Short Form Contract for the Supply of Goods and/or Services

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1. Cover Letter



School Business Services

Discovery Court

Wallisdown Road

Poole

Dorset

BH12 5AG

Attn: [redacted] [redacted]

By email to: [redacted]

Date: 30/10/2024

Your ref: contract 00012147

Our ref: project\_8756 / itt\_2960 / con\_26051

Dear[redacted] ,

Following your tender/proposal for the supply of SRMA Supply to the Department for Education, we are pleased confirm our intention to award this Contract to you.

The attached Order Form, contract Conditions and the annexes set out the terms of the Contract between the Department for Education and School Business Services for the provision of the Deliverables set out in the Order Form.

We thank you for your co-operation to date, and look forward to forging a successful working relationship resulting in a smooth and successful Delivery of the Deliverables. Please confirm your acceptance of this Contract via email to [redacted] and [redacted] by 06/11/2024. Please remember to include the reference number(s) above in any future communications relating to this Contract.

We will then arrange for the Order Form to be countersigned which will create a binding contract between us.

Yours faithfully,

[redacted] [redacted] [redacted]Department for Education

1. Order Form

|  |  |  |  |
| --- | --- | --- | --- |
| 1. Contract Reference | Buyer ref: project\_8756 / itt\_2960 / con\_26051  Supplier ref: 00012147 | | |
| 1. Buyer | Department for Education. Sanctuary Buildings, 20 Great Smith St, London SW1P 3BT.  In entering into this Contract, the Buyer is acting as part of the Crown and the Supplier shall be treated as contracting with the Crown as a whole. | | |
| 1. Supplier | School Business Services  Wallace House, 4 Falcon Way, Welwyn Garden City, United Kingdom, AL7 1TW  Company Number: **06443524** | | |
| 1. The Contract | This Contract between the Buyer and the Supplier is for the supply of Deliverables.  The Supplier shall supply the Deliverables described below on the terms set out in this Order Form and the attached contract conditions (“**Conditions**”) and annexes.  Unless the context otherwise requires, capitalised expressions used in this Order Form have the same meanings as in the Conditions. | | |
| 1. Deliverables | **Goods** | None |
| **Services** | As described in [Annex 2 – Specification] |
| 1. Specification | The specification of the Deliverables is as set out asin [Annex 2 – Specification] | | |
| 1. Start Date | 1st January 2025 | | |
| 1. Expiry Date | 31st December 2027 | | |
| 1. Extension Period | The Buyer may extend the Contract for a period of up to 12 months by giving not less than 90 days’ notice in writing to the Supplier prior to the Expiry Date. The Conditions of the Contract shall apply throughout any such extended period. | | |
| 1. Buyer Cause | Any Material Breach of the obligations of the Buyer or any other default, act, omission, negligence or statement of the Buyer, of its employees, servants, agents in connection with or in relation to the subject-matter of the Contract and in respect of which the Buyer is liable to the Supplier. | | |
| 1. Optional Intellectual Property Rights (“IPR”) Clauses | Not applicable. | | |
| 1. Charges | The Charges for the Deliverables shall be as set out in Annex 3 – Charges | | |
| 1. Payment | Payment of undisputed invoices will be made within 30 days of receipt of invoice, which must be submitted promptly by the Supplier.  All invoices must be sent, quoting a valid Purchase Order Number (PO Number) and any other relevant details, to both [redacted] and to [AccountsPayable.OCR@education.gov.uk](mailto:AccountsPayable.OCR@education.gov.uk).  At the start of the contract we will send you two unique PO Numbers- one for management fee invoices and one for deployment invoices. You must be in receipt of a valid PO Number before submitting an invoice.  To avoid delay in payment it is important that the invoice is compliant and that it includes a valid PO Number, item number (if applicable) and the details (name, email, and telephone number) of your Buyer contact (i.e. Buyer Authorised Representative). Non-compliant invoices may be sent back to you, which may lead to a delay in payment.  Payments will be made to  [redacted] If you have a query regarding an outstanding payment please contact our School Resource Management Adviser team by email to:[redacted] .  **Additional payment process requirements**   1. **All invoices** must be submitted within a month of the work being completed. 2. For **management fee invoices** please identify which month the invoice relates to. You should claim an equal amount each calendar month, regardless of the number of days in each month). You may also claim a one-off recruitment payment of £600 (exclusive of VAT) for any Accredited Persons in your cohort that have passed accreditation in the previous month. These costs should be invoiced against the PO number for your management fee and should include the name of the Accredited Person and the date of the assessment they successfully passed. 3. For **deployment invoices** you must state:    * the Commission Order Number    * the Companies House (for academy deployments), Local Authority ESTAB number (for LA deployments) or the name of the mentee for mentoring deployments.    * the name of the Trust/LA for SRMA deployments, or the name of the trust or school for mentoring deployments    * the name of the SRMA or mentor    * the date the SRMA report or mentoring paperwork was submitted to DfE.    * any relevant receipts for accommodation, travel, or subsistence payments (where a claim includes deployment expenses). 4. You may only invoice for the total number of days requested by the Department for Education (DfE) at the start of the ordering process, unless extra days have been agreed by DfE during a deployment. If an Accredited Person requires extra days to complete a deployment, they should request this from DfE before completing the deployment. DfE will not agree extensions retrospectively under any circumstances. Deployment invoices may only be submitted upon the submission of an adequate SRMA report or final mentoring record. 5. It is the expectation that most visits will require two days of follow-up activity from the Accredited Person at least 6 months after the report was submitted. DfE will formally commission this activity through the ordering process when it is required. This activity will attract the standard daily rate for Accredited Persons and may only be invoiced for upon the submission of an adequate follow-up report. 6. All deployment expenses should be invoiced against the PO number for deployment fees. Expenses claimed must in line with the SRMA and Mentor Expenses Policy in Annex 3 - Charges. All receipts should be included with invoices as proof of expenses and/or the mileage should be clearly set out on the invoice where a car journey was taken. 7. If these steps are not followed, invoices will be rejected, and payment delayed. | | |
| 1. Data Protection Liability Cap | In accordance with clause 12.6 of the Conditions, the Supplier’s total aggregate liability under clause 14.7.5 of the Conditions is no more than the Data Protection Liability Cap, being £1 million. | | |
| 1. Progress Meetings and Progress Reports | The Supplier shall attend progress meetings with the Buyer at least once a month. Dates to be confirmed. | | |
| 1. Buyer Authorised Representative(s) | For general liaison your contacts will be [redacted] and[redacted] . | | |
| 1. Supplier Authorised Representative(s) | For general liaison your contact will continue to be  [redacted] [redacted] [redacted] [redacted] [redacted]or, in their absence,  [redacted] [redacted] [redacted] [redacted] [redacted] [redacted] [redacted] [redacted] | | |
| 1. Address for notices | |  |  | | --- | --- | | Department for Education. Sanctuary Buildings, 20 Great Smith St, London SW1P 3BT  Attention: DfE SRMA Team  Email: [redacted] | School Business Services  Discovery Court, Wallisdown Road,  Poole, Dorset, BH12 5AG  Attention: Accounts Department  Email: [redacted] | | | |
| 1. Key Staff | |  |  |  |  |  | | --- | --- | --- | --- | --- | | **Key Staff Role:** | | **Key Staff Name** | **Contact Details:** | | | [redacted] [redacted] [redacted] [redacted] [redacted] [redacted] [redacted] | [redacted] [redacted] | | [redacted] [redacted] | | [redacted] [redacted] [redacted] [redacted] [redacted] [redacted] [redacted] [redacted] [redacted] | [redacted] [redacted] | | [redacted] [redacted] | | [redacted] [redacted] [redacted] [redacted] [redacted] [redacted] [redacted] [redacted] [redacted] [redacted] | [redacted] [redacted] | | [redacted] [redacted] | | [redacted] [redacted] [redacted] [redacted] [redacted] | [redacted] [redacted] | | [redacted] [redacted] | | [redacted] [redacted] | [redacted] [redacted] [redacted] [redacted] [redacted] [redacted] | | | | | |
| 1. Procedures and Policies | NOT USED | | |
| 1. Special Terms | NOT USED | | |
| 1. Incorporated Terms | The following documents are incorporated into the Contract. If there is any conflict, the following order of precedence applies:   1. The cover letter from the Buyer to the Supplier dated 30/10/2024 2. This Order Form 3. Conditions 4. The following Annexes in equal order of precedence:  1. Annex 1 – Processing Personal Data 2. Annex 2 – Specification 3. Annex 6 – Performance Metrics 4. Annex 3 – Charges 5. Annex 4 – Supplier Tender, unless any part of the Tender offers a better commercial position for the Buyer (as decided by the Buyer, in its absolute discretion), in which case that part of the Tender will take precedence over the documents above. | | |

|  |  |
| --- | --- |
| Signed for and on behalf of the Supplier | Signed for and on behalf of the Buyer acting on behalf of the Crown |
| Name: [redacted] [redacted] | Name: [redacted] [redacted] |
| Title: [redacted] [redacted] | Title: [redacted] [redacted] |
| Date: 07/11/24 | Date: 07/11/24 |
| Signature: [redacted] | Signature: [redacted] |

1. Short form Terms (“Conditions”)
2. Definitions used in the Contract
   1. In this Contract, unless the context otherwise requires, the following words shall have the following meanings:

|  |  |
| --- | --- |
| “Affiliates” | in relation to a body corporate, any other entity which directly or indirectly Controls (in either of the senses defined in sections 450 and 1124 of the Corporation Tax Act 2010 and “**Controlled**” shall be construed accordingly), is Controlled by, or is under direct or indirect common Control of that body corporate from time to time; |
| “Audit” | the Buyer’s right to:  verify the accuracy of the Charges and any other amounts payable by the Buyer under the Contract (including proposed or actual variations to them in accordance with the Contract);  verify the costs of the Supplier (including the costs of all Subcontractors and any third party suppliers) in connection with the provision of the Deliverables;  verify the Supplier’s and each Subcontractor’s compliance with the applicable Law;  identify or investigate actual or suspected breach of clauses 4 to 34 (inclusive), impropriety or accounting mistakes or any breach or threatened breach of security and in these circumstances the Buyer shall have no obligation to inform the Supplier of the purpose or objective of its investigations;  identify or investigate any circumstances which may impact upon the financial stability of the Supplier and/or any Subcontractors or their ability to provide the Deliverables;  obtain such information as is necessary to fulfil the Buyer’s obligations to supply information for parliamentary, ministerial, judicial or administrative purposes including the supply of information to the Comptroller and Auditor General;  review any books of account and the internal contract management accounts kept by the Supplier in connection with the Contract;  carry out the Buyer’s internal and statutory audits and to prepare, examine and/or certify the Buyer's annual and interim reports and accounts;  enable the National Audit Office to carry out an examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Buyer has used its resources; |
| “Beneficiary” | A Party having (or claiming to have) the benefit of an indemnity under this Contract; |
| “Buyer Cause” | has the meaning given to it in the Order Form; |
| “Buyer” | the person named as Buyer in the Order Form. Where the Buyer is a Crown Body the Supplier shall be treated as contracting with the Crown as a whole; |
| “Charges” | the charges for the Deliverables as specified in the Order Form; |
| “Claim” | any claim which it appears that the Buyer is, or may become, entitled to indemnification under this Contract; |
| “Conditions” | means these short form terms and conditions of contract; |
| “Confidential Information” | all information, whether written or oral (however recorded), provided by the disclosing Party to the receiving Party and which  is known by the receiving Party to be confidential;  is marked as or stated to be confidential; or  ought reasonably to be considered by the receiving Party to be confidential; |
| “Conflict of Interest” | a conflict between the financial or personal duties of the Supplier or the Supplier Staff and the duties owed to the Buyer under the Contract, in the reasonable opinion of the Buyer; |
| “Contract” | the contract between the Buyer and the Supplier which is created by the Supplier’s counter signing the Order Form and includes the cover letter (if used), Order Form, these Conditions and the Annexes; |
| “Controller” | has the meaning given to it in the UK GDPR or the EU GDPR as the context requires; |
| “Crown Body” | the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Government and the Welsh Government), including, but not limited to, government ministers and government departments and particular bodies, persons, commissions or agencies from time to time carrying out functions on its behalf; |
| “Data Loss Event” | any event that results, or may result, in unauthorised access to Personal Data held by the Processor under this Contract, and/or actual or potential loss and/or destruction of Personal Data in breach of this Contract, including any Personal Data Breach; |
| “Data Protection Impact Assessment” | an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data; |
| “Data Protection Legislation” | the UK GDPR,  the DPA 2018;  all applicable Law about the processing of personal data and privacy and guidance issued by the Information Commissioner and other regulatory authority; and  (to the extent that it applies) the EU GDPR (and in the event of conflict, the UK GDPR shall apply); |
| “Data Protection Liability Cap” | has the meaning given to it in row 14 of the Order Form; |
| “Data Protection Officer” | has the meaning given to it in the UK GDPR or the EU GDPR as the context requires; |
| “Data Subject Access Request” | a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data; |
| “Data Subject” | has the meaning given to it in the UK GDPR or the EU GDPR as the context requires; |
| “Deliver” | hand over of the Deliverables to the Buyer at the address and on the date specified in the Order Form, which shall include unloading and stacking and any other specific arrangements agreed in accordance with clause 4.2. “Delivered” and “Delivery” shall be construed accordingly; |
| “Deliverables” | means the Goods, Services, and/or software to be supplied under the Contract as set out in the Order Form; |
| “DPA 2018” | the Data Protection Act 2018; |
| “EU GDPR” | Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation) as it has effect in EU law; |
| “Existing IPR” | any and all intellectual property rights that are owned by or licensed to either Party and which have been developed independently of the Contract (whether prior to the date of the Contract or otherwise); |
| “Expiry Date” | the date for expiry of the Contract as set out in the Order Form; |
| “FOIA” | the Freedom of Information Act 2000 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation; |
| “Force Majeure Event” | any event, circumstance, matter or cause affecting the performance by either the Buyer or the Supplier of its obligations arising from:  acts, events, omissions, happenings or non-happenings beyond the reasonable control of the Party seeking to claim relief in respect of a Force Majeure Event (the “**Affected Party**”) which prevent or materially delay the Affected Party from performing its obligations under the Contract;  riots, civil commotion, war or armed conflict, acts of terrorism, nuclear, biological or chemical warfare;  acts of a Crown Body, local government or regulatory bodies;  fire, flood or any disaster; or  an industrial dispute affecting a third party for which a substitute third party is not reasonably available  but excluding:  any industrial dispute relating to the Supplier, the Supplier Staff (including any subsets of them) or any other failure in the Supplier or the Subcontractor's supply chain;  any event, occurrence, circumstance, matter or cause which is attributable to the wilful act, neglect or failure to take reasonable precautions against it by the Party concerned; and  any failure of delay caused by a lack of funds,  and which is not attributable to any wilful act, neglect or failure to take reasonable preventative action by that Party; |
| “Good Industry Practice” | standards, practices, methods and procedures conforming to the Law and the exercise of the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged within the relevant industry or business sector; |
| “Goods” | the goods to be supplied by the Supplier to the Buyer under the Contract; |
| “Government Data” | the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, including any of the Buyer's confidential information, and which:  are supplied to the Supplier by or on behalf of the Buyer; or  the Supplier is required to generate, process, store or transmit pursuant to the Contract; or  any Personal Data for which the Buyer is the Controller; |
| “Indemnifier” | a Party from whom an indemnity is sought under this Contract; |
| “Independent Controller” | a party which is Controller of the same Personal Data as the other Party and there is no element of joint control with regards to that Personal Data; |
| “Information Commissioner” | the UK’s independent authority which deals with ensuring information relating to rights in the public interest and data privacy for individuals is met, whilst promoting openness by public bodies; |
| “Insolvency Event” | in respect of a person:  if that person is insolvent;  where that person is a company, LLP or a partnership, if an order is made or a resolution is passed for the winding up of the person (other than voluntarily for the purpose of solvent amalgamation or reconstruction);  if an administrator or administrative receiver is appointed in respect of the whole or any part of the person’s assets or business;  if the person makes any composition with its creditors; or  takes or suffers any similar or analogous action to any of the actions detailed in this definition as a result of debt in any jurisdiction; |
| “IP Completion Day” | has the meaning given to it in the European Union (Withdrawal Agreement) Act 2020; |
| “Joint Controller Agreement” | the agreement (if any) entered into between the Buyer and the Supplier substantially in the form set out in Part B Joint Controller Agreement *(Optional)* of Annex 1 – Processing Personal Data; |
| “Joint Controllers” | Where two or more Controllers jointly determine the purposes and means of processing; |
| “Key Staff” | any persons specified as such in the Order Form or otherwise notified as such by the Buyer to the Supplier in writing, following agreement to the same by the Supplier; |
| “Law” | any law, subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978, bye-law, right within the meaning of the European Union (Withdrawal) Act 2018 as amended by European Union (Withdrawal Agreement) Act 2020, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements of any regulatory body with which the Supplier is bound to comply; |
| “Material Breach” | a single serious breach or a number of breaches or repeated breaches (whether of the same or different obligations and regardless of whether such breaches are remedied) |
| “National Insurance” | contributions required by the Social Security Contributions and Benefits Act 1992 and made in accordance with the Social Security (Contributions) Regulations 2001 (SI 2001/1004); |
| “New IPR Items” | means a deliverable, document, product or other item within which New IPR subsists; |
| “New IPR” | all and intellectual property rights in any materials created or developed by or on behalf of the Supplier pursuant to the Contract but shall not include the Supplier's Existing IPR; |
| “Open Licence” | means any material that is published for use, with rights to access and modify, by any person for free, under a generally recognised open licence including Open Government Licence as set out at <http://www.nationalarchives.gov.uk/doc/open-government-licence/version/3/> as updated from time to time and the Open Standards Principles documented at <https://www.gov.uk/government/publications/open-standards-principles/open-standards-principles> as updated from time to time; |
| “Order Form” | the order form signed by the Buyer and the Supplier printed above these Conditions; |
| “Party” | the Supplier or the Buyer (as appropriate) and “Parties” shall mean both of them; |
| “Personal Data Breach” | has the meaning given to it in the UK GDPR or the EU GDPR as the context requires and includes any breach of Data Protection Legislation relevant to Personal Data processed pursuant to the Contract; |
| “Personal Data” | has the meaning given to it in the UK GDPR or the EU GDPR as the context requires; |
| “Prescribed Person” | a legal adviser, an MP or an appropriate body which a whistle-blower may make a disclosure to as detailed in ‘Whistleblowing: list of prescribed people and bodies’, 24 November 2016, available online at: <https://www.gov.uk/government/publications/blowing-the-whistle-list-of-prescribed-people-and-bodies--2/whistleblowing-list-of-prescribed-people-and-bodies> as updated from time to time; |
| “Processor Personnel” | all directors, officers, employees, agents, consultants and suppliers of the Processor and/or of any Subprocessor engaged in the performance of its obligations under the Contract; |
| “Processor” | has the meaning given to it in the UK GDPR or the EU GDPR as the context requires; |
| “Protective Measures” | technical and organisational measures which must take account of:  the nature of the data to be protected;  harm that might result from Data Loss Event;  state of technological development;  the cost of implementing any measures;  including pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it; |
| “Purchase Order Number” or “PO Number” | the Buyer’s unique number relating to the order for Deliverables to be supplied by the Supplier to the Buyer in accordance with the Contract; |
| “Rectification Plan” | the Supplier’s plan (or revised plan) to rectify its Material Breach which shall include:  full details of the Material Breach that has occurred, including a root cause analysis;  the actual or anticipated effect of the Material Breach; and  the steps which the Supplier proposes to take to rectify the Material Breach (if applicable) and to prevent such Material Breach from recurring, including timescales for such steps and for the rectification of the Material Breach (where applicable); |
| “Regulations” | the Public Contracts Regulations 2015 and/or the Public Contracts (Scotland) Regulations 2015 (as the context requires) as amended from time to time; |
| “Request For Information” | has the meaning set out in the FOIA or the Environmental Information Regulations 2004 as relevant (where the meaning set out for the term “**request**” shall apply); |
| “Services” | the services to be supplied by the Supplier to the Buyer under the Contract; |
| “Specification” | the specification for the Deliverables to be supplied by the Supplier to the Buyer (including as to quantity, description and quality) as specified in the Order Form; |
| “Staff Vetting Procedures” | vetting procedures that accord with Good Industry Practice or, where applicable, the Buyer’s procedures or policies for the vetting of personnel as specified in the Order Form or provided to the Supplier in writing following agreement to the same by the Supplier from time to time; |
| “Start Date” | the start date of the Contract set out in the Order Form; |
| “Sub-Contract” | any contract or agreement (or proposed contract or agreement), other than the Contract, pursuant to which a third party:  provides the Deliverables (or any part of them);  provides facilities or services necessary for the provision of the Deliverables (or any part of them); and/or  is responsible for the management, direction or control of the provision of the Deliverables (or any part of them); |
| “Subcontractor” | any person other than the Supplier, who is a party to a Sub-Contract and the servants or agents of that person; |
| “Subprocessor” | any third party appointed to process Personal Data on behalf of the Processor related to the Contract; |
| “Supplier Staff” | all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any Subcontractor of the Supplier engaged in the performance of the Supplier’s obligations under the Contract; |
| “Supplier” | the person named as Supplier in the Order Form; |
| “Term” | the period from the Start Date to the Expiry Date as such period may be extended in accordance with clause 11.2 or terminated in accordance with the Contract; |
| “Third Party IPR” | intellectual property rights owned by a third party which is or will be used by the Supplier for the purpose of providing the Deliverables; |
| “Transparency Information” | In relation to Contracts with a value above the relevant threshold set out in Part 2 of the Regulations only, the content of the Contract, including any changes to this Contract agreed from time to time, as well as any information relating to the Deliverables and performance pursuant to the Contract required to be published by the Buyer to comply with its transparency obligations, including those set out in Public Procurement Policy Note 09/21 (update to legal and policy requirements to publish procurement information on Contracts Finder) (<https://www.gov.uk/government/publications/ppn-0921-requirements-to-publish-on-contracts-finder>) as updated from time to time and Public Procurement Policy Note 01/17 (update to transparency principles) where applicable (<https://www.gov.uk/government/publications/procurement-policy-note-0117-update-to-transparency-principles>) as updated from time to time except for:  any information which is exempt from disclosure in accordance with the provisions of the FOIA, which shall be determined by the Buyer; and  Confidential Information; |
| “UK GDPR” | has the meaning as set out in section 3(10) of the DPA 2018, supplemented by section 205(4); |
| “VAT” | value added tax in accordance with the provisions of the Value Added Tax Act 1994; |
| “Worker” | any one of the Supplier Staff which the Buyer, in its reasonable opinion, considers is an individual to which Procurement Policy Note 08/15 ([Tax Arrangements of Public Appointees) (https://www.gov.uk/government/publications/procurement-policynote-0815-tax-arrangements-of-appointees](about:blank))as updated from time to time applies in respect of the Deliverables; and |
| “Working Day” | a day (other than a Saturday or Sunday) on which banks are open for business in the City of London. |

1. Understanding the Contract
   1. In the Contract, unless the context otherwise requires:
      1. references to numbered clauses are references to the relevant clause in these Conditions;
      2. any obligation on any Party not to do or omit to do anything shall include an obligation not to allow that thing to be done or omitted to be done;
      3. references to “writing” include printing, display on a screen and electronic transmission and other modes of representing or reproducing words in a visible form;
      4. a reference to any Law includes a reference to that Law as amended, extended, consolidated, replaced or re-enacted from time to time (including as a consequence of the Retained EU Law (Revocation and Reform) Act) and to any legislation or byelaw made under that Law;
      5. the word “including”, “for example” and similar words shall be understood as if they were immediately followed by the words “without limitation”;
      6. any reference which, immediately before IP Completion Day (or such later date when relevant EU law ceases to have effect pursuant to section 1A of the European Union (Withdrawal) Act 2018), is a reference to (as it has effect from time to time) any EU regulation, EU decision, EU tertiary legislation or provision of the EEA agreement (“**EU References**”) which is to form part of domestic law by application of section 3 of the European Union (Withdrawal) Act 2018 and which shall be read on and after IP Completion Day as a reference to the EU References as they form part of domestic law by virtue of section 3 of the European Union (Withdrawal) Act 2018 as modified by domestic law from time to time.
2. How the Contract works
   1. The Order Form is an offer by the Buyer to purchase the Deliverables subject to and in accordance with the terms and conditions of the Contract.
   2. The Supplier is deemed to accept the offer in the Order Form when the Buyer receives a copy of the Order Form signed by the Supplier.
   3. The Supplier warrants and represents that its tender (if any) and all statements made and documents submitted as part of the procurement of Deliverables are and remain true and accurate.
3. What needs to be delivered
   1. All Deliverables
      1. The Supplier must provide Deliverables:
         1. in accordance with the Specification, the tender in Annex 4 – Supplier Tender (where applicable) and the Contract;
         2. using reasonable skill and care;
         3. using Good Industry Practice;
         4. using its own policies, processes and internal quality control measures as long as they don’t conflict with the Contract;
         5. on the dates agreed; and
         6. that comply with all Law.
      2. The Supplier must provide Deliverables with a warranty of at least 90 days (or longer where the Supplier offers a longer warranty period to its Buyers) from Delivery against all obvious defects.
   2. Goods clauses
      1. \*\*\*Not Used\*\*\*
   3. Services clauses
      1. Late Delivery of the Services will be a default of the Contract.
      2. The Supplier must co-operate with the Buyer and third party suppliers on all aspects connected with the delivery of the Services and ensure that Supplier Staff comply with any reasonable instructions including the security requirements (where any such requirements have been provided).
      3. The Buyer must provide the Supplier with reasonable access to its premises at reasonable times for the purpose of supplying the Services.
      4. The Supplier must at its own risk and expense provide all equipment required to deliver the Services. Any equipment provided by the Buyer to the Supplier for supplying the Services remains the property of the Buyer and is to be returned to the Buyer on expiry or termination of the Contract.
      5. The Supplier must allocate sufficient resources and appropriate expertise to the Contract.
      6. The Supplier must take all reasonable care to ensure performance does not disrupt the Buyer's operations, employees or other contractors.
      7. On completion of the Services, the Supplier is responsible for leaving the Buyer's premises in a clean, safe and tidy condition and making good any damage that it has caused to the Buyer's premises or property, other than fair wear and tear.
      8. The Supplier must ensure all Services, and anything used to deliver the Services, are of good quality and free from defects.
      9. The Buyer is entitled to withhold payment for partially or undelivered Services, but doing so does not stop it from using its other rights under the Contract.
4. Pricing and payments
   1. In exchange for the Deliverables, the Supplier must invoice the Buyer for the charges in the Order Form.
   2. All Charges:
      1. exclude VAT, which is payable on provision of a valid VAT invoice; and
      2. include all costs and expenses connected with the supply of Deliverables.
   3. The Buyer must pay the Supplier the charges within 30 days of receipt by the Buyer of a valid, undisputed invoice, in cleared funds to the Supplier's account stated in the invoice or in the Order Form.
   4. A Supplier invoice is only valid if it:
      1. includes all appropriate references including the Purchase Order Number and other details reasonably requested by the Buyer; and
      2. includes a detailed breakdown of Deliverables which have been delivered.
   5. If there is a dispute between the Parties as to the amount invoiced, the Buyer shall pay the undisputed amount. The Supplier shall not suspend the provision of the Deliverables unless the Supplier is entitled to terminate the Contract for a failure to pay undisputed sums in accordance with clause 11.6. Any disputed amounts shall be resolved through the dispute resolution procedure detailed in clause 36.
   6. The Buyer may retain or set-off payment of any amount owed to it by the Supplier under this Contract or any other agreement between the Supplier and the Buyer if notice and reasons are provided.
   7. The Supplier must ensure that all Subcontractors are paid, in full, within 30 days of receipt of a valid, undisputed invoice. If this doesn't happen, the Buyer can publish the details of the late payment or non-payment.
5. The Buyer's obligations to the Supplier
   1. If Supplier fails to comply with the Contract as a result of a Buyer Cause:
      1. the Buyer cannot terminate the Contract under clause 11;
      2. the Supplier is entitled to reasonable and proven additional expenses and to relief from liability under this Contract;
      3. the Supplier is entitled to additional time needed to deliver the Deliverables; and
      4. the Supplier cannot suspend the ongoing supply of Deliverables.
   2. Clause 6.1 only applies if the Supplier:
      1. gives notice to the Buyer within 10 Working Days of becoming aware;
      2. demonstrates that the failure only happened because of the Buyer Cause; and
      3. mitigated the impact of the Buyer Cause.
6. Record keeping and reporting
   1. The Supplier must ensure that suitably qualified representatives attend progress meetings with the Buyer and provide progress reports when specified in the Order Form.
   2. The Supplier must keep and maintain full and accurate records and accounts on everything to do with the Contract for 7 years after the date of expiry or termination of the Contract and in accordance with the UK GDPR or the EU GDPR as the context requires.
   3. The Supplier must allow any auditor appointed by the Buyer access to its premises to verify all contract accounts and records of everything to do with the Contract and provide copies for the Audit.
   4. The Buyer or an auditor can Audit the Supplier.
   5. During an Audit, the Supplier must provide information to the auditor and reasonable co-operation at their request.
   6. The Parties will bear their own costs when an Audit is undertaken unless the Audit identifies a Material Breach by the Supplier, in which case the Supplier will repay the Buyer's reasonable costs in connection with the Audit.
   7. If the Supplier is not providing any of the Deliverables, or is unable to provide them, it must immediately:
      1. tell the Buyer and give reasons;
      2. propose corrective action; and
      3. provide a deadline for completing the corrective action.
   8. If the Buyer, acting reasonably, is concerned as to the financial stability of the Supplier such that it may impact on the continued performance of the Contract then the Buyer may:
      1. require that the Supplier provide to the Buyer (for its approval) a plan setting out how the Supplier will ensure continued performance of the Contract and the Supplier will make changes to such plan as reasonably required by the Buyer and once it is agreed then the Supplier shall act in accordance with such plan and report to the Buyer on demand; and
      2. if the Supplier fails to provide a plan or fails to agree any changes which are requested by the Buyer or fails to implement or provide updates on progress with the plan, terminate the Contract immediately for Material Breach (or on such date as the Buyer notifies) and the consequences of termination in Clause 11.5.1 shall apply.
   9. If there is a Material Breach, the Supplier must notify the Buyer within 3 Working Days of the Supplier becoming aware of the Material Breach. The Buyer may request that the Supplier provide a Rectification Plan within 10 Working Days of the Buyer’s request alongside any additional documentation that the Buyer requires. Once such Rectification Plan is agreed between the Parties (without the Buyer limiting its rights) the Supplier must immediately start work on the actions in the Rectification Plan at its own cost.
7. Supplier Staff
   1. The Supplier Staff involved in the performance of the Contract must:
      1. be appropriately trained and qualified;
      2. be vetted in accordance with the Staff Vetting Procedures; and
      3. comply with all conduct requirements when on the Buyer's premises.
   2. Where the Buyer decides one of the Supplier's Staff isn’t suitable to work on the Contract, the Supplier must replace them with a suitably qualified alternative.
   3. The Supplier must provide a list of Supplier Staff needing to access the Buyer's premises and say why access is required.
   4. The Supplier indemnifies the Buyer against all claims brought by any person employed or engaged by the Supplier caused by an act or omission of the Supplier or any Supplier Staff.
   5. The Buyer indemnifies the Supplier against all claims brought by any person employed or engaged by the Buyer caused by an act or omission of the Buyer or any of the Buyer’s employees, agents, consultants and contractors.
   6. The Supplier shall use those persons nominated (if any) as Key Staff in the Order Form or otherwise notified as such by the Buyer to the Supplier in writing, following agreement to the same by the Supplier to provide the Deliverables and shall not remove or replace any of them unless:
      1. requested to do so by the Buyer or the Buyer approves such removal or replacement (not to be unreasonably withheld or delayed);
      2. the person concerned resigns, retires or dies or is on parental or long-term sick leave; or
      3. the person's employment or contractual arrangement with the Supplier or any Subcontractor is terminated for material breach of contract by the employee.
   7. The Supplier shall ensure that no person who discloses that they have a conviction that is relevant to the nature of the Contract, relevant to the work of the Buyer, or is of a type otherwise advised by the Buyer (each such conviction a “**Relevant Conviction**”), or is found by the Supplier to have a Relevant Conviction (whether as a result of a police check, a disclosure and barring service check or otherwise) is employed or engaged in the provision of any part of the Deliverables.
8. Rights and protection
   1. The Supplier warrants and represents that:
      1. it has full capacity and authority to enter into and to perform the Contract;
      2. the Contract is entered into by its authorised representative;
      3. it is a legally valid and existing organisation incorporated in the place it was formed;
      4. there are no known legal or regulatory actions or investigations before any court, administrative body or arbitration tribunal pending or threatened against it or its affiliates that might affect its ability to perform the Contract;
      5. all necessary rights, authorisations, licences and consents (including in relation to IPRs) are in place to enable the Supplier to perform its obligations under the Contract and the Buyer to receive the Deliverables;
      6. it doesn't have any contractual obligations which are likely to have a material adverse effect on its ability to perform the Contract; and
      7. it is not impacted by an Insolvency Event.
   2. The warranties and representations in clause 3.3 and clause 9.1 are repeated each time the Supplier provides Deliverables under the Contract.
   3. The Supplier indemnifies the Buyer against each of the following:
      1. wilful misconduct of the Supplier, any of its Subcontractor and/or Supplier Staff that impacts the Contract; and
      2. non-payment by the Supplier of any tax or National Insurance.
   4. If the Supplier becomes aware of a representation or warranty made in relation to the Contract that becomes untrue or misleading, it must immediately notify the Buyer.
   5. All third party warranties and indemnities covering the Deliverables must be assigned for the Buyer's benefit by the Supplier for free.
9. Intellectual Property Rights (“IPRs”)
   1. Each Party keeps ownership of its own Existing IPRs. The Supplier gives the Buyer a non-exclusive, perpetual, royalty-free, irrevocable, transferable, sub-licensable worldwide licence to use, copy and adapt the Supplier's Existing IPR to enable the Buyer and its sub-licensees to both:
      1. receive and use the Deliverables; and
      2. use the New IPR.

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

* 1. Any New IPR created under the Contract is owned by the Buyer. The Buyer gives the Supplier a royalty-free, non-exclusive, non-transferable licence to use, copy, and adapt any Existing IPRs and the New IPR which the Supplier reasonably requires for the purpose of fulfilling its obligations during the Term and commercially exploiting the New IPR developed under the Contract. This licence is sub-licensable to a Subcontractor for the purpose of enabling the Supplier to fulfil its obligations under the Contract, and in that case the Subcontractor must enter into a confidentiality undertaking with the Supplier on the same terms as set out in clause 15 (What you must keep confidential).
  2. Unless otherwise agreed in writing, the Supplier and the Buyer will record any New IPR and keep this record updated throughout the Term.
  3. Where a Party acquires ownership of intellectual property rights incorrectly under this Contract, it must do everything reasonably necessary to complete a transfer assigning them in writing to the other Party on request and at its own cost.
  4. Neither Party has the right to use the other Party's intellectual property rights, including any use of the other Party's names, logos or trademarks, except as provided in this clause 10 or otherwise agreed in writing.
  5. If any claim is made against the Buyer for actual or alleged infringement of a third party’s intellectual property arising out of, or in connection with, the supply or use of the Deliverables (an “**IPR Claim**”), then the Supplier indemnifies the Buyer against all losses, damages, costs or expenses (including professional fees and fines) incurred as a result of the IPR Claim.
  6. If an IPR Claim is made or anticipated, the Supplier must at its own option and expense, either:
     1. obtain for the Buyer the rights in clause 10.1 without infringing any third party intellectual property rights; and
     2. replace or modify the relevant item with substitutes that don’t infringe intellectual property rights without adversely affecting the functionality or performance of the Deliverables.
     3. If the Supplier is not able to resolve the IPR Claim to the Buyer’s reasonable satisfaction within a reasonable time, the Buyer may give written notice that it terminates the Contract from the date set out in the notice, or where no date is given in the notice, the date of the notice. On termination, the consequences of termination in clauses 11.5.1 shall apply.
  7. The Supplier shall not use in the Delivery of the Deliverables any Third Party IPR unless:
     1. the Buyer gives its approval to do so; and
     2. one of the following conditions applies:
        1. the owner or an authorised licensor of the relevant Third Party IPR has granted the Buyer a direct licence that provides the Buyer with the rights in clause 10.1; or
        2. if the Supplier cannot, after commercially reasonable endeavours, obtain for the Buyer a direct licence to the Third Party IPR as set out in clause 10.8.2.1:
           1. the Supplier provides the Buyer with details of the licence terms it can obtain and the identity of those licensors;
           2. the Buyer agrees to those licence terms; and
           3. the owner or authorised licensor of the Third Party IPR grants a direct licence to the Buyer on those terms; or
        3. the Buyer approves in writing, with reference to the acts authorised and the specific intellectual property rights involved.
  8. In spite of any other provisions of the Contract and for the avoidance of doubt, award of this Contract by the Buyer and the ordering of any Deliverable under it, does not constitute an authorisation by the Crown under Sections 55 and 56 of the Patents Act 1977, Section 12 of the Registered Designs Act 1949 or Sections 240 – 243 of the Copyright, Designs and Patents Act 1988.

1. Ending the contract
   1. The Contract takes effect on the Start Date and ends on the earlier of the Expiry Date or termination of the Contract, or earlier if required by Law.
   2. The Buyer can extend the Contract where set out in the Order Form in accordance with the terms in the Order Form.
   3. Ending the Contract without a reason
      1. The Buyer has the right to terminate the Contract at any time without reason or liability by giving the Supplier not less than 90 days' written notice, and if it's terminated clause 11.6.2 applies.
   4. When the Buyer can end the Contract
      1. If any of the following events happen, the Buyer has the right to immediately terminate its Contract by issuing a termination notice in writing to the Supplier and the consequences of termination in Clause 11.5.1 shall apply:
         1. there's a Supplier Insolvency Event;
         2. the Supplier is in Material Breach of the Contract;
         3. there's a change of control (within the meaning of section 450 of the Corporation Tax Act 2010) of the Supplier which isn't pre-approved by the Buyer in writing;
         4. the Buyer discovers that the Supplier was in one of the situations in 57 (1) or 57(2) of the Regulations at the time the Contract was awarded;
         5. the Supplier or its affiliates embarrass or bring the Buyer into disrepute or diminish the public trust in them; or
         6. the Supplier fails to comply with its legal obligations in the fields of environmental, social, equality or employment Law when providing the Deliverables.
      2. If any of the events in 73(1) (a) or (b) of the Regulations happen, the Buyer has the right to immediately terminate the Contract and clauses 11.5.1.2 to 11.5.1.7 apply.
   5. What happens if the Contract ends
      1. Where the Buyer terminates the Contract under clause 10.9, 11.4, 7.8.2, 28.4.2, or Paragraph 8 of Part BJoint Controller Agreement *(Optional)* of Annex 1 – Processing Personal Data (if used), all of the following apply:
         1. the Supplier is responsible for the Buyer's reasonable costs of procuring replacement Deliverables for the rest of the term of the Contract;
         2. the Buyer's payment obligations under the terminated Contract stop immediately;
         3. accumulated rights of the Parties are not affected;
         4. the Supplier must promptly delete or return the Government Data except where required to retain copies by Law;
         5. the Supplier must promptly return any of the Buyer's property provided under the Contract;
         6. the Supplier must, at no cost to the Buyer, give all reasonable assistance to the Buyer and any incoming supplier and co-operate fully in the handover and re-procurement; and
         7. the Supplier must repay to the Buyer all the Charges that it has been paid in advance for Deliverables that it has not provided as at the date of termination or expiry.
      2. The following clauses survive the expiry or termination of the Contract: 1, 4.2.9, 5, 7, 8.4, 10, 11.5, 12, 14, 15, 16, 18, 19, 32.2.2, 36 and 37 and any clauses which are expressly or by implication intended to continue.
   6. When the Supplier can end the Contract and what happens when the contract ends (Buyer and Supplier termination)
      1. The Supplier can issue a reminder notice if the Buyer does not pay an undisputed invoice on time. The Supplier can terminate the Contract if the Buyer fails to pay an undisputed invoiced sum due and worth over 10% of the total Contract value or £1,000, whichever is the lower, within 30 days of the date of the reminder notice.
      2. Where the Buyer terminates the Contract in accordance with clause 11.3 or the Supplier terminates the Contract under clause 11.6 or 23.4:
         1. the Buyer must promptly pay all outstanding charges incurred by the Supplier;
         2. the Buyer must pay the Supplier reasonable committed and unavoidable losses as long as the Supplier provides a fully itemised and costed schedule with evidence - the maximum value of this payment is limited to the total sum payable to the Supplier if the Contract had not been terminated; and
         3. clauses 11.5.1.2 to 11.5.1.7 apply.
      3. The Supplier also has the right to terminate the Contract in accordance with Clauses 20.3 and 23.4.
   7. Partially ending and suspending the Contract
      1. Where the Buyer has the right to terminate the Contract it can terminate or suspend (for any period), all or part of it. If the Buyer suspends the Contract it can provide the Deliverables itself or buy them from a third party.
      2. The Buyer can only partially terminate or suspend the Contract if the remaining parts of it can still be used to effectively deliver the intended purpose.
      3. The Parties must agree (in accordance with clause 25) any necessary variation required by clause 11.7, but the Supplier may not either:
         1. reject the variation; or
         2. increase the Charges, except where the right to partial termination is under clause 11.3.
      4. The Buyer can still use other rights available, or subsequently available to it if it acts on its rights under clause 11.7.
2. How much you can be held responsible for
   1. Each Party's total aggregate liability under or in connection with the Contract (whether in tort, contract or otherwise) is no more than 125% of the Charges paid or payable to the Supplier.
   2. No Party is liable to the other for:
      1. any indirect losses; and/or
      2. loss of profits, turnover, savings, business opportunities or damage to goodwill (in each case whether direct or indirect).
   3. In spite of clause 12.1, neither Party limits or excludes any of the following:
      1. its liability for death or personal injury caused by its negligence, or that of its employees, agents or Subcontractors;
      2. its liability for bribery or fraud or fraudulent misrepresentation by it or its employees; or
      3. any liability that cannot be excluded or limited by Law.
   4. In spite of clause 12.1, the Supplier does not limit or exclude its liability for any indemnity given under clauses 8.4, 9.3.2, 10.6, or 32.2.2.
   5. In spite of clause 12.1, the Buyer does not limit or exclude its liability for any indemnity given under clause 8.5.
   6. Notwithstanding clause 12.1, but subject to clauses 12.1 and 12.3, the Supplier’s total aggregate liability under clause 14.7.5 shall not exceed the Data Protection Liability Cap.
   7. Each Party must use all reasonable endeavours to mitigate any loss or damage which it suffers under or in connection with the Contract, including any indemnities.
   8. If more than one Supplier is party to the Contract, each Supplier Party is fully responsible for both their own liabilities and the liabilities of the other Suppliers.
3. Obeying the Law
   1. The Supplier, in connection with provision of the Deliverables:
      1. is expected to meet and have its Subcontractors meet the standards set out in the Supplier Code of Conduct: [(https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment\_data/file/1163536/Supplier\_Code\_of\_Conduct\_v3.pdf](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/1163536/Supplier_Code_of_Conduct_v3.pdf)[f](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/779660/20190220-Supplier_Code_of_Conduct.pdf)) as such Code of Conduct may be updated from time to time, and such other sustainability requirements as set out in the Order Form. The Buyer also expects to meet this Code of Conduct;
      2. must comply with the provisions of the Official Secrets Acts 1911 to 1989 and section 182 of the Finance Act 1989;
      3. must support the Buyer in fulfilling its Public Sector Equality duty under section 149 of the Equality Act 2010;
      4. must comply with the model contract terms contained in (a) to (m) of Annex C of the guidance to [PPN 02/23 (Tackling Modern Slavery in Government Supply Chains)](https://www.gov.uk/government/publications/ppn-0223-tackling-modern-slavery-in-government-supply-chains),[[1]](#footnote-2) as such clauses may be amended or updated from time to time; and
      5. meet the applicable Government Buying Standards applicable to Deliverables which can be found online at: <https://www.gov.uk/government/collections/sustainable-procurement-the-government-buying-standards-gbs>, as updated from time to time.
   2. The Supplier indemnifies the Buyer against any costs resulting from any default by the Supplier relating to any applicable Law to do with the Contract.
   3. The Supplier must appoint a compliance officer who must be responsible for ensuring that the Supplier complies with Law, clause 13.1 and clauses 27 to 34.
4. Data Protection and Security
   1. The Supplier must not remove any ownership or security notices in or relating to the Government Data.
   2. The Supplier must make accessible back-ups of all Government Data, stored in an agreed off-site location and send the Buyer copies via secure encrypted method upon reasonable request.
   3. The Supplier must ensure that any Supplier, Subcontractor, or Subprocessor system holding any Government Data, including back-up data, is a secure system that complies with the security requirements specified in the Order Form or otherwise in writing by the Buyer (where any such requirements have been provided).
   4. If at any time the Supplier suspects or has reason to believe that the Government Data is corrupted, lost or sufficiently degraded, then the Supplier must immediately notify the Buyer and suggest remedial action.
   5. If the Government Data is corrupted, lost or sufficiently degraded so as to be unusable the Buyer may either or both:
      1. tell the Supplier to restore or get restored Government Data as soon as practical but no later than 5 Working Days from the date that the Buyer receives notice, or the Supplier finds out about the issue, whichever is earlier; and/or
      2. restore the Government Data itself or using a third party.
   6. The Supplier must pay each Party's reasonable costs of complying with clause 14.5 unless the Buyer is at fault.
   7. The Supplier:
      1. must provide the Buyer with all Government Data in an agreed format (provided it is secure and readable) within 10 Working Days of a written request;
      2. must have documented processes to guarantee prompt availability of Government Data if the Supplier stops trading;
      3. must securely destroy all storage media that has held Government Data at the end of life of that media using Good Industry Practice, other than in relation to Government Data which is owned or licenced by the Supplier or in respect of which the Parties are Independent Controllers or Joint Controllers;
      4. securely erase all Government Data and any copies it holds when asked to do so by the Buyer unless required by Law to retain it, other than in relation to Government Data which is owned or licenced by the Supplier or in respect of which the Parties are Independent Controllers or Joint Controllers; and
      5. indemnifies the Buyer against any and all losses incurred if the Supplier breaches clause 14 or any Data Protection Legislation.
   8. The Parties acknowledge that for the purposes of the Data Protection Legislation, the nature of the activity carried out by each of them in relation to their respective obligations under the Contract dictates the status of each party under the DPA 2018. A Party may act as:
      1. “Controller” in respect of the other Party who is “Processor”;
      2. “Processor” in respect of the other Party who is “Controller”;
      3. “Joint Controller” with the other Party;
      4. “Independent Controller” of the Personal Data where the other Party is also “Controller”,

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

* 1. Where one Party is Controller and the other Party its Processor
     1. Where a Party is a Processor, the only processing that the Processor is authorised to do is listed in Part A Authorised Processing Template of Annex 1 – Processing Personal Data by the Controller and may not be determined by the Processor. The term “processing” and any associated terms are to be read in accordance with Article 4 of the UK GDPR and EU GDPR (as applicable).
     2. The Processor must notify the Controller immediately if it thinks the Controller's instructions breach the Data Protection Legislation.
     3. The Processor must give all reasonable assistance to the Controller in the preparation of any Data Protection Impact Assessment before starting any processing, which may include, at the discretion of the Controller:
        1. a systematic description of the expected processing and its purpose;
        2. the necessity and proportionality of the processing operations;
        3. the risks to the rights and freedoms of Data Subjects; and
        4. the intended measures to address the risks, including safeguards, security measures and mechanisms to protect Personal Data.
     4. The Processor must, in in relation to any Personal Data processed under this Contract:
        1. process that Personal Data only in accordance with Part A Authorised Processing Template of Annex 1 – Processing Personal Data unless the Processor is required to do otherwise by Law. If lawful to notify the Controller, the Processor must promptly notify the Controller if the Processor is otherwise required to process Personal Data by Law before processing it.
        2. put in place appropriate Protective Measures to protect against a Data Loss Event which must be approved by the Controller.
        3. Ensure that:
           1. the Processor Personnel do not process Personal Data except in accordance with this Contract (and in particular Part A Authorised Processing Template of Annex 1 – Processing Personal Data);
           2. it uses best endeavours to ensure the reliability and integrity of any Processor Personnel who have access to the Personal Data and ensure that they:

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

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

are informed of the confidential nature of the Personal Data and do not provide any of the Personal Data to any third party unless directed in writing to do so by the Controller or as otherwise allowed by the Contract; and

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

* + - * 1. the Processor must not transfer Personal Data outside of the UK and/or the EEA unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:
        2. the transfer is in accordance with Article 45 of the UK GDPR (or section 74A of DPA 2018) and/or the transfer is in accordance with Article 45 of the EU GDPR (where applicable); or
        3. the Controller or the Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with UK GDPR Article 46 or section 75 of the DPA 2018) and/or the transfer is in accordance with Article 46 of the EU GDPR (where applicable) as determined by the Controller which could include relevant parties entering into:

where the transfer is subject to UK GDPR:

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

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

where the transfer is subject to EU GDPR, the EU SCCs,

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

* + - * 1. the Data Subject has enforceable rights and effective legal remedies when transferred;
        2. the Processor meets its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
        3. the Processor complies with the Controller's reasonable prior instructions about the processing of the Personal Data.
    1. The Processor must at the written direction of the Controller, delete or return Personal Data (and any copies of it) to the Controller on termination of the Contract unless the Processor is required by Law to retain the Personal Data.
    2. The Processor must notify the Controller immediately if it:
       1. receives a Data Subject Access Request (or purported Data Subject Access Request);
       2. receives a request to rectify, block or erase any Personal Data;
       3. receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
       4. receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Contract;
       5. receives a request from any third Party for disclosure of Personal Data where compliance with the request is required or claims to be required by Law; and
       6. becomes aware of a Data Loss Event.
    3. Any requirement to notify under clause 14.9.6 includes the provision of further information to the Controller in stages as details become available.
    4. The Processor must promptly provide the Controller with full assistance in relation to any Party's obligations under Data Protection Legislation and any complaint, communication or request made under clause 14.9.6. This includes giving the Controller:
       1. full details and copies of the complaint, communication or request;
       2. reasonably requested assistance so that it can comply with a Data Subject Access Request within the relevant timescales in the Data Protection Legislation;
       3. any Personal Data it holds in relation to a Data Subject on request;
       4. assistance that it requests following any Data Loss Event; and
       5. assistance that it requests relating to a consultation with, or request from, the Information Commissioner's Office or any other regulatory authority.
    5. The Processor must maintain full, accurate records and information to show it complies with this clause 14. This requirement does not apply where the Processor employs fewer than 250 staff, unless either the Controller determines that the processing:
       1. is not occasional;
       2. includes special categories of data as referred to in Article 9(1) of the UK GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the UK GDPR; or
       3. is likely to result in a risk to the rights and freedoms of Data Subjects.
    6. The Parties shall designate a Data Protection Officer if required by the Data Protection Legislation.
    7. Before allowing any Subprocessor to process any Personal Data, the Processor must:
       1. notify the Controller in writing of the intended Subprocessor and processing;
       2. obtain the written consent of the Controller;
       3. enter into a written contract with the Subprocessor so that this clause 14 applies to the Subprocessor; and
       4. provide the Controller with any information about the Subprocessor that the Controller reasonably requires.
    8. The Processor remains fully liable for all acts or omissions of any Subprocessor.
    9. The Parties agree to take account of any guidance issued by the Information Commissioner's Office or any other regulatory authority.
  1. Joint Controllers of Personal Data
     1. In the event that the Parties are Joint Controllers in respect of Personal Data under the Contract, the Parties shall implement paragraphs that are necessary to comply with UK GDPR Article 26 based on the terms set out in Part BJoint Controller Agreement *(Optional)* of Annex 1 – Processing Personal Data.
  2. Independent Controllers of Personal Data
     1. In the event that the Parties are Independent Controllers in respect of Personal Data under the Contract, the terms set out in Part C Independent Controllers *(Optional)* of Annex 1 – Processing Personal Data shall apply to this Contract.

1. What you must keep confidential
   1. Each Party must:
      1. keep all Confidential Information it receives confidential and secure;
      2. not disclose, use or exploit the disclosing Party's Confidential Information without the disclosing Party's prior written consent, except for the purposes anticipated under the Contract; and
      3. immediately notify the disclosing Party if it suspects unauthorised access, copying, use or disclosure of the Confidential Information.
   2. In spite of clause 15.1, a Party may disclose Confidential Information which it receives from the disclosing Party in any of the following instances:
      1. where disclosure is required by applicable Law if the recipient Party notifies the disclosing Party of the full circumstances, the affected Confidential Information and extent of the disclosure;
      2. if the recipient Party already had the information without obligation of confidentiality before it was disclosed by the disclosing Party;
      3. if the information was given to it by a third party without obligation of confidentiality;
      4. if the information was in the public domain at the time of the disclosure;
      5. if the information was independently developed without access to the disclosing Party's Confidential Information;
      6. on a confidential basis, to its auditors or for the purposes of regulatory requirements;
      7. on a confidential basis, to its professional advisers on a need-to-know basis; and
      8. to the Serious Fraud Office where the recipient Party has reasonable grounds to believe that the disclosing Party is involved in activity that may be a criminal offence under the Bribery Act 2010.
   3. The Supplier may disclose Confidential Information on a confidential basis to Supplier Staff on a need-to-know basis to allow the Supplier to meet its obligations under the Contract. The Supplier shall remain responsible at all times for compliance with the confidentiality obligations set out in this Contract by the persons to whom disclosure has been made.
   4. The Buyer may disclose Confidential Information in any of the following cases:
      1. on a confidential basis to the employees, agents, consultants and contractors of the Buyer;
      2. on a confidential basis to any Crown Body, any successor body to a Crown Body or any company that the Buyer transfers or proposes to transfer all or any part of its business to;
      3. if the Buyer (acting reasonably) considers disclosure necessary or appropriate to carry out its public functions;
      4. where requested by Parliament; and
      5. under clauses 5.7 and 16.
   5. For the purposes of clauses 15.2 to 15.4 references to disclosure on a confidential basis means disclosure under a confidentiality agreement or arrangement including terms as strict as those required in clause 15.
   6. Transparency Information, and Information which is exempt from disclosure by clause 16 is not Confidential Information.
   7. The Supplier must not make any press announcement or publicise the Contract or any part of it in any way, without the prior written consent of the Buyer and must take all reasonable endeavours to ensure that Supplier Staff do not either.
2. When you can share information
   1. The Supplier must tell the Buyer within 48 hours if it receives a Request For Information.
   2. In accordance with a reasonable timetable and in any event within 5 Working Days of a request from the Buyer, the Supplier must give the Buyer full co-operation and information needed so the Buyer can:
      1. comply with any Request For Information
      2. if the Contract has a value over the relevant threshold in Part 2 of the Regulations, comply with any of its obligations in relation to publishing Transparency Information.
   3. To the extent that it is allowed and practical to do so, the Buyer will use reasonable endeavours to notify the Supplier of a Request For Information and may talk to the Supplier to help it decide whether to publish information under clause 16. However, the extent, content and format of the disclosure is the Buyer’s decision in its absolute discretion.
3. Insurance
   1. The Supplier shall ensure it has adequate insurance cover for this Contract.
4. Invalid parts of the contract
   1. If any provision or part-provision of this Contract is or becomes invalid, illegal or unenforceable for any reason, such provision or part-provision shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Contract. The provisions incorporated into the Contract are the entire agreement between the Parties. The Contract replaces all previous statements, or agreements whether written or oral. No other provisions apply.
5. Other people's rights in the contract
   1. No third parties may use the Contracts (Rights of Third Parties) Act (“**CRTPA**”) to enforce any term of the Contract unless stated (referring to CRTPA) in the Contract. This does not affect third party rights and remedies that exist independently from CRTPA.
6. Circumstances beyond your control
   1. Any Party affected by a Force Majeure Event is excused from performing its obligations under the Contract while the inability to perform continues, if it both:
      1. provides written notice to the other Party; and
      2. uses all reasonable measures practical to reduce the impact of the Force Majeure Event.
   2. Any failure or delay by the Supplier to perform its obligations under the Contract that is due to a failure or delay by an agent, Subcontractor and/or Supplier Staff will only be considered a Force Majeure Event if that third party is itself prevented from complying with an obligation to the Supplier due to a Force Majeure Event.
   3. Either Party can partially or fully terminate the Contract if the provision of the Deliverables is materially affected by a Force Majeure Event which lasts for 90 days continuously and the consequences of termination in Clauses 11.5.1.2 to 11.5.1.7 shall apply.
   4. Where a Party terminates under clause 20.3:
      1. each Party must cover its own losses; and
      2. clauses 11.5.1.2 to 11.5.1.7 apply.
7. Relationships created by the contract
   1. The Contract does not create a partnership, joint venture or employment relationship. The Supplier must represent themselves accordingly and ensure others do so.
8. Giving up contract rights
   1. A partial or full waiver or relaxation of the terms of the Contract is only valid if it is stated to be a waiver in writing to the other Party.
9. Transferring responsibilities
   1. The Supplier cannot assign, novate or in any other way dispose of the Contract or any part of it without the Buyer's written consent.
   2. The Buyer can assign, novate or transfer its Contract or any part of it to any Crown Body, public or private sector body which performs the functions of the Buyer.
   3. When the Buyer uses its rights under clause 23.2 the Supplier must enter into a novation agreement in the form that the Buyer specifies.
   4. The Supplier can terminate the Contract novated under clause 23.2 to a private sector body that is experiencing an Insolvency Event.
   5. The Supplier remains responsible for all acts and omissions of the Supplier Staff as if they were its own.
10. Supply Chain
    1. The Supplier cannot sub-contract the Contract or any part of it without the Buyer’s prior written consent. The Supplier shall provide the Buyer with the name of any Subcontractor the Supplier proposes to engage for the purposes of the Contract. The decision of the Buyer to consent or not will not be unreasonably withheld or delayed. If the Buyer does not communicate a decision to the Supplier within 10 Working Days of the request for consent then its consent will be deemed to have been given. The Buyer may reasonably withhold its consent to the appointment of a Subcontractor if it considers that:
       1. the appointment of a proposed Subcontractor may prejudice the provision of the Deliverables or may be contrary to its interests;
       2. the proposed Subcontractor is unreliable and/or has not provided reliable goods and or reasonable services to its other customers; and/or
       3. the proposed Subcontractor employs unfit persons.
    2. If the Buyer asks the Supplier for details about Subcontractors, the Supplier must provide details of all such Subcontractors at all levels of the supply chain including:
       1. their name;
       2. the scope of their appointment; and
       3. the duration of their appointment.
    3. The Supplier must exercise due skill and care when it selects and appoints Subcontractors.
    4. For Sub-Contracts in the Supplier’s supply chain entered into wholly or substantially for the purpose of performing or contributing to the performance of the whole or any part of this Contract:
       1. where such Sub-Contracts are entered into after the Start Date, the Supplier will ensure that they all contain provisions that; or
       2. where such Sub-Contracts are entered into before the Start Date, the Supplier will take all reasonable endeavours to ensure that they all contain provisions that:
          1. allow the Supplier to terminate the Sub-Contract if the Subcontractor fails to comply with its obligations in respect of environmental, social, equality or employment Law;
          2. require the Supplier to pay all Subcontractors in full, within 30 days of receiving a valid, undisputed invoice; and
          3. allow the Buyer to publish the details of the late payment or non-payment if this 30‑day limit is exceeded.
    5. At the Buyer’s request, the Supplier must terminate any Sub-Contracts in any of the following events:
       1. there is a change of control within the meaning of Section 450 of the Corporation Tax Act 2010 of a Subcontractor which isn’t pre-approved by the Buyer in writing;
       2. the acts or omissions of the Subcontractor have caused or materially contributed to a right of termination under Clause 11.4;
       3. a Subcontractor or its Affiliates embarrasses or brings into disrepute or diminishes the public trust in the Buyer;
       4. the Subcontractor fails to comply with its obligations in respect of environmental, social, equality or employment Law; and/or
       5. the Buyer has found grounds to exclude the Subcontractor in accordance with Regulation 57 of the Regulations.
    6. The Supplier is responsible for all acts and omissions of its Subcontractors and those employed or engaged by them as if they were its own.
11. Changing the contract
    1. Either Party can request a variation to the Contract which is only effective if agreed in writing and signed by both Parties. The Buyer is not required to accept a variation request made by the Supplier.
12. How to communicate about the contract
    1. All notices under the Contract must be in writing and are considered effective on the Working Day of delivery as long as they’re delivered before 5:00pm on a Working Day. Otherwise the notice is effective on the next Working Day. An email is effective at 9am on the first Working Day after sending unless an error message is received.
    2. Notices to the Buyer or Supplier must be sent to their address or email address in the Order Form.
    3. This clause does not apply to the service of legal proceedings or any documents in any legal action, arbitration or dispute resolution.
13. Dealing with claims
    1. If a Beneficiary becomes aware of any Claim, then it must notify the Indemnifier as soon as reasonably practical.
    2. at the Indemnifier’s cost the Beneficiary must:
       1. allow the Indemnifier to conduct all negotiations and proceedings to do with a Claim;
       2. give the Indemnifier reasonable assistance with the Claim if requested; and
       3. not make admissions about the Claim without the prior written consent of the Indemnifier which cannot be unreasonably withheld or delayed.
    3. The Beneficiary must:
       1. consider and defend the Claim diligently and in a way that does not damage the Beneficiary’s reputation; and
       2. not settle or compromise any Claim without the Beneficiary’s prior written consent which it must not unreasonably withhold or delay.
14. Preventing fraud, bribery and corruption
    1. The Supplier shall not:
       1. commit any criminal offence referred to in 57(1) and 57(2) of the Regulations; or
       2. offer, give, or agree to give anything, to any person (whether working for or engaged by the Buyer or any other public body) an inducement or reward for doing, refraining from doing, or for having done or refrained from doing, any act in relation to the obtaining or execution of the Contract or any other public function or for showing or refraining from showing favour or disfavour to any person in relation to the Contract or any other public function.
    2. The Supplier shall take all reasonable endeavours (including creating, maintaining and enforcing adequate policies, procedures and records), in accordance with Good Industry Practice, to prevent any matters referred to in clause 28.1 and any fraud by the Supplier Staff and the Supplier (including its shareholders, members and directors) in connection with the Contract and shall notify the Buyer immediately if it has reason to suspect that any such matters have occurred or is occurring or is likely to occur.
    3. If the Supplier notifies the Buyer as required by clause 28.2, the Supplier must respond promptly to their further enquiries, co-operate with any investigation and allow the Audit of any books, records and relevant documentation.
    4. If the Supplier or the Supplier Staff engages in conduct prohibited by clause 28.1 or commits fraud in relation to the Contract or any other contract with the Crown (including the Buyer) the Buyer may:
       1. require the Supplier to remove any Supplier Staff from providing the Deliverables if their acts or omissions have caused the default; and
       2. immediately terminate the Contract and the consequences of termination in Clause 11.5.1 shall apply.
15. Equality, diversity and human rights
    1. The Supplier must follow all applicable employment and equality Law when they perform their obligations under the Contract, including:
       1. protections against discrimination on the grounds of race, sex, gender reassignment, religion or belief, disability, sexual orientation, pregnancy, maternity, age or otherwise; and
       2. any other requirements and instructions which the Buyer reasonably imposes related to equality Law.
    2. The Supplier must use all reasonable endeavours, and inform the Buyer of the steps taken, to prevent anything that is considered to be unlawful discrimination by any court or tribunal, or the Equality and Human Rights Commission (or any successor organisation) when working on the Contract.
16. Health and safety
    1. The Supplier must perform its obligations meeting the requirements of:
       1. all applicable Law regarding health and safety; and
       2. the Buyer's current health and safety policy while at the Buyer’s premises, as provided to the Supplier.
    2. The Supplier and the Buyer must as soon as possible notify the other of any health and safety incidents or material hazards they’re aware of at the Buyer premises that relate to the performance of the Contract.
17. Environment and sustainability
    1. In performing its obligations under the Contract, the Supplier shall, to the reasonable satisfaction of the Buyer:
       1. meet, in all material respects, the requirements of all applicable Laws regarding the environment; and
       2. comply with its obligations under the Buyer's current environmental policy, which the Buyer must provide, and make Supplier Staff aware of such policy.
18. Tax
    1. The Supplier must not breach any tax or social security obligations and must enter into a binding agreement to pay any late contributions due, including where applicable, any interest or any fines. The Buyer cannot terminate the Contract where the Supplier has not paid a minor tax or social security contribution.
    2. Where the Supplier or any Supplier Staff are liable to be taxed or to pay National Insurance contributions in the UK relating to payment received under the Contract, the Supplier must both:
       1. comply with the Income Tax (Earnings and Pensions) Act 2003 and all other statutes and regulations relating to income tax, the Social Security Contributions and Benefits Act 1992 (including IR35) and National Insurance contributions; and
       2. indemnify the Buyer against any Income Tax, National Insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made during or after the Term in connection with the provision of the Deliverables by the Supplier or any of the Supplier Staff.
    3. If any of the Supplier Staff are Workers who receive payment relating to the Deliverables, then the Supplier must ensure that its contract with the Worker contains requirements that:
       1. the Buyer may, at any time during the term of the Contract, request that the Worker provides information which demonstrates they comply with clause 32.2, or why those requirements do not apply, the Buyer can specify the information the Worker must provide and the deadline for responding;
       2. the Worker's contract may be terminated at the Buyer's request if the Worker fails to provide the information requested by the Buyer within the time specified by the Buyer;
       3. the Worker's contract may be terminated at the Buyer's request if the Worker provides information which the Buyer considers isn’t good enough to demonstrate how it complies with clause 32.2 or confirms that the Worker is not complying with those requirements; and
       4. the Buyer may supply any information they receive from the Worker to HMRC for revenue collection and management.
19. Conflict of interest
    1. The Supplier must take action to ensure that neither the Supplier nor the Supplier Staff are placed in the position of an actual, potential or perceived Conflict of Interest.
    2. The Supplier must promptly notify and provide details to the Buyer if an actual, potential or perceived Conflict of Interest happens or is expected to happen.
    3. The Buyer will consider whether there are any appropriate measures that can be put in place to remedy an actual, perceived or potential Conflict of Interest. If, in the reasonable opinion of the Buyer, such measures do not or will not resolve an actual or potential conflict of interest, the Buyer may terminate the Contract immediately by giving notice in writing to the Supplier where there is or may be an actual or potential Conflict of Interest and Clauses 11.5.1.2 to 11.5.1.7 shall apply.
20. Reporting a breach of the contract
    1. As soon as it is aware of it the Supplier and Supplier Staff must report to the Buyer any actual or suspected breach of Law, clause 13.1, or clauses 27 to 33.
    2. The Supplier must not retaliate against any of the Supplier Staff who in good faith reports a breach listed in clause 34.1 to the Buyer or a Prescribed Person.
21. Further Assurances
    1. Each Party will, at the request and cost of the other Party, do all things which may be reasonably necessary to give effect to the meaning of this Contract.
22. Resolving disputes
    1. If there is a dispute between the Parties, their senior representatives who have authority to settle the dispute will, within 28 days of a written request from the other Party, meet in good faith to resolve the dispute by commercial negotiation.
    2. If the dispute is not resolved at that meeting, the Parties can attempt to settle it by mediation using the Centre for Effective Dispute Resolution (“**CEDR**”) Model Mediation Procedure current at the time of the dispute. If the Parties cannot agree on a mediator, the mediator will be nominated by CEDR. If either Party does not wish to use, or continue to use mediation, or mediation does not resolve the dispute, the dispute must be resolved using clauses 36.3 to 36.5.
    3. Unless the Buyer refers the dispute to arbitration using clause 36.4, the Parties irrevocably agree that the courts of England and Wales have exclusive jurisdiction. :
    4. The Supplier agrees that the Buyer has the exclusive right to refer any dispute to be finally resolved by arbitration under the London Court of International Arbitration Rules current at the time of the dispute. There will be only one arbitrator. The seat or legal place of the arbitration will be London and the proceedings will be in English.
    5. The Buyer has the right to refer a dispute to arbitration even if the Supplier has started or has attempted to start court proceedings under clause 36.3, unless the Buyer has agreed to the court proceedings or participated in them. Even if court proceedings have started, the Parties must do everything necessary to ensure that the court proceedings are stayed in favour of any arbitration proceedings if they are started under clause 36.4.
    6. The Supplier cannot suspend the performance of the Contract during any dispute.
23. Which law applies
    1. This Contract and any issues or disputes arising out of, or connected to it, are governed by English law.
24. Annex 1 – Processing Personal Data
25. Authorised Processing Template

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

The contact details of the Controller’s Data Protection Officer are:[redacted] [redacted] , Departmental Data Protection Officer,[redacted] .

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

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

Any such further instructions shall be incorporated into this Annex.

|  |  |
| --- | --- |
| Description of authorised processing | Details |
| Identity of Controller and Processor / Independent Controllers / Joint Controllers for each category of Personal Data | The Parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the Controller and the Contractor is the Processor in accordance with Clause 17.1. |
| Subject matter of the processing | The processing is needed in order to ensure that the Processor can effectively deliver the contract to provide School Resource Management Advisers. |
| Duration of the processing | From: contract signature date.  Until: 31/12/2027, or contract termination. |
| Nature and purposes of the processing | The nature of the processing means any operation such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means) etc.  For the purposes of providing School Resource Management Advisers. |
| Type of Personal Data being processed | Name, postcode and contact details (email & phone number) of School Resource Management Advisers. |
| Categories of Data Subject | Individuals providing advice to schools and trusts on how to manage their finances. |
| Plan for return and destruction of the data once the processing is complete UNLESS requirement under law to preserve that type of data | Details of the return and destruction of personal data processed as part of this agreement will be provided prior to the end of the contract.  If no instructions are received, data should be held for no longer than 90 days before being securely destroyed. |
| Locations at which the Supplier and/or its Subcontractors process Personal Data under this Contract and International transfers and legal gateway | The Supplier shall process Personal Data under this Contract within the United Kingdom.  No Personal Data processed under this Contract shall be transferred outside the United Kingdom without the prior written consent of the Customer and only if such transfers comply with applicable UK data protection legislation. Where international transfers are required, they shall be conducted based on:   * Adequacy decisions by the UK Government for the destination country, or * Appropriate safeguards, including Standard Contractual Clauses (SCCs) as approved by the UK Information Commissioner’s Office (ICO) and applicable under UK data protection law. |
| Protective Measures that the Supplier and, where applicable, its Subcontractors have implemented to protect Personal Data processed under this Contract against a breach of security (insofar as that breach of security relates to data) or a Data Loss Event | All systems to be used in connection with this Contract are hosted in a secure cloud environment and are protected by two-factor authentication (2FA) and industry-standard security software.  Technical and organisational measures as covered within the Data Protection Policy and Group policies. Such as, highlight the requirement to report instances as soon as practicable and within statutory time frames. |

1. Annex 2 – Specification

**Supply of School Resource Management Advisers (SRMAs)**

1. **Background to the Department for Education and the Education and Skills Funding Agency**
   1. The Department for Education (DfE) is responsible for children’s services and education, including early years, schools, higher and further education policy, apprenticeships, and wider skills in England.
   2. We work to provide children’s services, education and skills training that ensures opportunity is equal for all, no matter the background, family circumstances, or need.
   3. At our heart, we are the Department for realising potential. We enable children and adult learners to thrive, by protecting the vulnerable and ensuring the delivery of excellent standards of education, training, and care. This helps realise everyone’s potential – and that powers our economy, strengthens society, and increases fairness.
   4. We are responsible for:
      1. teaching and learning for children in the early years and in primary schools.
      2. teaching and learning for young people in secondary schools.
      3. teaching, learning, and training for young people and adults in apprenticeships, traineeships, and further education.
      4. teaching and learning for young people and adults in higher education.
      5. supporting professionals who work with children, young people and adult learners.
      6. helping disadvantaged children and young people to achieve more; and making sure that local services protect and support children.
   5. One of the department’s overarching objectives is to help improve outcomes for pupils by schools getting the best value from all their resources. This programme contributes towards the following SRM Strategy[[2]](#footnote-3) (June 2022) aims:
      1. For every school and academy trust to be led by those with the skills, knowledge, and capacity to achieve excellent school resource management.
      2. To support schools and academy trusts to recruit, develop and deploy their staff effectively and efficiently.
      3. To help schools and academy trusts get the best value and impact from their non-staff resources, so these can be directed in ways that will make a greater positive difference to children and young people’s outcomes.
   6. The Department for Education (DfE) responsible for funding education and skills providers in England and is committed to ensure that organisations it funds can access high quality support and guidance, protecting against financial difficulty. The SRMA programme is a key pillar of the Department’s support offer.
2. **Overview of this service**
   1. The DfE currently has contracts in place for the accreditation and supply of School Resource Management Advisers (SRMAs) and School and Trust Business Professional (SBP) mentors (‘Accredited Persons’) through to August 2024. Due to the success of the programme to date, we are looking to contract with up to three organisations to source, supply and manage Accredited Persons for three more years, with an option to extend for a fourth year.
   2. SRMAs were introduced in 2017 to provide direct support to academy trusts and local authorities to identify opportunities to improve and optimise resource management. The SRMA offer is open to all publicly funded schools and trusts. Advisers can provide valuable peer-to-peer support and challenge to settings whatever their financial position, but the department will prioritise support for those that are financially vulnerable. SRMA deployments are not mandated for schools and trusts, so deployment numbers are subject to demand for the service. Through their engagement with schools and trusts, and department officials, as well as sector representatives, promote this offer as a supportive resource for all settings looking to maximise their resources. The programme receives excellent feedback, with 92% of respondents reporting they found the experience of working with an SRMA good or very good, and 90% saying they found the SRMA’s recommendations useful.
   3. Mentoring was piloted in 2021/22 to complement the SRMA programme with an offer of longer-term support for academy trust Chief Financial Officers (CFOs) new to the role, aspiring CFOs and those CFOs facing new challenges such as financially difficulty, change or growth. Following a successful pilot, the same mentoring offer was added to the SRMA contracts as an expanded offer for CFOs and some other SBP roles. We intend to continue a similar mentoring offer as part of the new contract until at least 31 March 2025. We are currently considering alternative delivery models for mentoring, including a sector-led offer from 1 April 2025. For the purposes of this invitation to tender we have included mentoring deployments for the first financial year only, with an option to include for years two and three and the potential extension year.
   4. Specific requirements of the service are set out below. All Potential Providers must describe how they will deliver against each requirement.
3. **Glossary**
   1. The following words shall have these meanings:

|  |  |
| --- | --- |
| **SRMA** | School Resource Management Adviser(s) |
| **Accredited Persons** | A person contracted to work for the Supplier who has been accredited to deliver the School Management Resource Adviser and /or mentoring services as set out in paragraphs 8 – 12 below. |
| **Mentor** | A person accredited as a mentor, delivering upskilling / mentoring. |
| **Mentee** | The school or trust business professional being mentored. |
| **Supplier organisation** | An organisation contracted to the DfE to supply persons to deliver School Resource Management Adviser and mentoring services. |
| **Candidate** | A person put forward by a Supplier Organisation to become an Accredited Person. |
| **Accreditation Provider** | The body that is contracted to the DfE to deliver the training and accreditation process for the programme. All Accredited Persons must pass this process before they can deliver School Resource Management Adviser and/or mentoring services. |
| **Introduction event** | A short session developed and run by the Accreditation Provider to introduce Candidates to the programme. |
| **Training events** | Training events developed and run by the Accreditation Provider for the purpose of upskilling candidates prior to undergoing the accreditation process. |
| **Accreditation Assessment** | An assessment developed and run by the Accreditation Provider to ensure Candidates put forward by Supplier organisations have the necessary skills and experience to deliver School Resource Management Adviser and/or mentoring services. |
| **CPD Training** | Sessions developed and run by the Supplier to support their teams of Accredited Persons with Continuing Professional Development in areas relevant to deployments, including but not limited to updates to the department’s suite of School Resource Management tools and resources, and updates to funding arrangements for schools and trusts. |
| **CFO** | Chief Financial Officer |
| **SBP** | School and Trust Business Professional |

1. **Service Requirements**
   1. The Supplier will identify, supply, and manage a cohort of School Resource Management Advisers (SRMAs) and School and Trust Business Professional (SBP) mentors (‘Accredited Persons’), in line with the specification in the next section ‘Background on Accredited Persons.’ More information about the programme can be found at this link: [The school resource management advisers (SRMA) programme - GOV.UK (www.gov.uk)](https://www.gov.uk/government/publications/the-school-resource-management-advisers-srma-programme). See [Annex G](#AnnexGTimelineForSRMADeployments) – Timeline for SRMA Deployments for additional information.
   2. We are looking for up to three Suppliers who together must sustain the supply of enough Accredited Persons with capacity to take on and deliver **at least** 300 new SRMA deployments each financial year of the contract and **at least** 45 mentoring deployments in the first financial year, to March 2025 (as set out below).
      1. Table 1.1

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Deployment Type** | **FY 24 -25**  **(Jan - Mar)** | **FY 25-26** | **FY 26-27** | **FY 27-28**  **(Apr – Dec)** |
| SRMA | 125 | 300 | 300 | 175 |
| Mentoring | 45 | 60 | 0 | 0 |

* 1. Prospective Suppliers can bid for 33.3%, 66.6% or 100% of the contract. e.g. a prospective supplier bidding for 33.3% would be bidding to take on at least 100 new SRMA deployments and 35 new mentoring deployments in the first financial year September 2024 March 2025, and at least 100 new SRMA deployments in each financial year 2025-2026 and 2026-2027. While we may continue to commission some deployments in the last 5 months of the contract, April to August 2027, we expect the focus will be on completing deployments already started.
  2. For information, since September 2021, adviser numbers have remained stable, between c.140-160, and this has been sufficient to meet demand for deployments. Over this period,150 potential candidates attended the introduction sessions to find out about the programme and 116 completed the (currently optional) pre-accreditation training. In total, 75 undertook the SRMA assessment and 55 of those were accredited. Since September 2021, 54 accredited SRMAs have stepped down from the programme, and we expect adviser numbers will continue to ebb and flow.
  3. Accredited Persons can be SRMAs and mentors, just SRMAs, or just mentors. The current cohort is made up of 109 advisers who are SRMAs only, 8 who are mentors only and 42 who are both SRMAs and mentors. Some advisers may only have capacity for one or two deployments a year, as they have full time roles in schools and trusts, while others are consultants with greater capacity, and who may take on multiple deployments at one time. We are seeking to retain a mix of practicing school and trust business professionals and experienced consultants in the SRMA and mentor cohort.
  4. Deployments are not mandatory for schools and trusts to accept and so commissions are based on demand. Deployment numbers are also linked to annual targets the DfE has set for the programme. The table below sets out volumes of deployments commissioned under the current SRMA contract since September 2021.
     1. Table 1.2 Historic Deployment Numbers

|  |  |  |  |
| --- | --- | --- | --- |
| **Deployment Type** | **AY 21/22**  **(Sep - Aug)** | **AY22/23**  **(Sep - Aug)** | **AY 23/24**  **(Sep – Mar)** |
| Full SRMA Deployments Commissioned | 308 | 441 | 305 |
| Mentoring Deployments Commissioned\* | 50 | 11 | 55 |

*\*For the mentoring pilot in academic year 2021/22, 50 mentors were recruited each to mentor one mentee. Following an evaluation of the pilot, mentoring was added to the SRMA contracts in June 2023 with an expectation of commissioning c.70 mentoring deployments up to August 2024.*

* 1. Suppliers must be able to provide national coverage of Accredited Persons. The DfE reserves the right to direct the Supplier’s recruitment efforts to certain geographical areas or specialisms if there is an over/undersupply of Accredited Persons in certain places or a need for Accredited Persons with specific skills and experience, for example, working knowledge of SEND funding or experience working in faith schools. Where the Supplier has limited capacity in a geographical area, the DfE reserves the right to send the Supplier deployments outside of that geographical area and will agree travel, accommodation, and subsistence expenses for Accredited Persons where necessary. Some deployments may also be able to be conducted on a remote basis.
  2. The DfE will contract with the Supplier to make available sufficient Accredited Persons to fulfil commissions for an agreed minimum number of new SRMA and mentoring deployments each year. The DfE will pay the Supplier a monthly fixed management charge to recruit and manage its cohort of Accredited Persons.
  3. The DfE will have a separate contract with the Accreditation Provider to deliver introduction and training sessions and an accreditation assessment for prospective Accredited Persons. The DfE will pay the Accreditation Provider directly to deliver these sessions and assessments.
  4. The Supplier must establish the availability of its Accredited Persons and will proactively identify and recruit Accredited Persons to ensure it has capacity to meet the minimum agreed number of deployments. Suppliers may recruit Accredited Persons who have previously gained and maintained accreditation as an SRMA and/or mentor, as well as new candidates to be assessed for accreditation by the Accreditation Provider.
  5. The Supplier must only put forward candidates for SRMA and/or SBP mentoring accreditation that meet the minimum standard (as outlined in sections 7-11 below) and must provide the details of each candidate to the Accreditation Provider before the candidate can be accepted for the introduction and training sessions. If the Accreditation Provider does not believe the Candidate meets the minimum standard or is unlikely to pass accreditation for any other reason, the Accreditation Provider will make this clear to the Supplier and the DfE and recommend the Candidate should not be allowed to proceed to the assessment. If a Supplier organisation disputes this recommendation, the DfE will make a final decision based on the information provided.
  6. The Supplier must request assurance from candidates for SRMA and mentoring accreditation that they have not been unsuccessful in a previous application for accreditation more than once.
  7. Where necessary, the Supplier will provide additional training and support to candidates for SRMA and/or mentoring accreditation, over and above the training provided by the Accreditation Provider, to assist them through the accreditation process.
  8. The Supplier will develop and maintain a record of its Accredited Persons and keep the DfE informed on a regular basis of available Accredited Persons. The DfE requires Accredited Persons to be deployed at least once (as an SRMA or mentor) within a 12-month period, and an Accredited Person shall automatically lose their accreditation status and the ability to be deployed if they have not undertaken the minimum number of deployments. The Supplier will inform the DfE of any Accredited Persons that do not or may not meet this minimum requirement on a quarterly basis. Exceptional cases may be reviewed at the discretion of the Contract Manager. In all cases, exceptions to this requirement will be granted if there are insufficient deployments available for each Accredited Person to fulfil the minimum requirements in each 12-month period.
  9. The Supplier will create a framework for recording the skills and experience of their Accredited Persons that can help inform assignment to specific deployment needs.
  10. The DfE will commission from the Supplier the Accredited Person deployments it needs each month. Orders for deployments will usually be made pro rata based on the number of deployments each Supplier is contracted to deliver. Where the DfE commissions follow-up deployments, wherever possible these will be commissioned to the Supplier working with the Accredited Person who carried out the original deployment. The Order will confirm the location of the deployment, whether it is supporting a local authority or academy trust, the type of deployment (e.g. comprehensive review, bespoke visit, follow-up, mentoring support), the number of schools included, the number of days allocated, the date by which the deployment needs to start, and any specialist knowledge or experience the Accredited Person will need.
  11. Suppliers will confirm whether they are able to provide the Accredited Persons to undertake each deployment within two working days of the date of the request, as well as any additional availability within its cohort of Accredited Persons, should other Suppliers not be able to provide suitable matches for their commissions.
  12. The Supplier is liable for the Services delivered by the Accredited Persons that the Supplier has engaged. The Supplier must ensure that Accredited Persons it engages are compliant with Disclosure and Barring Service (DBS) requirements during any deployment, and the Supplier must inform the DfE of any issues in this regard.
  13. The Supplier will assist the DfE in checking for any potential conflict of interest for Orders. A conflict of interest may exist where the Accredited Person has worked for the school, trust or local authority in the past or has a close personal or professional relationship with anyone working for the setting. There may be other instances where conflicts of interest exist and where there is doubt the Supplier should check with the DfE, who will make the final decision as to whether the Accredited Person should conduct the deployment.
  14. The Supplier will inform the DfE of the dates of first and last visit for all accepted SRMA and mentoring deployments as soon as they are known.
  15. The Supplier will monitor the deployment of Accredited Persons, including capturing qualitative feedback from Accredited Persons on their deployments, to pass onto the DfE. The Supplier will ensure that the Accredited Persons comply with the requirements of deployments, as set out below.

1. **Requirement for SRMA deployments**
   1. The Supplier must provide the Accredited Person’s report relating to an Order within 10 working days of the Accredited Person’s last meeting with the school or trust.
   2. The Supplier must inform the DfE through the SRMA team where a deployment is going to take longer than 6 weeks in total (or longer than 8 weeks for local authority deployments), from an Accredited Person’s first meeting with the school or trust to report submission, to complete.
   3. The Supplier must ensure the Accredited Person carries out each step of the Deployment Process as set out in [Annex J](#AnnexJDeploymentGuidanceForSRMAs) with particular attention to ensuring that the Accredited Person shares their draft report and recommendations with the school or trust to which the Order relates before submitting the report to the DfE.
   4. The Supplier must ensure the Accredited Person fully completes the relevant SRMA Report templates [(Annexes H and I)](#AnnexHSRMAAndMentoringReportTemplatesAnd) in presenting their reports.
   5. The Supplier must ensure all reports demonstrate that the Accredited Person has considered all aspects set out in the relevant report template, with any omissions agreed with the case lead in advance and clearly explained in the narrative of the report.
   6. The Supplier must ensure each report quantifies recommendations for savings and efficiencies in the Excel template [(Annex I)](#AnnexISRMASavingsIdentifiedTemplate) or includes a clear explanation as to why this is not possible.
   7. The Supplier must ensure that feedback from the DfE on the quality of reports and the Accredited Person’s approach to deployments is acted upon (see [Annex D](#AnnexDQualityAssurance) – Quality Assurance).
   8. The Supplier must provide ongoing training to Accredited Persons throughout Contract Period on area such as, but not limited to, report writing, deployment best practice and school resource management policy updates.
2. **Requirement for SBP Mentoring deployments**
   1. The Supplier must provide the Accredited Person’s completed paperwork relating to an Order, comprising the notes of their first and last meetings [(Annex H),](#AnnexHSRMAAndMentoringReportTemplatesAnd) within 10 working days of the Accredited Person’s last meeting with the mentee.
   2. The Supplier must inform the DfE through the SRMA team where the mentor agrees a timeframe for mentoring conversations that is less than the 6-month standard timeframe.
   3. The Supplier must provide ongoing CPD training to Accredited Persons (SRMAs and mentors) throughout Contract Period on area such as, but not limited to, report writing, deployment best practice and school resource management policy updates.
3. **Overview of Accredited Persons**
   1. Accredited Persons can be accredited as an SRMA, or as an SBP mentor, or as both an SRMA and mentor. Prior to deployment all Accredited Persons will have participated in introductory training appropriate to each deployment type and will have successfully completed an accreditation process led by an independent Accreditation Body.
   2. Accredited Persons who have been accredited as a mentor cannot undertake SRMA deployments unless they have also been accredited as an SRMA. Accredited Persons who have been accredited as an SRMA cannot undertake mentoring deployments unless they have already undertaken mentoring deployments under the previous SRMA or mentoring pilot contracts or have been separately accredited as a mentor under the new contract.
   3. Persons who were accredited as an SRMA before 31 August 2024 will automatically become Accredited Persons (SRMAs) for the purposes of this Contract and will not need further accreditation, provided they have fulfilled the criteria set by the DfE to maintain their accredited status as SRMAs.
   4. Accreditation will provide assurance to the DfE that the Accredited Person (SRMA) has the relevant experience for the role. This will also provide assurance they can use the findings of their deployment (including analysis and discussions with trust/school leaders) to develop appropriate recommendations, with costed savings, for trusts, schools, or local authorities to take to improve their approach to resource management.
   5. The role of the Accredited Person (SRMA) will be to support academy trusts and local authority maintained schools. Accredited Persons (SRMAs) will take a holistic view of the school’s/trust’s financial situation, including consideration of the following issues:
      1. Human resources: Effective curriculum delivery, workforce planning and wider use of staff and leadership time using Integrated Curriculum and Financial Planning (ICFP).
      2. School management and governance: financial management and challenge across the senior leadership team and board of governors.
      3. Resources: Procurement (including, for example, consideration of National Deals, schools’ buying strategies etc.), value for money, capital finance, estate management and opportunities for income generation.
   6. Accredited Persons (SRMAs) will support effective resource management by providing independent and impartial advice to schools and trusts on how to maximise resources to maintain and improve educational outcomes for all pupils, including those with SEND. Accredited Persons must consider the context and nature of each setting, i.e. whether it is an academy trust (MAT or SAT), or local authority-maintained setting, mainstream, special or Alternative Provision, primary or secondary, and whether it is a faith school.
   7. Accredited Persons (SRMAs) can support settings by undertaking a comprehensive (ICFP) review, or through a bespoke review that focused on one or two specific areas. In a comprehensive review the Accredited Person (SRMA) will look at all the school’s or trust’s financial data, key metrics, and its overall approach to resource management and financial governance, including whether the school or trust practices integrated curriculum and financial planning (ICFP). the Accredited Person shall work through the key metrics to identify options that could potentially deliver improvements in the way staff are deployed. Where the trust or school does not already use ICFP, the Accredited Persons shall help it introduce ICFP into its planning processes as well as suggesting other options for improvements.
   8. In a bespoke review, the Accredited Person (SRMA) will conduct a deep-dive into one or two areas specifically relating to finance or resource-management. This could include but is not limited to targeted support to revise a budget plan; advice and support with choosing a new finance system; advice on building a central team to support trust growth; support introducing integrated curriculum and financial planning (ICFP) to trustees; and more.
   9. Where settings are financially vulnerable or in deficit, an Accredited Person (SRMA) may be asked to support them to develop a viable budget plan by examining financial planning and proposed spending plans. In cases where settings are financially stable the Accredited Person (SRMA) will make recommendations on how the school or trust can further improve its approach to financial management to ensure every possible resource is being directed to the areas that have greatest impact on educational outcomes.
   10. In most instances, Accredited Persons (SRMAs) will be expected to carry out a ‘follow-up’ deployment to the same setting six months after submitting their initial report. This is an opportunity for the setting to discuss progress and next steps with the SRMA, including any further support that is needed. Where the Accredited Person (SRMA) identified potential savings in their initial report, they must also support the setting to complete a savings workbook, providing feedback to the DfE on the setting’s plans to implement any of these recommendations.

9. **Essential Skills for Accredited Persons – SRMAs**

* 1. To ensure that Accredited Persons can effectively carry out SRMA deployments, as a minimum they must:
     1. Be an Accredited Person (SRMA).
     2. Have at least two years’ experience of school or trust business management, or financial management in a school setting.
     3. Have a good understanding of how the school system works, including understanding the differences between local authority and academy trust funding and frameworks.
     4. Must be an expert with broad and deep knowledge of the concepts of ICFP and benchmarking and be able to demonstrate how they would use these tools practically in different settings.
     5. Have a good understanding of excellent resource management and know how to obtain best value for school and trust budgets through procurement, recruitment, financial governance, and financial forecasting using DfE tools and other commercial solutions.
     6. Not be currently working in an academy trust or local authority maintained setting that is in deficit or subject to DfE intervention. An exception to this may be granted if the deficit and/or intervention pre-exists the mentor’s appointment with the trust or school.
     7. Have excellent interpersonal and communication skills supported by strong emotional intelligence and report writing skills.

1. **Desirable skills for Accredited Persons (SRMAs)**
   1. A minimum of two years’ experience as an accountant or similar role.
   2. Experience of managing funding for SEND and Alternative Provision.
2. **Accredited Persons – SBP Mentors**

11.1 Persons who have completed at least one mentoring deployment as part of the 2021/22 CFO mentoring pilot, or previous SRMA contract, will automatically become Accredited Persons (mentors) for the purposes of this Contract and will not need further accreditation, provided they have fulfilled the criteria set by the DfE to maintain their accredited status as SBP mentors.

11.2 After working with a mentor, mentees should be effective in the management of the trust’s business functions, finances and/or operations (depending on their role and the roles of those they are mentoring. They should be able to competently carry out tasks around budget planning, monitoring, financial reporting, operational leadership, and other business activities. The mentee will be confident in developing and implementing strategies to resource and deliver the trust’s objectives whilst achieving value for money across all areas of spend.

11.3 The DfE believes that mentoring is most effective when it is driven by the participant and once the peers are matched the mentor and mentee should agree key objectives for the relationship alongside the DfE, including:

11.3.1 the frequency of meetings and overall length of relationship. For example, this could be meeting fortnightly for twelve 1-hour sessions over 6 months (default model), or six 2-hour sessions twice a month for 3 months, or monthly 1-hour sessions over a year.

* + 1. What exact areas (e.g., budget planning, reporting, resource management) the mentoring should focus on; and
    2. a set of recorded, measurable (SMART) objectives.
  1. During each deployment, mentors must complete the appropriate record templates provided by the DfE [(Annex H)](#AnnexHSRMAAndMentoringReportTemplatesAnd) The mentee must also complete a self-assessment form before mentoring starts, to help inform objectives, and an evaluation survey at the end of mentoring, to allow an evaluation of the effectiveness of the deployment. It is not a requirement that details of mentoring conversations are shared with the DfE, but mentors must confirm dates of the first and last meetings, the hours worked, and both mentors and mentees should provide feedback at the end of each deployment.

1. **Essential Skills for Accredited Persons – SBP Mentors**
   1. To ensure that mentors can effectively support mentees, as a minimum they must:
      1. Be an Accredited Person (Mentor)
      2. Have at least 2 years’ experience of working as a CFO in an academy trust, or School Business Manager (or equivalent) in a maintained setting and be able to evidence working knowledge of up-to-date sector developments. Mentors should be appropriately role-matched to their mentees as far as possible, e.g. a CFO mentor for a CFO mentee, but not matching a CFO mentee with a mentor who has not also held an equivalent role.
      3. Not be currently working in an academy trust or local authority-maintained setting that is in deficit or subject to DfE intervention. An exception to this may be granted if the deficit and/or intervention pre-exists the mentor’s appointment with the trust or school.
      4. Have a strong working knowledge of the concepts of Integrated Curriculum Financial Planning (ICFP) and benchmarking.
      5. Have a good understanding of excellent resource management and know how to obtain best value for school and trust budgets through procurement, recruitment, financial governance, and financial forecasting using DfE tools and other commercial solutions.
      6. Have excellent interpersonal and communication skills supported by strong emotional intelligence.
2. **Payment process for all deployments**
   1. The Supplier will manage payments to Accredited Persons, including the Accredited Person Charges and allowable expenses incurred in relation to each SRMA or mentoring deployment, as set out in [Annex E](#AnnexEDepartmentSetRatesAndPayments) – Department-Set Rates and Payments. It is the Supplier’s responsibility to check that each invoice submitted to them by an Accredited Person is correct and is for the number of days agreed by the DfE. If it is incorrect, the Supplier will carry the risk of any overpayment and the DfE will only pay for the number of days agreed before the deployment ended.
   2. The Supplier will invoice the DfE each month for the Department-Set Accredited Person Charges and expenses relating to completed SRMA and mentoring deployments and separately for the service management costs for managing its cohort of Accredited Persons, in accordance with the invoicing procedures set out in the Contract.
3. **Sub-contracting**
   1. The Supplier must not agree the use of any Sub-Contractor where this would require you to sub-contract the Services to a second level. All a Supplier’s Sub-Contractors must have a Sub-Contract directly with the Supplier.
   2. This restriction is in place to ensure that:
      1. The Supplier retains clear and transparent accountability for supplying and managing Accredited Persons.
      2. Proper and appropriate controls are in place to manage the quality of Accredited Persons’ reports.
      3. Value for money is achieved by mitigating funding being used for multiple tiers of sub-contractor management.
4. **DfE Retained Areas of Responsibility** 
   1. Oversee the accreditation process, regularly reviewing the delivery of the process and the results of accreditation and the quality of reviews, individually and collectively.
   2. The DfE shall retain intellectual property rights over all material, templates and guidance developed by the Department, the Suppliers, and the Accrediting Body.
   3. The DfE will pay a monthly management fee to the Supplier.
   4. The DfE will monitor the Supplier’s performance as set out in the Contract Performance Metrics (Document 3d, Annex 6).
   5. The DfE will monitor Accredited Persons’ performance as set out in the ‘SRMA and Mentor Performance Management Framework’ (SRMA Process Documents, [Annex C](#AnnexCSRMAAndMentorPerformanceManagement)).
   6. The DfE reserves the right to:
      1. Direct supplier recruitment activity to certain geographical areas (where the supplier has a national focus) or certain specialisms (e.g. Primary, Secondary, Special, Maintained School).
      2. Alter the commissioning and deployment process, following feedback from Suppliers, Accredited Persons and schools or trusts, to ensure the best service possible is provided to those in receipt of support from Accredited Persons.
      3. Change the thresholds for the key performance indicators supplier success will be measured by after consultation with the Supplier.
      4. Alter the ‘SRMA and Mentor Performance Management Framework’ ([Annex C](#AnnexCSRMAAndMentorPerformanceManagement)) to ensure it continues to reflect the key performance indicators of Accredited Persons.
      5. Instruct the Supplier to remove any Accredited Persons from the programme as set out in the ‘SRMA and Mentoring Performance Management Framework ([Annex C](#AnnexCSRMAAndMentorPerformanceManagement)).

**The following Annexes, embedded in this document below and uploaded as attachments in Jaggaer, form part of the specification.**

**Annex A – Template Proposal Form**

**Annex B – Ordering Procedures**

**Annex C – SRMA & Mentor Performance Management Framewor****k**

**Annex D – Quality Assurance******

**Annex E – Department Set Rates & Payments**

**Annex F - Travel and Expenses policy for SRMAs and Mentors 2024**

**Annex G - Timeline for SRMA Deployments**

**Annex H - SRMA and Mentoring Report Templates and Guidance**

**Annex I - SRMA Savings Identified Template**

**Annex J - Deployment Guidance for SRMAs**



1. Annex 3 – Charges

The total value of the contract, inclusive of management and deployment costs, is **£4,259,385.**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **SBS** |  |  |  |  |  |
| **Cost category** | 2024-25 (Jan – Mar) | 2025-26 | 2026-27 | 2027-28 (Apr - Dec) | Total Cost |
| Staff costs | [redacted] | [redacted] | [redacted] | [redacted] | [redacted] |
| SRMA and mentor recruitment costs | [redacted] | [redacted] | [redacted] | [redacted] | [redacted] |
| Accommodation costs | [redacted] | [redacted] | [redacted] | [redacted] | [redacted] |
| IT and technology costs | [redacted] | [redacted] | [redacted] | [redacted] | [redacted] |
| Delivery partner / sub-contracting costs | [redacted] | [redacted] | [redacted] | [redacted] | [redacted] |
| Other Operating Costs, corporate overheads and consultancy | [redacted] | [redacted] | [redacted] | [redacted] | [redacted] |
| Other costs | [redacted] | [redacted] | [redacted] | [redacted] | [redacted] |
| Risk premium | [redacted] | [redacted] | [redacted] | [redacted] | [redacted] |
| Operating profit / surplus | [redacted] | [redacted] | [redacted] | [redacted] | [redacted] |
| **Total Supplier Management Costs  (SBS)** | [redacted] | [redacted] | [redacted] | [redacted] | [redacted] |

Annex E - Department-Set Rates and Payments

Annex F - Travel and Expenses policy for SRMAs and Mentors 2024

1. Annex 4 – Supplier Tender

**Technical question 1 - Background and Experience**

|  |
| --- |
| Please outline the experience you have in providing services to school and trust business professionals (SBPs) in school resource management areas (e.g., finance, operations) and other professional development areas (e.g., soft skills, career progression), and/or overseeing provision of training and support for this.  Please include details of relevant background and experience of your organisation, staff and/or contractors who would be involved in this project.  (maximum word count 1500) |
| [redacted] |

**Technical question 2 - Recruitment & Retention of Accredited Persons**

|  |
| --- |
| Please describe how you propose to recruit and manage the Accredited Persons (APs) that you will supply.  Within your response, please include:   * How many APs you propose to supply, including the expected split between mentors, SRMAs and/or SRMA/mentors, the trajectory of any proposed build-up of numbers after the start of the contract, and your proposal to maintain sufficient APs throughout the contract term. * How you propose to recruit the APs that you will supply. Where will you recruit APs from and how will you attract them to the role? * How will you ensure they have the appropriate skills to be an AP. How would you identify skills gaps for potential APs and what would you to upskill them to pass accreditation where necessary? * Whether you expect any of the APs that you supply to be people already accredited as APs and if so, how many and how you would recruit them. * Whether you propose to offer national or regional coverage (and if regional, which region(s) you will cover). * Whether you expect any of the APs that you supply to have specialist skills and experience, e.g. in Special Schools or Alternative Provision, Estates Management, HR or Procurement. If so, please indicate the specialisms and how many APs would have each specialism. * How you would ensure that your APs were all accredited and ready to be deployed as early as possible after the contract commences.   (maximum word count 2000) |
| [redacted] |

**Technical question 3 - Quality Assurance**

|  |
| --- |
| How will you successfully work with your Accredited Persons to provide a high-quality service to service users?  Within your response, please include:   * How you will keep ESFA up to date with progression of deployments including the dates of the first and last meetings with service users. * How you will identify issues/risks with deployments quickly and bring these to ESFA’s attention/help resolve them. * How you will ensure all reports and records are submitted to ESFA on time. * The quality assurance arrangements you will put in place to ensure the quality of reports produced by your APs are of a consistently high standard and pass ESFA’s QA process. * How you would work with your APs who are subject to ESFA’s enhanced QA process to help them improve their performance. * How would you ensure continuous professional development of APs following accreditation?   (maximum word count 2000) |
| [redacted] |

**Technical question 4 - Contract Management**

|  |
| --- |
| How will you successfully govern and manage the contract to provide a high-quality service?  Within your response, please include:   * The contract management arrangements you will put into place to manage and steer the service and to liaise with ESFA. * How you would structure your team to allow them to effectively respond to ESFA requests within agreed timeframes. * How you would ensure that ordering and deployment process is rigorously followed, including confirming no conflict of interest between APs and service users. * How you would ensure that contractual KPIs are upheld and how you would approach situations where KPIs are not met. * The records you would keep of APs under your management, and how you would ensure these records include all the information required in the ITT. * How you would ensure compliance with GDPR.   (maximum word count 1500) |
| [redacted] |

**Technical question 5 - Risk Management**

|  |
| --- |
| Please describe how you will manage risks throughout the contract period.  Within your response, please include:   * What are the principal risks that you see are inherent in the provision of the Services, and why? * The actions you would take to mitigate these risks and any contingencies you propose to put in place?   (maximum word count 1500) |
| [redacted] |

**Question 6 - Social Value**

|  |
| --- |
| Using a maximum of 1500 words, describe the commitment your organisation will make to ensure that opportunities under the contract deliver the below Policy Outcome and Award Criteria. Please include:   * your ‘Method Statement’, stating how you will achieve this and how your commitment meets the Award Criteria, and * a timed project plan and process, including how you will implement your commitment and by when. Also, how you will monitor, measure and report on your commitments/the impact of your proposals. You should include but not be limited to:   + timed action plan   + use of metrics   + tools/processes used to gather data   + reporting   + feedback and improvement   + transparency * how you will influence staff, suppliers, customers and communities through the delivery of the contract to support the Policy Outcome, e.g. engagement, co-design/creation, training and education, partnering/collaborating, volunteering.   **Policy Outcome:** Create new businesses, new jobs and new skills  **Model Award Criteria:** MAC2.3: Support educational attainment relevant to the contract, including training schemes that address skills gaps and result in recognised qualifications.  Activities that demonstrate and describe the tenderer’s existing or planned:   * Understanding of employment and skills issues, and of the education and training issues relating to the contract. * Illustrative examples: demographics, skills shortages, new opportunities in high growth sectors, groups under-represented in the workforce (e.g. prison leavers, disabled people), geographic/local community and skills/employment challenges. * Support for educational attainment relevant to the contract, including training schemes that address skills gaps and result in recognised qualifications. * Activities to support relevant sector related skills growth and sustainability in the contract workforce. Illustrative examples: careers talks, curriculum support, literacy support, safety talks and volunteering. * Delivery of apprenticeships, traineeships and T Level industry placement opportunities (Level 2, 3 and 4+) in relation to the contract.   Reporting Metrics could include:   * Number of full-time equivalent (FTE) employment opportunities created under the contract, by UK region. * Number of apprenticeship opportunities (Level 2, 3, and 4+) created or retained under the contract, by UK region. * Number of training opportunities (Level 2, 3, and 4+) created or retained under the contract, other than apprentices, by UK region. * Number of people-hours of learning interventions delivered under the contract, by UK region. (maximum word count 1500) |
| [redacted] |

1. Annex 5 – Optional IPR Clauses

NOT USED

1. Annex 6 – Performance Metrics
2. **Service Levels**

If the level of performance of the Supplier:

* 1. is likely to or fails to meet any Service Level Performance Measure; or
  2. is likely to cause or causes a Critical Service Failure to occur,

the Supplier shall immediately notify the Buyer in writing and the Buyer, in its absolute discretion and without limiting any other of its rights, may:

* + 1. require the Supplier to immediately take all remedial action that is reasonable to mitigate the impact on the Buyer and to rectify or prevent a Service Level Failure or Critical Service Level Failure from taking place or recurring;
    2. instruct the Supplier to comply with the Rectification Plan Process;
    3. if a Service Level Failure has occurred, deduct the applicable Service Level Credits payable by the Supplier to the Buyer;
    4. if a Critical Service Level Failure has occurred, exercise its right to Compensation for Critical Service Level Failure (including the right to terminate for material Default);

and/or

* + 1. the Buyer will give consideration to the waiver of the application of Service Credits upon provision by the Supplier of substantial justification to support Buyer decision making;
    2. the Buyer shall, in its sole and absolute discretion, determine whether or not to waiver the application of Service Credits.

1. **What happens if you don’t meet the Service Levels and KPIs**
   1. The Supplier shall at all times provide the Deliverables to meet or exceed the Service Level Performance Measure for each Service Level.
   2. The Supplier acknowledges that any Service Level Failure shall entitle the Buyer to the rights set out in Part A of this Schedule including the right to any Service Credits and that any Service Credit is a price adjustment and not an estimate of the Loss that may be suffered by the Buyer as a result of the Supplier’s failure to meet any Service Level Performance Measure.
   3. Subject to Clause 12, the Supplier’s total aggregate liability in respect of all Service Credits incurred in any rolling period of 12 Months shall be subject in aggregate to the Service Credit Cap of 10% of the Contract Charges for the given year,
   4. The Supplier shall send Performance Monitoring Reports to the Buyer detailing the level of service which was achieved in accordance with the provisions of Part B (Performance Monitoring) of this Schedule.
2. **Critical Service Level Failure**

On the occurrence of a Critical Service Level Failure:

* 1. any Service Credits that would otherwise have accrued during the relevant Service Period shall not accrue; and
  2. the Buyer shall (subject to the Service Credit Cap) be entitled to withhold and retain as compensation a sum equal to any Charges which would otherwise have been due to the Supplier in respect of that Service Period ("**Compensation for Critical Service Level Failure**"),

provided that the operation of this paragraph 3 shall be without prejudice to the right of the Buyer to terminate this Contract and/or to claim damages from the Supplier for material Default.

**Part A: Service Levels**

* 1. **Overview – Monthly KPI & SLAs**

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **No** | **Service Level** | **Target** | **Critical Service Level Failure Threshold** | **Description** | **SLA / KPI** | **Service Credits** |
| 1 | Candidate Accreditation | ≥75% | N/A | 75% of candidates put forward for accreditation pass the first assessment first time. | KPI | N/A |
| 2 | Candidate Accreditation | ≥95% | N/A | For those candidates that fail their first assessment, 95% pass rate for second assessment. | KPI | N/A |
| 4 | Deployments | ≥75% of deployments are accepted and assigned to an Accredited Person within **two working days.** | ≥75% of deployments are accepted and assigned to an Accredited Person within **2 weeks.** | At least 75% of deployments are accepted and assigned to an Accredited Person within two working days. | SLA | Service level of <75% of deployments are accepted and assigned to an Accredited Person within **one week** = 2% (being a percentage of the applicable Contract Charges during the Service Period) |
| 5 | Deployments | ≥90% | N/A | At least 90% of SRMA and mentoring deployments have agreed dates of first visit within two weeks of formal commissioning and these dates are reported to the DfE. | SLA | Service Level of <75% = 2% (being a percentage of the applicable Contract Charges during the Service Period) |
| 6 | Reporting | ≥95% | N/A | At least 95% of completed SRMA reports, and final mentoring records are returned to the DfE within ten working days of the date of the Accredited Person’s last meeting with a school or trust. | SLA | Service Level of <75% = 5% (being a percentage of the applicable Contract Charges during the Service Period) |
| 7 | Reporting | ≥95% | <75% | At least 95% of submitted SRMA reports meet the DfE’s quality assurance requirements after the clarification process as detailed in document Annex 2 – Specification: Annex D – Quality Assurance). | SLA | Service Level of <95% = 5% (being a percentage of the applicable Contract Charges during the Service Period) |
| 8 | Tackling Economic inequality – subject to potential providers bids | Bi-annual % increase of APs from deprived LAs. | N/A | Prioritisation of APs living in deprived LAs, as recorded in the English Indices of Deprivation 2019.  Reports will be submitted to the DfE bi-annually, indicating the % number of APs by LA/deprivation rating. | KPI | N/A |

**Part B: Performance Monitoring**

1. **Performance Monitoring and Performance Review**
   1. Within twenty (20) Working Days of the Start Date the Supplier shall provide the Buyer with details of how the process in respect of the monitoring and reporting of Service Levels will operate between the Parties and the Parties will endeavour to agree such process as soon as reasonably possible.
   2. The Supplier shall provide the Buyer with performance monitoring reports ("Performance Monitoring Reports") in accordance with the process and timescales agreed pursuant to paragraph 1.3 of Part B of this Schedule which shall contain, as a minimum, the following information in respect of the relevant Service Period just ended:
      1. for each Service Level, the actual performance achieved over the Service Level for the relevant Service Period;
      2. a summary of all failures to achieve Service Levels that occurred during that Service Period;
      3. details of any Critical Service Level Failures;
      4. for any repeat failures, actions taken to resolve the underlying cause and prevent recurrence;
      5. the Service Credits to be applied in respect of the relevant period indicating the failures and Service Levels to which the Service Credits relate; and
      6. such other details as the Buyer may reasonably require from time to time.
   3. The Parties shall attend meetings to discuss Performance Monitoring Reports ("Performance Review Meetings") on a Monthly basis. The Performance Review Meetings will be the forum for the review by the Supplier and the Buyer of the Performance Monitoring Reports. The Performance Review Meetings shall:
      1. take place within one (1) week of the Performance Monitoring Reports being issued by the Supplier at such location and time (within normal business hours) as the Buyer shall reasonably require;
      2. be attended by the Supplier's Representative and the Buyer’s Representative; and
      3. be fully minuted by the Supplier and the minutes will be circulated by the Supplier to all attendees at the relevant meeting and also to the Buyer’s Representative and any other recipients agreed at the relevant meeting.
      4. The minutes of the preceding Month's Performance Review Meeting will be agreed and signed by both the Supplier's Representative and the Buyer’s Representative at each meeting.
      5. The Supplier shall provide to the Buyer such documentation as the Buyer may reasonably require in order to verify the level of the performance by the Supplier and the calculations of the amount of Service Credits for any specified Service Period.
2. **Satisfaction Surveys**
   1. The Buyer may undertake satisfaction surveys in respect of the Supplier's provision of the Deliverables. The Buyer shall be entitled to notify the Supplier of any aspects of their performance of the provision of the Deliverables which the responses to the satisfaction surveys reasonably suggest are not in accordance with this Contract.
3. Annex 7 – Change control process
4. Changes may be required during the term of the contract and any subsequent extension to support new government policies, activities and initiatives.

1. The change control process is based on a tried and tested approach, developed to provide a mechanism for agreeing change and to provide oversight of all activity.

1. All change shall be assigned a unique reference number, managed through a Change Programme and recorded within a Change Register. The change process will be managed centrally by the School Resource Management Strategy team (Schools Financial Support and Oversight Directorate) as part of the contract management process.

**Change process**

1. Request for Change
2. The Department completes part A and B of the CCN and emails  it  to  the  Supplier.  The  CCN  will  state  if  the request is urgent.
3. The  Department  will  add  the  anticipated  change  to  the  Change Register.

1. Risk and Impact Assessment
2. The  Supplier  must  first  complete  and  return  the  risk  and impact  assessment  (part  B  of  the  CCN) within  3  working days of receipt.
3. The  Supplier  must  raise  at  the  earliest  opportunity  if  they cannot complete the change within the desired timescale.
4. For urgent changes, upon the receipt of the Change  Control  Notice  (CCN)  by  the  Supplier,  both  parties  should  mutually agree on a reasonable timescale proportionate to the nature and importance of the request.

1. Change Approval
2. Where  no  cost  is  incurred  and/or  risk/impact  assessment  raised, the Supplier can agree the request and proceed implementing the change within the agreed timescale. ‘Supplier Agreed’ should be selected in part C of the CCN.
3. If  the  Supplier raises  any  additional  risks/impact assessment  or  if the change incurs a cost, the ‘DfE Approval Required’ should be selected in part C of the CCN.  The Department must then complete and return part D of the CCN to provide approval for the Supplier to implement the change.
4. The Department will update the status of the change on the Change Register and the risk register.

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Change Control Notice (CCN)** | | | | | |
| **Part A (Completed by Department)** | | | | | |
| **CCN Number** | | **Title of CCN** | | **Change Category:** | |
|  | |  | | E.g. process or ways of working, reporting, policy briefings, system changes etc | |
| **Date Raised** | | **Required by date (state if urgent):** | | **Author** | |
|  | |  | |  | |
| **Details of Proposed Change** | | | | | |
| **T**his should include but not limited to reason for change and appropriate details/specifications. Identify any attachments as A1, A2, A3, etc. | | | | | |
| **Risk and Impact Assessment - Part B (Completed by Department and Supplier)** | | | | | |
| **Risk Assessment:**     |  |  |  | | --- | --- | --- | | **Risk Author** | **Risk Description** | **Mitigating Action** | |  |  |  | |  |  |  |       **Impact Assessment:**     |  |  |  | | --- | --- | --- | | **Impact Author** | **Impact summary** | **Impact Response** | |  |  |  | |  |  |  | | | | | | |
| **Part C (Completed by Supplier)** | | | | | |
| **Supplier contact:** |  | | **Date CNN returned to Department:** | |  |
| **Status (Supplier Agreed, DfE Approval Required):** |  | | **Required by date to be achieved:** | |  |
| **Monthly breakdown of charges for implementation and ongoing costs:** | | | | | |
| **Other Relevant Information: (including reasons for DfE Approval Required):** | | | | | |
| **Approval - Part D (Completed by Department where Supplier selects DfE Approval Required status)** | | | | | |
| **DfE Operations Team approver:**    **Business Area approver:** | | | **Date:** | | |

1. https://www.gov.uk/government/publications/ppn-0223-tackling-modern-slavery-in-government-supply-chains [↑](#footnote-ref-2)
2. https://www.gov.uk/government/publications/supporting-excellent-school-resource-management [↑](#footnote-ref-3)