supplier shall produce to the Customer, on request, copies of all insurance policies required by the Customer or a broker's verification of insurance to demonstrate that the appropriate cover is in place, together with receipts or other evidence of payment of the latest premiums due under those policies.
- 23.5 The Supplier shall use its reasonable endeavours to ensure that it shall not by its acts or omissions cause any policy of insurance to be invalidated or voided.

## **24 Transfer and sub-contracting**

- 24.1 This Agreement is personal to the Supplier and the Supplier shall not assign, novate or otherwise dispose of or create any trust in relation to any or all rights and obligations under this Agreement or any part thereof. For the avoidance of doubt this clause shall not apply to Supplier's Affiliates.
- 24.2 This Supplier shall not Sub-Contract this Agreement or any part thereof without Approval.
- 24.3 The Supplier shall not substitute or remove a Sub-Contractor or appoint an additional sub-contractor without the prior written consent of the Customer, such consent not be unreasonably withheld or delayed. Such consent shall not constitute approval or endorsement of such substitute or additional sub-contractor.
- 24.4 Notwithstanding any permitted Sub-Contract pursuant to this clause 24 (Transfer and sub-contracting), the Supplier at all times shall remain responsible for all acts and omissions of its Sub-Contractors and the acts and omissions of those employed or engaged by the Sub-Contractors as if they were its own. An obligation on the Supplier to do, or refrain from doing, any act or thing shall include an obligation upon the Supplier to procure that the Supplier Staff also do, or refrain from doing, such act or thing.
- 24.5 The Customer shall be entitled to:
  - 24.5.1 assign, novate or otherwise dispose of its rights and obligations under this Agreement or any part thereof to any other Public Body; or
  - 24.5.2 novate this Agreement to any other body (including any private sector body) which substantially performs any of the functions that previously had been performed by the Customer,



provided that such assignment, novation or disposal shall not increase the burden of the Supplier's obligations under this Agreement.

24.6 The Supplier shall enter into such agreement and/or deed as the Customer shall reasonably require so as to give effect to any assignment, novation or disposal made pursuant to clause 24.5.

24.7 The Supplier shall pay any undisputed sums which are due from it to a Sub-Contractor within 30 days from receipt of a valid invoice.

## **25 Variations to this agreement**

### **Variation in general**

25.1 Subject to clause 25.2 (Variation in general) and Schedule 2 (Charging structure), this Agreement may not be varied except where:

25.1.1 the Customer notifies the Supplier in writing that it wishes to vary this Agreement and provides the Supplier with full written details of any such proposed change; and

25.1.2 the Customer Representative and the Supplier Representative, acting reasonably, agree in writing to the variation and a written variation agreement is signed by the Customer Representative and the Supplier Representative.

25.2 If, by the date 30 Working Days after notification was given under Clause 25.1.1, no agreement is reached by the Parties acting reasonably in relation to any variation requested, the Customer may, by giving written notice to the Supplier, either:

25.2.1 agree that the Parties shall continue to perform their obligations under this Agreement without the variation; or

25.2.2 terminate this Agreement with immediate effect.

25.3 The Supplier shall not be entitled to refuse any request to vary this Agreement where such variation is required in order to reflect a Change in Law and such variation shall be subject to clauses 25.5 to 25.7 (Legislative change) (inclusive).

### **Legislative change**

25.4 The Supplier shall neither be relieved of its obligations under this Agreement nor be entitled to increase the Charges as the result of:

25.4.1 a General Change in Law; or

25.4.2 a Specific Change in Law where the effect of that Specific Change in Law on the Services is known at the Commencement Date.

25.5 If a Specific Change in Law occurs or will occur during the Term (other than those referred to in clause 25.4 (Legislative change)) the Supplier shall notify the Customer or the relevant Customer of the likely effects of that change, including whether any change is required to the Services (or Ordered Services, as appropriate, this Agreement or the Charges (as applicable)).

25.6 As soon as practicable after any notification in accordance with clause 25.5 (Legislative change), the Parties shall (in respect of this Agreement) or the Customer and the Supplier shall discuss and agree the matters referred to in that clause and any ways in which the Supplier can mitigate the effect of the Specific Change of Law, including:

25.6.1 providing evidence that the Supplier has minimised any increase in costs or maximised any reduction in costs, including in respect of the costs of its Sub-Contractors;

25.6.2 demonstrating that a foreseeable Specific Change in Law had been taken into account by the Supplier before it occurred;

25.6.3 giving evidence as to how the Specific Change in Law has affected the pricing set out in 0 (Charging structure) or any other Charges.

25.7 Any adjustment to the pricing set out in Schedule 2 (Charging structure) or variation to any other provision of the Agreement including the Schedules which is required due to a Specific Change in Law shall be implemented by a written variation agreement signed by the Customer Representative and the Supplier's Representative. This clause 25.7 (Legislative change) shall not operate to alter any Charges paid or payable by the Customer.

25.8 Any adjustment to the Charges or variation to any other provision of this Agreement which is required due to a Specific Change in Law shall be implemented by a written variation agreement signed by the duly authorised representatives of the parties.

## 26 Rights of third parties

26.1 A person who is not Party to this Agreement (a **Third Party**) has no right to enforce any term of this Agreement under the Contracts (Rights of Third Parties) Act 1999, but this does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.

26.2 No consent of any Third Party is necessary for any rescission, variation (including any release or compromise in whole or in part of liability) or termination of this Agreement or any one or more clauses of it.

## 27 Business continuity

The Supplier will comply with the provisions of Schedule 4 to ensure it has a robust contingency plan in place to ensure that the Services are maintained in the event of disruption (including, but not limited to, disruption to information technology systems) to the Supplier's operations, and those of Sub-Contractors to the Supplier, however caused (**BCCR Plan**). The BCCR Plan shall be available on reasonable request for the Customer to inspect and to practically test at any reasonable time, and shall be subject to regular updating and revision throughout the Term in accordance with Schedule 4.

## 28 Severability

28.1 If any provision of this Agreement is held invalid, illegal or unenforceable for any reason, such provision shall be severed and the remainder of the provisions hereof shall continue in full force without affecting the remaining provisions of this Agreement.

- 28.2 If any provision of this Agreement that is fundamental to the accomplishment of the purpose of this Agreement is held to any extent to be invalid, the Customer and the Supplier shall immediately commence good faith negotiations to remedy such invalidity.

**29 Waiver and cumulative remedies**

- 29.1 The rights and remedies provided by this Agreement may be waived only in writing by the Customer Representative or the Supplier Representative in a manner that expressly states that a waiver is intended, and such waiver shall only be operative with regard to the specific circumstances referred to.
- 29.2 Unless a right or remedy of the Customer is expressed to be an exclusive right or remedy, the exercise of it by the Customer is without prejudice to the Customer's other rights and remedies. Any failure to exercise or any delay in exercising a right or remedy by either Party shall not constitute a waiver of that right or remedy or of any other rights or remedies.
- 29.3 The rights and remedies provided by this Agreement are cumulative and, unless otherwise provided in this Agreement, are not exclusive of any right or remedies provided at Law or in equity or otherwise under this Agreement.

**30 Relationship of the parties**

- 30.1 Nothing in this Agreement is intended to create a partnership, or legal relationship of any kind that would impose liability upon one Party for the act or failure to act of the other Party, or to authorise either Party to act as agent for the other Party. Neither Party shall have authority to make representations, act in the name of, or on behalf of, or otherwise to bind the other Party.
- 30.2 The Supplier shall not (and shall ensure that any other person engaged in relation to the Agreement shall not) say or do anything that might lead another person to believe that the Supplier is acting as the agent or employee of the Customer.

**31 Further assurances**

Each Party undertakes at the request of the other, and at the cost of the requesting Party to do all acts and execute all documents which may be necessary to give effect to the meaning of this Agreement.

**32 Entire agreement**

- 32.1 This Agreement constitutes the entire agreement and understanding between the Parties in respect of the matters dealt with in it and supersedes, cancels or nullifies any previous agreement between the Parties in relation to such matters.
- 32.2 Each of the Parties acknowledges and agrees that in entering into this Agreement it does not rely on, and shall have no remedy in respect of, any statement, representation, warranty or undertaking (whether negligently or innocently made) other than as expressly set out in this Agreement.
- 32.3 Nothing in this clause 32 (Entire agreement) shall operate to exclude liability for Fraud or fraudulent misrepresentation.

### 33 Counterparts

This Agreement may be executed in counterparts, each of which when executed and delivered shall constitute an original but all counterparts together shall constitute one and the same instrument.

### 34 Notices

34.1 Any notices given under or in relation to this Agreement shall be in writing by letter, (signed by or on behalf of the Party giving it) sent by hand, post, or recorded signed for delivery service, or by electronic mail (confirmed by letter) to the address or for the attention of the relevant Party set out in clause 34.4 (Notices) or to such other address or facsimile number as that Party may have stipulated in accordance with clause 34.5 (Notices).

34.2 A notice shall be deemed to have been received:

34.2.1 if delivered personally, at the time of delivery;

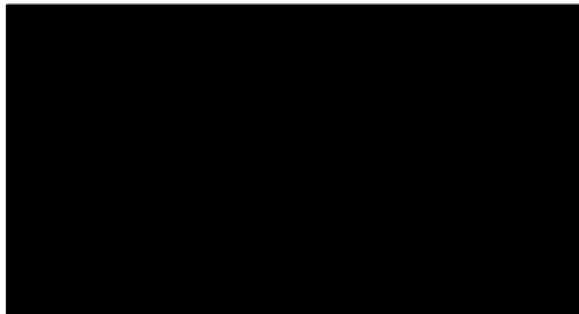
34.2.2 in the case of pre-paid first-class post, special or other recorded delivery two Working Days from the date of posting; and

34.2.3 in the case of electronic communication, two Working Days after posting of a confirmation letter.

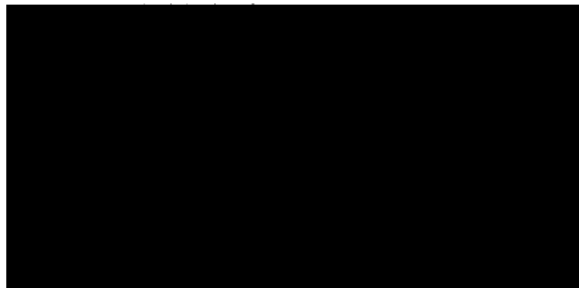
34.3 In proving service, it shall be sufficient to prove that personal delivery was made, or (including for the purposes of electronic mail confirmation letter) that the envelope containing the notice was addressed to the relevant Party set out in clause 34.4 (Notices) (or as otherwise notified by that Party) and delivered either to that address or into the custody of the postal authorities as pre-paid first class post, recorded signed-for delivery or pre-paid airmail letter

34.4 For the purposes of clause 34.1 (Notices), the postal address and email address of each Party shall be:

34.4.1 for the Customer:



34.4.2 For the Supplier:



34.5 Either Party may change its address for service by serving a notice in accordance with this clause 34 (Notices).

34.6 For the avoidance of doubt, any notice given under this Agreement shall not be validly served if sent by electronic mail (email) and not confirmed by a letter.

**35 Complaints handling and resolution**

35.1 Without prejudice to any rights and remedies that a complainant may have at Law, including under this Agreement, and without prejudice to any obligation of the Supplier to take remedial action under the provisions of this Agreement the Supplier shall use its best endeavours to resolve the Complaint within 10 Working Days and in so doing, shall deal with the Complaint fully, expeditiously and fairly.

35.2 Within two Working Days of a request by the Customer, the Supplier shall provide full details of any complaint to the Customer, including details of steps taken to achieve its resolution.

**36 Dispute resolution**

36.1 The Parties shall attempt in good faith to negotiate a settlement of any dispute between them arising out of or in connection with this Agreement within twenty (20) Working Days of either Party notifying the other of the dispute and such efforts shall involve the escalation of the dispute to the Customer Representative and the Supplier Representative.

36.2 Nothing in this dispute resolution procedure shall prevent the Parties from seeking from any court of competent jurisdiction an interim order restraining the other Party from doing any act or compelling the other Party to do any act.

36.3 The obligations of the Parties under this Agreement shall not be suspended, cease or be delayed by the reference of a dispute to mediation or arbitration pursuant to this clause 36 (Dispute resolution) and the Supplier and Supplier Staff, personnel and associates shall comply fully with the requirements of this Agreement at all times.

36.4 If the dispute cannot be resolved by the Parties pursuant to clause 36.1 (Dispute Resolution), the Parties shall refer it to mediation pursuant to the procedure set out in clause 36.5 (Dispute resolution) unless the Customer considers that the dispute is not suitable for resolution by mediation.

36.5 If a dispute is referred to mediation the Parties shall comply with the following provisions:

36.5.1 a neutral adviser or mediator (the **Mediator**) shall be chosen by agreement between the Parties or, if they are unable to agree upon a Mediator within 10 Working Days after a request by one Party to the other or if the Mediator agreed upon is unable or unwilling to act, either Party shall within 10 Working Days from the date of the proposal to appoint a Mediator or within 10 Working Days of notice to either Party that the Mediator is unable or unwilling to act, apply to the CEDR to appoint a Mediator;

- 36.5.2 the Parties shall within 10 Working Days of the appointment of the Mediator meet with him in order to agree a programme for the exchange of all relevant information and the structure to be adopted for negotiations to be held. If considered appropriate, the Parties may at any stage seek assistance from the CEDR to provide guidance on a suitable procedure;
- 36.5.3 unless otherwise agreed, all negotiations connected with the dispute and any settlement agreement relating to it shall be conducted in confidence and without prejudice to the rights of the Parties in any future proceedings;
- 36.5.4 if the Parties reach agreement on the resolution of the dispute, the agreement shall be reduced to writing and shall be binding on the Parties with effect from its signature by their duly authorised representatives;
- 36.5.5 if the Parties fail to reach an agreement on the resolution of the dispute, either of the Parties may invite the Mediator to provide a non-binding but informative opinion in writing. Such an opinion shall be provided on a without prejudice basis and shall not be used in evidence in any proceedings relating to this Agreement without the prior written consent of both Parties; and
- 36.5.6 if the Parties fail to reach agreement in the structured negotiations within 60 Working Days of the Mediator being appointed, or such longer period as may be agreed by the Parties, then any dispute or difference between them may be referred to arbitration pursuant to clause 36.6 (Dispute resolution).
- 36.6 If a dispute cannot be resolved by the Parties pursuant to clause 36.5 (Dispute resolution) the Parties shall refer it to arbitration pursuant to the procedure set out in clause 36.7 (Dispute resolution) unless the Customer considers that it is not suitable for resolution by arbitration.
- 36.7 If a dispute is referred to arbitration the Parties shall comply with the following provisions:
- (a) the arbitration shall be governed by the provisions of the Arbitration Act 1996 and the LCIA procedural rules shall be applied and are deemed to be incorporated into this Agreement (save that in the event of any conflict between those rules and this Agreement, this Agreement shall prevail);
  - (b) the decision of the arbitrator shall be binding on the Parties (in the absence of any material failure by the arbitrator to comply with the LCIA procedural rules);
  - (c) the tribunal shall consist of a sole arbitrator to be agreed by the Parties and in the event that the Parties fail to agree the appointment of the arbitrator within 10 Working Days or, if the person appointed is unable or unwilling to act, the arbitrator shall be appointed by the LCIA; and
  - (d) the arbitration proceedings shall take place in London.

**37 Law and jurisdiction**

This Agreement and/or any non-contractual obligations or matters arising out of or in connection with it, shall be governed by and construed in accordance with the Laws of England and Wales and, without prejudice to the dispute resolution procedure set out in clause 36 (Dispute resolution), each Party agrees to submit to the exclusive jurisdiction of the courts of England and Wales.

**BY SIGNING AND RETURNING THIS AGREEMENT THE SUPPLIER AGREES** to comply with all the terms of this legally binding Agreement. The Parties hereby acknowledge and agree that they have read this Agreement and its Schedules and by signing below agree to be bound by the terms of this Agreement.

**IN WITNESS** of which this Agreement has been duly executed by the Parties.

**SIGNED by,**

for and on behalf of the  
Government Legal  
Department

**SIGNED by**

for and on behalf of  
vLex Justis Limited

## **Schedule 1: Specification for online legal resources**

### **1 Introduction**

- 1.1 This Schedule 1 specifies the Services that the Supplier shall make available to the Customer.
- 1.2 The purpose of this Schedule is to set out the Services available under this Agreement and which are subject to Order by the Customer.

### **2 Services**

- 2.1 The Services that the Supplier shall make available to the Customer shall be as follows:

#### **2.1.1 Provision of online legal resources**

- (a) The Customer is seeking Suppliers who can provide current and retrospective online legal information services and associated services.
- (b) An indication of the types of information and resources required by the participating departments is set out below:
  - (i) legislation – original and consolidated;
  - (ii) case law, law reports and transcripts
  - (iii) current awareness services which enable judges to keep up to date with changes to the law;
  - (iv) journals;
  - (v) commentary - textbooks and loose-leaf – current editions and supplements;
  - (vi) practice area tools;

This is a non-exhaustive list and also includes connected services that the Customer considers maybe within scope of this Agreement. The Specification for Online Legal Resources is at Appendix 1 to this Schedule 1.

#### **2.1.2 Training**

- (a) Suppliers will be required to work with participating organisations to develop and deliver tailored training packages for their users. No additional Charges shall be applied from the Supplier to the Customer for the provision of training and such Training will be included in the Price.
- (b) The Specification for Online Legal Resources is at Appendix 1 to this and provides further information regarding this requirement.



### 2.1.3 **Continuous improvement initiatives**

As part of ongoing contract management, suppliers will be required to implement a programme of continuous improvement which will take advantage of developments in technology to either improve the user experience or to reduce time spent on administrative tasks such as account management. The Specification for Online Legal Resources is at Appendix 1 to this and provides further information regarding this requirement.

## **Appendix 1 Specification for the online legal resources framework for the Government Legal Department**

### **1 Contract structure**

#### **1.1 Agreement**

The Agreement will take the form of a two-Year Agreement.

### **2 Content**

#### **2.1 Content overview**

The following online content from across the range of legal publishers is required, unless otherwise stated, this is UK and EU law. The Customer expects to source different elements of this Information from a range of Suppliers:

- 2.1.1 legislation – original and consolidated;
- 2.1.2 case law, law reports and transcripts;
- 2.1.3 current awareness Services which enable judges to keep up to date with changes to the law;
- 2.1.4 journals;
- 2.1.5 commentary - textbooks and loose-leaf – current editions and supplements;
- 2.1.6 practice area tools.

#### **2.2 Legislation**

- 2.2.1 Consolidated and as enacted UK legislation, (covering UK general and public Parliament Acts, UK Parliament Statutory Instruments), with annotations and or links so that commenced and uncommenced text can be clearly and readily established. Notes to explain the territorial application/extent of legislation.
- 2.2.2 Point in time – consolidated Acts of Parliament in force on a specific date in the past.
- 2.2.3 Private and personal acts.
- 2.2.4 Local acts.
- 2.2.5 EU legislation.

#### **2.3 Case law/law reports/transcripts**

Current and archive full text law reports and judgment transcripts with coverage of the following jurisdictions:

- 2.3.1 courts and tribunals in England, Wales, Scotland and Northern Ireland;

- 2.3.2 Commonwealth states;
- 2.3.3 European Union Court of Justice;
- 2.3.4 European Court of Human Rights.

## **2.4 Current awareness**

Online Services which offer email alerts on the latest legal developments and arranged by practice area or subject:

- 2.4.1 new cases, law reports, legislation, parliamentary bills and other official publications;
- 2.4.2 legal news;
- 2.4.3 table of contents of new legal journal issues;
- 2.4.4 changes to the status of legislation and cases.

## **2.5 Journals**

Authoritative online journal and periodical content covering legal subjects in the UK and international:

- 2.5.1 full text journals;
- 2.5.2 journal article summaries and abstracts.

## **2.6 Commentary**

Authoritative publications covering a variety of legal topics in UK, EU and international law, including textbooks and loose-leaf.

## **2.7 Practice area tools**

Online Services providing practice area tools such as precedents, standard clauses, practitioner notes, forms, trackers, calculators and checklists.

## **2.8 Re-use of downloaded information**

- 2.8.1 It should be possible to provide content to anyone within a participating organisation, including agencies and Arm's Length Bodies, regardless of location, unless they have their own contract/library service. This should include personal Users as well as libraries/ intermediaries who provide information to Third Parties.
- 2.8.2 Users should be able to use the content in line with copyright regulations. This can include, but is not limited to:
  - (a) incorporating reasonable amounts of content, (e.g. brief quotations, longer extracts, or occasionally full text journal articles, law reports, book chapters, extracts from legislation, etc.) into their own work, e.g. judgments, presentations, reports, etc. which may be used internally or externally;

- (b) incorporating content into electronic and/or print format materials;
- (c) distributing/presenting materials incorporating content externally (including in formal publications) as well as internally;
- (d) making multiple copies of materials incorporating content – e.g. as handouts at internal and external meetings and training courses;
- (e) attaching reasonable quantities of full text content, (e.g. a complete journal article or law report) to a document for use internally or externally;
- (f) placing materials containing content from the Services on a shared drive, post them on the intranet, make them available on or via the internet, and place them in an archive for long term storage;
- (g) storing content incorporated into work product for as long as required under departmental records management policies;
- (h) supplying content systematically, e.g. as a result of a regular search;
- (i) retaining content incorporated into work product if/when the contract is terminated.

## 2.9 Terminology

- 2.9.1 All terms must be clearly defined, including but not limited to, those governing access such as 'authorised Users', 'internal use', 'colleagues', 'Third Parties', 'occasional', 'ad hoc' and 'systematic'.
- 2.9.2 All terms governing use and storage of content must be clearly defined including those such as 'reasonable portion', 'authorised printouts' (this type of term may apply to electronically stored downloads as well as print copies), 'authorised Users' (see also above for access implications).

## 3 Functionality

- 3.1 The Customer's means to access the database is by individual login credentials (e.g. a unique username and password).

### 3.2 Information retrieval

The User should be able to navigate the databases and search/browse as follows:

#### 3.2.1 Legislation

- (a) statutes/statutory instrument title;
- (b) legislature;
- (c) date of enactment;
- (d) official citation or series number;

- (e) provision number (article, chapter, section, schedule or paragraph);
- (f) full text;

### 3.2.2 Case law/law reports/transcripts

- (a) party names;
- (b) citation (neutral or law report);
- (c) legislation cited in a case;
- (d) subject or keyword;
- (e) date of hearing;
- (f) name of judge/court/tribunal;
- (g) full text.

### 3.2.3 Current awareness

It should be possible to register an email address in order to receive regular alerts such as:

- (a) subject interest – when new cases, journal articles, commentary, legislation or other content related to specific subjects selected by the User are uploaded to the database;
- (b) status change – when the status of a case or legislation changes.

## 3.3 Data format and functionality

- 3.3.1 It should be possible to print, download and store information retrieved from the databases.
- 3.3.2 It should be possible to copy and paste information from search results in to the Microsoft Office family products and should be backward compatible with any new Microsoft software revisions, except where Adobe pdf formats are supplied.

## 4 Service Delivery

### 4.1 Adding/deleting accounts

- 4.1.1 Requests for access must be resolved **within 2 Working Days of notification by the Customer KPI.**
- 4.1.2 Requests to remove access must be actioned **within 2 Working Days of notification by the Customer KPI.**
- 4.1.3 The Supplier should confirm that access has been removed **within 2 Working Days of completion KPI.**

- 4.1.4 The Supplier shall undertake quarterly data cleansing to ensure that their User records match those of the Customer, to ensure compliance with Data Protection Legislation. To do this, the Customer will provide the Supplier with a master list of all entitled Users; the Supplier should confirm within two weeks of notification by the Customer that only Users from the supplied master list have access.

#### **4.2 Browser compatibility**

The online service should be compatible with previous and current versions of Microsoft Internet Explorer, Mozilla Firefox Quantum, Google Chrome and Apple Safari and any other software over the lifetime of the Agreement. It must also remain compatible with future browser versions when they are released.

#### **4.3 Content changes**

- 4.3.1 When new content is added to a service the Supplier should provide at least two weeks' notice so that web links can be amended and customers notified.
- 4.3.2 New content in this context refers to:
- (a) new editions of core titles;
  - (b) new supplements to any commentary;
  - (c) completely new resources.
- 4.3.3 New content should be available online as close to the print edition publication date as possible (and vice versa).
- 4.3.4 When a publication is removed from an online platform, either a pro rata refund for the content must be issued for the remainder for the current Year or suitable alternative content should be supplied as agreed with the Customer.
- 4.3.5 Pricing for the subsequent Years will be adjusted accordingly to account for the removal of the content. The Supplier must provide at least two weeks' notice so that web links can be amended and customers notified.

#### **4.4 Deep linking**

- 4.4.1 If required, the Supplier will provide participating organisations with the URL for specific subsections within publications that are included in their database.
- 4.4.2 For example, to provide shortcuts to chapters in a book, or specific journal articles via an A-Z title list.
- 4.4.3 If an upgrade or platform change requires new URLs for all internal deep links, the Supplier will provide the Customer with a spreadsheet listing the new links for all individual titles affected at least two weeks before the scheduled change.

## **4.5 Accessibility**

- 4.5.1 All products should comply with the Government Service Design Manual with a minimum compliance level AA of the Web Content Accessibility Guidelines 2.0 and any other requirement as advised to the Supplier, at a minimum the products must
- (a) Work with most commonly used assistive technologies – including screen magnifiers, screen readers and speech recognition tools;
  - (b) Include disabled people in User research;
  - (c) Have an accessibility statement that explains how accessible the database is.
- 4.5.2 Products should be usable by historic and recent versions of, but not limited to:
- (a) Screen Readers: JAWS, NVDA, VoiceOver for OS X, Windows Eyes, Supanova;
  - (b) Magnifiers: Luna, ZoomText, MAGic;
  - (c) Speech recognition: Dragon Naturally Speaking, native OS speech packages.

## **5 Service management and support**

### **5.1 Service/Platform changes**

- 5.1.1 The Supplier shall notify the Customer of any proposed platform changes including forwarding a schedule of future changes where available to allow any organisation's web links to be modified in line with changeover dates. Suppliers must provide at least eight weeks' notice.
- 5.1.2 The Customer should be given the opportunity to test upgrades and function changes before live deployment, and should be provided with at least four weeks to do so.

### **5.2 System availability**

- 5.2.1 The Service must be available 24/7 – KPI.
- 5.2.2 All maintenance, updates and releases should be carried out at times when expected load on the system is low. Except in exceptional circumstances, this should be outside the core business hours, Monday - Friday 08:00-18:00 KPI.

## **6 Innovation**

- 6.1 The Supplier should demonstrate a commitment to developing and improving the service and increasing the level of usage throughout the term, for example:
- 6.1.1 customise the Service so that Users in different User categories arrive at a different homepage or view;

- 6.1.2 work with the participating organisations to develop their platforms to encourage and facilitate easier access to Services;
  - 6.1.3 webinars should be available from the Supplier to cover a range of situations and requirements, either off-the-shelf or bespoke;
  - 6.1.4 Suppliers should also provide examples where working with organisations to develop a bespoke customer experience for Users has resulted in increased usage.
- 6.2 The exact requirement for this element will be agreed with the Supplier, subject to commensurate with the level of business awarded.

## **7 Management Information**

### **7.1 Supplier requirements**

- 7.1.1 The reports required are listed in the table below.
- 7.1.2 These reports are indicative and subject to change throughout the term of the Agreement. Where a change is applicable it shall be by agreement between both Parties.

### **7.2 Online management information reports required**

- 7.2.1 The Supplier shall provide use statistics to help understand patterns of use; to understand how Users are using the Services, to help provide targeted training and support for Users and to provide evidence that the Contract is delivering value for money.
- 7.2.2 The Supplier shall provide the use data listed in the table below.
- 7.2.3 A full explanation of all indicators used in the reports and their meaning should be provided.
- 7.2.4 Any duplication or other reporting issues that might affect the accuracy of the data must be made clear and the Customer contact notified prior to reporting deadlines.



	USE STATISTICS REQUIRED - MONTHLY/QUARTERLY/ANNUALLY
<b>1</b>	<b>RAW DATA</b>
	<p>Complete list of all use by Users (with their identified User groups) to include:</p> <ul style="list-style-type: none"> <li>* sources they used</li> <li>* summary giving their total visits/logins/sessions (or similar)</li> <li>* numbers of pages/documents that they have accessed</li> </ul>
<b>2</b>	<b>USER DATA</b>
2.1	Total number of unique Users accessing the Service over the reporting period by unique User ID
2.2	List of all Users to include number of logins and activity
2.3	List of all Users to include details of all sources accessed
2.4	List of all Users by activity type
2.5	Top 20 Users and use figures per User
2.6	List of Users who have not logged in to the service
<b>3</b>	<b>CONTENT</b>
3.1	Top 20 most popular sources and use figures per source
3.2	Breakdown of various sources used by type

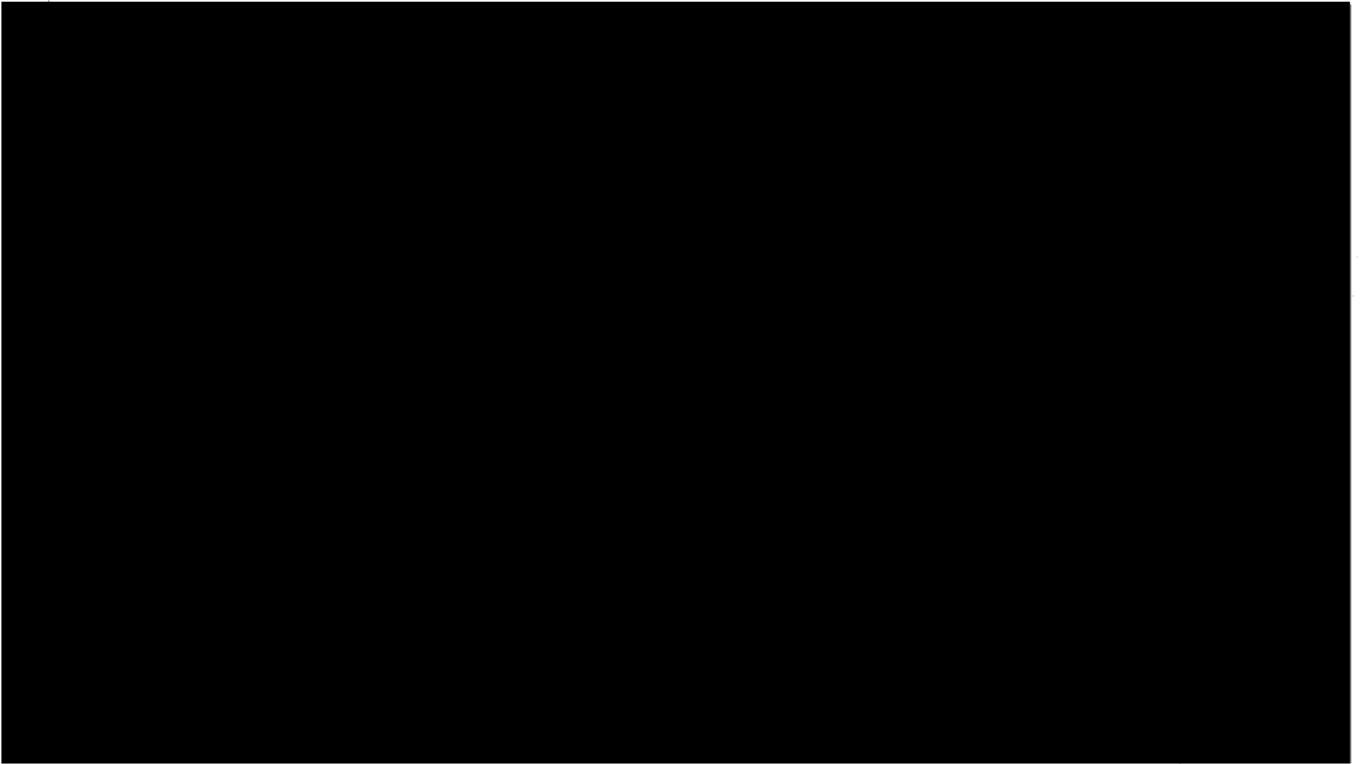
- 7.2.5 Different source types should be clearly and meaningfully labelled.
- 7.2.6 The Customer has internal User groups for all GLD subscriptions service Users and will discuss with the Supplier how this information can be improved and entered into the statistics reporting dashboard.
- 7.2.7 These reports are indicative and the Customer may vary the requirements and frequency throughout the Term at its discretion.

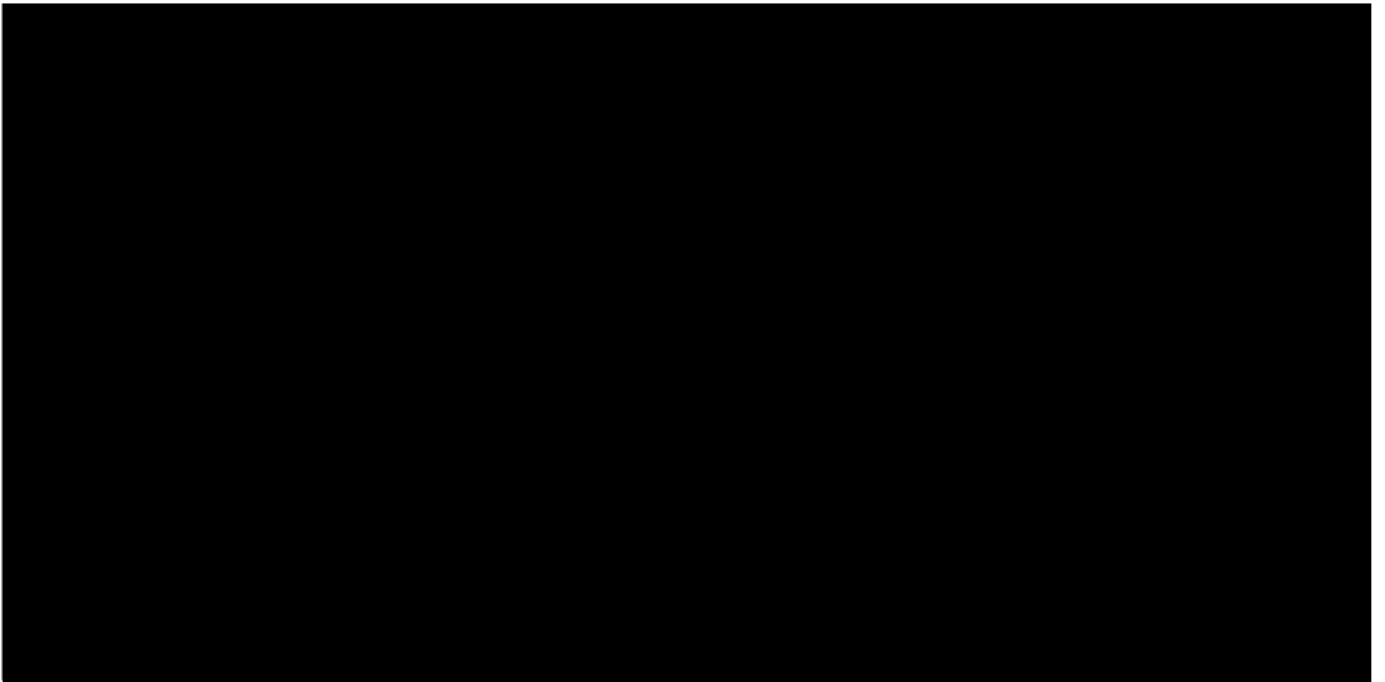
## **8 Key Performance Indicators (KPI)**

### **8.1 KPI management**

- 8.1.1 Throughout the life of the contract, Supplier performance will be measured and reported against KPIs as detailed in this specification. A list of these is provided in the table below.
- 8.1.2 The KPIs will be designed to allow for a comparison of performance across different Suppliers.
- 8.1.3 Note that there may be some Supplier-specific KPIs, and these will be confirmed by the Customer in writing from time to time.
- 8.1.4 The Performance Reporting Pack and dashboard will include a summary of all the KPIs. The Supplier should highlight any failures to meet targets, and provide mitigating factors and plans for improvement as appropriate.
- 8.1.5 KPIs may be subject to change throughout the term of the Agreement and can be changed formally via a contract variation.

## 8.2 Key Performance Indicators





## **9 Account management**

- 9.1 The account shall be managed in line with the contract management instructions as outlined at Section 10 in this Specification.
- 9.2 As a minimum, we expect the operational meetings will cover the following topics:
- 9.2.1 online usage statistics;
  - 9.2.2 opportunities for training;
  - 9.2.3 AOB.
- 9.3 For larger suppliers who also provide training, it is expected that a representative from the training programme will be required to attend operational meetings.

## **10 Contract management**

### **10.1 Roles and responsibilities**

- 10.1.1 The Customer places a high value on Contract Management therefore sufficient and suitably competent resources shall be made available.
- 10.1.2 The Customer will nominate a Commercial Contract Manager who will manage the overall contract. The Customer will nominate a Lead Operational Contract Manager, who will be responsible for any operational issues arising.
- 10.1.3 The Supplier shall provide both a named account manager to oversee the running of the Customer's account, and a named customer Services contact who will deal with all of the Customer's orders and enquiries. Where the named contacts are unavailable for any reason, suitably competent deputies must be available to cover.
- 10.1.4 The Supplier shall provide an organisational chart, including names, roles and contact details, to demonstrate a clear hierarchy of escalation points.
- 10.1.5 The Supplier shall provide contact details, (phone number and email) to enable customers to discuss potential/actual orders. The helpline shall operate during office hours between 0900 and 1700 Monday to Friday excluding bank holidays.

### **10.2 Information assurance**

- 10.2.1 All information should be managed in accordance to the relevant clauses in the contract terms and conditions and relevant legislation (e.g. UK GDPR) the supplier shall specifically:
  - (a) ensure that orders are properly stored, are not accessible to unauthorised persons, are not altered, lost or destroyed and are capable of being retrieved only by properly authorised persons;
  - (b) keep accurate and up-to-date records of customers' personal data, (e.g. title, surname, address and email address) in line with UK GDPR requirements;

- (c) update or delete personal details as and when requested by the Customer and confirm, (by email) that the details have been updated within five Working Days of Receipt KPI;
- (d) ensure that robust procedures are in place to manage Receipt and tracking of all orders.

10.2.2 The Supplier should review all orders and query any possible errors with the Customer. In this event the Supplier shall immediately notify the Customer's Representative. For example, the Supplier should inform the Customer if an order has been placed for a loose-leaf update when the named recipient has no existing subscription.

### 10.3 Contract management meetings

10.3.1 Regular formal meetings will take place between the Customer and the Supplier.

#### (a) Operational account meetings

- (i) These may be monthly, quarterly, or annually, frequency will be commensurate with the size of any and all contracts awarded and level of business.
- (ii) These meetings will be attended by, (as a minimum) the Customer's Lead Operational Manager, the Supplier's Account Manager and the Supplier's Customer Service Manager.

#### (b) Service review meetings to review performance MI and discuss issues

- (iii) These may be quarterly, bi-annually, or annually, frequency will be commensurate with the size of any and all contracts awarded and level of business.
- (iv) These meetings will be attended by, (as a minimum) the Customer's Commercial Contract Manager, the Customer's Lead Operational Manager, the Supplier's Account Manager and the Supplier's Customer Service Manager.

10.3.2 An Agenda and schedule for meetings including exact frequency will be agreed between the parties in writing.

10.3.3 A standard agenda for both meetings will be agreed between both parties. Minutes will be recorded and distributed by the Customer promptly, following each meeting.

10.3.4 If Suppliers have print and online contracts, operational and service review meetings will cover both contracts.

10.3.5 Quarterly meetings will, (in addition to the operational agendas set out in the print and online specifications), cover the following topics:

- (a) KPIs;
- (b) risks;
- (c) opportunities;
- (d) innovation.

## **11 Management information**

11.1 The Supplier is required to provide a range of Management Information (MI) throughout the Term. Performance reporting shall be supplied electronically using the template provided by the Customer for discussion at the monthly or quarterly account meeting.

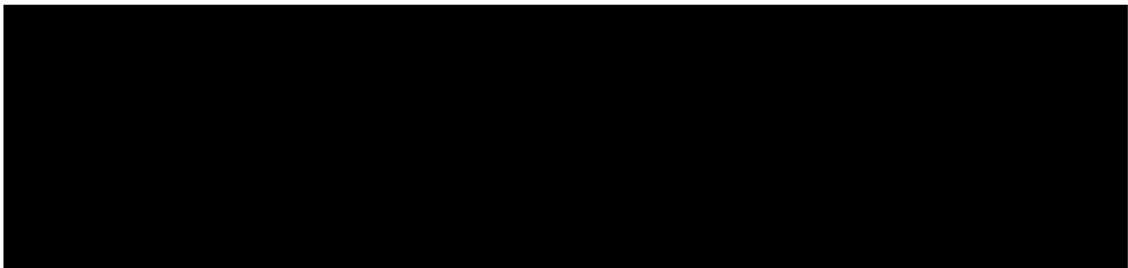
11.2 The provision of MI is a requirement of the contract to allow the Contract Manager to track service demand and manage Supplier performance in relation to service delivery by the Supplier.

11.3 The requirements for provision of MI will be commensurate with the size of the contract and level of business.

11.4 The Customer may request other ad hoc information from time to time. The Supplier must be willing work with the Customer to develop a comprehensive, standardised Performance Reporting Pack and dashboard that will be used for all Suppliers accepted onto the Agreement. However, requirements and frequency may be subject to change throughout the lifetime of the contract and may vary based on Supplier performance and Customer.

11.5 Management Information, (and any required changes) shall be supplied free of charge to the Customer.

### **11.6 MI reports required**



## **11.7 Key Performance Indicators – KPIs**

11.7.1 Throughout the term, Supplier performance will be measured and reported against KPIs.

11.7.2 The KPIs will be designed to allow for a comparison of performance across different Suppliers.

11.7.3 Note that there may be some Supplier specific KPIs to be agreed in writing from time to time.

- 11.7.4 The table below contains a summary of all the KPIs. The Supplier should highlight any failures to meet targets, and provide mitigating factors and plans for improvement as appropriate.
- 11.7.5 KPIs may be subject to change throughout the lifetime of the contract and may be changed formally via a contract variation.
- 11.7.6 Specific requirements for online are set out in the 'Online Specific Requirements' section of this specification.

## **11.8 Service improvement**

- 11.8.1 Non-compliance with agreed performance targets or the requirements of this specification may result in written warnings and implementation of agreed service improvement plans.
- 11.8.2 For minor, accepted or agreed non-compliance the Customer may take measures including:
- (a) temporary provision of specifically affected Services from an alternative source until satisfactory improvement has been demonstrated or circumstances are conducive to returning to 'business as usual' arrangements;
  - (b) enhanced monitoring of KPIs and service levels and increase in the frequency of requests for information or review meetings;
  - (c) requesting face to face meetings or site visits to propose solution within agreed timescales;
  - (d) in keeping with the vision of the contract, both parties will work co-operatively to improve service levels to an acceptable standard before reverting to formal improvement measures.

## **11.9 Complaints**

- 11.9.1 The Supplier is required to adhere to the following obligations in relation to the management of the contract:
- (a) respond to Complaints or issues raised by the Customer Contract/Operational Manager within five Working Days KPI;
  - (b) put in place a Complaints handling procedure to ensure that complaints are responded to promptly and effectively, and that a full audit trail of issues and resolutions is in place. This should include an escalation process;
  - (c) attend the Customer's premises when required, (with reasonable notice) to discuss service delivery.



#### **11.9.2 Received by the supplier**

- (a) Where the Supplier receives a Complaint with regards to their service it must be recorded. A full record of complaints will be provided to the Customer upon request.
- (b) Complaints should be responded to in writing, and if appropriate escalated to the Customer Representative.

#### **11.9.3 Received by the customer**

- (a) The Customer will retain details of all complaints received from their Users and Third Parties. Where a complaint relates to the service provided by the Supplier, the Customer will, (except in exceptional circumstances) inform the Supplier and request a formal response.
- (b) The Supplier is permitted to review its files before responding, providing that in doing so they do not cause unnecessary delay.

### **11.10 Continuous improvement**

- 11.10.1 The Supplier shall use reasonable endeavours to develop and improve the Service, increase the level of use, reduce costs, add value and improve quality throughout the Term.
- 11.10.2 The Customer is constantly required to ensure that value for money is being achieved by all contracts, as such the Supplier will be expected to embrace a culture of continuous improvement.
- 11.10.3 The Supplier will utilise their specialist knowledge of the publishing sector to help the Customer identify areas for process improvements and/or cashable savings.
- 11.10.4 Continuous improvement will be discussed as an agenda item at regular review meetings. The Supplier is expected to propose continuous improvement initiatives throughout the life of the contract with the aim of reducing costs, adding value, improving quality and delivering efficiency savings.
- 11.10.5 The Customer will work with the Supplier to run operational trials where necessary to prove the viability of any initiatives before widespread adoption.
- 11.10.6 Proposed initiatives which are not adopted at the discretion of the Customer or in order to comply with policies specific to the Customer will not be recorded in a manner detrimental to the Supplier's performance measurement.

## **12 Business continuity/Disaster recovery**

- 12.1 The Supplier shall provide separate Business Continuity and Disaster Recovery plans, relevant to the service delivery of this Agreement, to the Customer upon

signing the Agreement. These should be reviewed every 6 Months or after any major incident or as advised to the Supplier.

- 12.2 The Supplier shall provide a comprehensive Disaster Recovery Plan which details the processes by which significant disruptions will be managed to support Contracting Authorities and Users.
- 12.3 The Suppliers shall have a robust Business Continuity and Disaster Recovery plan to maintain the delivery of Goods and Services. The Supplier shall forward plans to the Customer to ensure they have sufficient provision for Disaster recovery of on-line Services. It should also include plans to ensure availability of the Customer Service Team at all normal working times, as set out in this specification.
- 12.4 The Supplier shall ensure that in the event of an online system failure that the content has been backed up by the Supplier and contingency arrangements are in place to ensure that the end User has access to the information either in an off line electronic format or in exceptional circumstances facility to request hard copy format for the relevant immediate needs.
- 12.5 The Supplier shall ensure servers are mirrored or backed up in different locations in the event of a system failure for the database material.
- 12.6 Personal data must be protected in line with UK GDPR. In the event of a data breach, all actions to protect and recover data must be in line with UK GDPR requirements.

### **13 Risk and issues**

- 13.1 The Supplier shall conduct a risk and issue analysis and identify and report to the Customer all pertinent factors on a risk and issue log.
- 13.2 A joint risk register will be established by the Supplier and will be reviewed at the Service Review Meetings.
- 13.3 All risks and issues identified shall:
  - 13.3.1 be scored on a matrix such that likelihood of the risk or issue occurring is referenced against the impact severity should the risk or issue arise;
  - 13.3.2 consider staffing and employment issues and contingency/countermeasures;
  - 13.3.3 identify all proposed mitigation to reduce or counter the risks and issues.

### **14 Sustainability**

- 14.1 The Supplier shall support the UK Government's commitment to ensure "green" economic growth by encouraging "green" technologies, promoting innovation, and protecting the environment whilst also delivering value for money.
- 14.2 The Supplier ensure they measure and reduce the sustainable impacts of their operations and supply chains pertaining to the Goods and Services, and identifying opportunities to assist Contracting Authorities in meeting their sustainability objectives.

## **15 Modern Slavery**

- 15.1 In accordance with the terms and conditions regarding Modern Slavery in the Agreement.
- 15.2 The UK Government has introduced a provision in the Modern Slavery Act 2015 which requires certain businesses who have a turnover over a certain threshold to produce a statement setting out the steps they have taken to ensure there is no Modern Slavery in their own business and their supply chains.
- 15.3 If an organisation has taken no steps to do this, their statement should say so.
- 15.4 A copy of the most recent statement must be provided if applicable.
- 15.5 In addition, a supply chain map must be provided indicating which countries the supplier or their subcontractors operate and what measures are taken to ensure there are no modern-day slavery risks present.

## **16 Social value**

- 16.1 The Public Services, (Social Value) Act was introduced in 2012 and requires Authorities who procure Services to consider how the procurement could improve the social, economic and environmental wellbeing of their areas.
- 16.2 Suppliers will be expected to demonstrate their commitment to working with the Customer to meet the requirements of the Act in particular with respect to Economic, Environmental and Social Factors in accordance with published terms and conditions.

### **16.3 Support and help desk**

- 16.3.1 A telephone and email help service will be available to users during core business hours Monday - Friday 08:00-18:00.
- 16.3.2 The Supplier shall provide an initial response to all enquiries within one Working Day;
- 16.3.3 The Supplier shall provide regular updates by email to outstanding enquiries with details of the action taken until resolved.
- 16.3.4 Where the query is submitted by email, the Supplier must not start a new email each time they contact the Customer. All correspondence following on from the initial email should be contained in a single email thread and include the following:
- The Customer's original subject line in the email header
  - The full original text containing the query
  - Details of any action taken
  - Name of the person dealing with the query/claim
  - Timeframe for a full response with an update

This will ensure that all relevant information is retained in a single thread. It will also enable the Customer to monitor Supplier performance against KPI.

If the Supplier is contacted directly by a user for advice on using the service, the Supplier may respond to the user but should copy in the



## **17 GLD Headline Requirement**

### **17.1 The Requirement**

On behalf of the government legal community the Government Legal Department (GLD) is putting in place a Contract to provide online legal information Services. All users of the online Services required will be personal users.

### **17.2 Background to the requirement**

17.2.1 The government legal community does not include all lawyers working in Government. For example, the Crown Prosecution Service, HM Courts Service, and the Scottish Departments, employ lawyers who do not form part of our contract requirement.

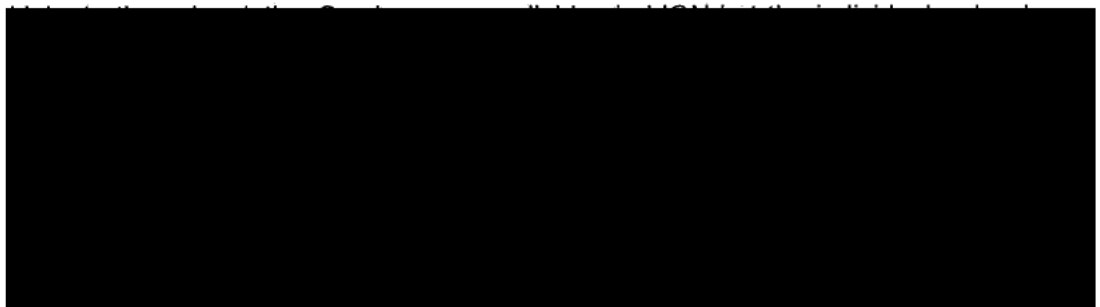
17.2.2 Therefore, for the purposes of this specification, references to the government legal community should be seen as a flexible group of Government bodies for whom subscription sServices may be delivered via the proposed contract. Individuals may move from organisation to organisation and organisations could constitute any government body or agency listed at <https://www.gov.uk/government/organisations> that the GLD may wish to allocate access to the subscription service. See Annex A.

## **18 GLD online ordering process**

18.1

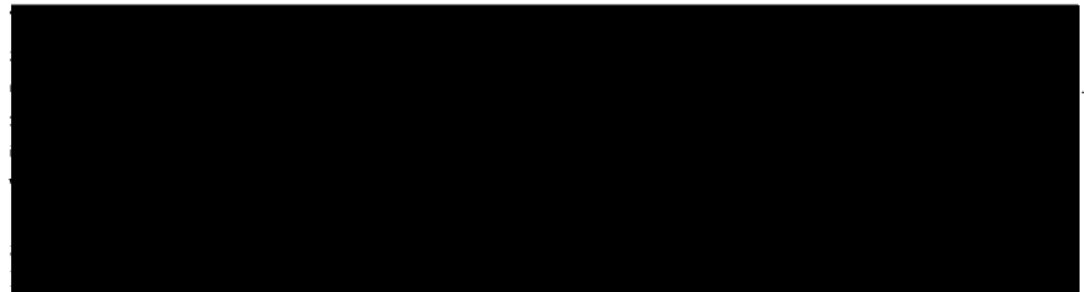
18.2

18.3



## **19 GLD online user numbers**

19.1



19.2

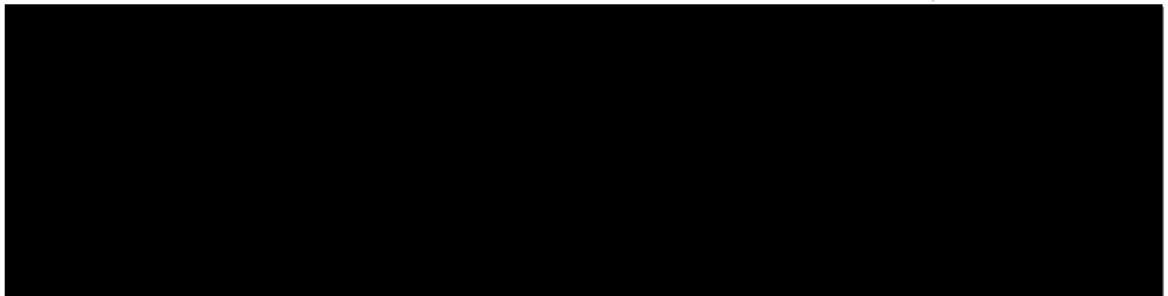


## **20 GLD content**

- 20.1 The combination of department and organisations varies depending on Machinery of Government changes and the need for legal information varies accordingly.
- 20.2 Users within the Other Government Departments group are likely to require online information for the following reasons:
  - 20.2.1 for libraries to provide enquiry Services on an ad hoc basis to staff within their department;
  - 20.2.2 for individual users within the department with a requirement for regular access to current legal information who are not already served by the LION.
- 20.3 The user group for this service is varied; all participating organisations have different requirements both in terms of the content they require and who will access it and how they will do so. Therefore, flexible packaging and licensing options are essential.
- 20.4 The important role that legal publishers have in the dissemination of up to date legal information is recognised, however, it is also the case that the government is a major creator/supplier of much of the core content, and requires reliable and affordable access to this information for the efficient delivery of the judicial system/legal Services to government.
- 20.5 Both parties have an important role in making this information available and this can only be achieved via a mutually beneficial relationship.
- 20.6 Participating organisations should be able to allocate the licences they purchase across all parts of the organisations as best suits their current business needs without restrictions to particular groups or functions. So that in the event of any Machinery of Government changes or alterations in how legal Services are delivered, users can maintain/obtain access to information regardless of their parent organisation/department and location.

## **21 Training and support**

### **21.1 GLD training requirement**



### **21.2 Support and helpdesk**

A telephone and email help service will be available to users during core business hours Monday – Friday 08:00-18:00.

Schedule 2 Charging structure

Year 1	
Year 2	

## Schedule 3 Order

### Part 1. Pro Forma Order

Date		Order Reference	
------	--	-----------------	--

#### FROM:

Customer		"Customer"
Customer's Address		
Invoice Address	As above	
Principal Contact		

#### TO:

Supplier	
Supplier's Address	
Account Manager	

<b>1</b>	<b>General</b>
1.1	This Order is entered into pursuant to the Agreement.
1.2	This Order incorporates the terms of the Agreement and constitutes a separate contract between the parties set out above.
1.3	In this Order (except where the context otherwise requires), words and phrases shall have the meaning set out in the Agreement or as otherwise defined in this Order.

<b>2</b>	<b>Term</b>
2.1	<b>Commencement Date</b> This commences on: 1 April 2024
2.2	<b>Expiry Date</b> [The term of the Agreement should be for a period of no longer than four Years.]

This Agreement shall expire on 31 March 2026 unless terminated earlier

2.3

### 3 Base location

3.1

### 4 Payment

4.1

4.2

4.3

4.4



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<b>5 Insurance</b>
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<b>6 Performance of the services, transition activities and deliverables</b>
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*[Insert any provisions or requirements specific to the provisions of the Services such as timescales, milestones, requirement for deliverables etc.]*

<b>7 Special terms</b>
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*[Insert any amendments to the Terms or additional provisions but only to the extent permitted under the procurement regulations.]*

**BY SIGNING AND RETURNING THIS ORDER FORM THE SUPPLIER AGREES** to enter into a legally binding contract with the Customer to provide the Services. The Parties hereby acknowledge and agree that they have read the Terms and the Order Form and by signing below agree to be bound by the terms of this Agreement.

**For and on behalf of the Supplier:**

Name and Title	
Position	
Signature	
Date	

**For and on behalf of the Customer:**

Name and Title	
----------------	--

Position		
Signature		
Date		

## Schedule 4 BCDR plan

### 22

- 22.1 The Supplier shall develop, implement and maintain a BCDR Plan to apply during the Term which will be approved by the Customer, tested, periodically updated and audited in accordance with this Schedule 4.
- 22.2 Within 30 days of the Commencement Date the Supplier will deliver to the Customer for Approval its proposed final BCDR Plan, which will be based on the draft BCDR Plan set out in this Agreement.
- 22.3 If the BCDR Plan is approved by the Customer it will be adopted immediately. If the BCDR Plan is not approved by the Customer the Supplier shall amend it within 10 Working Days of a notice of non-approval from the Customer and re-submit to the Customer for Approval. The Parties will use all reasonable endeavours to ensure that the Approval process takes as little time as possible and in any event no longer than 15 Working Days (or such other period as the Parties may agree in writing) from the date of its first submission to the Customer. If the Customer does not approve the BCDR Plan following its resubmission, the matter will be resolved in accordance with clause 36 (Dispute resolution). No Approval to be given by the Customer pursuant to this paragraph 22.3 may be unreasonably withheld or delayed. Any failure to approve the BCDR Plan on the grounds that it does not comply with the requirements set out in paragraphs 22.1 to 22.4 shall be deemed to be reasonable.
- 22.4 The BCDR Plan shall, as a minimum:
- 22.4.1 address a wide range of disaster scenarios are contemplated and a variety of disaster response plans are set out which are appropriate to the occurrence of incidents of varying levels of severity.
  - 22.4.2 include an obligation upon the Supplier to liaise with the Customer with respect to issues concerning business continuity and disaster recovery;
  - 22.4.3 contain a risk analysis, including:
    - (a) failure or disruption scenarios and assessments and estimates of frequency of occurrence;
    - (b) identification of any single points of failure within the Services and processes for managing the risks arising therefrom;
    - (c) a business impact analysis (detailing the impact on business processes and operations) of different anticipated failures or disruptions;
  - 22.4.4 provide for documentation of processes, including business processes, and procedures;
  - 22.4.5 identify the responsibilities (if any) that the Customer has agreed it will assume in the event of the invocation of the BCDR Plan; and
  - 22.4.6 include details of the procedures and processes to be put in place by the Supplier in order to deal with the occurrence of an emergency or disaster, including but not limited to:

- 22.4.7 backup methodology and details of the Supplier's approach to data backup and data verification;
- (a) documentation of processes and procedures;
  - (b) Service recovery procedures; and
  - (c) steps to be taken upon resumption of the Services to address any prevailing effect of the failure or disruption of the Services;
- 22.4.8 include details of how the Service Provider shall ensure compliance with security standards ensuring that compliance is maintained for any period during which the BCDR Plan is invoked;
- 22.4.9 address testing and management arrangements;
- 22.4.10 cover planned and unplanned unavailability of access to the service provider system;
- 22.4.11 set out recovery times for key activities;
- 22.4.12 describe minimum office equipment requirements (desks, telephones, PCs, etc. including any non-standard software applications, stand-alone systems and/or other hardware);
- 22.4.13 describe service provider system redundancy and resilience;
- 22.4.14 include arrangements for remote access to the service network devices;
- 22.4.15 include a recovery point objective of 8 hours and recovery time objective of 24 hours; and
- 22.4.16 include the location and integrity of configuration, password, operating manuals and other data and knowledge necessary for the continued operation of the Services.

## **23 Testing**

- 23.1 The Supplier shall, at no cost to Customer, conduct a test of the BCDR Plan on an annual basis and on such further occasions as may reasonably be required by the Customer. The scope of such testing shall be agreed between the Parties.
- 23.2 The Supplier shall provide the Customer with a written report summarising the results of all tests carried out pursuant to paragraph 23.1, any failures of the BCDR Plan and any remedial action which the Service Provider has taken or intends to take (which may include improvements to the BCDR Plan). The Customer may make recommendations of remedial action and the Supplier shall implement such as soon as practically possible at no cost to the Customer .

## **24 Invoking the BCDR plan**

- 24.1 If an event occurs which, in the reasonable opinion of the Customer, constitutes an emergency or disaster affecting the Supplier's ability to perform the Services, the Supplier shall:

24.1.1 immediately notify the Customer of the full details of the event and its anticipated impact on the Supplier's ability to perform its obligations under the Agreement; and

24.1.2 as soon as reasonably practicable but within a maximum of six hours:

(a) implement the BCDR Plan; and

(b) agree with the Customer the steps that it will take to address and mitigate the event with a view to ensuring minimum disruption to the Services.

## 25 Early warning and corrective action notices

25.1 Notwithstanding the issue of any Early Warning Notice the Customer may issue a written notice to the Supplier at any time (a **Corrective Action Notice**) where the Supplier:

25.1.1 may, in the reasonable opinion of the Customer, fail or has failed to implement any agreed actions on the part of the Supplier as set out in an Early Warning Notice; and/or

25.1.2 may be, in the reasonable opinion of the Customer, or is subject to and/or affected by a Material Default and/or any other adverse circumstance that is affecting or threatening or could affect and/or threaten (as the context permits) this Agreement; and/or

25.1.3 fails or refuses to attend a meeting scheduled by the Customer without first providing the Customer with reasonable notice of and reasonable cause for not attending the meeting;

25.2 any Corrective Action Notice issued pursuant to paragraph 25.1 shall:

25.2.1 set out the minimum period during which the Corrective Action Notice will remain in force (the **CAN Period**); and

25.2.2 specify any remedial action which the Customer requires the Supplier to undertake, with the associated schedule for completion during the CAN Period, as a pre-condition to discharge of the Corrective Action Notice;

25.2.3 following the issue of a Corrective Action Notice, the Parties shall meet as soon as reasonably possible (and thereafter, on such further dates as the Customer may reasonably require from time to time) in order to discuss the progress of the Supplier in discharging any remedial actions referred to in the Corrective Action Notice; and

25.3 the Supplier acknowledges and agrees that, where stated as such in the Corrective Action Notice, it shall be Excluded during the CAN Period unless otherwise notified in writing by the Customer.

25.4 The Supplier acknowledges and agrees that where:

25.4.1 the Supplier is (or continues to be) at any point during the Term subject to one or more:

- (a) Financial Distress Events; and/or
- (b) the Supplier or any Supplier Staff, or any agent or servant of the Supplier has been convicted of an offence referred to in Regulation 57(1)(a) to (n) of the Public Contracts Regulations 2015; and/or
- (c) the Supplier or any Supplier Staff, or any agent or servant of the Supplier or was in one (or more) of the situations specified in Regulation 57(8) of the Public Contracts Regulations 2015,

it may be Excluded immediately on written notice by the Customer at the Customer's sole discretion during such period as the Customer may determine.

25.5 In this Agreement:

- 25.5.1 the term **Excluded** shall mean that the Supplier is excluded from participating in any new opportunity in relation to any proposed Services that the Customer seeks to procure from the Supplier during the CAN Period of a Financial Distress Event the period determined by the Customer (as the case may be); or
- 25.5.2 to the extent that the Supplier is participating in a Mini-Competition commenced by the Customer on the date on which a Corrective Action Notice is issued by the Customer or where the Supplier is subject to a Financial Distress Event at the time of the Mini-Competition the Customer shall be entitled to exclude the Supplier from that Mini-Competition with immediate effect in writing,

25.6 and where the Supplier is Excluded under this Agreement:

- 25.6.1 the Supplier shall have no entitlement to make any claim against the Customer whatsoever (whether in contract, tort or any other basis of law) in respect of, without limitation, costs, damages, expense and/or loss (whether direct, indirect, consequential, linked to lost profit, loss of opportunity, loss of goodwill or otherwise) or on any other basis, arising out of it being so Excluded; and
- 25.6.2 it shall:
  - (a) not affect the Supplier's general requirement to comply with its duties and obligations under this Agreement;
  - (b) be without prejudice to any right of termination in favour of the Customer that has accrued as at or subsequently accrues after the date on which the Supplier is so Excluded; and
  - (c) or give rise to an extension to the Term.

25.7 A notification by the Supplier to the Customer of any prior notified Financial Distress Event shall not prevent or preclude the Customer from exercising any of its rights under this Agreement, including issuing a Corrective Active Notice, where the Supplier has failed to implement any corrective action(s) agreed with the Customer

as a condition of entering into this Agreement or otherwise in respect of such prior notified Financial Distress Event.

#### Schedule 5 Data processing

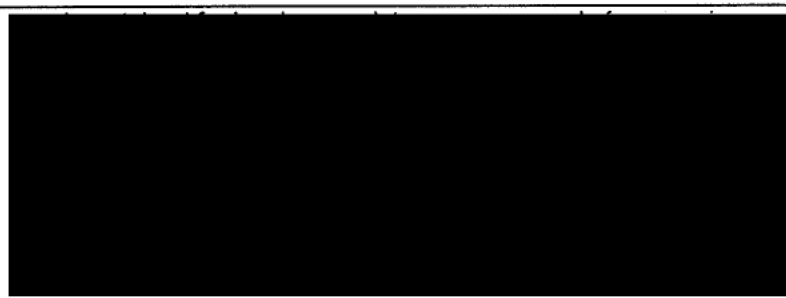
##### PROCESSING, PERSONAL DATA AND DATA SUBJECTS

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

1. The contact details of the Controller's Data Protection Officer are [REDACTED]
2. The contact details of the Processor's Data Protection Officer are: e-mail: [REDACTED]
3. The Processor shall comply with any further written instructions with respect to processing by the Controller.
4. Any such further instructions shall be incorporated into this Schedule.

	Details
Identity of the Controller and Processor	[REDACTED]
Subject matter of the processing	
Duration of the processing	
Nature and purposes of the processing	
Type of Personal Data being Processed	
Categories of Data Subject	
Plan for return and destruction of the data once the processing is complete	

UNLESS requirement under  
union or member state law to  
preserve that type of data



END