



Short Form Contract

UK Health Security Agency,
5th floor
10 South Colonnade
London
E14 4PU

BIO-TECHNE LTD
19 Barton Lane, Abingdon Science Park,
Abingdon, Oxfordshire,
OX14 3NB

By email to : [REDACTED]

Date: 27nd February 2024

Dear [REDACTED],

UKHSA – Single Cell Dispensers

Following your proposal for the supply of a Single Cell Dispenser for Lab Services Directorate in UKHSA, we are pleased confirm our intention to award this contract to you.

The attached contract details ("**Order Form**"), contract conditions and the Annexes set out the terms of the contract between UKHSA for the provision of the deliverables set out in the Order Form.

We thank you for your co-operation to date and look forward to forging a successful working relationship resulting in a smooth and successful delivery of the deliverables. Please confirm your acceptance of the Conditions by signing and returning the Order Form via DocuSign within seven (7) days from the date of this Order Form. No other form of acknowledgement will be accepted. Please remember to include the reference number above in any future communications relating to this contract.

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

Yours faithfully,

A black rectangular box redacting the signature of the UK Health Security Agency.

UK Health Security Agency

Order Form

1. Contract Reference	C218583
2. Date	27/02/2024
3. Authority	The Secretary of State for Health and Social Care acting as part of the Crown through the UK Health Security Agency of 10 South Colonnade, London, E14 4PU.
4. Supplier	BIO-TECHNE LTD COMPANY NUMBER: 02490104 19 BARTON LANE, ABINGDON SCIENCE PARK, ABINGDON, OXFORDSHIRE, OX14 3NB
5. The Contract	<p>The Supplier shall supply the deliverables described below on the terms set out in this Order Form and the attached contract conditions ("Conditions") and any Annexes.</p> <p>Unless the context otherwise requires, capitalised expressions used in this Order Form have the same meaning as in Conditions.</p> <p>In the event of any conflict between this Order Form and the Conditions, this Order Form shall prevail.</p> <p>Please do not attach any Supplier terms and conditions to this Order Form as they will not be accepted by the Authority and may delay conclusion of the Contract.</p>
6. Deliverables - Goods	<p>This contract is for the purchase of up to one (1) Single Cell Sorter (the "Goods").</p> <p>Delivery Address: UK Health Security Agency (UKHSA) Harwell Campus Didcot Oxford OX11 0RQ UK</p> <p>Delivery Instructions: The Authority's primary delivery contact is: [REDACTED], email: [REDACTED]</p> <p>The Supplier shall provide the following data when delivering the goods:</p> <ul style="list-style-type: none"> • Supplier name; • Authority's order number; • the item reference, Supplier's part code, description and quantity; • item / pallet / carton references for each pallet or carton shipments; and • full detailed dispatch / pack list at item level and any special instructions originally entered for buyer's order. <p>Delivery of the Goods shall be considered to have occurred when the Delivery Contact</p>

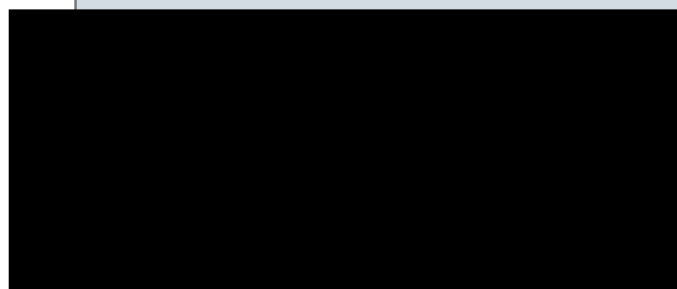
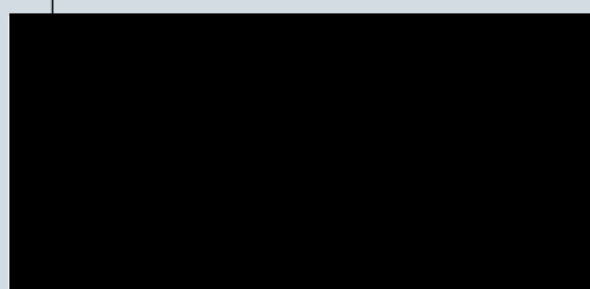
	<p>or other authorised representative of the Authority at the Authority's nominated location has signed the delivery note confirming receipt.</p> <p>Risk will pass to the Authority on the Goods in accordance with Clause 4 (What needs to be delivered) of the Schedule One.</p> <p>The Authority may refuse unscheduled deliveries. In such event, the Supplier shall rearrange delivery utilising the delivery process set out in this Clause 6.</p>										
7. Specification	The specification of the Deliverables is as set out in Annex 1.										
8. Term	<p>The Term shall commence on the of the last signature on the Order Form (the "Commencement Date") and the Expiry Date shall, unless terminated earlier, or extended in accordance with the terms and conditions of the Contract, expire on 31st March 2034. (the "Term")</p> <p>The Authority may extend the Contract for a period of up to twenty-four (24) months by giving not less than ten (10) Working Days' notice in writing to the Supplier prior to the Expiry Date. The terms and conditions of the Contract shall apply throughout any such extended period.</p> <p>Without prejudice to any other right of termination set out in this Contract, the Authority may terminate this contract, in whole or in part, for convenience by giving the Supplier not less than thirty (30) days' notice in writing.</p>										
9. Charges	<p>Subject to Clause 9 of the Order Form, the maximum value of the Goods that can be ordered under this Contract is one hundred and forty thousand, one hundred and sixty-six pounds (£140,166.00) (the "Contract Price"). Full details of the Contract price are contained in Annex 2 of this Order Form. For the avoidance of doubt, the Authority is not committed to pay the Contract Price.</p> <p>The Charges for the Deliverables shall be as set out below:</p> <p>The below unit Charges outlined in Table 1 shall remain fixed and not subject to indexation for the Contract Term.</p> <p>Table 1</p> <table border="1"> <thead> <tr> <th>Description</th><th>Unit Price</th></tr> </thead> <tbody> <tr> <td>Single Cell Cartridge Kit</td><td></td></tr> <tr> <td>Installation and Training</td><td></td></tr> <tr> <td>Cell Cartridge (50 per year)</td><td></td></tr> <tr> <td>Annual Service Contract</td><td></td></tr> </tbody> </table>	Description	Unit Price	Single Cell Cartridge Kit		Installation and Training		Cell Cartridge (50 per year)		Annual Service Contract	
Description	Unit Price										
Single Cell Cartridge Kit											
Installation and Training											
Cell Cartridge (50 per year)											
Annual Service Contract											

	The Contract Price excludes VAT at the applicable rate and any other taxes and is inclusive of freight and delivery charges.	
10. Payment	<p>Within twenty (20) Working Days of receipt of your countersigned copy of this letter, we will send you a unique PO Number. You must be in receipt of a valid PO Number before submitting an invoice.</p> <p>All invoices must be sent for approval and must include the proof of delivery to the Authority's designated finance mailbox e-mail: payables@ukhsa.gov.uk and their agreed representative before submitting for payment.</p> <p>All invoices must be sent quoting a valid purchase order number. The Supplier shall provide a current statement of accounts on a monthly basis; this is a standard commercial process and should show all invoices raised and amounts outstanding.</p> <p>The Supplier shall provide a compliant invoice that includes, as a minimum, a valid PO number, PO line-item number (if applicable), PO line description, and the details (name and telephone number) of the Authority's authorised representative. Non-compliant invoices will be sent back to you, which may lead to a delay in payment.</p> <p>In support of the Goods being delivered, the Supplier shall provide to the Authority a signed delivery note confirming receipt of the Goods at the Authority's nominated Delivery Locations. If you have a query regarding an outstanding payment, please contact our Accounts Payable section either by email to: procuretopay@ukhsa.gov.uk</p>	
11. Authority Authorised Representative(s)	<p>For general liaison your contact will continue to be [REDACTED], email: [REDACTED]</p> <p>Your contract management contact will be [REDACTED], email: [REDACTED]</p>	
12. Address for notices	<p>Authority:</p> <p>UK Health Security Agency 10 South Colonnade London E14 4PU</p> <p>Attention: [REDACTED] Email: [REDACTED]</p>	<p>Supplier:</p> <p>BIO-TECHNE LTD 19 BARTON LANE, ABINGDON SCIENCE PARK, ABINGDON, OXFORDSHIRE, OX14 3NB</p> <p>Attention: [REDACTED] Email: [REDACTED]</p>
13. Key Personnel	N/A	N/A
14. Procedures and Policies	The Authority may require the Supplier to ensure that any person employed in the delivery of the Deliverables has undertaken a Disclosure and Barring Service check.	

	<p>The Supplier shall ensure that no person who discloses that he/she has a conviction that is relevant to the nature of the Contract, relevant to the work of the Authority, or is of a type otherwise advised by the Authority (each such conviction a "Relevant Conviction"), or is found by the Supplier to have a Relevant Conviction (whether as a result of a police check, a Disclosure and Barring Service check or otherwise) is employed or engaged in the provision of any part of the Deliverables.</p>
15. Obligations and special conditions	<p>The Authority shall accept or reject the Goods promptly following the Supplier's delivery.</p> <p>Warranty:</p> <p>The Single Cell Sorter shall record reliably for a minimum period of 12 months; therefore, the detectors shall come with a minimum 12-month warranty.</p>
16 Meetings	<p>The Authority's Contract Manager (or their delegate) and Supplier's Contract Manager shall meet as and when required in regard to the operation of this Contract, the Supplier's performance and other matters connected to the delivery of the Contract.</p> <p>At least five (5) Working Days of the quarterly meetings, the Supplier shall provide such management information to the Authority as the Authority may reasonably requests from time to time (including without limit any information about the Supplier's supply chain and its compliance in relation to sustainability requirements).</p> <p>Contract management meeting will be set up to monitor the following:</p> <ul style="list-style-type: none"> • product quality; • KPI's as set out in Annex 3; • risks, assumptions, issues, dependencies and opportunities; • invoicing; and • any other business.

Signed for and on behalf of the Supplier

Signed for and on behalf of the Authority

Date Signed: 27/02/2024

Date Signed: 28/2/2024

Annex 1 Specification

A complete system is required, the Good(s) must be supplied complete and must not require additional components, software, or licences to make it fully functional.

The Supplier shall ensure that the software in the Good(s) is up-to-date at all times during the term of the Order Form and such service shall be included in the contract price.

The Authority intends to purchase one (1) Single Cell Sorter Machine.

The Authority requires the Goods to include the following technical functions:

- The machine must have low cell sorting pressure (below 2psi) to sort cells.
- The machine must have the ability to sort Neurons, Astrocytes, Pericytes, Endothelial cells and Induced Pluripotent Stem Cells
- The machine must have the ability to sort green fluorescent protein and red fluorescent protein lasers.
- The machine must not exceed 80cm(w) x 60cm (d) x 60cm (h) and a weight that does not exceed 50kg.
- The machine must be compatible with 96 and 384 Well Plates.
- The machine must be compatible with Microtubes up to 2ml.
- The Cell cartridges consumables needed for this machine must be able to be purchased for up to 10 years.
- The machine must be compatible with an external laptop with Windows 10 Enterprise – 64-bit operation software.
- The machine must have the functionalities to use both oil and water immersions.
- The machine must allow for laser can allow for both green and red infrared and visible light spectrum detection.
- The machine will require at a maximum a monthly maintenance, and self-calibration of more than ten minutes.

- UKHSA will require the Cell Sorter at a minimum to be made and supported for 4-6 years.
- UKHSA will require technical support via email/telephone support at a response time of maximum 4(four) working days. **Working days = 9am-5pm*
- UKHSA will require on-site technical support at a response time of maximum 7 (seven) working days. **Working days = 9am-5pm*
- The machine will require at a maximum re-calibration reset time of 30 (thirty) minutes.
- The machine will require a sort time of maximum 4 (four) minutes to sort a 96 well plate.
- The Goods shall be delivered installed and commission at a maximum of 12-15 weeks of the last signature on the Order Form.

Annex 2 Supplier's Tender Submission

The following documents comprised the Supplier's Tender Submission. A copy of these documents shall be kept by both the Supplier and Contracting Body respectively for record keeping and audit purposes.

Annex 1 Specification shall take precedence in the event of any conflict with the Supplier's Tender Response.

Description	File Name
Bio-Techne Bidder Response Document	Bidder Response Document - Single Cell (1) UKHSA response v1_Final Version.pdf
Bio-Techne Full Quotation	01_Q-462681_Bio-Techne Official Quotation.pdf
Single Cell Information	01_NAMOCCELL SINGLE CELL BROCHURE
Ganglionic Neuron Sort Diagram and Information	02_GANGLIONIC NEURON SORT
Bio-Techne ISO Accreditation	03_BIO-TECHNE LTD-ISO9001
Bio-Techne Social Value	04_BIO-TECHNE_SOCIAL VALUE
Bio-Techne Sustainability Report	05_BIO-TECHNE-SUSTAINABILITY-REPORT
Bio-Techne ISO Accreditation	06_BIO-TECHNE_ISO14001
Bio-Techne Privacy Policy	07_BIO-TECHNE-DATA-PRIVACY-POLICY



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Annex 3 – Key Performance Indicators

The Supplier agrees to conform to the following Key Performance Indicators ("KPIs") during the Term of this Contract:

Ref	Service Level	Definition	Who measures? ¹	Actions as a result of non-compliance	Review Frequency
0.1	Lead times	The Goods shall be delivered, installed, and commissioned within two-hundred and ten (210) calendar days from the last signature date on this Order Form.	Supplier	For every thirty (30) calendar days past this date the Authority shall be entitled to an additional six (6) months of servicing and maintenance coverage free of charge at the Supplier's expense. Reasons for the delay in the supply of results must be reported to UKHSA with remedial actions identified to prevent further non-compliance.	Rolling Monthly until delivery, installation and commissioning at the Authority's nominated delivery location
0.2	Customer service	The Supplier shall respond to the Authority's queries on this contract within two (2) Working Days and be available for a meeting related to the Contract with five (5) working days' notice to resolve any issues	Supplier	All acts of non-compliance will be recorded by UKHSA Reasons for the delay must be reported to UKHSA with remedial actions identified to prevent further non-compliance	Rolling Quarterly
0.3	Compliance with Reporting Requirements	The Supplier must supply the Authority with the following documents within five (5) Working Days of Delivery and	Supplier	All acts of non-compliance will be recorded by the Buyer reasons for the delay must be reported to the Buyer	Rolling Monthly until delivery, installation, and

¹ Who Measures: Where it has been identified as Supplier, the Supplier is to provide all the relevant evidence or information relating to the KPI as part of the quarterly reporting. Where it has been identified as UKHSA, it is the responsibility to the Authority to provide the evidence or information relating to the KPI.

		<p>Installation:</p> <ul style="list-style-type: none">• A user's guide/use instructions including safety information relevant to the user.• Written evidence to the Authority that the required training has taken place.• Manufacturers service manuals.• Details of any routine maintenance required and how to carry it out.• Details of any routine testing required and how to carry it out.• A copy of the operation qualification outlining the testing process.• A copy of the installation qualification outlining the verification of process of the installation.		with remedial actions identified to prevent further non-compliance.	commissioning at the Authority's nominated delivery location
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0.4	Service and Maintenance Call-out Response Times	The Supplier shall respond to [REDACTED] of service and maintenance callouts within five (5) Working Days. This shall be measured from the receipt of the initial email or telephone call from the Authority reporting an issue with the Good(s).		<p>The Authority shall be entitled to a [REDACTED] discount on the servicing and maintenance Charges for the following Contract Year where the Supplier fails to meet the [REDACTED] response threshold.</p> <p>Reasons for the delay in supply of results must be reported to UKHSA with remedial actions identified to prevent further non-compliance.</p>	Rolling Quarterly
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The Supplier shall provide the Authority with a quarterly report detailing its performance level against each of the KPI's listed above (as these may be updated from time to time by agreement between the Parties).

Consequences of failing to achieve a KPI

1. To ensure an open and effective relationship between the Parties, the Authority expects the Supplier to notify the Authority's relationship manager within three (3) Working Days of it becoming aware of an actual KPI failure arising.
2. The Supplier shall be expected to provide explanations for failures to meet any KPI and set out remediation/mitigating actions including but not limited to those set out in the column entitled "Actions as a result of non-compliance" being implemented to address any such failures. The Authority may require more regular meetings with the Supplier's relationship manager where, at its sole discretion, it believes the KPI failures are substantial enough. The Supplier shall be required to provide a remedial plan for all KPI failures.

Quarterly Review



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1. The performance of the Services against the KPI shall be reviewed by the Parties at the end of each quarter as part of a contract review meeting, together with achievement of any remedial plan. Compliance with KPIs shall be properly evidenced and the Parties shall agree the necessary level of information in advance of the first quarterly review.
2. In the event that the Supplier fails to achieve the KPI target performance levels on two (2) or more occasions in any rolling three (3) reporting periods, the Authority shall be entitled to, but not obliged to, terminate this Contract in accordance with Clause 11.4 of Schedule One of this Contract. In the event of any repeated KPI failure over multiple reporting periods or a remedial plan failing to remedy an existing performance level failure within the agreed timescales (or such other timescales as may be agreed by the Parties acting reasonably), the Authority shall escalate the matter to the appropriate director of the Supplier for resolution.

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1. Understanding the Contract

In the Contract, unless the context otherwise requires:

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- 1.1 references to numbered clauses are references to the relevant clause in these terms and conditions;
- 1.2 any obligation on any Party not to do or omit to do anything shall include an obligation not to allow that thing to be done or omitted to be done;
- 1.3 the headings in this Contract are for information only and do not affect the interpretation of the Contract;
- 1.4 references to "writing" include printing, display on a screen and electronic transmission and other modes of representing or reproducing words in a visible form;
- 1.5 the singular includes the plural and vice versa;
- 1.6 a reference to any law includes a reference to that law as amended, extended, consolidated or re-enacted from time to time and to any legislation or byelaw made under that law; and
- 1.7 the word 'including', "for example" and similar words shall be understood as if they were immediately followed by the words "without limitation".

2 How the Contract works

- 2.1 The Order Form is an offer by the Authority to purchase the Deliverables subject to and in accordance with the terms and conditions of the Contract.
- 2.2 The Supplier is deemed to accept the offer in the Order Form when the Authority receives a copy of the Order Form signed by the Supplier.
- 2.3 The Supplier warrants and represents that its tender 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

4.1 All Deliverables

- (a) The Supplier must provide Deliverables:
 - i) in accordance with the Specification;
 - ii) to a professional standard;
 - iii) using reasonable skill and care;
 - iv) using Good Industry Practice;
 - v) using its own policies, processes and internal quality control measures as long as they don't conflict with the Contract; (vi) on the dates agreed; and
 - vi) that comply with all law.
- (b) The Supplier must provide Deliverables with a warranty of at least 12 months (or longer where the Supplier offers a longer warranty period to its Authority's) from Delivery against all obvious defects.

4.2 Goods clauses

- a) All Goods delivered must be new, or as new if recycled, unused and of recent origin.
- b) All manufacturer warranties covering the Goods must be assignable to the Authority on request and for free.
- c) The Supplier transfers ownership of the Goods on completion of delivery (including off-loading and stacking) or payment for those Goods, whichever is earlier.
- d) Risk in the Goods transfers to the Authority on delivery but remains with the Supplier if the Authority notices damage following delivery and lets the Supplier know within three Working Days of delivery.
- e) The Supplier warrants that it has full and unrestricted ownership of the Goods at the time of transfer of ownership.
- f) The Supplier must deliver the Goods on the date and to the specified location during the Authority's

working hours.

9) The Supplier must provide sufficient packaging for the Goods to reach the point of delivery safely and undamaged.

- h) All deliveries must have a delivery note attached to them that specifies the order number, type and quantity of Goods.
- i) The Supplier must provide all tools, information and instructions the Authority needs to make use of the Goods.
- j) The Supplier will notify the Authority of any request that Goods are returned to it or the manufacturer after the discovery of safety issues or defects that might endanger health or hinder performance and shall indemnify the Authority against the costs arising as a result of any such request.
- k) The Authority can cancel any order or part order of Goods which has not been delivered. If the Authority gives less than 14 days' notice, then it will pay the Supplier's reasonable and proven costs already incurred on the cancelled order as long as the Supplier takes all reasonable steps to minimise these costs.
- l) The Supplier must at its own cost repair, replace, refund or substitute (at the Authority's option and request) any Goods that the Authority rejects because they don't conform with clause 4.2. If the Supplier doesn't do this it will pay the Authority's costs including repair or re-supply by a third party.
- m) The Authority will not be liable for any actions, claims, costs and expenses incurred by the Supplier or any third-party during delivery of the Goods unless and to the extent that it is caused by negligence or other wrongful act of the Authority or its servant or agent. If the Authority suffers or incurs any damage or injury (whether fatal or otherwise) occurring in the course of delivery or installation then the Supplier shall indemnify from any losses, charges costs or expenses which arise as a result of or in connection with such damage or injury where it is attributable to any act or omission of the Supplier.

4.3 Services clauses

- a) Late delivery of the Services will be a default of the Contract.
- b) The Supplier must co-operate with the Authority 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 any security requirements.
- c) The Authority must provide the Supplier with reasonable access to its premises at reasonable times for the purpose of supplying the Services
- d) The Supplier must at its own risk and expense provide all equipment required to deliver the Services. Any equipment provided by the Authority to the Supplier for supplying the Services remains the property of the Authority and is to be returned to the Authority on expiry or termination of the Contract.
- e) The Supplier must allocate sufficient resources and appropriate expertise to the Contract.
- f) The Supplier must take all reasonable care to ensure performance does not disrupt the Authority's operations, employees or other contractors.
- g) On completion of the Services, the Supplier is responsible for leaving the Authority's premises in a clean, safe and tidy condition and making good any damage that it has caused to the Authority's premises or property, other than fair wear and tear.
- h) The Supplier must ensure all Services, and anything used to deliver the Services, are of good quality and free from defects
- i) The Authority 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

4.1 In exchange for the Deliverables, the Supplier shall be entitled to invoice the Authority for the charges in the Order Form. The Supplier shall raise invoices promptly and in any event within 90 days from when the charges are due.

4.2 All Charges:

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

4.3 The Authority must pay the Supplier the charges within 30 days of receipt by the Authority of a valid,

undisputed invoice, in cleared funds to the Supplier's account stated in the Order Form.

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4.4 A Supplier invoice is only valid if it:

- (a) includes all appropriate references to the Short-form Contract, the Order Number and other details reasonably requested by the Authority;
- (b) includes a detailed breakdown of Deliverables which have been delivered (if any).

4.5 If there is a dispute between the Parties as to the amount invoiced, the Authority shall pay the undisputed amount. The Supplier shall not suspend the provision of the Deliverables unless the Supplier is entitled to terminate the Contract for a failure to pay undisputed sums in accordance with clause 11.6. Any disputed amounts shall be resolved through the dispute resolution procedure detailed in clause 33.

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

4.7 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 Authority can publish the details of the late payment or non-payment.

5. The Authority's obligations to the Supplier

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

- (a) the Authority cannot terminate the Contract under clause 11;
- (b) the Supplier is entitled to reasonable and proven additional expenses and to relief from liability under this Contract;
- (c) the Supplier is entitled to additional time needed to deliver the Deliverables;
- (d) the Supplier cannot suspend the ongoing supply of Deliverables.

5.2 Clause 6.1 only applies if the Supplier:

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

6. Record keeping and reporting

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

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

6.3 The Supplier must allow any auditor appointed by the Authority access to their premises to verify all contract accounts and records of everything to do with the Contract and provide copies for the audit.

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

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

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

6.6 If the Authority, 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 Authority may:

- (a) require that the Supplier provide to the Authority (for its approval) a plan setting out how the Supplier will ensure continued performance of the Contract and the Supplier will make changes to such plan as reasonably required by the Authority and once it is agreed then the Supplier shall act in accordance with such plan and report to the Authority on demand
- (b) if the Supplier fails to provide a plan or fails to agree any changes which are requested by the Authority

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 Authority notifies).

7. Supplier staff The Short form Contract

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

- (a) be appropriately trained and qualified;
- (b) comply with all conduct requirements when on the Authority's premises.

7.2 Where the Authority 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.

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

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

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

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

- (a) requested to do so by the Authority (not to be unreasonably withheld or delayed);
- (b) the person concerned resigns, retires or dies or is on maternity or long-term sick leave; or
- (c) the person's employment or contractual arrangement with the Supplier or any subcontractor is terminated for material breach of contract by the employee.

8. Rights and protection

The Supplier warrants and represents that:

- (a) it has full capacity and Authority to enter into and to perform the Contract;
- (b) the Contract is executed by its authorised representative;
- (c) it is a legally valid and existing organisation incorporated in the place it was formed; 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;
- (d) it maintains all necessary rights, authorisations, licences and consents to perform its obligations under the Contract;
- (e) it doesn't have any contractual obligations which are likely to have a material adverse effect on its ability to perform the Contract; and
- (f) it is not impacted by an Insolvency Event.

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

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

- (a) willful misconduct of the Supplier, any of its subcontractor and/or Supplier Staff that impacts the Contract;
- (b) non-payment by the Supplier of any tax or National Insurance.

8.4 If the Supplier becomes aware of a representation or warranty that becomes untrue or misleading, it must immediately notify the Authority.

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

9. Intellectual Property Rights (IPRs)

- 9.1 Each Party keeps ownership of its own Existing IPRs. The Supplier gives the Authority a non-exclusive, irrevocable, transferable worldwide licence to use, change and sub-license the Supplier's Existing IPR to enable it and its sub-licensees to both:
- receive and use the Deliverables; The Short form Contract
 - use the New IPR.
- 9.2 Any New IPR created under the Contract is owned by the Authority. The Authority gives the Supplier a licence to use any Existing IPRs for the purpose of fulfilling its obligations under the Contract and a perpetual, royalty-free, non-exclusive licence to use any New IPRs.
- 9.3 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.
- 9.4 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 clause 10 or otherwise agreed in writing.
- 9.5 If any claim is made against the Authority 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 Authority against all losses, damages, costs or expenses (including professional fees and fines) incurred as a result of the IPR Claim.
- 9.6 If an IPR Claim is made or anticipated the Supplier must at its own expense and the Authority's sole option, either:
- obtain for the Authority the rights in clauses 10.1 and 10.2 without infringing any third-party intellectual property rights;
 - replace or modify the relevant item with substitutes that don't infringe intellectual property rights without adversely affecting the functionality or performance of the Deliverables.
- 10. Ending the contract**
- 10.1 The Contract takes effect on the date of or (if different) the date specified in the Order Form and ends on the earlier of the date of expiry or termination of the Contract or earlier if required by Law.
- 10.2 The Authority can extend the Contract where set out in the Order Form in accordance with the terms in the Order Form.
- 11.3 Ending the Contract without a reason:
The Authority has the right to terminate the Contract at any time without reason or liability by giving the Supplier not less than 30 days' written notice and if it's terminated clause 11.5(b) to 11.5(g) applies.
- 11.4 When the Authority can end the Contract
- If any of the following events happen, the Authority has the right to immediately terminate its Contract by issuing a termination notice in writing to the Supplier:
 - there's a Supplier Insolvency Event;
 - if the Supplier repeatedly breaches the Contract in a way to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms and conditions of the Contract;
 - if the Supplier is in material breach of any obligation which is capable of remedy, and that breach is not remedied within 30 days of the Supplier receiving notice specifying the breach and requiring it to be remedied;
 - 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 Authority in writing;
 - if the Authority discovers that the Supplier was in one of the situations in 57 (1) or 57(2) of the Regulations at the time the Contract was awarded;
 - the Court of Justice of the European Union uses Article 258 of the Treaty on the Functioning of the European Union (TFEU) to declare that the Contract should not have been awarded to the

Supplier because of a serious breach of the TFEU or the Regulations;
 Crown Copyright 2019 the Supplier or its affiliates embarrass or bring the Authority into disrepute or diminish the public trust in them.

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

11.5 What happens if the Contract ends

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

- a) the Supplier is responsible for the Authority's reasonable costs of procuring replacement deliverables for the rest of the term of the Contract;
- b) the Authority's payment obligations under the terminated Contract stop immediately;
- c) accumulated rights of the Parties are not affected;
- d) the Supplier must promptly delete or return the Government Data except where required to retain copies by law;
- e) the Supplier must promptly return any of the Authority's property provided under the Contract;
- f) the Supplier must, at no cost to the Authority, give all reasonable assistance to the Authority and any incoming Supplier and co-operate fully in the handover and re-procurement;
- g) the following clauses survive the termination of the Contract: 6, 7.2, 9, 11, 14, 15, 16, 17, 18, 33, 36 and any clauses which are expressly or by implication intended to continue.

11.6 When the Supplier can end the Contract

- a) The Supplier can issue a reminder notice if the Authority does not pay an undisputed invoice on time. The Supplier can terminate the Contract if the Authority fails to pay an undisputed invoiced sum due and worth over 10% of the total Contract value or £1,000, whichever is the lower, within 30 days of the date of the reminder notice.
- b) If a Supplier terminates the Contract under clause 11.6(a):
 - (i) the Authority must promptly pay all outstanding charges incurred to the Supplier;
 - (ii) the Authority must pay the Supplier reasonable committed and unavoidable losses as long as the Supplier provides a fully itemised and costed schedule with evidence - the maximum value of this payment is limited to the total sum payable to the Supplier if the Contract had not been terminated;
 - (iii) clauses 11.5(d) to 11.5(g) apply.

11.7 Partially ending and suspending the Contract

- a) Where the Authority has the right to terminate the Contract it can terminate or suspend (for any period), all or part of it. If the Authority suspends the Contract it can provide the Deliverables itself or buy them from a third party.
- b) The Authority can only partially terminate or suspend the Contract if the remaining parts of it can still be used to effectively deliver the intended purpose.
- c) The Parties must agree (in accordance with clause 24) any necessary variation required by clause 11.7, but the Supplier may not either
 - (i) reject the variation;
 - (ii) increase the Charges, except where the right to partial termination is under clause 11.3.
- d) The Authority can still use other rights available, or subsequently available to it if it acts on its rights under clause 11.7:

11. How much you can be held responsible for

11.1 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.

11.2 No Party is liable to the other for:

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

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

- (a) its liability for death or personal injury caused by its negligence, or that of its employees, agents or subcontractors;
- (b) its liability for bribery or fraud or fraudulent or fraudulent representation by it or its employees;
- (c) any liability that cannot be excluded or limited by law.

11.4 In spite of clause 12.1, the Supplier does not limit or exclude its liability for any indemnity given under clauses 4.2(j), 4.2(m), 8.5, 9.3, 10.5, 13.2, 14.26(e) or 30.2(b).

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

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

12 Obeying the law

12.1 The Supplier must, in connection with provision of the Deliverables, use reasonable endeavors to:

- (a) comply and procure that its subcontractors comply with the Supplier Code of Conduct appearing at (https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/779660/20190220-Supplier_Code_of_Conduct.pdf) and such other corporate social responsibility requirements as the Authority may notify to the Supplier from time to time;
- (b) support the Authority in fulfilling its Public Sector Equality duty under S149 of the Equality Act 2010;
- (c) not use nor allow its subcontractors to use modern slavery, child labor or inhumane treatment;
- (d) 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>

12.2 The Supplier indemnifies the Authority against any costs resulting from any default by the Supplier relating to any applicable law to do with the Contract.

12.3 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 32

12.4 "Compliance Officer" the person(s) appointed by the Supplier who is responsible for ensuring that the Supplier complies with its legal obligations;

13 Data protection

13.1 The Authority is the Controller and the Supplier is the Processor for the purposes of the Data Protection Legislation.

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

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

13.4 The Supplier must make accessible back-ups of all Government Data, stored in an agreed off-site location and send the Authority copies every six Months.

13.5 The Supplier must ensure that any Supplier system holding any Government Data, including back-up data, is a secure system that complies with the security requirements specified [in writing] by the Authority.

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

13.7 If the Government Data is corrupted, lost or sufficiently degraded so as to be unusable the Authority may

either or both:

(a) copy the Data to the Supplier to restore or get restored Government Data as soon as practical but no later than five Working Days from the date that the Authority receives notice, or the Supplier finds out about the issue, whichever is earlier; The Short form Contract

(b) restore the Government Data itself or using a third party.

13.8 The Supplier must pay each Party's reasonable costs of complying with clause 14.7 unless the Authority is at fault.

13.9 Only the Authority can decide what processing of Personal Data a Supplier can do under the Contract and must specify it for the Contract using the template in Annex 1 of the Order Form (*Authorised Processing*).

13.10 The Supplier must only process Personal Data if authorised to do so in the Annex to the Order Form (*Authorised Processing*) by the Authority. Any further written instructions relating to the processing of Personal Data are incorporated into Annex 1 of the Order Form.

13.11 The Supplier must give all reasonable assistance to the Authority in the preparation of any Data Protection Impact Assessment before starting any processing, including:

- (a) a systematic description of the expected processing and its purpose;
- (b) the necessity and proportionality of the processing operations;
- (c) the risks to the rights and freedoms of Data Subjects;
- (d) the intended measures to address the risks, including safeguards, security measures and mechanisms to protect Personal Data.

13.12 The Supplier must notify the Authority immediately if it thinks the Authority's instructions breach the Data Protection Legislation.

13.13 The Supplier must put in place appropriate Protective Measures to protect against a Data Loss Event which must be approved by the Authority.

13.14 If lawful to notify the Authority, the Supplier must notify it if the Supplier is required to process Personal Data by Law promptly and before processing it.

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

- (a) are aware of and comply with the Supplier's duties under this clause 11;
- (b) are subject to appropriate confidentiality undertakings with the Supplier or any Subprocessor;
- (c) are informed of the confidential nature of the Personal Data and do not provide any of the Personal Data to any third Party unless directed in writing to do so by the Authority or as otherwise allowed by the Contract;
- (d) have undergone adequate training in the use, care, protection and handling of Personal Data.

13.16 The Supplier must not transfer Personal Data outside of the EU unless all of the following are true:

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

13.17 The Supplier must notify the Authority immediately if it:

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

- (b) receives a request to rectify, block or erase any Personal Data;
 - (c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
 - (d) receives any communication from the Information Commissioner or any other regulatory Authority in connection with Personal Data processed under this Contract;
 - (e) receives a request from any third Party for disclosure of Personal Data where compliance with the request is required or claims to be required by Law;
 - (f) becomes aware of a Data Loss Event.
- 13.18 Any requirement to notify under clause 14.17 includes the provision of further information to the Authority in stages as details become available.
- 13.19 The Supplier must promptly provide the Authority with full assistance in relation to any Party's obligations under Data Protection Legislation and any complaint, communication or request made under clause 14.17. This includes giving the Authority:
- (a) full details and copies of the complaint, communication or request;
 - (b) reasonably requested assistance so that it can comply with a Data Subject Access Request within the relevant timescales in the Data Protection Legislation;
 - (c) any Personal Data it holds in relation to a Data Subject on request;
 - (d) assistance that it requests following any Data Loss Event;
 - (e) assistance that it requests relating to a consultation with, or request from, the Information Commissioner's Office.
- 13.20 The Supplier must maintain full, accurate records and information to show it complies with this clause 14. This requirement does not apply where the Supplier employs fewer than 250 staff, unless either the Authority determines that the processing:
- (a) is not occasional;
 - (b) includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR;
 - (c) is likely to result in a risk to the rights and freedoms of Data Subjects.
- 13.21 The Supplier must appoint a Data Protection Officer responsible for observing its obligations in this Schedule and give the Authority their contact details.
- 13.22 Before allowing any Subprocessor to process any Personal Data, the Supplier must:
- (a) notify the Authority in writing of the intended Subprocessor and processing;
 - (b) obtain the written consent of the Authority;
 - (c) enter into a written contract with the Subprocessor so that this clause 14 applies to the Subprocessor;
 - (d) provide the Authority with any information about the Subprocessor that the Authority reasonably requires.
- 13.23 The Supplier remains fully liable for all acts or omissions of any Subprocessor.
- 13.24 At any time the Authority can, with 30 Working Days' notice to the Supplier, change this clause 14 to:
- (a) replace it with any applicable standard clauses (between the controller and processor) or similar terms forming part of an applicable certification scheme under GDPR Article 42;
 - (b) ensure it complies with guidance issued by the Information Commissioner's Office.
- 13.25 The Parties agree to take account of any non-mandatory guidance issued by the Information Commissioner's Office.
- 13.26 The Supplier:
- (a) must provide the Authority with all Government Data in an agreed open format within 10 Working Days of a written request;
 - (b) must have documented processes to guarantee prompt availability of Government Data if the Supplier stops trading;

- (c) must securely destroy all Storage Media that has held Government Data at the end of life of that media
- (d) securely erase all Government Data and any copies it holds when asked to do so by the Authority unless required by Law to retain it;
- (e) indemnifies the Authority against any and all Losses incurred if the Supplier breaches clause 14 and any Data Protection Legislation.

14. What you must keep confidential

14.1 Each Party must:

- (a) keep all Confidential Information it receives confidential and secure;
- (b) not disclose, use or exploit the disclosing Party's Confidential Information without the disclosing Party's prior written consent, except for the purposes anticipated under the Contract;
- (c) immediately notify the disclosing Party if it suspects unauthorised access, copying, use or disclosure of the Confidential Information.

14.2 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:

- (a) where disclosure is required by applicable Law or by a court with the relevant jurisdiction if the recipient Party notifies the disclosing Party of the full circumstances, the affected Confidential Information and extent of the disclosure;
- (b) if the recipient Party already had the information without obligation of confidentiality before it was disclosed by the disclosing Party;
- (c) if the information was given to it by a third party without obligation of confidentiality;
- (d) if the information was in the public domain at the time of the disclosure;
- (e) if the information was independently developed without access to the disclosing Party's Confidential Information;
- (f) to its auditors or for the purposes of regulatory requirements;
- (g) on a confidential basis, to its professional advisers on a need-to-know basis;
- (h) to the Serious Fraud Office where the recipient Party has reasonable grounds to believe that the disclosing Party is involved in activity that may be a criminal offence under the Bribery Act 2010.

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

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

- (a) on a confidential basis to the employees, agents, consultants and contractors of the Authority;
- (b) on a confidential basis to any other Central Government Body, any successor body to a Central Government Body or any company that the Authority transfers or proposes to transfer all or any part of its business to;
- (c) if the Authority (acting reasonably) considers disclosure necessary or appropriate to carry out its public functions;
- (d) where requested by Parliament;
- (e) under clauses 5.7 and 16.

14.5 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.

14.6 Information which is exempt from disclosure by clause 16 is not Confidential Information.

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

15. When you can share information

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

- 15.3 The Authority 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 Authority's decision, which does not need to be reasonable.

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

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

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.

19.1 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:

- 19.2 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.

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

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

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.

22.1 The Supplier cannot assign the Contract without the Authority's written consent.

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

22.4 The Supplier can terminate the Contract novated under clause 23.2 to a private sector body that is

experiencing an Insolvency Event.

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22.5 The Supplier remains responsible for all acts and omissions of the Supplier Staff as if they were its own.
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22.6 If the Authority asks the Supplier for details about Subcontractors, the Supplier must provide details of Subcontractors at all levels of the supply chain including:

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

23. Changing the contract

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

24. How to communicate about the contract

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

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

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

25. Preventing fraud, bribery and corruption

25.1 The Supplier shall not:

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

25.2 The Supplier shall take all reasonable steps (including creating, maintaining and enforcing adequate policies, procedures and records), in accordance with good industry practice, to prevent any matters referred to in clause 26.1 and any fraud by the Staff and the Supplier (including its shareholders, members and directors) in connection with the Contract and shall notify the Authority immediately if it has reason to suspect that any such matters have occurred or is occurring or is likely to occur.

25.3 If the Supplier or the Staff engages in conduct prohibited by clause 26.1 or commits fraud in relation to the Contract or any other contract with the Crown (including the Authority) the Authority may:

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

26. Equality, diversity and human rights

26.1 The Supplier must follow all applicable equality law when they perform their obligations under the Contract, including:

- (a) protections against discrimination on the grounds of race, sex, gender reassignment, religion or belief, disability, sexual orientation, pregnancy, maternity, age or otherwise;
- (b) any other requirements and instructions which the Authority reasonably imposes related to equality Law.

- 26.2 The Supplier must take all necessary steps, and inform the Authority 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.

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27. Health and safety

- 27.1 The Supplier must perform its obligations meeting the requirements of:

- (a) all applicable law regarding health and safety;
- (b) the Authority's current health and safety policy while at the Authority's premises, as provided to the Supplier.

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

28. Environment

- 28.1 When working on Site the Supplier must perform its obligations under the Authority's current Environmental Policy, which the Authority must provide.

- 28.2 The Supplier must ensure that Supplier Staff are aware of the Authority's Environmental Policy.

29. Tax

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

- 29.2 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 Off Contract, the Supplier must both:

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

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

- (a) the Authority may, at any time during the term of the Contract, request that the Worker provides information which demonstrates they comply with clause 30.2, or why those requirements do not apply, the Authority can specify the information the Worker must provide and the deadline for responding;
- (b) the Worker's contract may be terminated at the Authority's request if the Worker fails to provide the information requested by the Authority within the time specified by the Authority;
- (c) the Worker's contract may be terminated at the Authority's request if the Worker provides information which the Authority considers isn't good enough to demonstrate how it complies with clause 30.2 or confirms that the Worker is not complying with those requirements;
- (d) the Authority may supply any information they receive from the Worker to HMRC for revenue collection and management.

30. Conflict of interest

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

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

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

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31. Reporting a breach of the contract

- 31.1 As soon as it is aware of it the Supplier and Supplier Staff must report to the Authority any actual or suspected breach of law, clause 13.1, or clauses 26 to 31.
- 31.2 The Supplier must not retaliate against any of the Supplier Staff who in good faith reports a breach listed in clause 32.1.

32. Resolving disputes

- 32.1 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.
- 32.2 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 33.3 to 33.5.
- 32.3 Unless the Authority refers the dispute to arbitration using clause 33.4, the Parties irrevocably agree that the courts of England and Wales have the exclusive jurisdiction to:
- (a) determine the dispute;
 - (b) grant interim remedies;
 - (c) grant any other provisional or protective relief.
- 32.4 The Supplier agrees that the Authority has the exclusive right to refer any dispute to be finally resolved by arbitration under the London Court of International Arbitration Rules current at the time of the dispute. There will be only one arbitrator. The seat or legal place of the arbitration will be London and the proceedings will be in English.
- 32.5 The Authority has the right to refer a dispute to arbitration even if the Supplier has started or has attempted to start court proceedings under clause 33.3, unless the Authority has agreed to the court proceedings or participated in them. Even if court proceedings have started, the Parties must do everything necessary to ensure that the court proceedings are stayed in favour of any arbitration proceedings if they are started under clause 33.4.
- 32.6 The Supplier cannot suspend the performance of the Contract during any dispute.

33. Business Continuity

- 34.1 Within the first 90 calendar days of the signature of this contract, the Parties agree to work together in good faith to develop a Business Continuity Plan that covers at least the following matter as a minimum:
- (a) Introduction
 - (b) Purpose
 - (c) Business Continuity Events:
 - i) What the Business Continuity Events cover or include;
 - ii) When the Business Continuity is activated;
 - iii) Records retention;
 - iv) Debriefing and post-incident reports;
 - v) Process for post incident debriefs; and
 - vi) Lessons Identified Report
- 34.2 Throughout the term, the Supplier shall ensure its Business Continuity Plan provides continuity of the

Services pursuant to the terms of this Contract during a Business Continuity Event. The Supplier shall test its Business Continuity Plan at reasonable intervals, and in any event no less than once during any twelve (12) month period from the commencement date. The Supplier shall in a timely fashion provide to the Authority a copy of any updated or revised Business Continuity Plan within fourteen (14) Business Days of any material update or revision to the Business Continuity Plan

- 34.3 The Authority may suggest reasonable and proportionate amendments to the Supplier regarding the Business Continuity Plan at any time and the Supplier shall consider them accordingly.
- 34.5 Should a Business Continuity Event occur at any time, the Supplier agrees to implement and comply with its Business Continuity Plan and provide regular written reports to the Authority on such implementation
- 34.6 During and following a Business Continuity Event, the Supplier shall continue to provide the Services in accordance with this Contract unless the Parties agree that the Supplier is unable to. in sufficient detail to ensure the continuity of Services is maintained throughout the term

34. Review Meetings

- 35.1 The Parties shall meet on a quarterly basis to review performance under the Contract.
- 35.2 Governance meetings may be conducted at Authority Premises, to be notified to the Contractor from time to time, unless otherwise directed by the Authority. All meetings shall have the facility for remote electronic access.
- 35.3 The Parties shall agree whether quarterly contract performance review meetings shall be held via remote electronic access due to prevailing health and safety considerations.
- 35.4 The Authority will make a written record of all governance meetings and circulate it to all participants.
- 35.5 The Contractor shall, at the reasonable direction of the Authority, attend governance group meetings with the Authority and other contractors involved.

35. Which law applies

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