



Department  
for Environment  
Food & Rural Affairs

# Annex One (1)

## **Short Form Contract Contract for the provision of one (1) temporary Senior Veterinary Inspector (SVI) to be based at APHA Stafford**

**Contract Reference: Project 25513**

**February 2019**

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# 1. Interpretation

## 1.1 In these terms and conditions:

Term	Description
“Agreement”	means the contract between (i) the Customer acting as part of the Crown and (ii) the Contractor constituted by the Contractor’s acceptance of the Award Letter via Bravo;
“APHA”	means the Animal and Plant Health Agency;
“Assignment”	means the task or piece of work allocated to someone as part of a job;
“Authority”	means the Department for Environment, Food and Rural Affairs acting as part of the Crown;
“Award Letter”	means the letter from the Customer to the Contractor printed above these terms and conditions;
“Bravo”	means the Customer’s electronic contract management system
“Candidate”	means a person who applies for a job;
“Central Government Body”	means a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics:  Government Department;  Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal);  Non-Ministerial Department; or  Executive Agency;
“Charges”	means the charges for the Services as specified in the Award Letter;

“Confidential Information”	means all information, whether written or oral (however recorded), provided by the disclosing Party to the receiving Party and which (i) is known by the receiving Party to be confidential; (ii) is marked as or stated to be confidential; or (iii) ought reasonably to be considered by the receiving Party to be confidential;
“Contractor”	means the person named as Contractor in the Award Letter;
“Controller”	has the meaning given in the GDPR;
“Customer”	means the person identified in the letterhead of the Award Letter;
“Data Loss Event”	means any event that results, or may result, in unauthorised access to Personal Data held by the Contractor under this Agreement, and/or actual or potential loss and/or destruction of Personal Data in breach of this Agreement, including any Personal Data Breach;
“Data Protection Impact Assessment”	means an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data;
“Data Protection Legislation”	means (i) the GDPR, the LED and any applicable national implementing Laws as amended from time to time (ii) the DPA 2018 to the extent that it relates to processing of personal data and privacy; and (iii) all applicable Law about the processing of personal data and privacy;
“Data Protection Officer”	has the meaning given in the GDPR;
“Data Subject”	has the meaning given in the GDPR;
“Data Subject Request”	means a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data;
“DBS”	means the Disclosure and Barring Service;
“DEFRA”	means the Department for the Environment Food and Rural affairs;

“DPA 2018”	means the Data Protection Act 2018;
“Employment Checks”	means the process of investigating the backgrounds of potential employees;
“Expiry Date”	means the date for expiry of the Agreement as set out in the Award Letter;
“FOIA”	means the Freedom of Information Act 2000;
“GB”	means Great Britain;
“GDPR”	means the General Data Protection Regulation (Regulation (EU) 2016/679);
“Good Industry Practice”	means the exercise of the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected;
“Hiring Manager”	means the employee to whom the new employee will report when hired;
“ID”	means identification;
“Information”	has the meaning given under section 84 of the FOIA;
“IR35”	means tax legislation that is designed to combat tax avoidance by workers supplying their services to clients via an intermediary;
“Key Personnel”	means any persons specified as such in the Award Letter or otherwise notified as such by the Customer to the Contractor in writing;
“Law”	means any law, statute, subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of section 2 of the European Communities Act 1972, 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 relevant Party is bound to comply;

“LED”	means Law Enforcement Directive (Directive (EU) 2016/680);
“MRCVS”	means Member of the Royal College of Veterinary Surgeons;
“NIC’s”	means National Insurance Contributions;
“OCQ”	means Official Controls Qualification;
“OV”	means Official Veterinarian;
“Party”	the Contractor or the Customer (as appropriate) and “Parties” shall mean both of them;
“Personal Data”	has the meaning given in the GDPR;
“Personal Data Breach”	has the meaning given in the GDPR;
“PPE”	means Personal Protective Equipment;
“Processor”	has the meaning given in the GDPR;
“Protective Measures”	means appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it;
“Purchase Order Number”	means the Customer’s unique number relating to the order for Goods to be supplied by the Contractor to the Customer in accordance with the terms of the Agreement;
“RCVS”	means Royal College of Veterinary Surgeons;
“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);

“Safeguarding”	means protect from harm or damage;
“Services”	means the services to be supplied by the Contractor to the Customer under the Agreement;
“Specification”	means the specification for the Services (including as to quantity, description and quality) as specified in the Award Letter;
“Staff”	means all directors, officers, employees, agents, consultants and contractors of the Contractor and/or of any sub-contractor of the Contractor engaged in the performance of the Contractor’s obligations under the Agreement;
“Staff Vetting Procedures”	means vetting procedures that accord with good industry practice or, where applicable, the Customer’s procedures for the vetting of personnel as provided to the Contractor from time to time;
“Sub-processor”	means any third party appointed to process Personal Data on behalf of the Contractor related to this Agreement;
“Supplier”	means a person or organization that provides the service;
“Supplier Fee”	means the fee charged by the supplier;
“TB”	means Tuberculosis;
“Temporary Worker”	means an employment situation where an employee is expected to remain in a position only for a certain period of time;
“Term”	means the period from the start date of the Agreement set out in the Award Letter to the Expiry Date as such period may be extended in accordance with Clause 4.2 or terminated in accordance with the terms and conditions of the Agreement;
“VAT”	means value added tax in accordance with the provisions of the Value Added Tax Act 1994; and
“Working Day”	means a day (other than a Saturday or Sunday) on which banks are open for business in the City of London.

“WTR”	means Working Time Regulations.
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- 1.2 In these terms and conditions, unless the context otherwise requires:
  - 1.2.1 references to numbered clauses are references to the relevant clause in these terms and conditions;
  - 1.2.2 any obligation on any Party not to do or omit to do anything shall include an obligation not to allow that thing to be done or omitted to be done;
  - 1.2.3 the headings to the clauses of these terms and conditions are for information only and do not affect the interpretation of the Agreement;
  - 1.2.4 any reference to an enactment includes reference to that enactment as amended or replaced from time to time and to any subordinate legislation or byelaw made under that enactment; and
  - 1.2.5 the word ‘including’ shall be understood as meaning ‘including without limitation’.

## 2. Basis of Agreement

- 2.1 The Award Letter constitutes an offer by the Customer to purchase the Services subject to and in accordance with the terms and conditions of the Agreement.
- 2.2 The offer comprised in the Award Letter shall be deemed to be accepted by the Contractor on receipt by the Customer of the Contractor’s notification of acceptance via Bravo within [7] days of the date of the Award Letter.

## 3. Supply of Services

- 3.1 In consideration of the Customer’s agreement to pay the Charges, the Contractor shall supply the Services to the Customer for the Term subject to and in accordance with the terms and conditions of the Agreement.
- 3.2 In supplying the Services, the Contractor shall:
  - 3.2.1 co-operate with the Customer in all matters relating to the Services and comply with all the Customer’s instructions;
  - 3.2.2 perform the Services with all reasonable care, skill and diligence in accordance with good industry practice in the Contractor’s industry, profession or trade;

- 3.2.3 use Staff who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Contractor's obligations are fulfilled in accordance with the Agreement;
  - 3.2.4 ensure that the Services shall conform with all descriptions and specifications set out in the Specification;
  - 3.2.5 comply with all applicable laws; and
  - 3.2.6 provide all equipment, tools and vehicles and other items as are required to provide the Services.
- 3.3 The Customer may by written notice to the Contractor at any time request a variation to the scope of the Services. In the event that the Contractor agrees to any variation to the scope of the Services, the Charges shall be subject to fair and reasonable adjustment to be agreed in writing between the Customer and the Contractor.

## 4. Term

- 4.1 The Agreement shall take effect on the date specified in Award Letter and shall expire on the Expiry Date, unless it is otherwise extended in accordance with clause 4.2 or terminated in accordance with the terms and conditions of the Agreement.
- 4.2 The Customer may extend the Agreement by giving not less than 10 Working Days' notice in writing to the Contractor prior to the Expiry Date. The terms and conditions of the Agreement shall apply throughout any such extended period.

## 5. Charges, Payment and Recovery of Sums Due

- 5.1 The Charges for the Services shall be as set out in the Award Letter and shall be the full and exclusive remuneration of the Contractor in respect of the supply of the Services. Unless otherwise agreed in writing by the Customer, the Charges shall include every cost and expense of the Contractor directly or indirectly incurred in connection with the performance of the Services.
- 5.2 All amounts stated are exclusive of VAT which shall be charged at the prevailing rate. The Customer shall, following the receipt of a valid VAT invoice, pay to the Contractor a sum equal to the VAT chargeable in respect of the Services.

- 5.3 The Contractor shall invoice the Customer as specified in the Agreement. Each invoice shall include such supporting information required by the Customer to verify the accuracy of the invoice, including the relevant Purchase Order Number and a breakdown of the Services supplied in the invoice period.
- 5.4 In consideration of the supply of the Services by the Contractor, the Customer shall pay the Contractor the invoiced amounts no later than 30 days after verifying that the invoice is valid and undisputed and includes a valid Purchase Order Number. The Customer may, without prejudice to any other rights and remedies under the Agreement, withhold or reduce payments in the event of unsatisfactory performance.
- 5.5 If there is a dispute between the Parties as to the amount invoiced, the Customer shall pay the undisputed amount. The Contractor shall not suspend the supply of the Services unless the Contractor is entitled to terminate the Agreement for a failure to pay undisputed sums in accordance with clause 16.4. Any disputed amounts shall be resolved through the dispute resolution procedure detailed in clause 19.
- 5.6 If a payment of an undisputed amount is not made by the Customer by the due date, then the Customer shall pay the Contractor interest at the interest rate specified in the Late Payment of Commercial Debts (Interest) Act 1998.
- 5.7 Where the Contractor enters into a sub-contract, the Contractor shall include in that sub-contract:
- 5.7.1 provisions having the same effects as clauses 5.3 to 5.6 of this Agreement; and
- 5.7.2 a provision requiring the counterparty to that sub-contract to include in any sub-contract which it awards provisions having the same effect as 5.3 to 5.7 of this Agreement.
- 5.8 In this clause 5.8, "sub-contract" means a contract between two or more Contractors, at any stage of remoteness from the Authority in a subcontracting chain, made wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of this Agreement.
- 5.9 If any sum of money is recoverable from or payable by the Contractor under the Agreement (including any sum which the Contractor is liable to pay to the Customer in respect of any breach of the Agreement), that sum may be deducted unilaterally by the Customer from any sum then due, or which may come due, to the Contractor under the Agreement or under any other agreement or contract with the Customer. The Contractor shall not be entitled to assert any credit, set-off or counterclaim against the Customer in order to justify withholding payment of any such amount in whole or in part.

## 6. Premises and equipment

- 6.1 If necessary, the Customer shall provide the Contractor with reasonable access at reasonable times to its premises for the purpose of supplying the Services. All equipment, tools and vehicles brought onto the Customer's premises by the Contractor or the Staff shall be at the Contractor's risk.
- 6.2 If the Contractor supplies all or any of the Services at or from the Customer's premises, on completion of the Services or termination or expiry of the Agreement (whichever is the earlier) the Contractor shall vacate the Customer's premises, remove the Contractor's plant, equipment and unused materials and all rubbish arising out of the provision of the Services and leave the Customer's premises in a clean, safe and tidy condition. The Contractor shall be solely responsible for making good any damage to the Customer's premises or any objects contained on the Customer's premises which is caused by the Contractor or any Staff, other than fair wear and tear.
- 6.3 If the Contractor supplies all or any of the Services at or from its premises or the premises of a third party, the Customer may, during normal business hours and on reasonable notice, inspect and examine the manner in which the relevant Services are supplied at or from the relevant premises.
- 6.4 The Customer shall be responsible for maintaining the security of its premises in accordance with its standard security requirements. While on the Customer's premises the Contractor shall, and shall procure that all Staff shall, comply with all the Customer's security requirements.
- 6.5 Where all or any of the Services are supplied from the Contractor's premises, the Contractor shall, at its own cost, comply with all security requirements specified by the Customer in writing.
- 6.6 Without prejudice to clause 3.2.6, any equipment provided by the Customer for the purposes of the Agreement shall remain the property of the Customer and shall be used by the Contractor and the Staff only for the purpose of carrying out the Agreement. Such equipment shall be returned promptly to the Customer on expiry or termination of the Agreement.
- 6.7 The Contractor shall reimburse the Customer for any loss or damage to the equipment (other than deterioration resulting from normal and proper use) caused by the Contractor or any Staff. Equipment supplied by the Customer shall be deemed to be in a good condition when received by the Contractor or relevant Staff unless the Customer is notified otherwise in writing within 5 Working Days.

## 7. Staff and Key Personnel

- 7.1 If the Customer reasonably believes that any of the Staff are unsuitable to undertake work in respect of the Agreement, it may, by giving written notice to the Contractor:
- 7.1.1 refuse admission to the relevant person(s) to the Customer's premises;
  - 7.1.2 direct the Contractor to end the involvement in the provision of the Services of the relevant person(s); and/or
  - 7.1.3 require that the Contractor replace any person removed under this clause with another suitably qualified person and procure that any security pass issued by the Customer to the person removed is surrendered,
- and the Contractor shall comply with any such notice.
- 7.2 The Contractor shall:
- 7.2.1 ensure that all Staff are vetted in accordance with the Staff Vetting Procedures;
  - 7.2.2 if requested, provide the Customer with a list of the names and addresses (and any other relevant information) of all persons who may require admission to the Customer's premises in connection with the Agreement; and
  - 7.2.3 procure that all Staff comply with any rules, regulations and requirements reasonably specified by the Customer.
- 7.3 Any Key Personnel shall not be released from supplying the Services without the agreement of the Customer, except by reason of long-term sickness, maternity leave, paternity leave, termination of employment or other extenuating circumstances.
- 7.4 Any replacements to the Key Personnel shall be subject to the prior written agreement of the Customer (not to be unreasonably withheld). Such replacements shall be of at least equal status or of equivalent experience and skills to the Key Personnel being replaced and be suitable for the responsibilities of that person in relation to the Services.

## 8. Assignment and sub-contracting

- 8.1 The Contractor shall not without the written consent of the Customer assign, sub-contract, novate or in any way dispose of the benefit and/ or the burden of the Agreement or any part of the Agreement. The Customer may, in the granting of such consent, provide for additional terms and conditions relating to such

assignment, sub-contract, novation or disposal. The Contractor shall be responsible for the acts and omissions of its sub-contractors as though those acts and omissions were its own.

- 8.2 Where the Customer has consented to the placing of sub-contracts, the Contractor shall, at the request of the Customer, send copies of each sub-contract, to the Customer as soon as is reasonably practicable.
- 8.3 The Customer may assign, novate, or otherwise dispose of its rights and obligations under the Agreement without the consent of the Contractor provided that such assignment, novation or disposal shall not increase the burden of the Contractor's obligations under the Agreement.

## 9. Intellectual Property Rights

- 9.1 All intellectual property rights in any materials provided by the Customer to the Contractor for the purposes of this Agreement shall remain the property of the Customer but the Customer hereby grants the Contractor a royalty-free, non-exclusive and non-transferable licence to use such materials as required until termination or expiry of the Agreement for the sole purpose of enabling the Contractor to perform its obligations under the Agreement.
- 9.2 All intellectual property rights in any materials created or developed by the Contractor pursuant to the Agreement or arising as a result of the provision of the Services shall vest in the Contractor. If, and to the extent, that any intellectual property rights in such materials vest in the Customer by operation of law, the Customer hereby assigns to the Contractor by way of a present assignment of future rights that shall take place immediately on the coming into existence of any such intellectual property rights all its intellectual property rights in such materials (with full title guarantee and free from all third party rights).
- 9.3 The Contractor hereby grants the Customer:
- 9.3.1 a perpetual, royalty-free, irrevocable, non-exclusive licence (with a right to sub-license) to use all intellectual property rights in the materials created or developed pursuant to the Agreement and any intellectual property rights arising as a result of the provision of the Services; and
- 9.3.2 a perpetual, royalty-free, irrevocable and non-exclusive licence (with a right to sub-license) to use:
- a. any intellectual property rights vested in or licensed to the Contractor on the date of the Agreement; and

- b. any intellectual property rights created during the Term but which are neither created or developed pursuant to the Agreement nor arise as a result of the provision of the Services,

including any modifications to or derivative versions of any such intellectual property rights, which the Customer reasonably requires in order to exercise its rights and take the benefit of the Agreement including the Services provided.

- 9.4 The Contractor shall indemnify, and keep indemnified, the Customer in full against all costs, expenses, damages and losses (whether direct or indirect), including any interest, penalties, and reasonable legal and other professional fees awarded against or incurred or paid by the Customer as a result of or in connection with any claim made against the Customer 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 Services, to the extent that the claim is attributable to the acts or omission of the Contractor or any Staff.

## 10. Governance and Records

- 10.1. The Contractor shall:

- 10.1.1. attend progress meetings with the Customer at the frequency and times specified by the Customer and shall ensure that its representatives are suitably qualified to attend such meetings; and

- 10.1.2. submit progress reports to the Customer at the times and in the format specified by the Customer.

- 10.2. The Contractor shall keep and maintain until 6 years after the end of the Agreement, or as long a period as may be agreed between the Parties, full and accurate records of the Agreement including the Services supplied under it and all payments made by the Customer. The Contractor shall on request afford the Customer or the Customer's representatives such access to those records as may be reasonably requested by the Customer in connection with the Agreement.

## 11. Confidentiality, Transparency and Publicity

- 11.1. Subject to clause 11.2, each Party shall:

- 11.1.1. treat all Confidential Information it receives as confidential, safeguard it accordingly and not disclose it to any other person without the prior written permission of the disclosing Party; and

- 11.1.2. not use or exploit the disclosing Party's Confidential Information in any way except for the purposes anticipated under the Agreement.
- 11.2. Notwithstanding clause 11.1, a Party may disclose Confidential Information which it receives from the other Party:
  - 11.2.1. where disclosure is required by applicable law or by a court of competent jurisdiction;
  - 11.2.2. to its auditors or for the purposes of regulatory requirements;
  - 11.2.3. on a confidential basis, to its professional advisers;
  - 11.2.4. to the Serious Fraud Office where the Party has reasonable grounds to believe that the other Party is involved in activity that may constitute a criminal offence under the Bribery Act 2010;
  - 11.2.5. where the receiving Party is the Contractor, to the Staff on a need to know basis to enable performance of the Contractor's obligations under the Agreement provided that the Contractor shall procure that any Staff to whom it discloses Confidential Information pursuant to this clause 11.2.5 shall observe the Contractor's confidentiality obligations under the Agreement; and
  - 11.2.6. where the receiving Party is the Customer:
    - a) on a confidential basis to the employees, agents, consultants and contractors of the Customer;
    - b) on a confidential basis to any other Central Government Body, any successor body to a Central Government Body or any company to which the Customer transfers or proposes to transfer all or any part of its business;
    - c) to the extent that the Customer (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions; or
    - d) in accordance with clause 12.

and for the purposes of the foregoing, references to disclosure on a confidential basis shall mean disclosure subject to a confidentiality agreement or arrangement containing terms no less stringent than those placed on the Customer under this clause 11.

- 11.3. The Parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, the content of the Agreement is not Confidential Information and the Contractor hereby gives its consent for the Customer to publish this Agreement in its entirety to the general public (but with any information that is exempt from disclosure in accordance with

the FOIA redacted) including any changes to the Agreement agreed from time to time. The Customer may consult with the Contractor to inform its decision regarding any redactions but shall have the final decision in its absolute discretion whether any of the content of the Agreement is exempt from disclosure in accordance with the provisions of the FOIA.

- 11.4. The Contractor shall not, and shall take reasonable steps to ensure that the Staff shall not, make any press announcement or publicise the Agreement or any part of the Agreement in any way, except with the prior written consent of the Customer.

## 12. Freedom of Information

- 12.1 The Contractor acknowledges that the Customer is subject to the requirements of the FOIA and the Environmental Information Regulations 2004 and shall:
  - 12.1.1 provide all necessary assistance and cooperation as reasonably requested by the Customer to enable the Customer to comply with its obligations under the FOIA and the Environmental Information Regulations 2004;
  - 12.1.2 transfer to the Customer all Requests for Information relating to this Agreement that it receives as soon as practicable and in any event within 2 Working Days of receipt;
  - 12.1.3 provide the Customer with a copy of all Information belonging to the Customer requested in the Request for Information which is in its possession or control in the form that the Customer requires within 5 Working Days (or such other period as the Customer may reasonably specify) of the Customer's request for such Information; and
  - 12.1.4 not respond directly to a Request for Information unless authorised in writing to do so by the Customer.
- 12.2 The Contractor acknowledges that the Customer may be required under the FOIA and the Environmental Information Regulations 2004 to disclose Information concerning the Contractor or the Services (including commercially sensitive information) without consulting or obtaining consent from the Contractor. In these circumstances the Customer shall, in accordance with any relevant guidance issued under the FOIA, take reasonable steps, where appropriate, to give the Contractor advance notice, or failing that, to draw the disclosure to the Contractor's attention after any such disclosure.
- 12.3 Notwithstanding any other provision in the Agreement, the Customer shall be responsible for determining in its absolute discretion whether any Information relating to the Contractor or the Services is exempt from disclosure in accordance with the FOIA and/or the Environmental Information Regulations 2004.

## 13. Protection of Personal Data and Security of Data

- 13.1. The Parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the Controller and the Contractor is the Processor unless otherwise specified in Schedule 1. The only processing that the Contractor is authorised to do is listed in Schedule 1 by the Customer and may not be determined by the Contractor.
- 13.2. The Contractor shall notify the Customer immediately if it considers that any of the Customer's instructions infringe the Data Protection Legislation.
- 13.3. The Contractor shall provide all reasonable assistance to the Customer in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Customer, include:
  - a. a systematic description of the envisaged processing operations and the purpose of the processing;
  - b. an assessment of the necessity and proportionality of the processing operations in relation to the Services;
  - c. an assessment of the risks to the rights and freedoms of Data Subjects; and
  - d. the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
- 13.4. The Contractor shall, in relation to any Personal Data processed in connection with its obligations under this Agreement:
  - a. process that Personal Data only in accordance with Schedule 1 unless the Contractor is required to do otherwise by Law. If it is so required the Contractor shall promptly notify the Customer before processing the Personal Data unless prohibited by Law;
  - b. ensure that it has in place Protective Measures which are appropriate to protect against a Data Loss Event, which the Customer may reasonably reject (but failure to reject shall not amount to approval by the Customer of the adequacy of the Protective Measures), having taken account of the:
    - i. nature of the data to be protected;
    - ii. harm that might result from a Data Loss Event;
    - iii. state of technological development; and

- iv. cost of implementing any measures;
- c. ensure that :
  - i. the Staff do not process Personal Data except in accordance with this Agreement (and in particular Schedule 1);
  - ii. it takes all reasonable steps to ensure the reliability and integrity of any Staff who have access to the Personal Data and ensure that they:
    - 1. are aware of and comply with the Contractor's duties under this clause;
    - 2. are subject to appropriate confidentiality undertakings with the Contractor or any Sub-processor;
    - 3. are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Customer or as otherwise permitted by this Agreement; and
    - 4. have undergone adequate training in the use, care, protection and handling of Personal Data; and
- d. not transfer Personal Data outside of the European Union unless the prior written consent of the Customer has been obtained and the following conditions are fulfilled:
  - i. the Customer or the Contractor has provided appropriate safeguards in relation to the transfer (whether in accordance with the GDPR Article 46 or LED Article 37) as determined by the Customer;
  - ii. the Data Subject has enforceable rights and effective legal remedies;
  - iii. the Contractor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Customer in meeting its obligations); and
  - iv. the Contractor complies with any reasonable instructions notified to it in advance by the Customer with respect to the processing of the Personal Data;
- e. at the written direction of the Customer, delete or return Personal Data (and any copies of it) to the Customer on termination of the Agreement unless the Contractor is required by Law to retain the Personal Data.

- 13.5. Subject to clause 13.6 the Contractor shall notify the Customer immediately if, in relation to any Personal Data processed in connection with its obligations under this Agreement, it:
- a. receives a Data Subject Request (or purported Data Subject 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;
  - e. receives a request from any third party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
  - f. becomes aware of a Data Loss Event.
- 13.6. The Contractor's obligation to notify under clause 13.5 shall include the provision of further information to the Customer in phases, as details become available.
- 13.7. Taking into account the nature of the processing, the Contractor shall provide the Customer with full assistance in relation to either Party's obligations under Data Protection Legislation in relation to any Personal Data processed in connection with its obligations under this Agreement and any complaint, communication or request made under Clause 13.5 (and insofar as possible within the timescales reasonably required by the Customer) including by promptly providing:
- a. the Customer with full details and copies of the complaint, communication or request;
  - b. such assistance as is reasonably requested by the Customer to enable the Customer to comply with a Data Subject Request within the relevant timescales set out in the Data Protection Legislation;
  - c. the Customer, at its request, with any Personal Data it holds in relation to a Data Subject;
  - d. assistance as requested by the Customer following any Data Loss Event;
  - e. assistance as requested by the Customer with respect to any request from the Information Commissioner's Office, or any consultation by the Customer with the Information Commissioner's Office.

- 13.8. The Contractor shall maintain complete and accurate records and information to demonstrate its compliance with this clause 13. This requirement does not apply where the Contractor employs fewer than 250 staff, unless:
- a. the Customer determines that the processing is not occasional;
  - b. the Customer determines the processing 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; or
  - c. the Customer determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.
- 13.9. The Contractor shall allow for audits of its Personal Data processing activity by the Customer or the Customer's designated auditor.
- 13.10. Each Party shall designate its own Data Protection Officer if required by the Data Protection Legislation.
- 13.11. Before allowing any Sub-processor to process any Personal Data related to this Agreement, the Contractor must:
- a. notify the Customer in writing of the intended Sub-processor and processing;
  - b. obtain the written consent of the Customer;
  - c. enter into a written agreement with the Sub-processor which give effect to the terms set out in this clause 13 such that they apply to the Sub-processor; and
  - d. provide the Customer with such information regarding the Sub-processor as the Customer may reasonably require.
- 13.12. The Contractor shall remain fully liable for all acts or omissions of any of its Sub-processors.
- 13.13. The Customer may, at any time on not less than 30 Working Days' notice, revise this clause by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to this Agreement).
- 13.14. The Parties agree to take account of any non-mandatory guidance issued by the Information Commissioner's Office. The Customer may on not less than 30 Working Days' notice to the Contractor amend this Agreement to ensure that it complies with any guidance issued by the Information Commissioner's Officer.

13.15. When handling Customer data (whether or not Personal Data), the Contractor shall ensure the security of the data is maintained in line with the security requirements of the Customer as notified to the Contractor from time to time.

13.16. This clause 13 shall apply during the Term and indefinitely after its expiry.

## 14. Liability

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

14.2 Subject always to clauses 14.3 and 14.4:

14.2.1 the aggregate liability of the Contractor in respect of all defaults, claims, losses or damages howsoever caused, whether arising from breach of the Agreement, the supply or failure to supply of the Services, misrepresentation (whether tortious or statutory), tort (including negligence), breach of statutory duty or otherwise shall in no event exceed a sum equal to 125% of the Charges paid or payable to the Contractor; and

14.2.2 except in the case of claims arising under clauses 9.4 and 18.3, in no event shall the Contractor be liable to the Customer for any:

- a) loss of profits;
- b) loss of business;
- c) loss of revenue;
- d) loss of or damage to goodwill;
- e) loss of savings (whether anticipated or otherwise); and/or
- f) any indirect, special or consequential loss or damage.

14.3 Nothing in the Agreement shall be construed to limit or exclude either Party's liability for:

14.3.1 death or personal injury caused by its negligence or that of its Staff;

14.3.2 fraud or fraudulent misrepresentation by it or that of its Staff; or

14.3.3 any other matter which, by law, may not be excluded or limited.

- 14.4 The Contractor's liability under the indemnity in clause 9.4 and 18.3 shall be unlimited.

## 15. Force Majeure

- 15.1 Neither Party shall have any liability under or be deemed to be in breach of the Agreement for any delays or failures in performance of the Agreement which result from circumstances beyond the reasonable control of the Party affected. Each Party shall promptly notify the other Party in writing when such circumstances cause a delay or failure in performance and when they cease to do so. If such circumstances continue for a continuous period of more than two months, either Party may terminate the Agreement by written notice to the other Party.

## 16. Termination

- 16.1 The Customer may terminate the Agreement at any time by notice in writing to the Contractor to take effect on any date falling at least 1 month (or, if the Agreement is less than 3 months in duration, at least 10 Working Days) later than the date of service of the relevant notice.
- 16.2 Without prejudice to any other right or remedy it might have, the Customer may terminate the Agreement by written notice to the Contractor with immediate effect if the Contractor:
- 16.2.1 (without prejudice to clause 16.2.5), is in material breach of any obligation under the Agreement which is not capable of remedy;
  - 16.2.2 repeatedly breaches any of the terms and conditions of the Agreement in such a manner as 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 Agreement;
  - 16.2.3 is in material breach of any obligation which is capable of remedy, and that breach is not remedied within 30 days of the Contractor receiving notice specifying the breach and requiring it to be remedied;
  - 16.2.4 undergoes a change of control within the meaning of section 416 of the Income and Corporation Taxes Act 1988;
  - 16.2.5 breaches any of the provisions of clauses 7.2, 11, 12, 13 and 17;
  - 16.2.6 becomes insolvent, or if an order is made or a resolution is passed for the winding up of the Contractor (other than voluntarily for the purpose of solvent amalgamation or reconstruction), or if an administrator or administrative receiver is

appointed in respect of the whole or any part of the Contractor's assets or business, or if the Contractor makes any composition with its creditors or takes or suffers any similar or analogous action (to any of the actions detailed in this clause 16.2.6) in consequence of debt in any jurisdiction; or

- 16.2.7 fails to comply with legal obligations in the fields of environmental, social or labour law.
- 16.3 The Contractor shall notify the Customer as soon as practicable of any change of control as referred to in clause 16.2.4 or any potential such change of control.
- 16.4 The Contractor may terminate the Agreement by written notice to the Customer if the Customer has not paid any undisputed amounts within 90 days of them falling due.
- 16.5 Termination or expiry of the Agreement shall be without prejudice to the rights of either Party accrued prior to termination or expiry and shall not affect the continuing rights of the Parties under this clause and clauses 2, 3.2, 6.1, 6.2, 6.6, 6.7, 7, 9, 10.2, 11, 12, 13, 14, 16.6, 17.4, 18.3, 19 and 20.7 or any other provision of the Agreement that either expressly or by implication has effect after termination.
- 16.6 Upon termination or expiry of the Agreement, the Contractor shall:
  - 16.6.1 give all reasonable assistance to the Customer and any incoming Contractor of the Services; and
  - 16.6.2 return all requested documents, information and data to the Customer as soon as reasonably practicable.

## 17. Compliance

- 17.1 The Contractor shall promptly notify the Customer of any health and safety hazards which may arise in connection with the performance of its obligations under the Agreement. The Customer shall promptly notify the Contractor of any health and safety hazards which may exist or arise at the Customer's premises and which may affect the Contractor in the performance of its obligations under the Agreement.
- 17.2 The Contractor shall:
  - 17.2.1 comply with all the Customer's health and safety measures while on the Customer's premises; and

- 17.2.2 notify the Customer immediately in the event of any incident occurring in the performance of its obligations under the Agreement on the Customer's premises where that incident causes any personal injury or damage to property which could give rise to personal injury.
- 17.3 The Contractor shall:
  - 17.3.1 perform its obligations under the Agreement in accordance with all applicable equality Law and the Customer's equality and diversity policy as provided to the Contractor from time to time; and
  - 17.3.2 take all reasonable steps to secure the observance of clause 17.3.1 by all Staff.
- 17.4 The Contractor shall supply the Services in accordance with the Customer's environmental policy as provided to the Contractor from time to time.
- 17.5 The Contractor shall comply with, and shall ensure that its Staff shall comply with, the provisions of:
  - 17.5.1 the Official Secrets Acts 1911 to 1989; and
  - 17.5.2 section 182 of the Finance Act 1989.

## 18. Prevention of Fraud and Corruption

- 18.1 The Contractor shall not offer, give, or agree to give anything, to any person 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 Agreement or for showing or refraining from showing favour or disfavour to any person in relation to the Agreement.
- 18.2 The Contractor shall take all reasonable steps, in accordance with good industry practice, to prevent fraud by the Staff and the Contractor (including its shareholders, members and directors) in connection with the Agreement and shall notify the Customer immediately if it has reason to suspect that any fraud has occurred or is occurring or is likely to occur.
- 18.3 If the Contractor or the Staff engages in conduct prohibited by clause 18.1 or commits fraud in relation to the Agreement or any other contract with the Crown (including the Customer) the Customer may:
  - 18.3.1 terminate the Agreement and recover from the Contractor the amount of any loss suffered by the Customer resulting from the termination, including the cost reasonably incurred by the Customer of making other arrangements for the supply

of the Services and any additional expenditure incurred by the Customer throughout the remainder of the Agreement; or

- 18.3.2 recover in full from the Contractor any other loss sustained by the Customer in consequence of any breach of this clause.

## 19. Dispute Resolution

- 19.1 The Parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with the Agreement and such efforts shall involve the escalation of the dispute to an appropriately senior representative of each Party.
- 19.2 If the dispute cannot be resolved by the Parties within one month of being escalated as referred to in clause 19.1, the dispute may by agreement between the Parties be referred to a neutral adviser or mediator (the “Mediator”) chosen by agreement between the Parties. All negotiations connected with the dispute shall be conducted in confidence and without prejudice to the rights of the Parties in any further proceedings.
- 19.3 If the Parties fail to appoint a Mediator within one month, or fail to enter into a written agreement resolving the dispute within one month of the Mediator being appointed, either Party may exercise any remedy it has under applicable law.

## 20. General

- 20.1 Each of the Parties represents and warrants to the other that it has full capacity and authority, and all necessary consents, licences and permissions to enter into and perform its obligations under the Agreement, and that the Agreement is executed by its duly authorised representative.
- 20.2 A person who is not a party to the Agreement shall have no right to enforce any of its provisions which, expressly or by implication, confer a benefit on him, without the prior written agreement of the Parties.
- 20.3 The Agreement cannot be varied except in writing signed by a duly authorised representative of both the Parties.
- 20.4 The Agreement contains the whole agreement between the Parties and supersedes and replaces any prior written or oral agreements, representations or understandings between them. The Parties confirm that they have not entered into the Agreement on the basis of any representation that is not expressly incorporated into the Agreement. Nothing in this clause shall exclude liability for fraud or fraudulent misrepresentation.

- 20.5 Any waiver or relaxation either partly, or wholly of any of the terms and conditions of the Agreement shall be valid only if it is communicated to the other Party in writing and expressly stated to be a waiver. A waiver of any right or remedy arising from a breach of contract shall not constitute a waiver of any right or remedy arising from any other breach of the Agreement.
- 20.6 The Agreement shall not constitute or imply any partnership, joint venture, agency, fiduciary relationship or other relationship between the Parties other than the contractual relationship expressly provided for in the Agreement. Neither Party shall have, nor represent that it has, any authority to make any commitments on the other Party's behalf.
- 20.7 Except as otherwise expressly provided by the Agreement, all remedies available to either Party for breach of the Agreement (whether under the Agreement, statute or common law) are cumulative and may be exercised concurrently or separately, and the exercise of one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.
- 20.8 If any provision of the Agreement is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from the Agreement and rendered ineffective as far as possible without modifying the remaining provisions of the Agreement, and shall not in any way affect any other circumstances of or the validity or enforcement of the Agreement.

## 21. Notices

- 21.1 Any notice to be given under the Agreement shall be in writing and may be served by personal delivery, first class recorded or, subject to clause 21.3, e-mail to the address of the relevant Party set out in the Award Letter, or such other address as that Party may from time to time notify to the other Party in accordance with this clause:
- 21.2 Notices served as above shall be deemed served on the Working Day of delivery provided delivery is before 5.00pm on a Working Day. Otherwise delivery shall be deemed to occur on the next Working Day. An email shall be deemed delivered when sent unless an error message is received.
- 21.3 Notices under clauses 15 (Force Majeure) and 16 (Termination) may be served by email only if the original notice is then sent to the recipient by personal delivery or recorded delivery in the manner set out in clause 21.1.

## 22. Governing Law and Jurisdiction

- 22.1 The validity, construction and performance of the Agreement, and all contractual and non contractual matters arising out of it, shall be governed by English law and shall be subject to the exclusive jurisdiction of the English courts to which the Parties submit.

## SCHEDULE ONE

### SPECIFICATION OF SERVICES

This section sets out the Authority's requirements.

#### 1. INTRODUCTION

- 1.1 APHA is an executive agency of Defra, acting on behalf of Scottish Government and Welsh Government. APHA's role is to:
- safeguard animal health and welfare as well as public health,
  - protect the economy, and
  - enhance food security through research, surveillance and inspection.
- 1.2 APHA primarily works to prevent and control animal disease across GB through activities on farms, at markets and other livestock-related premises, and through specialist veterinary laboratory and scientific services. APHA is also responsible for advising policy-making departments and providing a veterinary evidence base for animal health and welfare policy decisions. The range of functions also includes research and consultancy, surveillance and management of disease controls, (including import and export controls), and protecting the nation's food supply through activities such as egg marketing inspections.

#### 2. BACKGROUND TO THE PROCUREMENT

- 2.1 One of the many functions performed by APHA is the role of Senior Veterinary Inspector (SVI).
- 2.2 The candidate is [REDACTED] who should report to [REDACTED] at APHA Stafford at 9am on Monday 04/03/2019.
- 2.3 The full-time appointment will be for the period 04/03/2019 to 04/10/2019 (31 weeks). There will be the option to extend this term by fifteen and a half (15.5) weeks, if required.
- 2.4 In the event that an extension is required three (3) weeks' notice of this will be given to the Supplier. By submitting their tender the Supplier confirms availability of the named vet to cover an extended Contract if the required notice period is given.

#### 3. OVERVIEW OF REQUIREMENT

- 3.1 The role within APHA provides veterinary operational services to safeguard animal health and welfare and public health, protect the economy and enhance food security through inspection, surveillance, regulation, enforcement and where

applicable research, through the application of state veterinary medicine in the delivery of GB Governments' policies.

3.2 Key tasks that an SVI will be required to carry out are as follows;

- To investigate and control diseases in animals (including birds) by undertaking on-farm and field investigations by:
- Examining and inspecting susceptible animals, to support differential diagnosis of disease;
- Management of TB breakdown cases;
- Conducting in field post mortem examinations when appropriate;
- Conduct inspections at premises handling animal-by-products to support the control of risk to animal and public health;
- Collecting and submitting appropriate samples for laboratory testing;
- Collecting and interpreting relevant data;
- Reporting findings and recommendations;
- Maintaining competence in these roles.

## **4. DETAILED REQUIREMENTS**

### **4.1 Disease Investigation and Welfare**

- 4.1.1 An SVI shall investigate for the presence in individual animals and herds of notifiable disease, new and re-emerging threats and other food safety incidents and zoonotic disease through quality assured inspection, examination, history taking, post mortem examination, sampling and differential diagnosis to allow assessment of likely causes and potential consequences.
- 4.1.2 An SVI shall carry out euthanasia of animals where necessary in accordance with appropriate policies, or to supervise this activity where others (eg knacker men or licensed slaughter men) are involved.
- 4.1.3 An SVI shall carry out physical examinations of animals, records, premises, equipment and vehicles when a veterinary investigation, opinion, decision and or witness statement is required.
- 4.1.4 An SVI shall contribute to the diagnosing of notifiable diseases and control disease in liaison with senior veterinary staff.

- 4.1.5 An SVI shall ensure personal decisions, advice and actions are based on evidence, take account of the policy and legal frameworks and are clearly and appropriately communicated.

## **4.2 Inspection, Approval and Audit**

- 4.2.1 An SVI shall carry out physical examinations of animals, premises, equipment and vehicles when a veterinary opinion/certification is required.
- 4.2.2 An SVI shall carry out import controls on animals and animal products as required by European Union (EU)/United Kingdom (UK) legislation, including investigation of possible illegal activity.
- 4.2.3 An SVI shall undertake liaison and audit work in relation to Official Veterinarian procedures, and follow-up activity, including application of sanctions, as required.

## **4.3 Incident and Disease Outbreak Response**

- 4.3.1 An SVI shall contribute to and participate in Regional and National Contingency Planning, Response and Recovery activities.
- 4.3.2 An SVI shall ensure that professional skills are developed and maintained to undertake any allocated role(s) during incidents and emergency activities.
- 4.3.3 An SVI shall respond flexibly to incidents and outbreaks of notifiable animal disease including (with reasonable notice) undertaking periods of detached duty and delivering other veterinary roles and tasks as required by the business. Standard equality and diversity rules apply.
- 4.3.4 An SVI shall provide veterinary advice and make effective decisions at the individual / premises level in a disease emergency situation, using sound veterinary judgment and adhering to standard guidance and operating procedures where applicable.

## **4.4 Safety, Health and Wellbeing (SHaW)**

- 4.4.1 An SVI shall undertake essential training and display leadership by establishing and championing high health and safety standards and acting as a role model.
- 4.4.2 An SVI shall carry out appropriate risk assessments when carrying out veterinary duties, escalating risks as required.
- 4.4.3 An SVI shall contribute to risk assessments for veterinary health and safety.
- 4.4.4 An SVI shall implement APHA's SHaW policy and procedures as relevant to the role(s).
- 4.4.5 An SVI shall support staff to fulfil their health and safety responsibilities including the identification of necessary training and their release to attend.

- 4.4.6 An SVI shall undertake necessary assurance activities in accordance with the APHA plan for such.

#### **4.5 Compliance and Enforcement**

- 4.5.1 An SVI shall use veterinary expertise to provide appropriate and relevant advice at the individual, premises level, and to organizations and stakeholders in relation to GB Government policies.
- 4.5.2 An SVI shall use veterinary expertise to support interventions as necessary, including the gathering, interpretation and presentation of evidence, appearing as a witness of fact or as a professional witness when required, and on occasions providing expert witness testimony if appropriately qualified.
- 4.5.3 An SVI shall have an understanding and application of legislation in line with policy and best regulatory practice in order to positively influence behaviours while minimising burdens on industry. This should include EU law and other international standards as well as the UK policy.
- 4.5.4 An SVI shall represent the Government, engaging with animal keepers, wider industry and operational partners to gather intelligence, and educate and influence to improve the level of understanding, compliance and safe behaviour.

#### **4.6 Local Stakeholder Engagement**

- 4.6.1 An SVI shall develop effective working relationships with end users of APHA services, representing and promoting the interests of UK Governments to deliver agreed policies outcomes.
- 4.6.2 An SVI shall engage with animal keepers, wider industry, the veterinary profession and other operational partners to gather intelligence, educate, influence and provide feedback to improve the standards of animal health and welfare.

#### **4.7 Duty and Out-of-Hours Rotas**

- 4.7.1 An SVI shall participate in veterinary and where applicable management duty and out-of-hours rota(s), including nights, weekends and public holidays, to ensure provision of a twenty-four (24) hour, seven (7) day capability to provide telephone advice and immediate response to incidents and emergencies as required by the business.

#### **4.8 Learning and Development**

- 4.8.1 An SVI shall maintain appropriate veterinary expertise by undertaking and recording Continuing Professional Development.
- 4.8.2 An SVI shall undertake personal learning and development and contribute to organisational learning, supporting continuous improvement.

- 4.8.3 An SVI shall maintain a record of competence and relevant training to Royal College of Veterinary Surgeons (RCVS) and Government standards.

#### **4.9 Key Personnel**

- 4.9.1 An SVI is expected to perform the services throughout the course of the Contract awarded.
- 4.9.2 Such persons shall be named as a Key Personnel in the Contract and any replacements must be agreed with APHA.

#### **4.10 Additional Requirements**

- 4.10.1 An SVI will be assessed by APHA Occupational Health prior to carrying out any field work. The Supplier should however ensure that their own Occupational Health assessment includes confirming immunity to Tuberculosis (TB) (either by a visible Bacillus Calmette-Guérin (BCG) scar or documentary evidence, or a strong verbal history of having received a BCG).
- 4.10.2 An SVI shall comply with the latest APHA operational guidance, which shall be introduced as part of the APHA induction and training.
- 4.10.3 All work shall be carried out prioritising high standards of health and safety and carrying out appropriate risk assessment when carrying out veterinary duties on premises, escalating risks as required.
- 4.10.4 Noting the requirement within Para 4.7.1, except when acting as duty vet or during outbreaks an SVI shall work a five (5) day working week, Monday to Friday. In addition the SVI should be available for out of hours to cover an immediate response to incidents as required including in a notifiable disease outbreak. No additional payment shall be made for this unless the SVI is required to carry out a visit outside of normal working hours, in which case payment shall be made either on daily or hourly rate as appropriate. On-call commitment shall not exceed a one (1) in three (3) rota (one (1) week on and two (2) weeks off)).

#### **4.11 Travel**

- 4.11.1 The majority of days shall include travel; other days shall be based solely in the office completing reports, supporting telephone enquiries. (Forecast ratio 75:25). APHA SVI's are expected to work across a geographical area i.e.

APHA Stafford – covering Staffordshire and Derbyshire

- 4.11.2 Travel distances are expected to average fifty to sixty (50-60) miles per day.
- 4.11.3 Overnight stays at locations remote from the base office may be required.
- 4.11.4 An SVI will be required to use their own vehicle for daily travel and have business use cover on their car insurance.

## SCHEDULE TWO

### PRICES

The following pricing shall apply for the provision of one (1) SVI based at APHA Stafford.

Veterinary Personnel		
Description	Hourly Rate	Day rate
MRCVS Vet	██████	██████

All prices are exclusive of VAT.

All prices are shown in £ Sterling (GBP).

The Contractor shall issue invoices monthly in arrears.

All invoices should contain or be accompanied by the following information:

- Please quote the name of the vet, purchase order number (as advised) and cost centre 10063266 on each invoice.

# Annex A to Section 2 (Specification)

## 1. SERVICE REQUIREMENTS

- 1.1. This section provides details of the requirements that Suppliers must fulfil in order to meet the service delivery requirements of this Contract. All mandatory service requirements, as listed below shall be required to commence from the commencement dates of the Contract with the Authority.
  - a. **Compliance – Pre-Assignment Checks, Regulations, Legislation and Security** - The Supplier must comply with all compliance requirements in section 2.
  - b. **Complaints and Whistle-Blowing Policy** - The Supplier must adhere to the requirements in section 3.
- 1.2. The Supplier shall provide Temporary Workers for Assignments as detailed in the Specification at section two (2).
- 1.3. The Supplier shall ensure that all of its own personnel, responsible for or associated with the delivery of these services to Customers are suitably trained and understand the requirements of this Contract.

### Charges

- 1.4. All invoices to Customers should be clear, accurate and transparent containing as a minimum, pay rate to worker, statutory contributions and Supplier Fee, all broken down as separate line items.
- 1.5. The Supplier shall reduce or cancel the Contract charges for the time worked by the Temporary Worker on an Assignment with the Customer if it transpires that the Temporary Worker has been rejected in accordance with any of the following instances:
  - 1.5.1 The Customer has asked the Temporary Worker to leave the Assignment or has directed the Supplier to remove the Temporary Worker from the Assignment; and/or
  - 1.5.2 if it transpires that the Temporary Worker:
    - A. fails to attend an Assignment at the reporting time agreed In Writing between the Customer and the Supplier; or
    - B. is rejected within a trial period for specified Assignments, where such a trial period has been agreed In Writing between the Customer and the Supplier; or
    - C. has been rejected as unsuitable within the first four (4) hours of commencing the Assignment where the Assignment is for more than seven (7) hours, or within two (2) hours of commencing the Assignment where the Assignment is for less than seven (7) hours; or

- D. rejects the Assignment or does not attend the Assignment; or
  - E. is found to not have the defined requirements for the role, i.e. in terms of the relevant Safeguarding and Employment Checks required or does not have the necessary or required experience etc.; or
  - F. is found to not have correct and valid credentials that would allow him to legally work and carry out the Assignment; or
  - G. is identified by the Customer as unfit to work or not being capable of carrying out the majority / most / or all of the specified tasks or activities required pursuant to the Assignment, safely and to the Customer's necessary standards; or
  - H. is unable to attend the Assignment, if the Customer's premises are closed for any reason, for example, industrial action or Force Majeure event.
- 1.6 The Customer will notify the Supplier of any offer of direct engagement or employment it makes to the Candidate.

## **Timesheets**

- 1.7 The Supplier shall provide all Temporary Workers with a timesheet that must be used whilst on an Assignment.
- 1.8 Timesheets must be fully completed and legible. Timesheets submitted will be in accordance with Good Industry Practice regarding timesheets and/or specific measures (which may set higher standards than those provided in the Contract) to prevent fraud by Temporary Workers.
- 1.9 The Customer shall authorise each timesheet without delay.
- 1.10 The Supplier shall have the facility to operate an electronic timesheet process to support the Customer's invoicing requirements. In the case of timesheets completed through electronic means, a secure authorisation process must be used at all times. Where necessary the Customer may also require that any electronically completed timesheets must be printed and authorised manually, i.e. by hand.
- 1.11 The Supplier will manage timesheets and ensure that:
- 1.11.1 whilst on the Assignment the Temporary Worker fully completes and submits a timesheet, to the relevant Hiring Manager for approval before it is returned to the Supplier.

for locations without access to the Internet, the Supplier will:

- 1.11.1.1 have the facility for a paper timesheet to be used by the Temporary Worker. All paper timesheets will have a unique identifier; or
- 1.11.1.2 record the timesheet on behalf of the Temporary Worker.
- 1.11.1.3 The Temporary Worker will agree locally with the Hiring Manager when any meal or rest breaks should occur.
- 1.11.2 The Supplier shall ensure that all rest breaks and rest periods taken by the Temporary Worker whilst on the Assignment are accounted for in the timesheet by reference to the actual time taken by the Temporary Worker.
- 1.12 Where the Customer has an internal policy which either:
  - 1.12.1 subject to the provisions of AWR, indicates that all rest breaks and rest periods are unpaid and must not be added to the hours claimed to have been worked by the Temporary Work-Seeker on the Assignment; and/or
  - 1.12.2 restricts the number of hours a Temporary Work-Seeker can work,  
the Supplier shall ensure that these restrictions are reflected in the invoicing.
- 1.13 The Supplier shall only process fully completed timesheets which have been approved by the appropriate Hiring Manager. In the event that a Hiring Manager refuses to approve a timesheet, the Supplier shall be notified within two (2) Working Days and shall attempt to resolve this with the Hiring Manager in the first instance. If further resolution is required, the incident should be referred to the contract manager.
- 1.14 The Supplier must provide the contract manager with an exception report of unauthorised timesheets, on a weekly basis (unless otherwise agreed In Writing between the Customer and the Supplier).
- 1.15 The auto-approval of timesheets may only be used at the request In Writing of the Contract Manager.

## **2 COMPLIANCE – PRE EMPLOYMENT CHECKS, REGULATIONS, LEGISLATION AND SECURITY**

- 2.1 When sourcing, recruiting and selecting potential Candidates in consideration of the Services, the Supplier shall ensure that in all respects it makes uses of Good Industry Practice and complies with all legislation, regulations, guidelines, voluntary arrangements and/or codes of practice relevant to the Supplier and the provision of the Services.
- 2.2 The Supplier shall retain on the Temporary Workers' personnel records demonstrable evidence that the required information in respect of the relevant

Employment Checks have been conducted on the potential Temporary Worker to ensure compliance with all relevant legislation, regulations and guidelines.

- 2.2.1 All documents must be valid, current and original.
- 2.2.2 All documents provided must be validated by the Supplier and be copied in a format that cannot be subsequently altered. The retained copy of the documents provided must be signed and dated at the time of Validation. All signatures must be legible and supported by the job title of the validator.
- 2.2.3 For the avoidance of doubt, where the Supplier cannot produce the required evidence to the Customer to show that the relevant checks have been conducted in accordance with the Employment Checks have been conducted in accordance with paragraph 2.2, it will be in breach of the Contract and the Customer may immediately suspended or terminated the Contract.
- 2.3 The Supplier will make its own personnel aware that the objective of validating and verifying the information provided by the Candidate is to ensure that the information relates to that Candidate, confirms that the Candidate's identity is genuine and relates to a real and living person, and establishes that the Candidate owns and is rightfully using that information.
- 2.4 The Supplier will make available all Temporary Worker files, in relation to the Services provided under this Contract available to the Authority for Assurance Inspections which include an assessment of compliance to the standards as detailed in paragraph 2.11. The Supplier will have a signed declaration for all Temporary Workers utilised in the execution of this Contract giving their permission for their information to be viewed in line with this paragraph 2.4.
- 2.5 The information relating to the relevant Employment Checks must be validated in the English language (unless otherwise requested by the Customer) in order to enable an effective inspection and audit of the same and this information shall be retained in such a way that cannot be subsequently altered.
- 2.6 Where any information is obtained in a language other than English, the Supplier is required to ensure that it has officially translated (at no charge to the Customer) the information into English and In Writing
- 2.7 The Supplier shall ensure that it retains the Temporary Worker's written permission for the relevant Employment Checks to be undertaken and for the results to be retained by the Supplier and viewed by the Customer (including the Customer's Authorised User and the internal and external auditors of the Customer) for Validation, verification, inspection and audit purposes.
- 2.8 Any Temporary Worker who fails to provide his permission in writing must not be introduced for a position with the Customer under the Contract.
- 2.9 The Supplier shall meet all costs associated with all compliance checks.

## **Pre-Employment Check Standards**

- 2.10 In line with Government requirements, the Supplier should keep evidence that it has conducted and verified the required core pre-Employment Check standards in line with the minimum compliance standards required:

[https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment\\_data/file/714002/HMG\\_Baseline\\_Personnel\\_Security\\_Standard\\_-\\_May\\_2018.pdf](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/714002/HMG_Baseline_Personnel_Security_Standard_-_May_2018.pdf)

## **English Language Competency**

- 2.11 The Supplier must ensure that the Candidate has the required level of English language competence, and Welsh, if required to enable them to undertake their role effectively, to enable clear communication about veterinarian topics with the public and colleagues.

## **Temporary Worker obligations**

- 2.12 The Supplier shall ensure the Temporary Worker is advised that they must immediately inform the Supplier if:
- 2.12.1 They are currently (or have been) subject to any kind of investigation or prosecution relating to a conviction, or which could lead to a conviction, after the most recent DBS check was undertaken and;
  - 2.12.2 where the Temporary Worker reports any such investigation or prosecution, then in addition to any other action required, the Supplier must immediately inform the Hiring Manager and comply with the Customer's policies and procedures regarding such matters. If the Temporary Worker fails to comply with the Customer's policies and procedures regarding the matter being investigated, the Supplier shall not introduce that Temporary Worker to the Customer until such time as the matter has been satisfactorily resolved; or
  - 2.12.3 they are suspended by the relevant Professional body; or
  - 2.12.4 they are currently (or have been) subject to any kind of investigation by either a wider public sector body, or their relevant Professional and Regulatory body and;
  - 2.12.5 where the Temporary Worker reports any such investigation, then in addition to any other action required, the Supplier must immediately inform the Hiring Manager and comply with the Customer's policies and procedures regarding such matters. The Supplier shall ensure use its best endeavours to ensure that the Temporary Worker participates in the investigation either during the Assignment or subsequently. If the Temporary Worker fails to comply with the Customer's policies and procedures regarding the matter being investigated, the Supplier shall not introduce that

Temporary Worker to the Customer until such time as the matter has been satisfactorily resolved.

- 2.13 Where the Supplier is aware that a Temporary Worker has become injured on the Customer's premises or has been diagnosed with a medical condition that could affect his ability to provide the Services, the Supplier shall ensure that the Customer is immediately made aware of the identity of the Temporary Worker and the injury or medical condition (or, where applicable, a history of such injury or medical condition) which is to be kept confidential by the Customer. The Supplier shall immediately supply a replacement Temporary Worker if the Temporary Worker is not declared fit for employment by the Supplier's occupational health service, or if the Customer requests that the Temporary Worker should not be involved in the provision of the Services. Provided that the obligations on the Supplier, set out in this paragraph 2.21, are subject to the requirements of legislation which protects the Temporary Worker's Personal Data and confidentiality and which the Supplier shall comply with at all times.
- 2.14 Where the Supplier is aware that a Temporary Worker is or becomes pregnant, the Supplier shall ensure that the Customer is immediately made aware of this. This is to ensure that the Temporary Worker is not exposed to any working conditions which could cause risk to either her or her unborn child.
- 2.15 The Supplier shall advise the Temporary Worker of the Customer's expected standards of behaviour whilst on Assignment. The Supplier shall advise the Temporary Worker that:

At all times the Temporary Worker must:

- 2.15.1 conduct themselves in an appropriate and professional manner;
- 2.15.2 keep Customer Confidential Information confidential and this shall for the avoidance of doubt include any information received about patients or clients;
- 2.15.3 be honest and act with integrity;
- 2.15.4 abide by the WTR 1998.

Prior to the Assignment the Temporary Worker must:

- 2.15.5 keep the Supplier informed of their availability;
- 2.15.6 declare to the Supplier that they are fit to work at that time, i.e. including, but not limited to, declaring that they are not suffering from any medical conditions which would prevent them being supplied for hire in accordance with the Customer's policies and procedures;
- 2.15.7 keep mandatory training up to date;
- 2.15.8 inform the Supplier as soon as they can if unable to attend a booked Assignment.

On arrival at the Assignment the Temporary Worker must:

- 2.15.9 be punctual and ready to commence work at the start of the Assignment;
- 2.15.10 present himself in a professional manner in line with the local uniform policy or dress code for the Customer;
- 2.15.11 identify at the direction of the Customer, who their supervisor is and what their duties will be on the Assignment;
- 2.15.12 orientate themselves to the environment for their safety and those around them;
- 2.15.13 wear a valid photo ID and confirm their identity with the supervisor.

During the Assignment the Temporary Worker must:

- 2.15.14 work as directed by the supervisor and follow all requests, instructions, policies, procedures, standards and rules of the Customer.
- 2.15.15 adhere to the Customer's health and safety requirements at all times and work within the Customer's culture and values.
- 2.15.16 work collaboratively and communicate effectively with the Customer's own staff;
- 2.15.17 treat all people they interact with as part of their duties with dignity, courtesy, respect and with due regard to their age, gender, race, religion, physical and mental condition;
- 2.15.18 only undertake work and tasks that the Temporary Worker is competent to do. Where the Temporary Worker needs to do something that they are not competent to do, they must inform the person supervising him;
- 2.15.19 move to a different area during the Assignment if asked to do so by the Customer, making the Customer aware if they are concerned that they may not be competent to work in the new area;
- 2.15.20 report all complaints, incidents or accidents witnessed to their supervisor, and if they is involved or affected they must also report this to the Supplier;
- 2.15.21 report to the supervisor in the workplace or the Supplier any concerns regarding possible fraud;
- 2.15.22 report to the supervisor in the workplace or the Supplier if they are being treated unfairly or inappropriately during the Assignment;
- 2.15.23 not misuse or abuse their authority in connection with the discharge of the Assignment;
- 2.15.24 not act in a manner likely to bring disrepute upon the Customer including, but not limited to, unlawfully discriminating or engaging in any form of physical or verbal

abuse, threatening behaviour, harassment/bullying or otherwise being uncivil to persons encountered in the course of the Assignment.

At the end of the Assignment he/she must:

- 2.15.25 hand over work to their supervisor, or the person taking over from him and report any adverse incidents that have occurred;
- 2.15.26 where required by the Customer, make accurate and legible records before they leave, printing their name, role and identifying themselves as a Temporary Worker;
- 2.15.27 return any property or other resources obtained during the course of the Assignment;
- 2.15.28 not falsify records, timesheets, expenses or attempt to defraud the Customer in any way;
- 2.15.29 complete the timesheet accurately and thoroughly and get it signed by the Customer's appropriate representative.
- 2.16 If any shortcomings are identified in the Temporary Worker's performance during the term of the Assignment, the Supplier shall take appropriate action to remedy the shortcomings identified in agreement with the Hiring Manager.
- 2.17 Any serious misconduct and/or poor performance by the Temporary Worker during the Assignment will be conveyed to the Supplier by the Customer (where appropriate in the first instance, verbally and subsequently In Writing, by means of a Confidential Reference). The Supplier will, if so requested by the Customer, immediately terminate the Assignment concerned and the Customer will not be liable for the termination or any consequences flowing from it.
- 2.18 Following any serious misconduct and/or poor performance by the Temporary Worker the Supplier shall comply with the Customer's requirements with regards to attendance at Customer hearings and the implementation of any decisions including referrals to third-party bodies. For the avoidance of doubt, third party bodies shall include any relevant Professional and Regulatory body, HMRC, the Police, Home Office and UKBA.

### **Compliance with relevant policy and legislation**

- 2.19 The Supplier shall comply in all respects with all current as well as future legislation, regulations, guidelines, standards and codes of practice relevant to the Supplier and the provision of the Services.
- 2.20 Where the provisions of any such legislation referred to in paragraph 5.23 above are implemented by the use of voluntary agreements or codes of practice, the Supplier shall comply with such agreements or codes of practice as if they were incorporated into Law.

2.21 If future Safeguarding and Employment Checks as detailed in this section 5 are updated and impose more onerous obligations on the Customer and the Supplier, it is acknowledged that the more onerous obligations will apply to the provision of the Services notwithstanding the provisions of the Call-Off Agreement.

### **Agency Worker Regulations 2010 (“AWR”)**

2.22 The AWR give Temporary Workers the entitlement to the same or no less favourable treatment for basic employment and working conditions, if they complete a Qualifying Period of twelve (12) weeks in a particular job. The Parties acknowledge that the AWR may apply to the Temporary Worker’s Assignment with the Customer. Guidance is available on the Department for Business innovation & Skills website:

<http://www.bis.gov.uk/assets/biscore/employment-matters/docs/a/11-949-agency-workers-regulations-guidance.pdf>

### **IR35 legislation**

2.23 The aim of the legislation is to eliminate the avoidance of tax and NICs through the use of intermediaries such as personal service companies, in circumstances where an individual worker would otherwise:

2.23.1 For tax purposes, be regarded as an employee of the client; and

2.23.2 For NICs purposes, be regarded as employed in employed earner’s employment by the client

2.24 The Supplier shall ensure that the Temporary Workers are aware of their legal obligation to comply with the requirements of IR35. General guidance to IR35 legislation may be found on the following HMRC website:

[http://www.hmrc.gov.uk/leaflets/guide\\_limitcomp.htm](http://www.hmrc.gov.uk/leaflets/guide_limitcomp.htm)

### **Security Requirement and Data Access**

2.25 The Supplier shall ensure that the Temporary Worker complies with all APHA security requirements. If for example, the Temporary Worker does not have or persistently fails to carry and display their valid ID badge so that it is clearly visible at all times, then the Customer will adopt its on-site security policy and procedures. For example, the Customer may request that the Temporary Worker immediately produces his valid identification badge or instruct the Temporary Worker to leave the Assignment and the Customer’s premises immediately.

2.26 The Customer may at its discretion authorise Temporary Workers to gain access to certain computer systems and certain programs and data within those systems whilst on an Assignment with the Customer. The Supplier shall advise the Temporary Worker that whilst on the Assignment with the Customer they should not attempt to gain access to data or programs to which authorisation has not been given.

- 2.27 The Supplier shall ensure that the Temporary Worker is aware that whilst on the Assignment they must at all times when using such computer systems:
- 2.27.1 observe the Customer's computer security instructions in respect of the proper use and protection of any password used in connection with such computer systems or any computer, DVD/CD ROM disk, removable hard drive or any other device for the storage and transfer of data or programs;
  - 2.27.2 not load any program into any computer via disk, typing, electronic data transfer or any other means;
  - 2.27.3 not access any other computer or bulletin board or information service (including, without limitation, the Internet) except with specific prior consent of the Customer or as the case be from the Customer's representative; and
  - 2.27.4 not download any files or connect any piece of computer equipment to any network or other item of computer equipment except with the prior consent of the Customer or the Customer's representative;
- 2.28 The Supplier shall advise the Temporary Worker of their need to comply with any relevant security measures and procedures of the Customer, relating to the Customer's premises, whilst on the Assignment.
- 2.29 The Customer will provide copies of its written security procedures to the Supplier on request.
- 2.30 The Customer shall reserve the right to carry out any physical searches of the Temporary Worker's possessions or of vehicles used by them at the Customer's premises in line with Customer's standard policies and procedures. The Customer (or any person responsible to the Customer for security matters on its behalf) shall comply at all times with the Human Rights Act 1998 when carrying out such searches.
- 2.31 The Supplier shall co-operate with any investigation relating to security carried out by the Customer (or any person responsible to the Customer for security matters on its behalf) and when required by the Customer (or any person responsible to the Customer for security matters on its behalf) shall:
- 2.31.1 use best endeavours to make the Temporary Worker available to be interviewed by the Customer (or any person responsible to the Customer for security matters on its behalf) for the purposes of the investigation. The Temporary Worker shall have the right to be accompanied by a Supplier's representative and to be advised, or represented by any other person whose attendance at the interview is approved and acceptable to the Customer and the Supplier; and
  - 2.31.2 subject to any legal restriction on their disclosure, provide all documents, records or other material of any kind which may be required by the Customer (or any person responsible to the Customer for security matters on its behalf) for the purposes of the investigation so long as the provision of that material does not prevent the Supplier from performing the Services.

- 2.32 The Customer shall have the right to retain any such material referred to in paragraph 2.30.2 for use in connection with the investigation and shall provide the Supplier with a copy of the material retained.
- 2.33 The Supplier shall advise the Temporary Worker that they are required to adhere to the Customer's policies and procedures including: fire, health and safety requirements, on-site security, information security, crash call procedures, 'hot-spot mechanisms' and 'violent episode policies', control of cross infection and notifiable diseases, manual handling and matters of discipline etc.
- 2.34 The Supplier shall advise the Temporary Worker that any Customer Confidential Information gained during the Assignment must remain confidential at all times.
- 2.35 If required by the Customer, the Supplier shall ensure that the Temporary Worker signs a confidentiality agreement provided by the Contract Manager, prior to the commencement of the Assignment. This signed confidentiality agreement must be filed with the Temporary Worker's personnel records.
- 2.36 The Supplier agrees and acknowledges that the standard of dress and hygiene of the Temporary Worker whilst on the Assignment shall be in accordance with the Customer's policies, procedures and standards. The Customer reserves the right to require a change in dress of the Temporary Worker where appropriate. In the event that the Temporary Worker is required to wear PPE as part of their Assignment, it will be the responsibility of the Supplier to ensure that he is given the PPE.

### **3 COMPLAINTS AND WHISTLEBLOWING POLICY**

#### **Customer Complaints Policy**

- 3.1 This section describes the mandatory requirements for managing complaints that the Supplier is obligated to fulfil as part of the delivery of the supply of Temporary Workers. Suppliers should read this information in conjunction with clause 19 (Dispute Resolution) of the Contract.
- 3.2 Where the Customer wishes to make a complaint about the provision of the Services, the Supplier shall operate a clear and written complaints procedure for handling such complaints, omissions and oversights and make this available to the Customer.
- 3.3 Complaints made by the Customer shall be acknowledged by the Supplier within three (3) Working Days of the details of the complaint being received by the Supplier. The complaint shall be resolved by the Supplier within one (1) month, or where the Authority agrees In Writing when a satisfactory resolution has been agreed which is mutually acceptable to both parties if the complaint requires further investigation.

- 3.4 The Supplier shall provide comprehensive reports on all complaints to the Customer on a monthly basis or as requested. These reports shall include the date the complaint was received and resolved, complainant contact details, the nature of the complaint and actions agreed and taken to resolve the complaint.

### **Whistle-Blowing Policy**

- 3.5 The Supplier shall have a policy which demonstrates its commitment to creating a climate of openness within its organisation by creating a positive environment in which employees and related third parties can raise concerns about wrong doing and without fear of reprisal.
- 3.6 The Public Interest Disclosure Act 1998 (the Act) states that, in general, workers should be able to make disclosures about wrongdoing to their employer, so that problems can be identified and resolved quickly within organisations. The Act gives legal protection to those who make certain types of disclosures.
- 3.7 A guide to the Act can be found on the Public Concern at Work (whistleblowing charity) external website at the link below:  
<http://www.pcaw.org.uk/guide-to-pida>
- 3.8 Suppliers will ensure that the relevant policy is incorporated into their staff handbook.

### SCHEDULE 3 - PROCESSING, PERSONAL DATA AND DATA SUBJECTS

1. This Schedule shall be completed by the Customer, who may take account of the view of the Contractor, however the final decision as to the content of this Schedule shall be with the Customer at its absolute discretion.
2. The contact details of the Customer Data Protection Officer are:
3. The contact details of the Contractor Data Protection Officer are:
4. The Contractor shall comply with any further written instructions with respect to processing by the Customer.
5. Any such further instructions shall be incorporated into this Schedule.

Data Processing descriptor	Narrative
Identity of the Controller and Processor	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 13.1.
Subject matter of the processing	Services of a Veterinary nature are provided to government across England, Northern Ireland, Scotland and Wales. These involve Veterinary and other personnel to conduct reactive and pro-active operations, to prevent diseases through research or rapidly control and minimise the impact of diseases in the event of an outbreak
Duration of the processing	04/03/2019 to 04/10/2019 and any subsequent extension period, if notified.
Nature and purposes of the processing	Data will be collected and stored in relation to the following contract objectives:  The provision of Veterinary personnel who are members of the RCVS to join their workforce for variable periods of time to cover staff shortages, peaks of work or to undertake specific activities which are not suitable for outsourcing.
Type of Personal Data	Names and addresses of personnel/farms/premises and telephone numbers

<p>Categories of Data Subject</p>	<p>Veterinary personnel</p>
<p>Plan for return and destruction of the data once the processing is complete</p> <p>UNLESS requirement under union or member state law to preserve that type of data</p>	<p>In accordance with data provisions within the Contract dated 22/02/2019 if applicable, or the Defra document disposal policy for contracts – 6 years after the end of the contract.</p>