

## S1 - PRECEDENT CONTRACT FOR THE PURCHASE OF SERVICES

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#### SECTION A

This Contract (DDaT22251) is dated 17<sup>th</sup> June 2022.

#### Parties

- (1) **Department for Business, Energy & Industrial Strategy**, 1 Victoria Street, London, SW1H 0ET, United Kingdom (**The Contracting Authority**).
- (2) **Evenbreak**, a company incorporated and registered in the UK with company number 07682750 and registered VAT number GB 175722982; whose registered office is at 402 Metro Central Heights, 119 Newington Causeway, Elephant and Castle, Southwark, London, SE1 6DX (**the Supplier**).

#### Background

The Contracting Authority wishes the Supplier to supply, and the Supplier wishes to supply, the Services (as defined below) in accordance with the terms of the Contract (as defined below).

#### A1 Interpretation

A1-1 **Definitions.** In the Contract (as defined below), the following definitions apply:

**Agent:** Where UK Shared Business Services is not the named Contracting Authority is Parties (1), UK SBS has been nominated as agent on behalf of the Contracting Authority and therefore all communications both written and verbal will be received as issued by the Contracting Authority.

**Associated Bodies and Authorised Entities:** Associated Bodies and Authorised Entities include but are not limited to The Science and Technology Facilities Council, The Medical Research Council, The Engineering and Physical Sciences Research Council, The Economic and Social Research Council, The Natural Environment Research Council, The Arts and Humanities Research Council, The Biotechnology and Biological Sciences Research Council, UK SBS Ltd, Central Government Departments and their Agencies, Non Departmental Public Bodies, NHS bodies, Local Authority's, Voluntary Sector Charities, and/or other private organisations acting as managing agents or procuring on behalf of these UK bodies. Further details of these organisations can be found at: <http://www.ukpbs.co.uk/services/procure/contracts/Pages/default.aspx>

**Business Day:** a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business.

**Charges:** the charges payable by the Contracting Authority for the supply of the Services in accordance with clause B4.

**Commencement:** the date and any specified time that the Contract starts

**Conditions:** the terms and conditions set out in this document as amended from time to time in accordance with clause C7-11.

**Confidential Information:** any confidential information, knowhow and data (in any

form or medium) which relates to UK SBS, the Contracting Authority or the Supplier, including information relating to the businesses of UK SBS, the Contracting Authority or the Supplier and information relating to their staff, finances, policies and procedures. This includes information identified as confidential in the Order or the Special Conditions (if any).

**Contract:** the contract between the Contracting Authority and the Supplier for the supply of the Services, in accordance with these Conditions, any Special Conditions and the Order only.

**Contracting Authority:** Department for Business, Energy & Industrial Strategy, as specified at Section A (1) and any replacement or successor organisation.

**Delivery Date (Services):** the date or dates specified in the Order when the Services shall commence as set out in the Order and until the end date specified in the Order

**Deliverables:** all Documents, products and materials developed by the Supplier or its agents, contractors and employees as part of or in relation to the Services in any form, including computer programs, data, reports and specifications (including drafts).

**Document:** includes, in addition to any document in writing, any drawing, map, plan, diagram, design, picture or other image, tape, disk or other device or record embodying information in any form.

**EIR:** The Environmental Information Regulations 2004 together with any guidance and/or codes of practice issues by the Information Commissioner or relevant government department in relation to such regulations.

**FOIA:** The Freedom of Information Act 2000 and any subordinate legislation made under the Act from time to time, together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such legislation.

**GDPR:** The General Data Protection Regulations as amended from time to time.

**Information:** has the meaning given under section 84 of FOIA.

**Intellectual Property Rights:** all patents, rights to inventions, utility models, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

**Order:** the Contracting Authority's order for the Services, as set out in the Contracting Authority's completed purchase order form (including any Specification) which is in the format of the pro forma order form attached at Schedule 2. For the avoidance of doubt, if the Contracting Authority's purchase order form is not in the format of the pro forma order form at Schedule 2, it will not constitute an Order.

**Public Body:** any part of the government of the United Kingdom including but not limited to the Northern Ireland Assembly and Executive Committee, the Scottish Executive and the National Assembly for Wales, local authorities, government ministers and government departments and government agencies.

**Request for Information:** a request for Information or an apparent request under FOIA or EIR.

**Scheme Effective Date:** the date on which the United Kingdom Research and Innovation become a legal entity.

**Services:** The Services, including without limitation any Deliverables, Deliverables and Supplies required to complete the Services, to be provided by the Supplier under the Contract as set out in the Order.

**Special Conditions:** the special conditions (if any) set out in Schedule 1.

**Specification:** any specification for the Services or Supplies, including any related plans and drawings that is supplied to the Supplier by the Contracting Authority, or produced by the Supplier and agreed in writing by the Contracting Authority.

**Supplier or Suppliers:** the parties to the contract as named in Section A (2).

**Supplies:** any such thing that the Supplier is required to Deliver, that does not require or include Services or Deliverables

**Supplier's Associate:** any individual or entity associated with the Supplier including, without limitation, the Supplier's subsidiary, affiliated or holding companies and any employees, agents or contractors of the Supplier and / or its subsidiary, affiliated or holding companies or any entity that provides Services for or on behalf of the Supplier.

**TUPE:** The Transfer of Undertakings (Protection of Employment) Regulations 2006 as amended or replaced from time to time.

**UKRI:** UK Research Council and Innovation, established as a body corporate in accordance with the Higher Education and Research Act 2017.

**UK SBS:** UK Shared Business Services Limited (a limited company registered in England and Wales with company number 06330639). Where UK SBS is not named as the Contracting Authority within section A (1), UK SBS will be acting as an agent on behalf of the Contracting Authority.

**Working Day:** any Business Day excluding 27, 28, 29, 30 and 31 December in any year.

A1-2 **Construction.** In the Contract, unless the context requires otherwise, the following rules apply:

A1-2-1 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

A1-2-2 A reference to a party includes its personal representatives, successors or permitted assigns.

A1-2-3 A reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.

A1-2-4 Any phrase introduced by the terms **including, include, in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

A1-2-5 The headings in these Conditions are for ease of reference only and do not affect the interpretation or construction of the Contract.

A1-2-6 A reference to **writing** or **written** includes faxes and e-mails.

## **A2 Basis of contract**

A2-1 Where UK SBS is not the Contracting Authority, UK SBS is the agent of the Contracting Authority for the purpose of procurement and is authorised to negotiate

and enter into contracts for the supply of Services on behalf of the Contracting Authority. UK SBS will not itself be a party to, nor have any liability under, the Contract unless it is expressly specified as Contracting Authority in the Order.

- A2-2 The terms of this Contract, any Special Conditions and the Order apply to the Contract to the exclusion of all other terms and conditions, including any other terms that the Supplier seeks to impose or incorporate (whether in any quotation, confirmation of order, in correspondence or in any other context), or which are implied by trade, custom, practice or course of dealing.
- A2-3 If there is any conflict or inconsistency between the terms of this Contract, the Special Conditions (if any) and the Order (including any Specification), the terms of the Contract will prevail over the Special Conditions and the Special Conditions will prevail over the Order (including any Specification), in each case to the extent necessary to resolve that conflict or inconsistency.
- A2-4 The Order constitutes an offer by the Contracting Authority to purchase the Services in accordance with this Contract (and any Special Conditions). This offer shall remain valid for acceptance by the Supplier, in accordance with clause A2-5, for 28 days from the date of the Order. Notwithstanding that after 28 days the offer will have expired, the Contracting Authority may, at its discretion, nevertheless treat the offer as still valid and may elect to accept acceptance by the Supplier, in accordance with clause A2-5, as valid acceptance of the offer.
- A2-5 Subject to clause A2-4, the Order shall be deemed to be accepted on the date on which authorised representatives of both parties have signed a copy of this Contract, at which point the Contract shall come into existence. The Contract shall remain in force until all the parties' obligations have been performed in accordance with the Contract, at which point it shall expire, or until the Contract has been terminated in accordance with clause A3.

### **A3 Termination**

- A3-1 The Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority may terminate the Contract in whole or in part at any time before the Services are provided with immediate effect by giving the Supplier written notice, whereupon the Supplier shall discontinue all work on the Contract. The Contracting Authority shall pay the Supplier fair and reasonable compensation for work-in-progress at the time of termination, but such compensation shall not include loss of anticipated profits or any consequential loss. The Supplier shall have a duty to mitigate its costs and shall on request provide proof of expenditure for any compensation claimed.
- A3-2 The Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority may terminate the Contract with immediate effect by giving written notice to the Supplier if:
- A3-2-1 the circumstances set out in clauses B2-1-1, C3 or C4-1 apply;
  - A3-2-2 the Supplier breaches any term of the Contract and (if such breach is remediable) fails to remedy that breach within 30 days of being notified in writing of the breach; or
  - A3-2-3 the Supplier suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986, or (being a partnership) has any partner to whom any of the foregoing apply; or

- A3-2-4 the Supplier commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors; or
- A3-2-5 (being a company) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Supplier; or
- A3-2-6 (being an individual) the Supplier is the subject of a bankruptcy petition or order; or
- A3-2-7 a creditor or encumbrancer of the Supplier attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days; or
- A3-2-8 (being a company) an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the Supplier; or
- A3-2-9 (being a company) a floating charge holder over the Supplier's assets has become entitled to appoint or has appointed an administrative receiver; or
- A3-2-10 a person becomes entitled to appoint a receiver over the Supplier's assets or a receiver is appointed over the Supplier's assets; or
- A3-2-11 any event occurs, or proceeding is taken, with respect to the Supplier in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause A3-2-3 to clause A3-2-10 inclusive; or
- A3-2-12 there is a change of control of the Supplier (within the meaning of section 1124 of the Corporation Tax Act 2010); or
- A3-2-13 the Supplier suspends, or threatens to suspend, or ceases or threatens to cease to carry on, all or substantially the whole of its business; or
- A3-2-14 the Supplier's financial position deteriorates to such an extent that in the Contracting Authority's opinion the Supplier's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy; or
- A3-3 Termination of the Contract, however arising, shall not affect any of the parties' rights and remedies that have accrued as at termination. Clauses which expressly or by implication survive termination or expiry of the Contract shall continue in full force and effect.
- A3-4 Without prejudice to clause A3-3, clauses B1, B2, B5, B6, B7, B8, B9, C1, C2, C3, C4, C6 and C7 shall survive the termination or expiry of the Contract and shall continue in full force and effect.
- A3-5 Upon termination or expiry of the Contract, the Supplier shall immediately:
- A3-5-1 cease all work on the Contract;
- A3-5-2 Deliver to the Contracting Authority all Deliverables and all work-in-progress whether or not then complete. If the Supplier fails to do so, then the Contracting Authority may enter the Supplier's premises and take possession of them. Until they have been returned or delivered, the Supplier shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Contract;
- A3-5-3 cease use of and return (or, at the Contracting Authority's or UK SBS's acting as an agent on behalf of the Contracting Authority's election, destroy)

all of the Contracting Authority's Materials in the Supplier's possession or control; and

A3-5-4 Cease all use of, and delete all copies of, UK SBS's or the Contracting Authority's or UK SBS's confidential information.

A3-6 The Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority may terminate the Contract by written notice to the Supplier in any of the following circumstances:

A3-6-1 Where it considers that the Contract has been subject to a substantial modification which would have required a new procurement procedure in accordance with Regulation 72(9) of the Public Contracts Regulations 2015 ("PCR 2015");

A3-6-2 Where it considers that the Supplier has at the time of the award of the Contract been in one of the situations referred to in Regulation 57(1) of the PCR 2015, including as a result of the application of regulation 57(2), and should therefore have been excluded from the procurement procedure;

A3-6-3 Where the Contract should not have been awarded to the Supplier in view of a serious infringement of the obligations under the EU Treaties and Directive 2014/24/EU of the European Parliament and of the Council that has been declared by the Court of Justice of the European Union in a procedure under Article 258 of the TFEU;

A3-6-4 Where the European Commission sends a reasoned opinion to the United Kingdom or brings the matter before the Court of Justice of the European Union under Article 258 of the TFEU alleging that the Contract should not have been awarded to the Supplier in view of a serious infringement of the obligations under the Treaties and Directive 2014/24/EU of the European Parliament and of the Council; or

A3-6-5 Where a third party starts court proceedings against the Contracting Authority seeking a declaration that the Contract is ineffective or should be shortened under Regulations 98 to 101 of the PCR 2015, which the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority considers to have a reasonable prospect of success.

A3-6-6 Such termination shall be effective immediately or at such later date as is specified in the notice. The Contracting Authority shall not incur any liability to the Supplier by reason of such termination and shall not be required to pay any costs, losses or damage to the Supplier. Termination under this clause shall be without prejudice to any other rights of the Contracting Authority.

A3-7 The Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority shall at any time have the right for convenience to terminate the Contract or reduce the quantity of Services to be provided by the Supplier in each case by giving to the Supplier no more than 90-days' written notice. During the period of notice the Contracting Authority may direct the Supplier to perform all or any of the work under the Contract. Where the Contracting Authority has invoked either of these rights, the Supplier may claim reasonable costs necessarily and properly incurred by him as a result of the termination or reduction, excluding loss of profit, provided that the claim shall not exceed the total cost of the Contract. The Supplier shall have a duty to mitigate its costs and shall on request provide proof of expenditure for any compensation claimed

## SECTION B

### B1 Supply of Services

- B1-1 The Supplier shall from the date set out in the Contract and until the end date specified in the Contract provide the Services to the Contracting Authority in accordance with the terms of the Contract.
- B1-2 The Supplier shall meet any performance dates for the Services (including the delivery of Deliverables) specified in the Order (including any Special Conditions and any applicable Specification) or notified to the Supplier by the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority.
- B1-3 In providing the Services, the Supplier shall:
  - B1-3-1 co-operate with the Contracting Authority in all matters relating to the Services, and comply with all instructions of the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority;
  - B1-3-2 perform the Services with the best care, skill and diligence in accordance with best practice in the Supplier's industry, profession or trade
  - B1-3-3 use personnel who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled in accordance with this Contract;
  - B1-3-4 ensure that the Services and Deliverables will conform with all descriptions and specifications set out in the Contract (including any Special Conditions and any applicable Specification), and that the Deliverables shall be fit for any purpose expressly or impliedly made known to the Supplier by the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority;
  - B1-3-5 provide all equipment, tools and vehicles and such other items as are required to provide the Services;
  - B1-3-6 use the best quality Supplies, materials, standards and techniques, and ensure that the Deliverables, and all Supplies and materials supplied and used in the Services or transferred to the Contracting Authority, will be free from defects in workmanship, installation and design;
  - B1-3-7 obtain and at all times maintain all necessary licences and consents, and comply with all applicable laws and regulations;
  - B1-3-8 observe all health and safety rules and regulations and any other security requirements that apply at any of the Contracting Authority's premises; and
  - B1-3-9 Not do or omit to do anything which may cause the Contracting Authority to lose any licence, authority, consent or permission on which it relies for the purposes of conducting its business, and the Supplier acknowledges that the Contracting Authority may rely or act on the Services.
- B1-4 The Contracting Authority's rights under the Contract are without prejudice to and in addition to the statutory terms implied in favour of the Contracting Authority under the Supply of Goods and Services Act 1982 and any other applicable legislation.
- B1-5 Without prejudice to the Contracting Authority's statutory rights, the Contracting Authority will not be deemed to have

accepted any Deliverables until the Contracting Authority has had at least 14 Working Days after delivery to inspect them and the Contracting Authority also has the right to reject any Deliverables as though they had not been accepted for 14 Working Days after any latent defect in the Deliverables has become apparent.

B1-6 If, in connection with the supply of the Services, the Contracting Authority permits any employees or representatives of the Supplier to have access to any of the Contracting Authority's premises, the Supplier will ensure that, whilst on the Contracting Authority's premises, the Supplier's employees and representatives comply with:

B1-6-1 all applicable health and safety, security, environmental and other legislation which may be in force from time to time; and

B1-6-2 any Contracting Authority policy, regulation, code of practice or instruction relating to health and safety, security, the environment or access to and use of any Contracting Authority` laboratory, facility or equipment which is brought to their attention or given to them whilst they are on Contracting Authority's premises by any employee or representative of the Contracting Authority's.

B1-7 The Supplier warrants that the provision of Services shall not give rise to a transfer of any employees of the Supplier or any third party to the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority pursuant to TUPE.

## **B2 Contracting Authority Remedies**

B2-1 If the Supplier fails to perform the Services by the applicable dates (8-months, 1-year and 18-months) as stated in the Specification in Schedule 3, the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority shall, without limiting its other rights or remedies, have one or more of the following rights:

B2-1-1 to terminate the Contract with immediate effect by giving written notice to the Supplier;

B2-1-2 to refuse to accept any subsequent performance of the Services (including delivery of Deliverables) which the Supplier attempts to make;

B2-1-3 to recover from the Supplier any costs incurred by the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority in obtaining substitute Services from a third party;

B2-1-4 where the Contracting Authority has paid in advance for Services that have not been provided by the Supplier, to have such sums refunded by the Supplier; or

B2-1-5 To claim damages for any additional costs, loss or expenses incurred by the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority which are in any way attributable to the Supplier's failure to meet such dates.

B2-2 These Conditions shall extend to any substituted or remedial Services provided by the Supplier.

B2-3 The Contracting Authority's rights under this Contract are in addition to its rights and remedies implied by statute and



common law.

### **B3 Contracting Authority Obligations**

B3-1 The Contracting Authority shall:

B3-1-1 provide the Supplier with reasonable access at reasonable times to the Contracting Authority's premises for the purpose of providing the Services; and

B3-1-2 Provide such information to the Supplier as the Supplier may reasonably request and the Contracting Authority considers reasonably necessary for the purpose of providing the Services.

### **B4 Charges and Payment**

B4-1 The Charges for the Services shall be set out in the Order and shall be the full and exclusive remuneration of the Supplier in respect of the performance of the Services. Unless otherwise agreed in writing by the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority, the Charges shall include every cost and expense of the Supplier directly or indirectly incurred in connection with the performance of the Services.

B4-2 Where the Order states that the Services are to be provided on a time and materials basis, the Charges for those Services will be calculated as follows:

B4-2-1 the charges payable for the Services will be calculated in accordance with the Supplier's standard daily fee rates (as at the date of the Order), subject to any discount specified in the Order;

B4-2-2 the Supplier's standard daily fee rates for each individual person will be calculated on the basis of an eight-hour day worked between such hours and on such days as are agreed by the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority and the Supplier;

B4-2-3 the Supplier will not be entitled to charge pro-rata for part days without the prior written consent of the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority;

B4-2-4 the Supplier will ensure that every individual whom it engages to perform the Services completes time sheets recording time spent on the Services and the Supplier will use such time sheets to calculate the charges covered by each invoice and will provide copies of such time sheets to the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority upon request; and

B4-2-5 the Supplier will invoice the Contracting Authority monthly in arrears for its charges for time, as well as any previously agreed expenses and materials for the month concerned calculated as provided in this clause B4-2 and clause B4-3

B4-3 The Contracting Authority will reimburse the Supplier at cost for all reasonable travel, subsistence and other expenses incurred by individuals engaged by the Supplier in providing the Services to the Contracting Authority provided that the Contracting Authority's prior written approval is obtained before incurring any such expenses, that all invoices for such expenses are accompanied by valid receipts and provided that the Supplier complies at all times with

Contracting Authority's expenses policy from time to time in force.

- B4-4 The Supplier shall invoice the Contracting Authority on completion of the Services. Each invoice shall include such supporting information required by the Contracting Authority to verify the accuracy of the invoice, including but not limited to the relevant purchase order number.
- B4-5 In consideration of the supply of the Services by the Supplier, the Contracting Authority shall pay the invoiced amounts within [30] days of the date of a correctly rendered invoice. Payment shall be made to the bank account nominated in writing by the Supplier unless the Contracting Authority agrees in writing to another payment method.
- B4-6 All amounts payable by the Contracting Authority under the Contract are exclusive of amounts in respect of value added tax chargeable for the time being (**VAT**). Where any taxable supply for VAT purposes is made under the Contract by the Supplier to the Contracting Authority, the Contracting Authority shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of the Services at the same time as payment is due for the supply of the Services.
- B4-7 The Supplier shall maintain complete and accurate records of the time spent and materials used by the Supplier in providing the Services and shall allow the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority to inspect such records at all reasonable times on request.
- B4-8 The Supplier shall not be entitled to assert any credit, set-off or counterclaim against the Contracting Authority in order to justify withholding payment of any such amount in whole or in part. The Contracting Authority may, without limiting any other rights or remedies it may have, set off any amount owed to it by the Supplier against any amounts payable by it to the Supplier under the Contract.
- B4-9 The Supplier acknowledges and agrees that it will pay correctly rendered invoices from any of its suppliers or other sub-contractors within 30 days of receipt of the invoice.

## **B5 Contracting Authority Property**

- B5-1 The Supplier acknowledges that all information (including confidential information), equipment and tools, drawings, specifications, data, software and any other materials supplied by the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority to the Supplier (**Contracting Authority's Materials**) and all rights in the Contracting Authority's Materials are and shall remain at all times the exclusive property of the Contracting Authority and UK SBS (as appropriate). The Supplier shall keep the Contracting Authority's Materials in safe custody at

its own risk, maintain them in good condition until returned to the Contracting Authority or UK SBS, and not dispose or use the same other than for the sole purpose of performing the Supplier's obligations under the Contract and in accordance with written instructions or authorisation from the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority.

**B6 Intellectual Property Rights - Not used.**

**B7 Indemnity**

B7-1 The Supplier shall indemnify, and shall keep indemnified the Contracting Authority and UK SBS acting as an agent on behalf of the Contracting Authority, in full against all costs, expenses, damages and losses (whether direct or indirect), including any interest, fines, legal and other professional fees and expenses awarded against or incurred or paid by the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority as a result of or in connection with:

B7-1-1 any claim made against the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority by a third party arising out of, or in connection with, the supply of the Services, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of the Contract by the Supplier, its employees, agents or subcontractors; and

B7-1-2 any claim brought against the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority for actual or alleged infringement of a third party's Intellectual Property Rights arising out of, or in connection with, the receipt, use or supply of the Services; and

B7-1-3 Any claim whether in tort, contract, statutory or otherwise, demands, actions, proceedings and any awards arising from a breach by the Supplier of clause B1-7 of these Conditions.

B7-2 This clause B7 shall survive termination or expiry of the Contract.

**B8 Insurance**

B8-1 During the term of the Contract and for a period of 3 years thereafter, the Supplier shall maintain in force the following insurance policies with reputable insurance companies:

B8-1-1 professional Indemnity insurance for not less than 125% of the contract value per claim;

B8-1-2 public liability insurance for not less than 125% of the contract value per claim (unlimited claims); [and]

B8-1-3 employer liability insurance for not less than 125% of the contract value per claim (unlimited claims); [and]

B8-1-4 product liability insurance for not less than 125% of the contract value for claims arising from any single event and not less than £1 million in aggregate for all claims arising in a year.

B8-1-5 The Supplier shall ensure that the Contracting Authority's interest is noted on each insurance policy, or that a generic interest clause has been included.

- B8-2 On request from the Contracting Authority's or UK SBS acting as an agent on behalf of the Contracting Authority, the Supplier shall provide the Contracting Authority or UK SBS with copies of the insurance policy certificates and details of the cover provided.
- B8-3 The Supplier shall ensure that any subcontractors also maintain adequate insurance having regard to the obligations under the Contract which they are contracted to fulfil.
- B8-4 The Supplier shall:
  - B8-4-1 do nothing to invalidate any insurance policy or to prejudice the Contracting Authority's entitlement under it; and
  - B8-4-2 notify the Contracting Authority if any policy is (or will be) cancelled or its terms are (or will be) subject to any material change.
- B8-5 If the Supplier fails or is unable to maintain insurance in accordance with clause B8-1, the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority may, so far as it is able, purchase such alternative insurance cover as it deems to be reasonably necessary and shall be entitled to recover all reasonable costs and expenses it incurs in doing so from the Supplier.

## **B9 Liability**

- B9-1 In this clause B9, a reference to the Contracting Authority or UK SBS's liability for something is a reference to any liability whatsoever which the Contracting Authority or UK SBS might have for it, its consequences, and any direct, indirect or consequential loss, damage, costs or expenses resulting from it or its consequences, whether the liability arises under the Contract, in tort or otherwise, and even if it results from the Contracting Authority's or UK SBS's negligence or from negligence for which the Contracting Authority's or UK SBS would otherwise be liable.
- B9-2 The Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority is not in breach of the Contract, and neither the Contracting Authority nor UK SBS has any liability for anything, to the extent that the apparent breach or liability is attributable to the Supplier's breach of the Contract.
- B9-3 Subject to clause B9-6, neither the Contracting Authority nor UK SBS acting as agent on behalf of the Contracting Authority shall have any liability for:

B9-3-1 any indirect or consequential loss or damage;

B9-3-2 any loss of business, rent, profit or anticipated savings;

B9-3-3 any damage to goodwill or reputation;

B9-3-4 loss, theft, damage or destruction to any equipment, tools, machinery, vehicles or other equipment brought onto the Contracting Authority's premises by or on behalf of the Supplier; or

B9-3-5 Any loss, damage, costs or expenses suffered or incurred by any third party.

- B9-4 Subject to clause B9-6, the Contracting Authority and UK SBS's total liability shall be limited to the Charges.
- B9-5 Subject to clause B9-6, the Supplier's total liability in connection with the Contract shall be limited to £ 1,000,000.
- B9-6 Nothing in the Contract restricts either the Contracting Authority, UK SBS or the Supplier's liability for:

B9-6-1 death or personal injury resulting from its negligence; or

B9-6-2 its fraud (including fraudulent misrepresentation); or

B9-6-3 Breach of any obligations as to title implied by Section 12 of the Sale of Goods Act 1979 or Section 2 of the Supply of Goods and Services Act 1982.

B9-6-4 Nothing in this contract restricts Supplier liability in regard to breaches of Intellectual Property or GDPR.

## SECTION C

### C1 Confidential Information

**C1-1** A party who receives Confidential Information shall keep in strict confidence (both during the term of the Contract and after its expiry or termination) all Confidential Information which is disclosed to it. That party shall only disclose such Confidential Information to those of its employees, agents or subcontractors who need to know the same for the purpose of discharging that party's obligations under the Contract, and shall ensure that such employees, agents or subcontractors shall keep all such information confidential in accordance with this clause C1. Neither party shall, without the prior written consent of the other party, disclose to any third party any Confidential Information, unless the information:

C1-1-1 was public knowledge or already known to that party at the time of disclosure; or

C1-1-2 subsequently becomes public knowledge other than by breach of the Contract; or

C1-1-3 subsequently comes lawfully into the possession of that party from a third party; or

C1-1-4 Is agreed by the parties not to be confidential or to be disclosable.

**C1-2** To the extent necessary to implement the provisions of the Contract (but not further or otherwise), either party may disclose the Confidential Information to any relevant governmental or other authority or regulatory body, provided that before any such disclosure that party shall make those persons aware of its obligations of confidentiality under the Contract and shall use reasonable endeavours to obtain a binding undertaking as to confidentiality from all such persons.

**C1-3** All documents and other records (in whatever form) containing Confidential Information supplied to or acquired by a party from the other party shall be returned promptly to the other party (or, at the election of the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority, destroyed) on expiry or termination of the Contract, and no copies shall be kept.

### C2 Transparency

**C2-1** The Supplier acknowledges that the United Kingdom Government's transparency agenda requires that contracts, such as the Contract, and any sourcing document, such as the invitation to sourcing, are published on a

designated, publicly searchable website.

**C2-2** The Supplier acknowledges that, except for any information which is exempt from disclosure in accordance with the provisions of FOIA, the content of the Contract is not Confidential Information. The Contracting Authority and or UK SBS acting as an agent on behalf of the Contracting Authority shall be responsible for determining in their absolute discretion whether any of the content of the Contract is exempt from disclosure in accordance with the provisions of FOIA.

**C2-3** Notwithstanding any other term of the Contract, the Supplier hereby consents to the Contracting Authority and or UK SBS acting as an agent on behalf of the Contracting Authority publishing the Contract in its entirety, (but with any information which is exempt from disclosure in accordance with the provisions of FOIA redacted) including from time to time agreed changes to the Contract, to the general public.

### **C3 Force Majeure**

**C3-1** If any event or circumstance that is beyond the reasonable control of the Supplier, and which by its nature could not have been foreseen by the Supplier or, if it could have been foreseen, was unavoidable, (provided that the Supplier shall use all reasonable endeavours to cure any such events or circumstances and resume performance under the Contract) prevent the Supplier from carrying out its obligations under the Contract for a continuous period of more than 10 Business Days, the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority may terminate this Contract immediately by giving written notice to the Supplier

### **C4 Corruption**

**C4-1** The Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority shall be entitled to terminate the Contract immediately and to recover from the Supplier the amount of any loss resulting from such termination if the Supplier or a Supplier's Associate:

C4-1-1 offers or agrees to give any person working for or engaged by the Contracting Authority, UK SBS or any Public Body any favour, gift or other consideration, which could act as an inducement or a reward for any act or failure to act connected to the Contract, or any other agreement between the Supplier and Contracting Authority, or UK SBS or any Public Body, including its award to the Supplier or a Supplier's Associate and any of the rights and obligations contained within it;

C4-1-2 has entered into the Contract if it has knowledge that, in connection with it, any money has been, or will be, paid to any person working for or engaged by the Contracting Authority, or UK SBS or any Public Body by or for the Supplier, or that an agreement has been reached to that effect, unless details of any such arrangement have been disclosed in writing to the Contracting Authority, or UK SBS before the Contract is entered into;

C4-1-3 breaches the provisions of the Prevention of Corruption Acts 1889 to 1916, or the Bribery Act 2010; or

C4-1-4 Gives any fee or reward the receipt of which is an offence under Section 117(2) of the Local Government Act 1972.

**C4-2** For the purposes of clause C4-1, "loss" shall include, but shall not be limited to:

C4-2-1 The Contracting Authority's or UK SBS's costs in finding a replacement supplier;

C4-2-2 direct, indirect and consequential losses; and

C4-2-3 Any loss suffered by the Contracting Authority or UK SBS as a result of a delay in its receipt of the Services.

## **C5 Data Protection**

**C5-1** The Supplier shall comply at all times with all data protection legislation applicable in the UK.

## **C6 Freedom of Information**

**C6-1** The Supplier acknowledges that the Contracting Authority and or UK SBS may be subject to the requirements of FOIA and EIR and shall assist and co-operate with the Contracting Authority and or UK SBS to enable them to comply with its obligations under FOIA and EIR.

**C6-2** The Supplier shall and shall procure that its employees, agents, sub-contractors and any other representatives shall provide all necessary assistance as reasonably requested by the Contracting Authority or UK SBS to enable the Contracting Authority or UK SBS to respond to a Request for Information within the time for compliance set out in section 10 of FOIA or regulation 5 of EIR.

**C6-3** The Contracting Authority and or UK SBS acting as an agent on behalf of the Contracting Authority shall be responsible for determining (in its absolute discretion) whether any Information:

C6-3-1 is exempt from disclosure in accordance with the provisions of FOIA or EIR;

C6-3-2 is to be disclosed in response to a Request for Information,

And in no event shall the Supplier respond directly to a Request for Information unless expressly authorised to do so in writing by the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority.

**C6-4** The Supplier acknowledges that the Contracting Authority and or UK SBS may be obliged under the FOIA or EIR to disclose Information, in some cases even where that Information is commercially sensitive:

C6-4-1 without consulting with the Supplier, or

C6-4-2 Following consultation with the Supplier and having taken its views into account.

**C6-5** Where clause C6-4-2 applies the Contracting Authority and or UK SBS shall, in accordance with any recommendations issued under any code of practice issued under section 45 of FOIA, take reasonable steps, where appropriate, to give the Supplier advanced notice, or failing that, to draw the disclosure to the Supplier's attention as soon as practicable after any such disclosure.

**C6-6** Where the Supplier organisation is subject to the requirements of the FOIA and EIR, C6-7 will supersede C6-2 – C6-5. Where the Supplier organisation is not subject to the requirements of the FOIA and EIR, C6-7 will not apply.

**C6-7** The Contracting Authority and UK SBS acknowledge that the Supplier may be subject to the requirements of the FOIA and EIR and shall assist and co-operate with the Supplier to enable them to comply with its obligations under the FOIA and EIR.

## **C7 General**

### **C7-1 Entire Agreement**

C7-1-1 The Contract constitutes the entire agreement between the Contracting Authority and the Supplier in relation to the supply of the Services and the Contract supersedes any earlier agreements, arrangements and understandings relating to that subject matter.

## **C7-2 Liability**

C7-2-1 Where the Contracting Authority is more than one person, the liability of each such person for their respective obligations and liabilities under the Contract shall be several and shall extend only to any loss or damage arising out of each such person's own breaches.

C7-2-2 Where the Contracting Authority is more than one person and more than one of such persons is liable for the same obligation or liability, liability for the total sum recoverable will be attributed to the relevant persons in proportion to the price payable by each of them under the Contract.

## **C7-3 Assignment and Subcontracting**

C7-3-1 The Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority may at any time assign, transfer, charge, subcontract or deal in any other manner with any or all of its rights or obligations under the Contract.

C7-3-2 The Supplier may not assign, transfer, charge, subcontract or deal in any other manner with any or all of its rights or obligations under the Contract without prior written consent from the Contracting Authority's or UK SBS acting as an agent on behalf of the Contracting Authority.

C7-3-3 For above threshold procurements, The Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority may (without cost to or liability of the Contracting Authority or UK SBS) require the Supplier to replace any subcontractor where in the reasonable opinion of the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority any mandatory or discretionary grounds for exclusion referred to in Regulation 57 of the Public Contracts Regulations 2015 apply to the subcontractors.

## **C7-4 Further Assurance**

C7-4-1 The Supplier will promptly at the request of the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority do (or procure to be done) all such further acts and things, including the execution of all such other documents, as either the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority may from time to time require for the purpose of securing for the Contracting Authority the full benefit of the Contract, including ensuring that all title in the Supplies is transferred absolutely to the Contracting Authority.

## **C7-5 Publicity**

C7-5-1 The Supplier shall not make any press announcements or publicise this Contract in any way without prior written consent from the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority.

C7-5-2 The Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority shall be entitled to publicise this Contract in accordance with any legal obligation upon Contracting Authority or UK SBS, including any examination of this Contract by the National Audit Office pursuant to the National Audit Act 1983 or otherwise.



C7-5-3 The Supplier shall not do anything or cause anything to be done, which may damage the reputation of the Contracting Authority or UK SBS or bring the Contracting Authority or UK SBS into disrepute.

## C7-6 Notices

C7-6-1 Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to:

C7-6-1-a in the case of the Contracting Authority: Department for Business, Energy & Industrial Strategy; Address: *1 Victoria Street, London, SW1H 0ET, United Kingdom*. Email:

[hrgdiversityandinclusion@beis.gov.uk](mailto:hrgdiversityandinclusion@beis.gov.uk) (and a copy of such notice or communication shall be sent to: Procurement – Digital, Data and Technology, **Polaris House, North Star Avenue, Swindon, Wiltshire SN2 1FF**; Email: [ddatprocurement@uksbs.co.uk](mailto:ddatprocurement@uksbs.co.uk) and the Chief Procurement Officer, Polaris House, North Star Avenue, Swindon, Wiltshire SN2 1FF;

C7-6-1-b in the case of the Supplier: the address, fax number and email address set out in the Order, or any other address, fax number or email address which that party may have specified to the other party in writing in accordance with this clause C7-6, and shall be delivered personally, or sent by pre-paid first-class post, recorded delivery, commercial courier, fax or e-mail.

C7-6-2 A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause C7-6-1; if sent by pre-paid first-class post or recorded delivery, at 9.00 am on the second Working Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by fax or e-mail between the hours of 9.00am and 5.00pm on a Working Day, upon successful transmission (provided that the sender holds written confirmation automatically produced by the sender's fax machine of error free and complete transmission of that fax to the other party's fax number), or if sent by fax or e-mail outside the hours of 9.00am and 5.00pm on a Working Day, at 9.00am on the next Working Day following successful transmission (provided that the sender holds written confirmation automatically produced by the sender's fax machine of error free and complete transmission of that fax to the other party's fax number).

C7-6-3 This clause C7-6-3 shall only apply where UK SBS is not the Contracting Authority. In such cases, UK SBS may give or receive any notice under the Contract on behalf of the Contracting Authority and any notice given or received by UK SBS will be deemed to have been given or received by the Contracting Authority.

C7-6-4 Except for clause C7-6-5, The provisions of this clause C7-6 shall not apply to the service of any proceedings or other documents in any legal action.

C7-6-5 The Supplier irrevocably appoints and authorises [TBC] of [TBC] (or such other person, being a firm of solicitors resident in England, as the Supplier may by notice substitute) to accept service on behalf of the Supplier of all legal process, and service on [TBC] (or any such substitute) shall be deemed to be service on the Supplier.

## C7-7 Severance

C7-7-1 If any court or competent authority finds that any provision of the Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or

part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected.

C7-7-2 If any invalid, unenforceable or illegal provision of the Contract would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

**C7-8 Waiver.** A waiver of any right or remedy under the Contract is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

**C7-9 No Partnership, Employment or Agency.** Nothing in the Contract creates any partnership or joint venture, nor any relationship of employment, between the Supplier and either the Contracting Authority or UK SBS. Nothing in the Contract creates any agency between the Supplier and either the Contracting Authority or UK SBS.

**C7-10 Third Party Rights.** A person who is not a party to this Contract shall not have any rights under or in connection with it, except that UK SBS and any member of the UK SBS, Associated Bodies or Authorised Entities that derives benefit under this Contract may directly enforce or rely on any terms of this Contract.

**C7-11 Variation.** Any variation to the Contract, including any changes to the Services, these Conditions, the Special Conditions or the Order, including the introduction of any additional terms and conditions, shall only be binding when agreed in writing by the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority and the Supplier.

#### **C7-12 Governing Law and Jurisdiction.**

C7-12-1 Subject to clause C7-12-2, the Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, English law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.

C7-12-2 The Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority shall be free to enforce its intellectual property rights in any jurisdiction.

#### **C7-13 Modern Slavery Act 2015**

C7-13-1 The Supplier shall not use, or allow its Subcontractors to use, forced, bonded or involuntary prison labour;

C7-13-2 shall not require any Contract or staff or Subcontractor staff to lodge deposits or identify papers with the Employer or deny Supplier staff freedom to leave their employer after reasonable notice;

C7-13-3 warrants and represents that it has not been convicted of any slavery or human trafficking offences anywhere around the world.

C7-13-4 warrants that to the best of its knowledge it is not currently under investigation, inquiry or enforcement proceedings in relation to any allegation of slavery or human trafficking offenses anywhere around the world.

C7-13-5 shall make reasonable enquiries to ensure that its officers, employees and Subcontractors have not been convicted of slavery or human trafficking offences anywhere around the world.

C7-13-6 shall have and maintain throughout the term of each Contract its own policies and procedures to ensure its compliance with the Modern Slavery Act 2015 and shall include in its contracts with its Subcontractors anti-slavery and human trafficking provisions;

C7-13-7 shall implement due diligence procedures to ensure that there is no slavery or human trafficking in any part of its supply chain performing obligations under a Contract;

C7-13-8 shall not use, or allow its employees or Subcontractors to use, physical abuse or discipline, the threat of physical abuse, sexual or other harassment and verbal abuse or other forms of intimidation of its employees or Subcontractors;

C7-13-9 shall not use, or allow its Subcontractors to use, child or slave labour;

C7-13-10 shall report the discovery or suspicion of any slavery or trafficking by it or its Subcontractors to the Contracting Authority without delay during the performance of this Contract to utilise the following help and advice service, so as to ensure that it suitably discharges its statutory obligations.

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

C7-13-11 During the Term or any extension of the Contract, the Contracting Authority is committed to ensuring that its supply chain complies with the above Act.

C7-13-12 The Supplier shall provide a slavery and trafficking report covering the following but not limited to areas as relevant and proportionate to the Contract evidencing the actions taken, relevant to the Supplier and their supply chain associated with the Contract.

C7-13-12-a Impact assessments undertaken

C7-13-12-b Steps taken to address risk/actual instances of modern slavery and how actions have been prioritised

C7-13-12-c Evidence of stakeholder engagement

C7-13-12-d Evidence of ongoing awareness training

C7-13-12-e Business-level grievance mechanisms in place to address modern slavery

C7-13-12-f Actions taken to embed respect for human rights and zero tolerance of modern slavery throughout the organisation

C7-13-13 The Contracting Authority or UK SBS when acting as an agent on behalf of the Contracting Authority reserves the sole right to audit any and all slavery and trafficking reports submitted by the Supplier to an extent as deemed necessary and the Supplier shall unreservedly assist the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority in doing so.

Note: The Contracting Authority also reserves the right to amend or increase the frequency of reporting, as it deems necessary to secure assurance in order to comply with the

Modern Slavery Act.

The Contracting Authority requires such interim assurances to ensure that the Supplier is compliant and is monitoring its supply chain, so as to meet the requirements of the Modern Slavery Act.

The Supplier shall complete and return the slavery and trafficking report to the contact named in the Contract on the anniversary of the Commencement of the Contract.

The Supplier agrees that any financial burden associated with the completion and submission of this report and associated assistance at any time, shall be at the suppliers cost to do so and will not be reimbursable.

#### **C7-14 Changes in Costs Resulting from Changes to Government Legislation, Levies or Statutory Payments**

The Contracting Authority will reimburse during any term or extension (or, where such costs, awards or damages arise following termination/expiry) of this Agreement, any increases in the Supplier's cost of providing the Services by reason of any modification or alteration to the Government legislation duties or levies or other statutory payments (including but not limited to National Insurance and/or VAT and/or introduction of or amendment to working time minimum wages). Subject always to open book access to the Supplier's records and always after a period of due diligence carried out by the Contracting Authority, relevant and proportionate to the value concerned.

#### **C7-15 Taxation Obligations of the Supplier**

C7-15-1 The relationship between the Contracting Authority, UK SBS and the Supplier will be that of "independent contractor" which means that the Supplier is not an employee, worker, agent or partner of the Contracting Authority or UK SBS and the Supplier will not give the impression that they are.

(1.) The Supplier in respect of consideration shall at all times comply with the income tax Earnings and Pensions Act 2003 (ITEPA) and all other statutes and regulations relating to income tax in respect of that consideration.

(2.) Where Supplier is liable to National Insurance Contributions (NICs) in respect of consideration received under this contract, it shall at all times comply with the Social Security Contributions and Benefits Act 1992 (SSCBA) and all other statutes and regulations relating to NICs in respect of that consideration.

(3.) The Contracting Authority may, at any time during the term, completion extension or post termination of this contract, request (Supplier) to provide information which demonstrates how Supplier complies with its obligations under tax and National Insurance Clauses (1) and (2) above or why those clauses do not apply to it.

C7-15-2 As this is not an employment Contract the Supplier will be fully responsible for all their own tax including any national insurance contributions arising from carrying out the Services.

C7-15-3 A request under Clause (3) above may specify the information which Supplier shall provide and the period within which that information must be provided.

C7-15-4 In the case of a request mentioned in Clause (3) above, the provision of inadequate information or a failure to provide the information within the requested period, during any term or extension, may result in the Contracting Authority terminating the contract.

C7-15-5 Any obligation by Supplier to comply with Clause (1) and (2) shall survive any extension, completion or termination and Supplier obligations to Indemnify the Contracting Authority shall survive without limitation and until such time as any of these obligations are complied with.

C7-15-6 The Contracting Authority may supply any information, including which it receives under clause (3) to the commissioners of Her Majesty's Revenue and Customs for the purpose of the collection and management of revenue for which they are responsible.

C7-15-7 If the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority has to pay any such tax under clauses (1) and (2) then the Supplier will pay back to the Contracting Authority or UK SBS in full, any money that the Contracting Authority or UK SBS has to pay, and they will also pay back the Contracting Authority or UK SBS for any fine or other punishment imposed on the Contracting Authority or UK SBS because the tax or national insurance was not paid by the Supplier.

**C7-16 Cyber Essentials Questionnaire - Not used**

## **Schedule 1 - Special Conditions – Not used**

**Schedule 2 - Purchase order form****Purchase Order :****COPY**

|               |         |
|---------------|---------|
| Order         |         |
| Order Date    |         |
| Revision      |         |
| Revision Date |         |
| Payment Terms | 30 Days |

**Supplier:**

We are committed to paying all valid invoices within 10 working days of receipt. Please quote this order number on all correspondence. Invoices that do not quote this number are liable to be returned unpaid. UK SBS Standard Terms and Conditions apply unless otherwise stated.

For all purchase order queries, please contact :  
procurement@services.uksbs.co.uk

For all invoicing queries, please contact :  
Finance@services.uksbs.co.uk

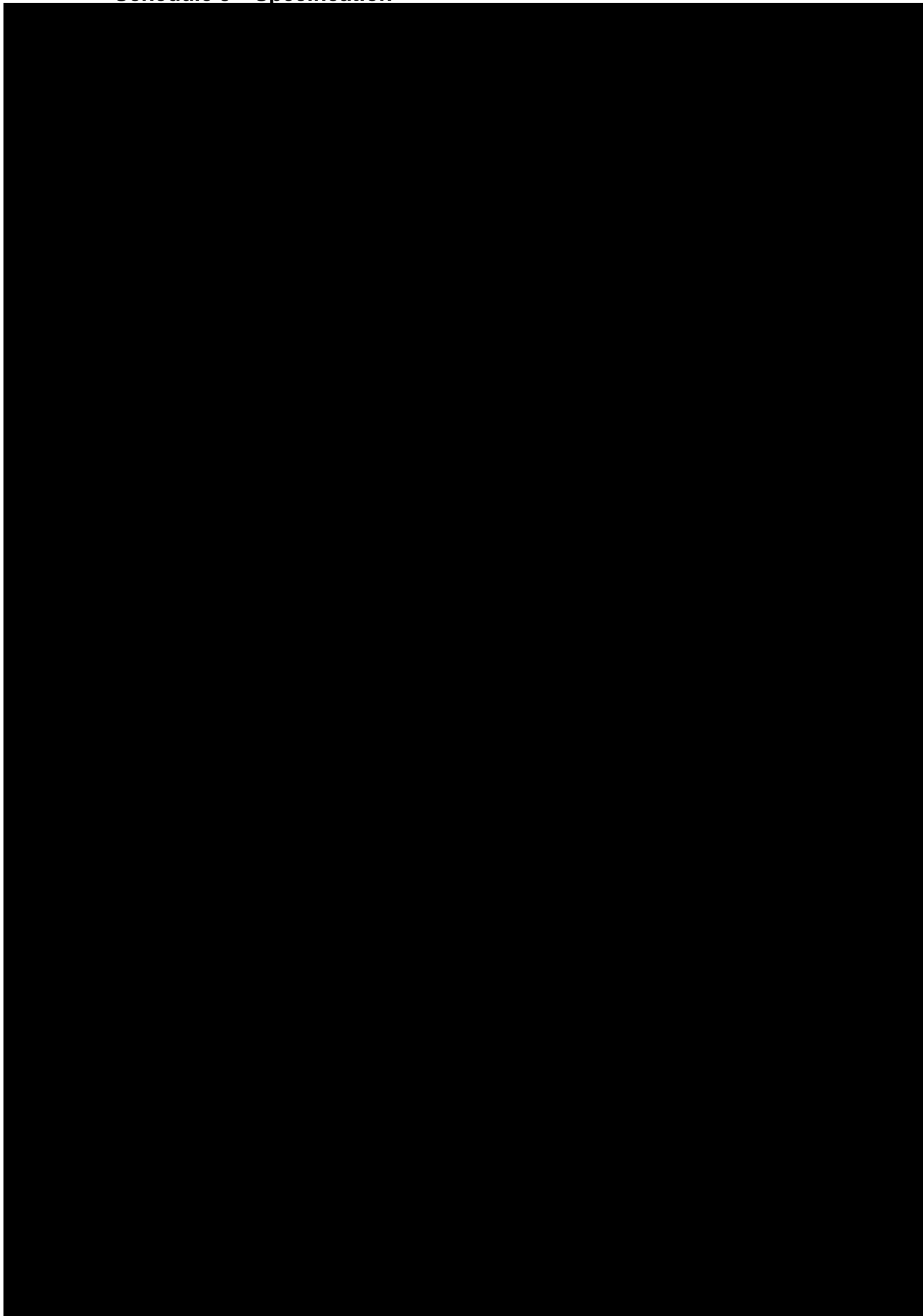
**Ship to:**

Invoice to: BEIS - Department for Business, Energy & Industrial Strategy  
C/O UK SBS  
Queensway House, West Precinct  
Billingham  
TS23 2NF  
United Kingdom

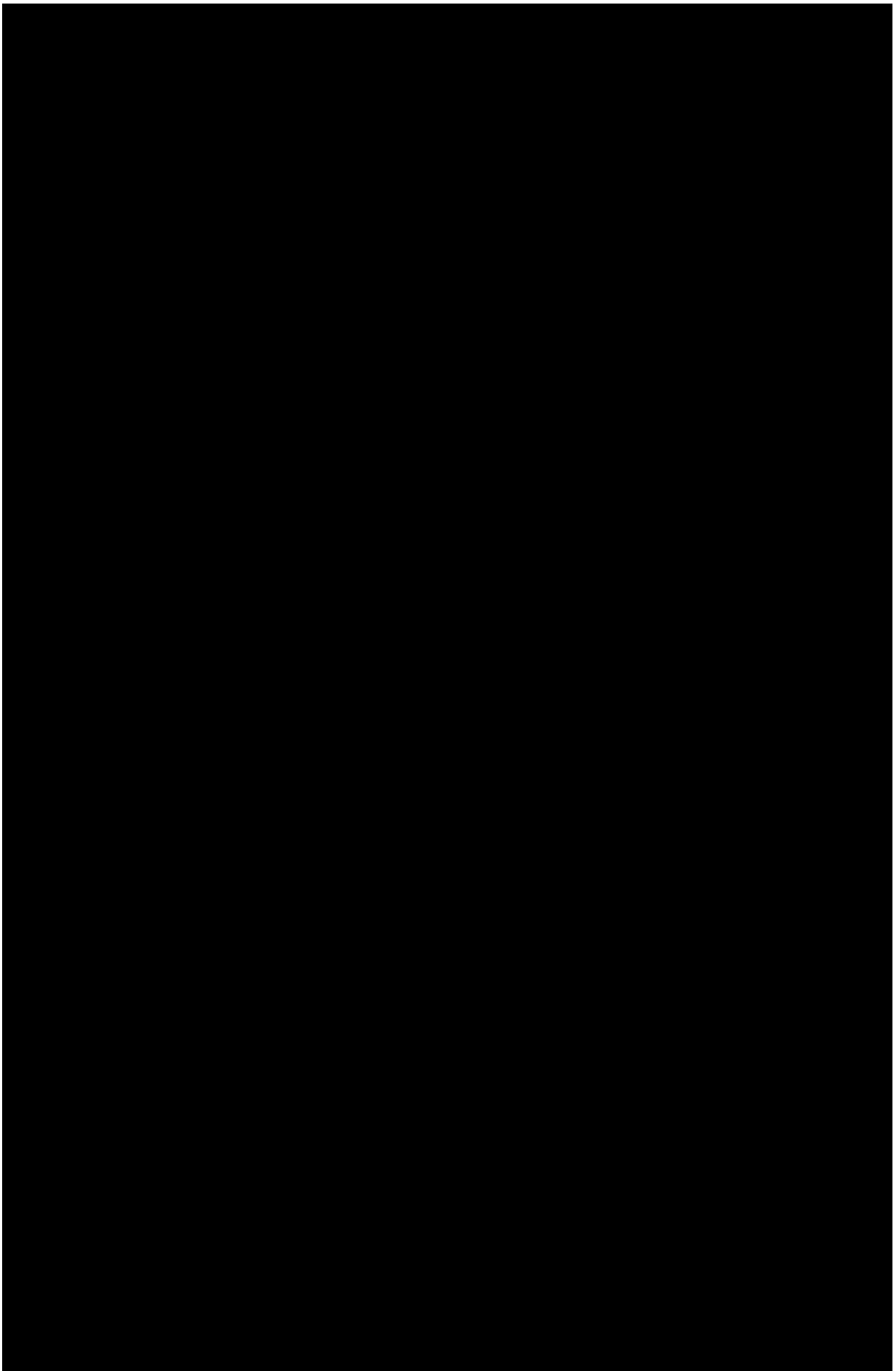
| Line | Part Number/ Description | Need by Date | Qty | UOM | Unit Price (GBP) | Net Amount (GBP) |
|------|--------------------------|--------------|-----|-----|------------------|------------------|
|      |                          |              |     |     |                  |                  |

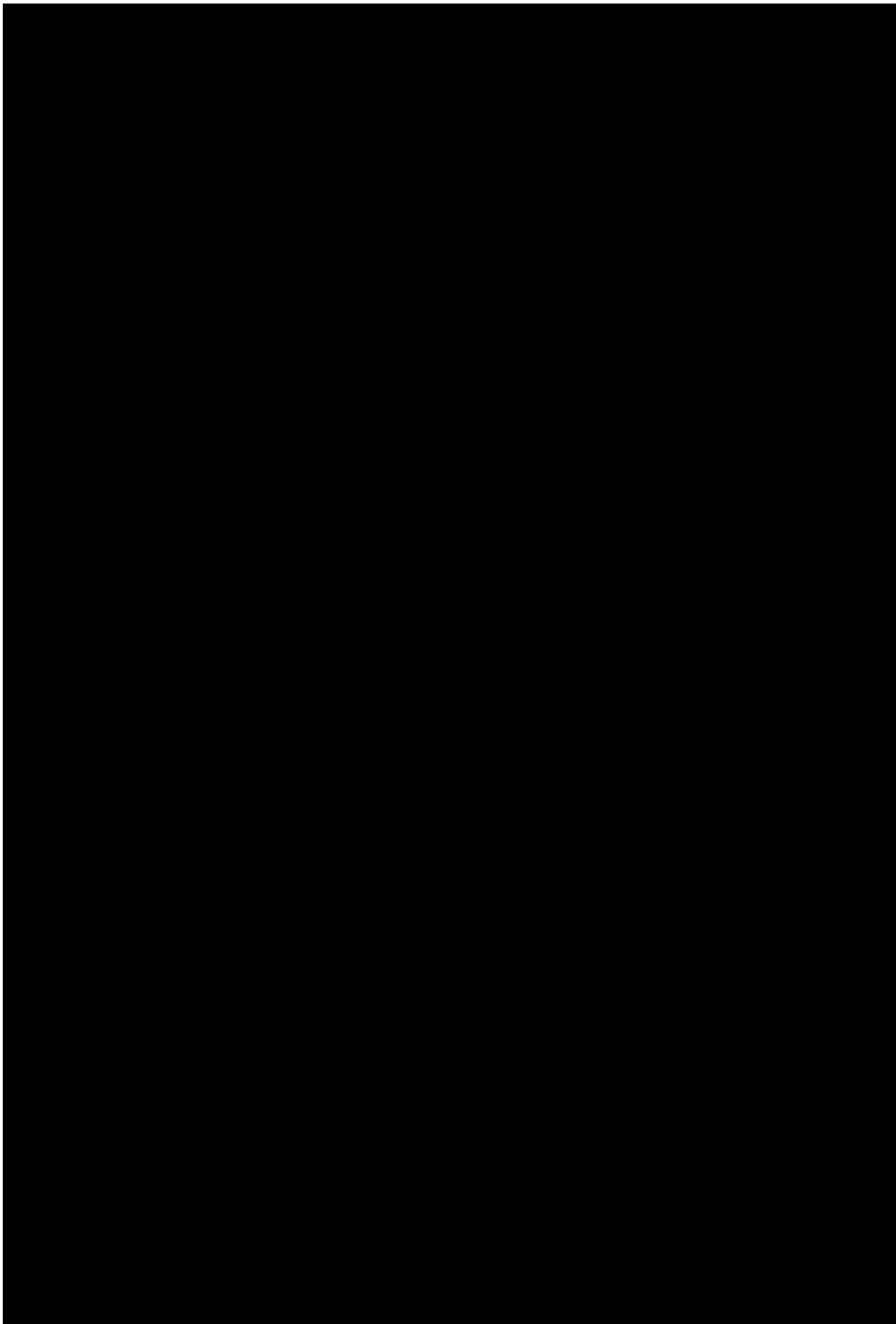
|                           |  |
|---------------------------|--|
| <b>Total (GBP Ex VAT)</b> |  |
|---------------------------|--|

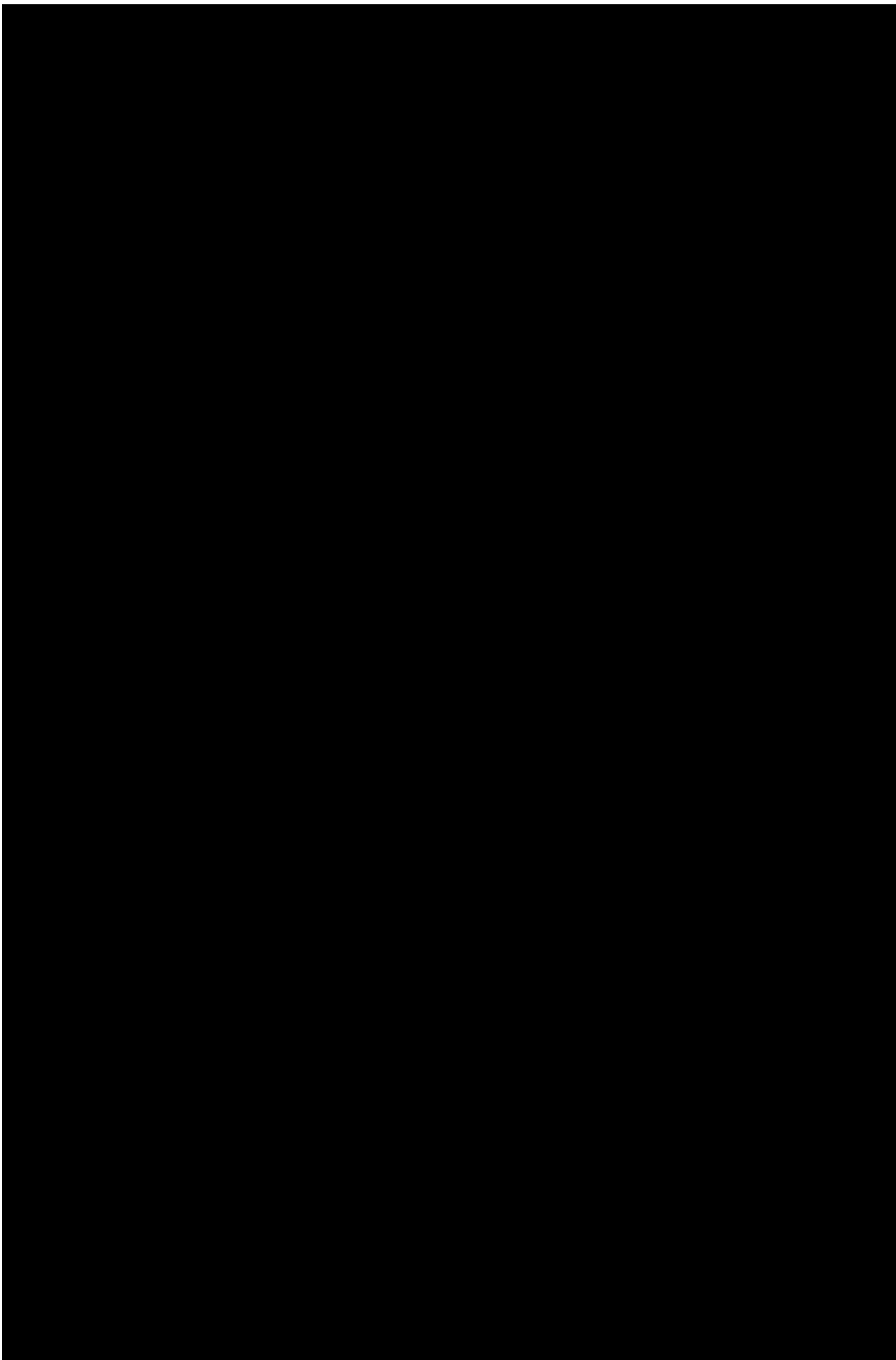
### **Schedule 3 – Specification**

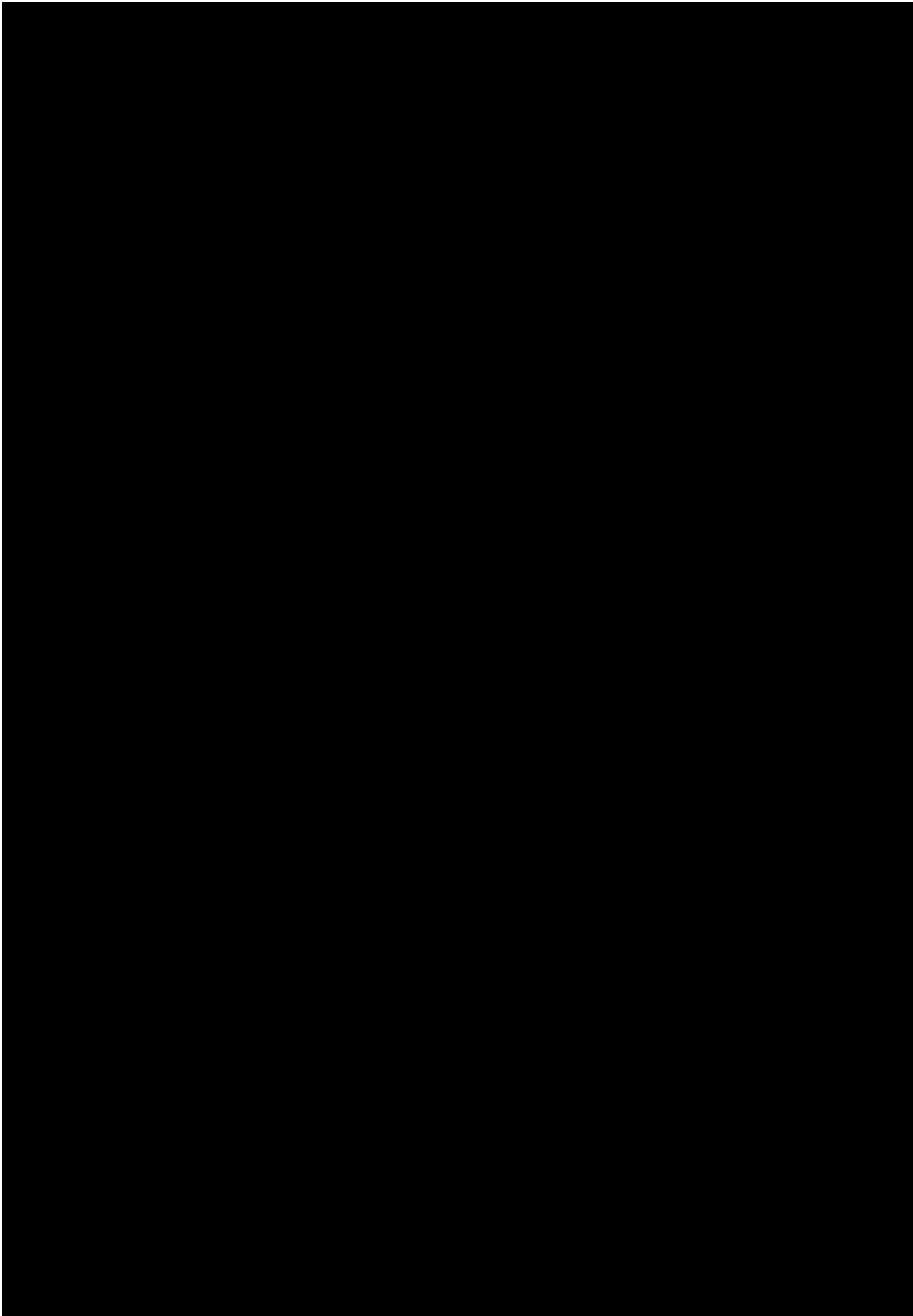












## **Schedule 4 – Supplier Response**

The Supplier Response includes, but is not limited to, information and documents submitted by the Supplier in response to ITQ competition “DDaT21449 BEIS Diversity Jobs Boards Lot 2: People with a disability or long-term condition” via the Delta eSourcing portal on 20<sup>th</sup> January 2022. It also incorporates any clarifications and due diligence prior to contract award.

Some of the aforementioned information and documents submitted as part of the Supplier Response are included in the following pages.

|  |   |
|--|---|
| <p>AW6.1 - Please confirm your compliance to the requirements of Section 4 Specification</p> <p>Bidder guidance - The Bidder shall answer Yes or No</p> <p>Yes – Pass</p> <p>No – Fail</p> <p>Scoring criteria - Mandatory Pass / Fail</p>   | <p>Yes</p>  |
| <p>AW6.2 - Variable Bids</p> <p>The Contracting Authority shall not accept variable bids as part of this Procurement. The criteria in regard to variable bids for this Procurement is outlined below.</p> <p>Bidder guidance - The Bidder shall answer Yes or No</p> <p>Yes - We have provided a variable bid only – Fail</p> <p>No - We have chosen to only offer a main bid and have not chosen to provide an alternative bid submission – Pass</p> <p>Scoring criteria - Mandatory Pass / Fail</p>  | <p>No</p>   |
| <p>PROJ1.1 Executive Summary</p> <p>The executive summary should focus on the key features of the Bidder's response including all key assumptions made by the Bidder (but excluding all pricing/financial information)</p> <p>The objective of the executive summary is to provide the Contracting Authority with a clear, concise and complete summary of the Bidder's response together with an insight into the reasoning and rationale behind the response.</p> <p>It is intended that the executive summary should provide a useful introduction to the response for evaluators, as well as senior stakeholders who may not be involved in the detailed evaluation.</p> <p>Whilst the executive summary will not be formally evaluated, it will be scrutinised for consistency with your response and clarification will be sought if required.</p> <p>The executive summary must only contain information drawn from other areas of your response and must not contain any new material. Whilst diagrams and photographs may be used, they should be high level and should not be used to support other parts of the response where more detailed information is required.</p> <p>Bidder Guidance: The bidder shall upload a 2-page maximum A4 document. Font must be Arial size 11. Any information submitted over and above the specified limit will be disregarded.</p> | <p>PROJ1.1 Executive Summary - Evenbreak.docx</p> |

|  |  |
|--|--|
| <p>Scoring Criteria: For Information Only, but mandatory to provide. Failure to provide documents or details requested will result in your bid not being considered further.</p>   |  |
| <p><b>PROJ1.4a WCAG 2.1 (AA) Standards</b></p> <p>Is your product accessibility to all users including those with assistance technology meeting WCAG 2.1 (AA) standards?</p> <p>If so, please provide evidence. If not, please outline a feasible, planned timeline for compliance within 12 months ideally sooner.</p> <p>Bidder Guidance: Suppliers will choose from the three listed options Yes, Intend, or No as described below.</p> <p>Yes - the WCAG 2.1 (AA) standards certificate is currently in place.</p> <p>Those declaring they already have certification will be asked to provide proof in PROJ1.4b.</p> <p>Intend - the WCAG 2.1 (AA) standards certificate is not in place but we intend to have it in place within 12-months of commencement of the contract.</p> <p>Those who are working towards achieving certification shall provide their planned outline and timetable for compliance within PROJ1.4b. Audit reports may also be requested prior to contract award.</p> <p>No - the WCAG 2.1 (AA) standards certificate is not in place and we have no intention of achieving compliance within 12-months.</p> <p>This response will result in a Fail and the supplier will not be considered further.</p> <p>Scoring Criteria: Mandatory Pass/Fail</p> <p>Yes – the WCAG 2.1 (AA) standards certificate is currently in place - Pass</p> <p>Intend – the WCAG 2.1 (AA) standards certificate is not in place and we intend to have it in place within 12 months of commencement of the contract. - Pass</p> <p>No – the WCAG 2.1 (AA) standards certificate is not in place and we have no intention of achieving compliance within 12-months. - Fail</p> | <p>Yes – the WCAG 2.1 (AA) standards certificate is currently in place</p> |
| <p><b>PROJ1.4b WCAG 2.1 (AA) Standards</b></p> <p>As per PROJ1.4a, please provide proof of your current or intended compliance with WCAG 2.1 (AA) standards</p> <p>Bidder Guidance: Please see below for supporting information/documents required:</p> <p>If you answered Yes to PROJ1.4a:</p>  | <p>Accessibility test 2021-12-26.png</p>                                   |

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|---|--|
| <p>Please upload your certification or audit report confirming compliance.</p> <p>If you answered Intend to PROJ1.4a:<br/>Please upload your planned outline and timetable for compliance. The outline wording must not exceed 3 pages of A4, Font: Arial, size: 11. The timetable (e.g. GANTT chart) can be uploaded separately.</p> <p>If you answered No to PROJ1.4a:<br/>This response will result in a Fail and the supplier will not be considered further. To allow the bid to be submitted, the supplier will need to upload a document. This could be blank or you may wish to enter N/A.</p> <p>Please note: Proofs provided will be reviewed by the Contracting Authority. Should they be deemed to not fully support a Yes or Intend response to PROJ1.4a, this may result in a Fail score and the supplier will not be considered further; or additional information may be requested prior to contract award.</p> <p>Scoring Criteria: For Information Only</p> |  |
| <p><b>PROJ1.5 Platform Navigation</b></p> <p>How do you know that your platform is providing a user-friendly experience for prospective applicants?</p> <p>Bidder Guidance: Suppliers may wish to provide feedback from customer surveys, user group research or other feedback that shows it is easy to find relevant jobs and apply to them through their diversity job board.</p> <p>The bidder shall upload a 2-page maximum A4 document. Font must be Arial size 11.</p> <p>Scoring Criteria: Scoring shall be based on 0-100 scoring methodology as stated in the ITQ document.</p> <p>Maximum marks: 5%</p>  | <p><b>PROJ1.5 Platform Navigation - Evenbreak.docx</b></p> |
| <p><b>PROJ1.6 Job Posting</b></p> <p>Describe the process of how a BEIS job posted on Civil Service Jobs would be uploaded to your platform within 24 hours.</p> <p>Bidder Guidance: The bidder shall upload a 2-page maximum A4 document. Font must be Arial size 11.</p> <p>Scoring Criteria: Scoring shall be based on 0-100 scoring methodology as stated in the ITQ document.</p> <p>Maximum marks: 5%</p>   | <p><b>PROJ1.6 Job Posting - Evenbreak.docx</b></p>         |
| <p><b>PROJ1.7 User Diversity</b></p> <p>Please outline the total number of active users of your platform within a commutable radius of the following locations and the diversity of these</p>   | <p><b>PROJ1.7 User Diversity - Evenbreak.docx</b></p>      |



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| <p>advising the reporting rate (gender, age, ethnicity, disability, sexual orientation, socio-economic status):</p> <ul style="list-style-type: none"> <li>• London</li> <li>• Salford</li> <li>• Birmingham</li> <li>• Cardiff</li> <li>• Darlington</li> <li>• Belfast</li> <li>• Edinburgh</li> </ul> <p>Bidders must outline any assumptions made as part of the data.</p> <p>Bidder Guidance: The bidder shall upload a A4 document. No page limit. Font must be Arial size 11.</p> <p>Scoring Criteria: For Information Only, but mandatory to provide. Failure to provide documents or details requested will result in your bid not being considered further.</p> <p>Your response to this question will provide supporting context for your response to PROJ1.8 which will be scored.</p>  |   |
| <p>PROJ1.8 Attracting Diverse Talent</p> <p>1. Please explain and evidence how your diversity job board will be effective at helping BEIS attract high-quality talent with excellent diversity compared to the UK working age population (e.g. gender, disability, age, ethnicity, sexual orientation, socio-economic background).</p> <p>2. Please demonstrate:</p> <p>a. how you possess a good understanding of different labour markets to help us attract the best talent from a diverse range of backgrounds in different labour markets in the UK (e.g. Salford, Birmingham, Darlington and Cardiff, as well as in London)</p> <p>b. how you will effectively target Lot 2: People with a disability or long-term condition.</p> <p>Bidder Guidance: Your answer should evidence how your product will help us meet our business needs for a range of roles and professions such as: policy, project management, digital, finance, commercial/procurement, science and engineering and analysts such as economists or statisticians.</p> <p>You should confirm how many job posting slots you are offering us – whether unlimited (preferred), or if not, how many.</p> <p>The bidder shall upload a A4 document. Font must be Arial size 11. No page limit.</p> <p>Scoring Criteria: Scoring shall be based on 0-100 scoring methodology as stated in the ITQ document.</p> <p>Maximum marks: 30%</p> | <p>PROJ1.8 Attracting Diverse Talent.docx</p> |

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| <p><b>PROJ1.9 Employer Branding</b></p> <p>How will your platform allow us to build an employer branded organisation profile emphasising our commitment to diversity and inclusion and how will you support us to establish this within 4-weeks of the contract start date?</p> <p>Bidder Guidance: The bidder shall upload a 2-page maximum A4 document. Font must be Arial size 11.<br/>Scoring Criteria: Scoring shall be based on 0-100 scoring methodology as stated in the ITQ document.</p> <p>Maximum marks: 20%</p>   | <p>PROJ1.9 Employer Branding.docx</p>                              |
| <p><b>PROJ1.10 Account Management</b></p> <p>Confirm you are providing a dedicated account manager with the option to virtually meet monthly</p> <p>Bidder Guidance: The Bidder shall answer Yes or No</p> <p>Yes - One dedicated account manager with the option to virtually meet monthly – Pass.</p> <p>No - No account manager offered and no option to virtually meet monthly – Fail.</p> <p>Scoring Criteria Mandatory Pass/Fail</p> <p>Yes – Pass<br/>No - Fail</p>   | <p>Yes</p>   |
| <p><b>PROJ1.11 Types of data and Management Information (MI)</b></p> <p>We are looking for evidence-based impact from our diversity jobs board supplier. Please describe what types of data and MI your platform can provide to give us a comprehensive, insightful picture of your talent pool and diversity impact for us.</p> <p>Bidder Guidance: Please describe the MI data you can provide and benefits of this.</p> <p>The bidder shall upload a A4 document. Font must be Arial size 11. No page limit.</p> <p>For illustration purposes, it would be beneficial for Bidders to also upload anonymised reports or documents as an example of what you can provide.</p> <p>Scoring Criteria: Scoring shall be based on 0-100 scoring methodology as stated in the ITQ document.</p> <p>Maximum marks: 20%</p> | <p>PROJ1.11 Types of data and Management Information (MI).docx</p> |
| <p><b>PROJ1.12 Monitoring Application Rates</b></p> <p>Please confirm your platform will give BEIS the ability to include our own</p>  | <p>Yes</p>   |

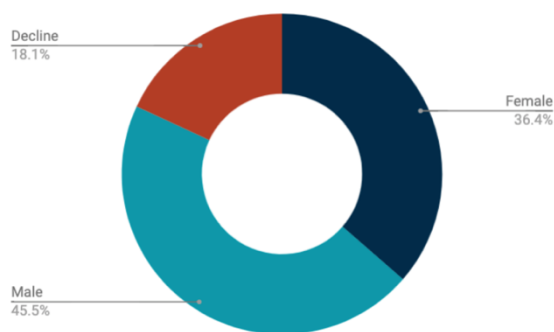
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| <p>tracking links in the hyperlinks to our adverts so we can monitor application rates through our recruitment analytics system</p> <p>Bidder Guidance: The Bidder shall answer Yes or No</p> <p>Yes – Our platform will give BEIS the ability to include their own tracking links in the hyperlinks to adverts so they can monitor application rates through their recruitment analytics system – Pass</p> <p>No - Our platform will NOT give BEIS the ability to include their own tracking links in the hyperlinks to adverts so they can monitor application rates through their recruitment analytics system – Fail</p> <p>Scoring Criteria: Mandatory Pass/Fail</p> <p>Yes - Pass</p> <p>No – Fail</p>  |            |
| <p>PROJ1.13 Demonstrations</p> <p>Bidder Guidance: Please confirm your acceptance that you may be required to perform a demonstration of your solution, and that relevant members of your team will be available to attend.</p> <p>Bidder shall respond selecting Yes or No.<br/>Yes = Pass. No = Fail</p> <p>The demonstration shall take place remotely over MS Teams with a duration of 1-hour.</p> <p>We expect these to take place during week commencing 24th January 2022. Invitation details will be shared closer to the meeting date.</p> <p>As part of the demonstration, the Bidder shall be required to show the following:</p> <ul style="list-style-type: none"> <li>• BEIS user journey - posting a job</li> <li>• Candidate user journey - registration, job search and application</li> </ul> <p>During the meeting, BEIS reserve the right to carry out due diligence and seek clarifications on assumptions and the evidence base which is being used to support the Bidder responses.<br/>Checks that do not support the supplier response(s) may result in a decision to not award; or we may approach the second-placed supplier within that Lot for a demonstration (as long as they meet the minimum Quality score threshold).</p> <p>Scoring Criteria: Mandatory Pass/Fail</p> <p>Yes – Pass</p> <p>No – Fail</p> | <p>Yes</p> |

## PROJ1.1 Executive Summary - Evenbreak

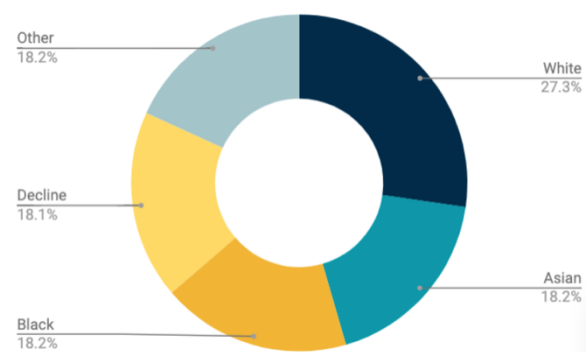
Research shows that the biggest barrier disabled candidates face when looking for work is not knowing which organisations are genuinely disability inclusive. Advertising vacancies on Evenbreak is a powerful demonstration that you are pro-actively targeting talented disabled candidates, which means they are more likely to apply, and more likely to be open about any access needs they may have. You will attract more disabled candidates than you would from any other source, and also be seen as an inclusive employer of choice.

Evenbreak is a social enterprise run by and for disabled people. All our team identify as disabled, meaning we have lived experience of the barriers our candidates face. We have over 57,000 disabled candidates registered on the platform, of which nearly 40,000 are currently active (searching for jobs, opening email newsletters, etc). As well as being disabled, our candidates are diverse in terms of skills, qualifications and experience, and also in terms of ethnicity and gender:

Gender Diversity Performance



Ethnic Diversity Performance

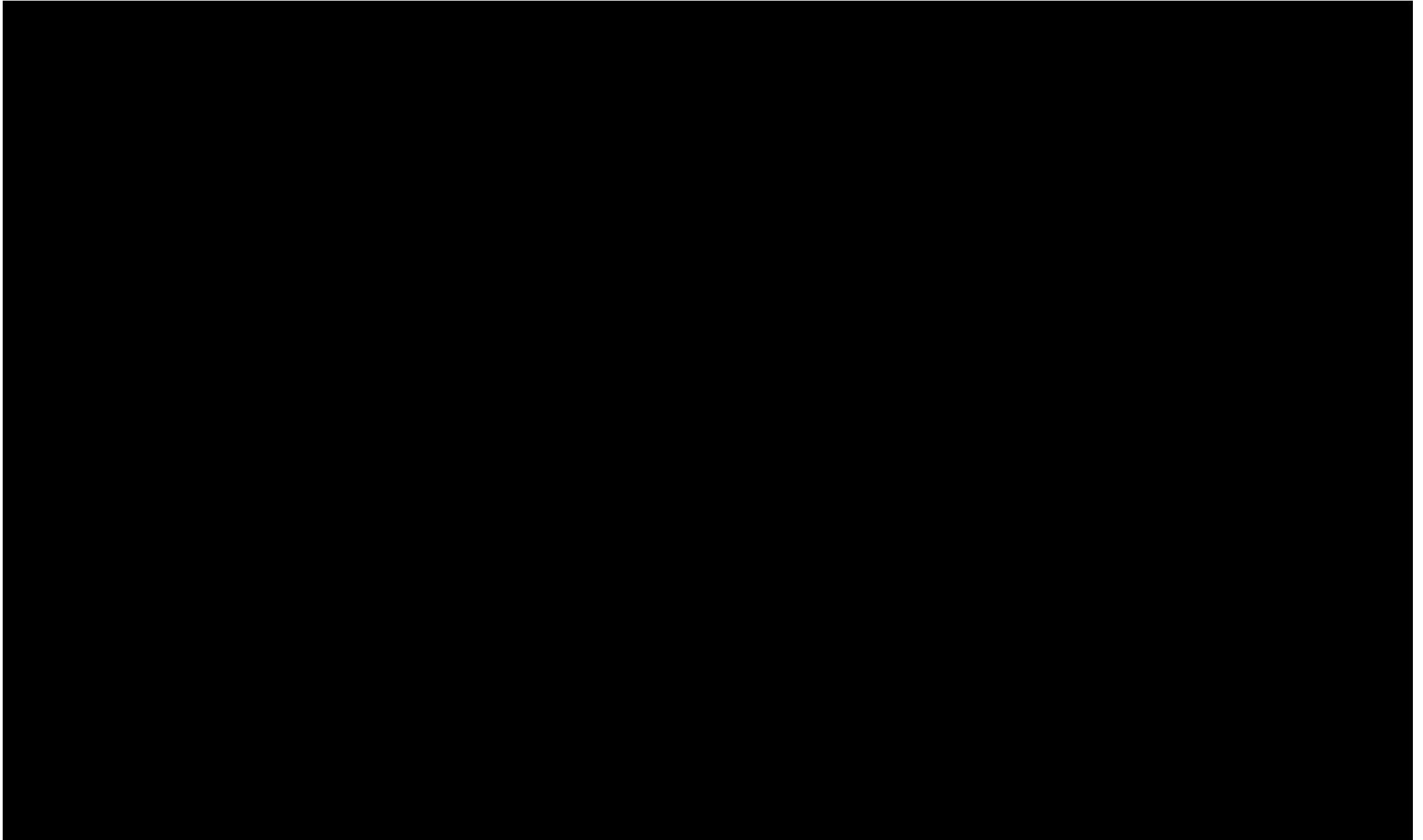


(from <https://www.beapplied.com/best-job-boards-for-ethnic-diversity>)

Unlimited advertising means:

- You advertise unlimited vacancies (including permanent, temporary, internships, apprentices and work placements) for a fixed fee
- You will attract more disabled candidates than you would from other sources
- The Department for Business, Energy and Industrial Strategy (BEIS) is powerfully positioned as an inclusive employer of choice
- Your logo appears on the home page, linked to your profile page with links to all live vacancies
- All adverts are branded with your logo
- Your vacancies will be added automatically
- You receive regular management accounts on how well your adverts are performing
- You have a dedicated Account Manager to support you gaining maximum benefit from your relationship with Evenbreak
- Vacancies are also promoted on other disability websites, social media and to candidates via email
- Additional promotion of BEIS as an inclusive employer through press releases, articles, case studies, 'Meet the Employer' events, social media and blogs

We would launch with a virtual event for staff where we introduce the benefits of employing disabled people and dispel some of the myths. We would also do a 'splash' of PR (press release, social media and e-newsletters to candidates) to let disabled candidates know that BEIS is a great place for them to work.



**PROJ1.5 Platform Navigation – Evenbreak**

Evenbreak only employs disabled people, including two blind colleagues who used screen readers and colleagues with limited dexterity, and they test our site constantly for accessibility. In addition, we seek feedback from our disabled candidates from time to time, and we are regularly told Evenbreak is the most accessible job board they use, and the easiest to navigate.

The site also links to our recently-developed careers site (<https://hive.evenbreak.co.uk>) for disabled people looking for new or better work, which was co-produced with a focus group of 50 disabled candidates who were already registered on the Evenbreak job board. They influenced the content, the layout and the whole service design

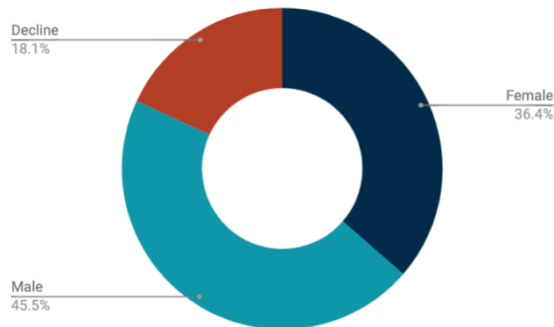
**PROJ1.6 Job Posting – Evenbreak**

We use a company called Aspen Tech Labs ( ) who will ‘scrape’ each job advert from your careers site. This happens at the same time every day, seven days a week, and so is always up-to-date, within 24 hours. We have been using this service for a long time, and are currently using it with 52 large clients with great success. Some clients give us tracking links which we add to the URL so they can track where candidates come from. However, we can report on jobs posted, number of views

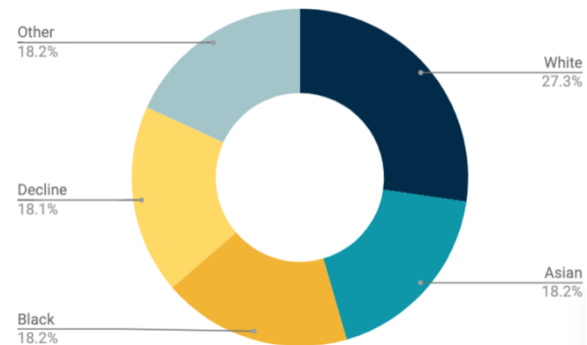
## PROJ1.7 User Diversity – Evenbreak

At the time of writing, 59,240 candidates are registered on the site, with over 1,000 new candidates registering every month. As well as candidates having a range of disabilities, including physical, sensory, neurodiverse, cognitive and mental health conditions and long-term health conditions, they are also diverse in terms of gender and ethnicity:

Gender Diversity Performance



Ethnic Diversity Performance



(data provided by Applied - <https://www.beapplied.com/best-job-boards-for-ethnic-diversity>)

Candidates are based all over the UK, being more concentrated in cities and urban areas. 23% of candidates (13,625 people) are searching for roles in London, 12% (7,108 candidates) in Birmingham, 3% (1,777 candidates) in Cardiff, 2% (1,184 candidates) in Belfast and 3% (1,777 candidates) in Edinburgh. Candidates may be searching for roles in multiple locations. We have recently been advertising a number of roles in Darlington for HM Treasury and Capita, which have received an average of 87 views per advert.

The most popular types of roles searched for on Evenbreak are professional roles, middle and senior management positions and technical roles. We also attract disabled students for internships and graduate roles through our connections with a number of universities.



## PROJ1.8 Attracting Diverse Talent

Evenbreak was co-produced with disabled people looking for work, and all of our employees are disabled, including mental health, neurodiversity, sight and hearing loss, physical disability and long-term health conditions. This gives us lived experience of the barriers that our candidates face, and also means they have confidence in us as an organisation and as a job board.

Our more than ten years of experience in attracting talented disabled candidates, plus our own lived experience, means we have an authentic understanding of the needs and aspirations of disabled candidates all over the UK. We work in partnership with a wide range of organisations who support disabled people, including universities, colleges, schools, charities, social enterprises, welfare to work providers and Jobcentre Plus. We also write articles for disability publications, including regular columns in PosAbility and Disability Review Magazine, and also mainstream career magazines, such as Jobs and Careers. We are also involved in many on- and offline forums for disabled people, and are active on social media.

Through this wide range of marketing, we attract over 1,000 new candidates a month on average.

Our candidates are, of course, very diverse in terms of ethnicity, gender, age, culture, sexual orientation, and in their specific conditions/impairments, and they are also very diverse in terms of qualifications and work experience as well. The three most popular types of roles on Evenbreak are mid- to senior management roles, professional roles (law, finance, etc) and technical roles. We have a dedicated careers service for disabled people looking for new or better work, and around 60% of the candidates who use that service have at least one degree (much higher than in the wider disabled population, and also higher than in the general population). Many of our candidates, like most disabled people, became disabled in adulthood.

Our offer is for unlimited advertising, meaning there is no cap on the number or type of roles advertised on Evenbreak. This includes permanent roles, temporary roles, apprenticeships, internships, graduate roles, freelance roles, work experience and public appointments.

As well as advertising these roles on Evenbreak, they will appear on other disability websites (for example, Disability Horizons). They will also be shared in newsletters sent to candidates, and promoted on social media. If you have particular campaigns (e.g. apprenticeships) we will promote those on social media. If campaigns are targeted at particular groups (e.g. internships and graduate programmes) we will work with universities to highlight these opportunities to their disabled students and graduates

## PROJ1.9 Employer Branding

In addition to each of your job adverts being branded with your logo, your logo also appears on the home page of Evenbreak. This means that the first thing disabled candidates see when they come to the site are the logos of the organisations who take disability inclusion seriously.

Clicking on your logo, either on the home page, or on a job advert, takes the candidate to your profile page. This can contain any content that positions you as an inclusive employer of choice. It is multi-media, so can include images, videos and links as well as text. Your Account Manager, who will work with you to make sure you get the very best results from Evenbreak, can help you to create a welcoming profile page.

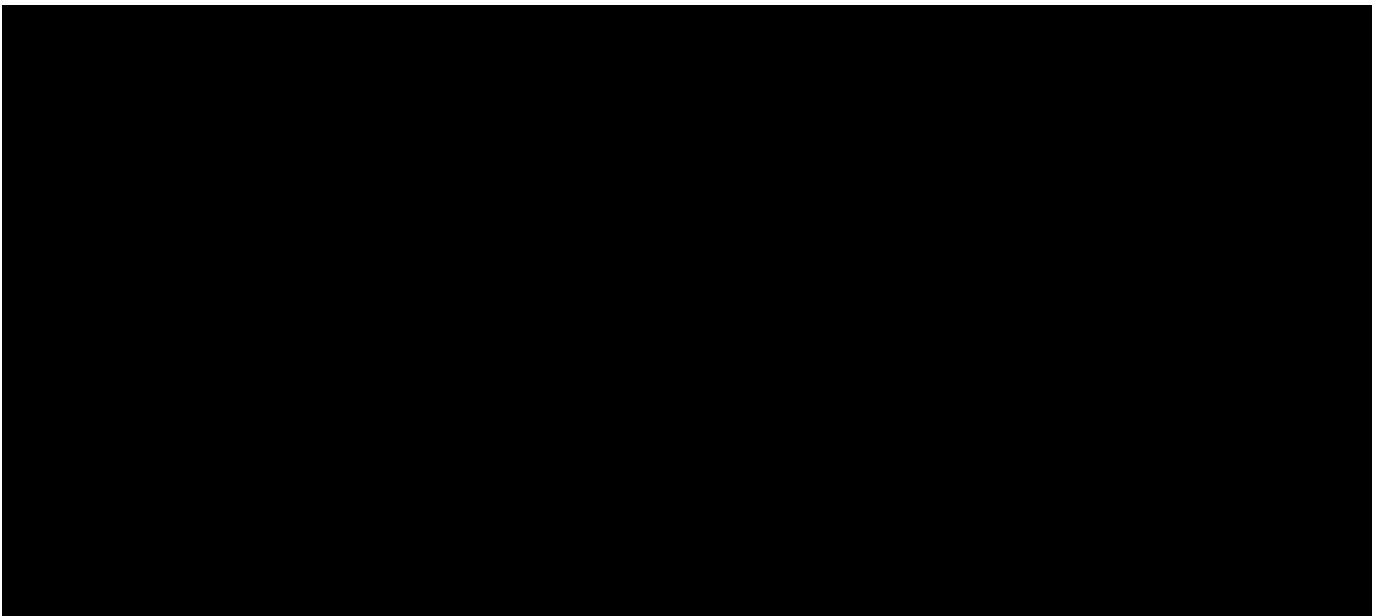
Our clients add all kinds of content, including why they particularly want to attract disabled candidates, what support they offer, and often success stories of disabled people already working in the organisation talking about

## PROJ1.11 Types of data and Management Information

Your Account Manager can give you regular reports on the jobs advertised, the number of views received and the number of clicks through to apply. This can be broken down by role.

You can receive these reports as frequently as you want – weekly, monthly or quarterly, for example – and we can also give you log in details so you can check the data as and when required.

Sample of data from Land Registry:



## Schedule 5 – Contract Summary

### Scope of Services

To carry out DDaT22251 BEIS Diversity Jobs Boards as described in Schedule 3 – Specification and Schedule 4 – Supplier Response, which incorporates information related to ITQ DDaT21449, Lot 2.

### Commencement and Duration

The contract is for up to 2-years based on a 1+1 term commencing on 20<sup>th</sup> June 2022, and subject to any provisions for earlier termination contained within the Contract, shall end no later than 19<sup>th</sup> June 2024.

### Management and Communications

Until such time that the Contracting Authority or Supplier notifies of changes in writing, the persons named below are nominated as Contract Managers for relevant parties.

The Contracting Authority (BEIS) appoints the following persons based at: BEIS, 1 Victoria Street, London, SW1H 0ET.

|             |                    |                 |
|-------------|--------------------|-----------------|
| ██████████. | Email: ██████████  |                 |
|             | Mobile: ██████████ | Tel: ██████████ |
| ██████████  | Email: ██████████  |                 |
|             | Mobile: ██████████ |                 |
| ██████████  | Email: ██████████  |                 |

The Supplier appoints: ██████████. Evenbreak, 402 Metro Central Heights, 119 Newington Causeway, Elephant and Castle, Southwark, London, SE1 6DX

Email: ██████████      Mobile: ██████████      Tel: ██████████

### Payments and Invoices

Payments under this contract shall be based on invoices submitted annually in advance.

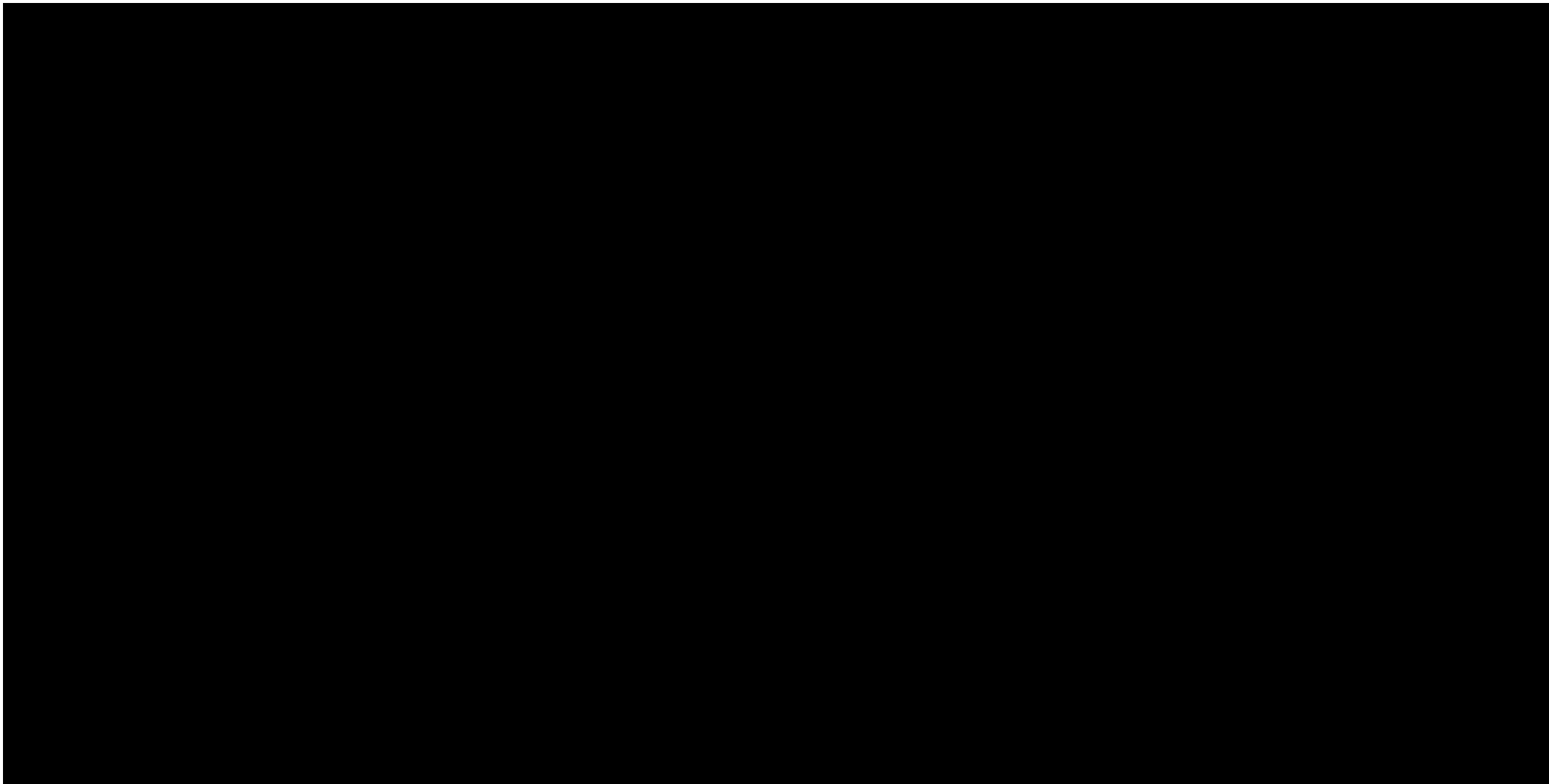
Invoices shall be sent to [finance@uksbs.co.uk](mailto:finance@uksbs.co.uk) with the abovementioned BEIS Contract Managers Cc'd.



### Contract Value



The total contract value for up to 2-years shall not exceed £16,200.00 excluding VAT in accordance with the pricing schedule as follows:

OFFICIAL-SENSITIVE (COMMERCIAL)

UK Shared Business Services Ltd (UK SBS)



|  |   |
|--|---|
| For and on behalf of Evenbreak <b>(The Supplier)</b> |   |
| Signed   |  |
| Name   |  |
| Position   | CEO   |
| Date   | 17 June 2022  |

|  |   |
|--|---|
| For and on behalf of The Department of Business, Energy, and Industrial Strategy<br><b>(The Contracting Authority)</b> |   |
| Signed   |  |
| Name   |  |
| Position   | Strategic Partnerships & Diversity Networks Lead                                  |
| Date   | 20 June 2022  |

**THIS IS THE LAST PAGE OF THESE TERMS & CONDITIONS**