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## Part A: Order Form

|  |  |
| --- | --- |
| **Contract reference** | CCSO24A27 |
| **Contract title** | Supplier Registration Service |
| **Contract description** | CCS requires NQC to provide the ongoing provision of the Supplier Registration Service (SRS) to CCS and its customers.  |
| **Start date** | 7th March 2024 |
| **Expiry date** | 6th March 2025 |
| **Contract value** | **£220,883.28 excluding VAT and excluding Option to Extend****£441,766.56 excluding VAT and including Option to Extend** |
| **Charging method** | SRS Service - fixed priceProject Costs - not to exceed pricing, agreed on a project by project basis.  |
| **Purchase order number** | [Enter purchase order number] |

The Order Form cannot be used to alter existing terms or add any extra terms that materially change the Deliverables offered by the Supplier and defined in the Application.

There are terms in the Contract that may be defined in the Order Form. These are identified in the contract with square brackets.

|  |  |
| --- | --- |
| **From the Buyer** | Crown Commercial Service**REDACTED TEXT under FOIA Section 40 Personal Information.** |
| **To the Supplier** | NQC Limited**REDACTED TEXT under FOIA Section 40 Personal Information.** |
| **Together the ‘Parties’** |

### Principal contact details

**For the Buyer:**

Title: **REDACTED TEXT under FOIA Section 40 Personal Information.**

Name: **REDACTED TEXT under FOIA Section 40 Personal Information.**

Email: **REDACTED TEXT under FOIA Section 40 Personal Information.**

Phone: **REDACTED TEXT under FOIA Section 40 Personal Information.**

**For the Supplier:**

Name: **REDACTED TEXT under FOIA Section 40 Personal Information.**

Title: **REDACTED TEXT under FOIA Section 40 Personal Information.**

Email: **REDACTED TEXT under FOIA Section 40 Personal Information.**

Phone: **REDACTED TEXT under FOIA Section 40 Personal Information.**

### Contract term

|  |  |
| --- | --- |
| **Start date**  | This Contract Starts on **7th March 2024** and is valid for **12 months.** |
| **Ending (termination)** | The notice period for the Supplier needed for Ending the Contract is at least **90** Working Days from the date of written notice for undisputed sums (as per clause 18.6).The notice period for the Buyer is a maximum of **30** days from the date of written notice for Ending without cause (as per clause 18.1). |
| **Extension period** | This Contract can be extended by the Buyer for **1 x 12 (twelve) month period**, by giving the Supplier **4 weeks** written notice before its expiry. The extension periods are subject to clauses 1.3 in Part B below. |

### Buyer contractual details

This Order is for the Supplier Registration Services outlined below. It is acknowledged by the Parties that the specification of the Supplier Registration Services used by the Buyer may vary during this Contract and will be managed through the variation process.

|  |  |
| --- | --- |
| **Supplier Registration Services required** | The Services to be provided by the Supplier are outlined below:* A key aspect is the registration of potential suppliers and buyers, and providing them with access to CCS’s services. In addition, CCS will provide a platform for suppliers and buyers to provide information related to procurements that can be shared across the public sector.
* Delivery of the Modern Slavery Assessment Tool (MSAT) on the Supplier Registration Service for use by Contracting Authorities.
* SRS also provides single sign-on (SSO) services for other platforms including Contracts Finder (CFS), Find a Tender (FTS) and the Purchasing Platform (PP).
* The existing service for supplier registration, buyer search and single sign-on must continue to be delivered until the end of the contract.

This includes:* An online supplier registration portal that supports the use of DUNS identification;
* Secure online access to supplier profile information and supplier questionnaires that give immediate access to users across the public sector in support of procurement activity;
* Hosting of the database for supplier profile information; and
* Direct access to the database for the call for information from other applications that may be owned by the Crown Commercial Service or any other public sector organisation.
* User support services.
 |
| **Additional Services** | Any additional services or changes to the services required by the Buyer will be managed through the variation process.In the event that Contracting Authorities require optional MSAT related services, such as training or support for their respective organisations or their suppliers, the Contracting Authority will contract directly with the Supplier for these optional services.Royal Mail Postcode Address Finder (PAF) services, accessibility testing and penetration testing are not includedwithin the Contract Charges. |
| **Location** | The Services will be delivered remotely to CCS and its customers. |
| **Quality standards** | In line with the Statement of Requirements and Industry Best Practice. |
| **Technical standards:** | The technical standards used for this requirement are in line with the Statement of Requirements and Industry Best Practice**.** |
| **Service level agreement:** |  |
| **Limit on Parties’ liability** | The annual total liability of either Party for all Defaults will not exceed £220,883.28. |
| **Insurance** | The insurances required will be:* a minimum insurance period of 6 years following the expiration or Ending of this Contract.
* professional indemnity insurance cover to be held by the Supplier and by any agent, Subcontractor or consultant involved in the supply of the Supplier Registration Services. This professional indemnity insurance cover will have a maximum limit of indemnity of £5,000,000 for each individual claim.
* employers' liability insurance with a maximum limit of £10,000,000.
 |
| **Force majeure** | A Party may End this Contract if the Other Party is affected by a Force Majeure Event that lasts for more than **60** consecutive days. This section relates to clause 21.1 in Part B below. |

### Contract charges and payment

The Contract charges and payment details are in the table below. See Schedule 2 for a full breakdown.

|  |  |
| --- | --- |
| **Payment method** | The payment method for this Contract is **BACS.** |
| **Payment profile** | The payment profile for this Contract is **monthly** in advance. |
| **Invoice details** | The Supplier will issue electronic invoices **monthly** in advance. The Buyer will pay the Supplier within **30** days of receipt of a valid invoice. |
| **Who and where to send invoices to** | Invoices will be sent to:**REDACTED TEXT under FOIA Section 40 Personal Information.** |
| **Invoice information required**  | All invoices must include **Purchase order number**. |
| **Invoice frequency** | Invoice will be sent to the Buyer **monthly**. |
| **Contract value** | The total value of this Contract is £441,766.56 excluding VAT |

### Additional Buyer terms

|  |  |
| --- | --- |
| **Performance of the Service and Deliverables** | This Contract will include the following: Production of a monthly service report |
| **Personal Data and Data Subjects** | Annex 1 |

### 1. Formation of contract

1.1 By signing and returning this Order Form (Part A), the Supplier agrees to enter into a Contract with the Buyer.

1.2 The Parties agree that they have read the Order Form (Part A) and the Contract terms and by signing below agree to be bound by this Contract.

1.3 This Contract will be formed when the Buyer acknowledges receipt of the signed copy of the Order Form from the Supplier.

### 2. Background to the Contract

2.1 The Supplier is a provider of Supplier Registration Services and agreed to provide the initial Services under a Call-Off Agreement from Framework Agreement number RM1557.12.

2.2 The Buyer provided an Order Form for Services to the Supplier for the previous agreement.

|  |  |  |
| --- | --- | --- |
| **Signed** | Supplier | Buyer |
| **Name** | **REDACTED TEXT under FOIA Section 40 Personal Information.** | **REDACTED TEXT under FOIA Section 40 Personal Information.** |
| **Title** | **REDACTED TEXT under FOIA Section 40 Personal Information.** | **REDACTED TEXT under FOIA Section 40 Personal Information.** |
| **Signature** | **REDACTED TEXT under FOIA Section 40 Personal Information.** | **REDACTED TEXT under FOIA Section 40 Personal Information.** |
| **Date** | 15th May 2024 | 22 May 2024 |

## Schedule 1: Services

* 1. The SRS platform provides 4 core services and a number of additional extended services.
	2. The core services are described as:
		1. Supplier Registration - Organisation lookup against D&B or Postcode Lookup and register user details
		2. Buyer search - Buyer Search by DUNS or CPV category or postcode for new Suppliers
		3. Single Sign-On - Single sign on and federated user management for the Contracts Finder, Find a Tender and CCS Purchasing Platform Services.

## Schedule 2: Contract charges

|  |  |
| --- | --- |
| **Next 2 years annual costs and difference**  | **Cost** |
| **Total cost 2024/25** | **£220,883.28** |
| **Total cost 2025/26** | **£220,883.28** |

## Part B: Terms and conditions

### 1. Contract Start date and length

1.1 The Supplier must start providing the Services on the date specified in the Order Form.

1.2 This Contract will expire on the Expiry Date in the Order Form. It will be for up to an initial 12 months from the Start date unless Ended earlier under clause 18 or extended by the Buyer under clause 1.3.

1.3 The Buyer can extend this Contract, with written notice to the Supplier, by the period in the Order Form, provided that this is within the maximum permitted of 1 period of up to 12 months.

### 2. Terms and Conditions of Contract



### 3. Supplier staff

3.1 The Supplier Staff must:

4.1.1 be appropriately experienced, qualified and trained to supply the Services

4.1.2 apply all due skill, care and diligence in faithfully performing those duties

4.1.3 obey all lawful instructions and reasonable directions of the Buyer and provide the Services to the reasonable satisfaction of the Buyer

4.1.4 respond to any enquiries about the Services as soon as reasonably possible

4.1.5 complete any necessary Supplier Staff vetting as specified by the Buyer

3.2 The Supplier must retain overall control of the Supplier Staff so that they are not considered to be employees, workers, agents or contractors of the Buyer.

3.3 The Supplier may substitute any Supplier Staff as long as they have the equivalent experience and qualifications to the substituted staff member.

### 4. Due diligence

 4.1 Both Parties agree that when entering into a Contract they:

4.1.1 have made their own enquiries and are satisfied by the accuracy of any information supplied by the other Party

4.1.2 are confident that they can fulfil their obligations according to the Contract terms

4.1.3 have raised all due diligence questions before signing the Contract

4.1.4 have entered into the Contract relying on its own due diligence

### 5. Business continuity and disaster recovery

5.1 The Supplier will have a clear business continuity and disaster recovery plan when requested by the Buyer.

5.2 The Supplier’s business continuity and disaster recovery services are part of the Services and will be performed by the Supplier when required.

5.3 If requested by the Buyer prior to entering into this Contract, the Supplier must ensure that its business continuity and disaster recovery plan is consistent with the Buyer’s own plans. This will be discussed and agreed as part of regular contract management meetings.

### 6. Payment, VAT and Contract charges

6.1 The Buyer must pay the Charges following clauses 6.2 to 6.11 for the Supplier’s delivery of the Services.

6.2 The Buyer will pay the Supplier within the number of days specified in the Order Form on receipt of a valid invoice.

6.3 The Contract Charges include all Charges for payment Processing.

6.4 The Supplier must ensure that each invoice contains a detailed breakdown of the Supplier Registration Services supplied. The Buyer may request the Supplier provides further documentation to substantiate the invoice.

6.5 If the Supplier enters into a Subcontract it must ensure that a provision is included in each Subcontract which specifies that payment must be made to the Subcontractor within 30 days of receipt of a valid invoice.

6.6 All Charges payable by the Buyer to the Supplier will include VAT at the appropriate Rate.

6.7 The Supplier must add VAT to the Charges at the appropriate rate with visibility of the amount as a separate line item.

6.8 The Supplier will indemnify the Buyer on demand against any liability arising from the Supplier's failure to account for or to pay any VAT on payments made to the Supplier under this Contract. The Supplier must pay all sums to the Buyer at least 5 Working Days before the date on which the tax or other liability is payable by the Buyer.

6.9 The Supplier must not suspend the supply of the Supplier Registration Services unless the Supplier is entitled to End this Contract under clause 16.6 for Buyer’s failure to pay undisputed sums of money. Interest will be payable by the Buyer on the late payment of any undisputed sums of money properly invoiced under the Late Payment of Commercial Debts (Interest) Act 1998.

6.10 If there’s an invoice dispute, the Buyer must pay the undisputed portion of the amount and return the invoice within 10 Working Days of the invoice date. The Buyer will provide a covering statement with proposed amendments and the reason for any non-payment. The Supplier must notify the Buyer within 10 Working Days of receipt of the returned invoice if it accepts the amendments. If it does then the Supplier must provide a replacement valid invoice with the response.

6.11 Due to the nature of Supplier Registration Services it isn’t possible in a static Order Form to exactly define the consumption of services over the duration of the Contract. The Supplier agrees that the Buyer’s volumes indicated in the Order Form are indicative only.

### 7. Recovery of sums due and right of set-off

7.1 If a Supplier owes money to the Buyer, the Buyer may deduct that sum from the Contract Charges.

### 8. Insurance

8.1 The Supplier will maintain the insurances required by the Buyer including those in this clause.

8.2 The Supplier will ensure that:

8.2.1 during this Contract, Subcontractors hold third party public and products liability insurance of the same amounts that the Supplier would be legally liable to pay as damages, including the claimant's costs and expenses, for accidental death or bodily injury and loss of or damage to Property, to a minimum of £1,000,000

8.2.2 the third-party public and products liability insurance contains an ‘indemnity to principals’ clause for the Buyer’s benefit

8.2.3 all agents and professional consultants involved in the Services hold professional indemnity insurance to a minimum indemnity of £1,000,000 for each individual claim during the Contract, and for 6 years after the End or Expiry Date

8.2.4 all agents and professional consultants involved in the Services hold employers liability insurance (except where exempt under Law) to a minimum indemnity of £5,000,000 for each individual claim during the Contract, and for 6 years after the End or Expiry Date

8.3 If requested by the Buyer, the Supplier will obtain additional insurance policies, or extend existing policies bought under the Contract.

8.4 If requested by the Buyer, the Supplier will provide the following to show compliance with this clause:

8.4.1 a broker's verification of insurance

8.4.2 receipts for the insurance premium

8.4.3 evidence of payment of the latest premiums due

8.5 Insurance will not relieve the Supplier of any liabilities under this Contract and the Supplier will:

8.5.1 take all risk control measures using Good Industry Practice, including the investigation and reports of claims to insurers

8.5.2 promptly notify the insurers in writing of any relevant material fact under any Insurances

8.5.3 hold all insurance policies and require any broker arranging the insurance to hold any insurance slips and other evidence of insurance

8.6 The Supplier will not do or omit to do anything, which would destroy or impair the legal validity of the insurance.

8.7 The Supplier will notify CCS and the Buyer as soon as possible if any insurance policies have been, or are due to be, cancelled, suspended, Ended or not renewed.

8.8 The Supplier will be liable for the payment of any:

9.8.1 premiums, which it will pay promptly

9.8.2 excess or deductibles and will not be entitled to recover this from the Buyer

### 9. Confidentiality

9.1 Subject to clause 21.1 the Supplier must during and after the Term keep the Buyer fully indemnified against all Losses, damages, costs or expenses and other liabilities (including legal fees) arising from any breach of the Supplier's obligations under the Data Protection Legislation. The indemnity doesn’t apply to the extent that the Supplier breach is due to a Buyer’s instruction.

### 10. Intellectual Property Rights

10.1 Unless otherwise specified in this Contract, a Party will not acquire any right, title or interest in or to the Intellectual Property Rights (IPRs) of the other Party or its Licensors.

10.2 The Supplier grants the Buyer a non-exclusive, transferable, irrevocable, royalty-free licence to use the Project Specific IPRs and any Background IPRs embedded within the Project Specific IPRs for the Buyer’s ordinary business activities for the duration of the Contract Term and any extension thereof.

10.3 The Supplier must obtain the grant of any third-party IPRs and Background IPRs so the Buyer can enjoy full use of the Project Specific IPRs.

10.4 The Supplier must promptly inform the Buyer if it can’t comply with the clause above and the Supplier must not use third-party IPRs or Background IPRs in relation to the Project Specific IPRs if it can’t obtain the grant of a licence acceptable to the Buyer.

10.5 The Supplier will, on written demand, fully indemnify the Buyer and the Crown for all Losses which it may incur at any time from any claim of infringement or alleged infringement of a third party’s IPRs because of the:

11.5.1 rights granted to the Buyer under this Contract

11.5.2 Supplier’s performance of the Services

11.5.3 use by the Buyer of the Services

10.6 If an IPR Claim is made, or is likely to be made, the Supplier will immediately notify the Buyer in writing and must at its own expense after written approval from the Buyer, either:

10.6.1 modify the relevant part of the Services without reducing its functionality or performance

10.6.2 substitute Services of equivalent functionality and performance, to avoid the infringement or the alleged infringement, as long as there is no additional cost or burden to the Buyer

10.6.3 buy a licence to use and supply the Services which are the subject of the alleged infringement, on terms acceptable to the Buyer

10.7 Clause 10.5 will not apply if the IPR Claim is from:

10.7.2 the use of data supplied by the Buyer which the Supplier isn’t required to verify under this Contract

10.7.3 other material provided by the Buyer necessary for the Services

10.8 If the Supplier does not comply with clauses 10.2 to 10.6, the Buyer may End this Contract for Material Breach. The Supplier will, on demand, refund the Buyer all the money paid for the affected Services.

### 11. Protection of information

11.1 The Supplier must:

11.1.1 comply with the Buyer’s written instructions and this Contract when Processing Buyer Personal Data

11.1.2 only Process the Buyer Personal Data as necessary for the provision of the Supplier Registration Services or as required by Law or any Regulatory Body

11.1.3 take reasonable steps to ensure that any Supplier Staff who have access to Buyer Personal Data act in compliance with Supplier's security processes

11.2 The Supplier must fully assist with any complaint or request for Buyer Personal Data including by:

11.2.1 providing the Buyer with full details of the complaint or request

11.2.2 complying with a data access request within the timescales in the Data Protection Legislation and following the Buyer’s instructions

11.2.3 providing the Buyer with any Buyer Personal Data it holds about a Data Subject (within the timescales required by the Buyer)

11.2.4 providing the Buyer with any information requested by the Data Subject

11.3 The Supplier must get prior written consent from the Buyer to transfer Buyer Personal Data to any other person (including any Subcontractors) for the provision of the Supplier Registration Services.

### 12. Buyer data

12.1 The Supplier must not remove any proprietary notices in the Buyer Data.

12.2 The Supplier will not store or use Buyer Data except if necessary to fulfil its

obligations.

12.3 If Buyer Data is processed by the Supplier, the Supplier will supply the data to the Buyer as requested.

12.4 The Supplier must ensure that any Supplier system that holds any Buyer Data is a secure system that complies with the Supplier’s and Buyer’s security policies and all Buyer requirements in the Order Form.

12.5 The Supplier will preserve the integrity of Buyer Data processed by the Supplier and prevent its corruption and loss.

12.6 The Supplier will ensure that any Supplier system which holds any protectively marked Buyer Data or other government data will comply with:

12.6.1 the principles in the Security Policy Framework:

<https://www.gov.uk/government/publications/security-policy-framework> and

the Government Security Classification policy: https:/www.gov.uk/government/publications/government-security-classifications

12.6.2 guidance issued by the Centre for Protection of National Infrastructure on

Risk Management[:](https://www.cpni.gov.uk/content/adopt-risk-management-approach)

<https://www.cpni.gov.uk/content/adopt-risk-management-approach> and

Protection of Sensitive Information and Assets:

<https://www.cpni.gov.uk/protection-sensitive-information-and-assets>

12.6.3 the National Cyber Security Centre’s (NCSC) information risk management guidance:

<https://www.ncsc.gov.uk/collection/risk-management-collection>

12.6.4 government best practice in the design and implementation of system components, including network principles, security design principles for digital services and the secure email blueprint:

<https://www.gov.uk/government/publications/technology-code-of-practice/technology-code-of-practice>

12.6.5 the security requirements of cloud services using the NCSC Cloud Security Principles and accompanying guidance:

<https://www.ncsc.gov.uk/guidance/implementing-cloud-security-principles>

12.6.6 buyer requirements in respect of AI ethical standards.

12.7 The Buyer will specify any security requirements for this project in the Order Form.

12.8 If the Supplier suspects that the Buyer Data has or may become corrupted, lost, breached or significantly degraded in any way for any reason, then the Supplier will notify the Buyer immediately and will (at its own cost if corruption, loss, breach or degradation of the Buyer Data was caused by the action or omission of the Supplier) comply with any remedial action reasonably proposed by the Buyer.

12.9 The Supplier agrees to use the appropriate organisational, operational and technological processes to keep the Buyer Data safe from unauthorised use or access, loss, destruction, theft or disclosure.

12.10 The provisions of this clause 12 will apply during the term of this Contract and for as long as the Supplier holds the Buyer’s Data.

### 13. Standards and quality

13.1 The Supplier will comply with any standards in this Contract, the Order Form and the Contract Terms and Conditions.

13.2 The Supplier will deliver the Services in a way that enables the Buyer to comply with its obligations under the Technology Code of Practice, which is at:

<https://www.gov.uk/government/publications/technology-code-of-practice/technology-code-of-practice>

13.3 If requested by the Buyer, the Supplier must, at its own cost, ensure that the Supplier Registration Services comply with the requirements in the PSN Code of Practice.

13.4 If any PSN Services are Subcontracted by the Supplier, the Supplier must ensure that the services have the relevant PSN compliance certification.

13.5 The Supplier must immediately disconnect its Supplier Registration Services from the PSN if the PSN Authority considers there is a risk to the PSN’s security and the Supplier agrees that the Buyer and the PSN Authority will not be liable for any actions, damages, costs, and any other Supplier liabilities which may arise[.](https://www.gov.uk/government/publications/cyber-risk-management-a-board-level-responsibility/10-steps-summary)

### 14. Open source

14.1 All software created for the Buyer must be suitable for publication as open source, unless otherwise agreed by the Buyer.

14.2 If software needs to be converted before publication as open source, the Supplier must also provide the converted format unless otherwise agreed by the Buyer.

### 15. Security

15.1 If requested to do so by the Buyer, before entering into this Contract the Supplier will, within 15 Working Days of the date of this Contract, develop (and obtain the Buyer’s written approval of) a Security Management Plan and an Information Security Management System. After Buyer approval the Security Management Plan and Information Security Management System will apply during the Term of this Contract. Both plans will comply with the Buyer’s security policy and protect all aspects and processes associated with the delivery of the Services.

15.2 The Supplier will use all reasonable endeavours, software and the most up-to-date antivirus definitions available from an industry-accepted antivirus software seller to minimise the impact of Malicious Software.

15.3 If Malicious Software causes loss of operational efficiency or loss or corruption of Service Data, the Supplier will help the Buyer to mitigate any losses and restore the Services to operating efficiency as soon as possible.

15.4 Responsibility for costs will be at the:

15.4.1 Supplier’s expense if the Malicious Software originates from the Supplier software or the Service Data while the Service Data was under the control of the Supplier, unless the Supplier can demonstrate that it was already present, not quarantined or identified by the Buyer when provided

15.4.2 Buyer’s expense if the Malicious Software originates from the Buyer software or the Service Data, while the Service Data was under the Buyer’s control

15.5 The Supplier will immediately notify the Buyer of any breach of security of Buyer’s Confidential Information (and the Buyer of any Buyer Confidential Information breach). Where the breach occurred because of a Supplier Default, the Supplier will recover the Buyer’s Confidential Information however it may be recorded.

15.6 Any system development by the Supplier should also comply with the government’s ‘10 Steps to Cyber Security’ guidance:

<https://www.ncsc.gov.uk/guidance/10-steps-cyber-security>

15.7 If a Buyer has requested in the Order Form that the Supplier has a Cyber Essentials certificate, the Supplier must provide the Buyer with a valid Cyber Essentials certificate (or equivalent) required for the Services before the Start date.

1. Continuous Improvement

16.1 The Supplier must, throughout the Contract Period, identify new or potential improvements to the provision of the Deliverables with a view to reducing the Buyer’s costs (including the Charges) and/or improving the quality and efficiency of the Deliverables and their supply to the Buyer.

16.2 The Supplier must adopt a policy of continuous improvement in relation to the Deliverables, which must include regular reviews with the Buyer of the Deliverables and the way it provides them, with a view to reducing the Buyer's costs (including the Charges) and/or improving the quality and efficiency of the Deliverables. The Supplier and the Buyer must provide each other with any information relevant to meeting this objective.

16.3 The Supplier must provide sufficient information with each suggested improvement to enable a decision on whether to implement it. The Supplier shall provide any further information as requested.

16,4 If the Buyer wishes to incorporate any improvement into this Contract, it must request a Variation in accordance with the Variation Procedure and the Supplier must implement such Variation at no additional cost to the Buyer or CCS.

16.5 Should the Supplier's costs in providing the Deliverables to the Buyer be reduced as a result of any changes implemented, all of the cost savings shall be passed on to the Buyer by way of a consequential and immediate reduction in the Charges for the Deliverables.

### 17. Ending the Contract

17.1 The Buyer can End this Contract at any time by giving 30 days’ written notice to the Supplier, unless a shorter period is specified in the Order Form. The Supplier’s obligation to provide the Services will end on the date in the notice.

17.2 The Parties agree that the:

17.2.1 Buyer’s right to End the Contract under clause 16.1 is reasonable considering the type of Service being provided

17.2.2 Contract Charges paid during the notice period is reasonable compensation and covers all the Supplier’s avoidable costs or Losses

17.3 Subject to clause 21 (Liability), if the Buyer Ends this Contract under clause 16.1, it will indemnify the Supplier against any commitments, liabilities or expenditure which result in any unavoidable Loss by the Supplier, provided that the Supplier takes all reasonable steps to mitigate the Loss. If the Supplier has insurance, the Supplier will reduce its unavoidable costs by any insurance sums available. The Supplier will submit a fully itemised and costed list of the unavoidable Loss with supporting evidence.

17.4 The Buyer will have the right to End this Contract at any time with immediate effect by written notice to the Supplier if either the Supplier commits:

16.4.1 a Supplier Default and if the Supplier Default cannot, in the reasonable opinion of the Buyer, be remedied

16.4.2 any fraud

17.5 A Party can End this Contract at any time with immediate effect by written notice if:

17.5.1 the other Party commits a Material Breach of any term of this Contract (other than failure to pay any amounts due) and, if that breach is remediable, fails to remedy it within 15 Working Days of being notified in writing to do so

17.5.2 an Insolvency Event of the other Party happens

17.5.3 the other Party ceases or threatens to cease to carry on the whole or any material part of its business

17.6 If the Buyer fails to pay the Supplier undisputed sums of money when due, the Supplier must notify the Buyer and allow the Buyer 5 Working Days to pay. If the Buyer doesn’t pay within 5 Working Days, the Supplier may End this Contract by giving the length of notice in the Order Form.

17.7 A Party who isn’t relying on a Force Majeure event will have the right to End this Contract if clause 21.1 applies.

### 18 Consequences of suspension, ending and expiry

18.1 If a Buyer has the right to End a Contract, it may elect to suspend this Contract or any part of it.

18.2 Even if a notice has been served to End this Contract or any part of it, the Supplier must continue to provide the Supplier Registration Services until the dates set out in the notice.

18.3 The rights and obligations of the Parties will cease on the Expiry Date or End Date whichever applies) of this, except those continuing provisions described in clause 17.4.

18.4 Ending or expiry of this Contract will not affect:

18.4.1 any rights, remedies or obligations accrued before its Ending or expiration

18.4.2 the right of either Party to recover any amount outstanding at the time of Ending or expiry

18.4.3 the continuing rights, remedies or obligations of the Buyer or the Supplier under clauses

* + 6 (Payment, VAT and Contract charges)
	+ 7 (Recovery of sums due and right of set-off)
	+ 8 (Insurance)
	+ 9 (Confidentiality)
	+ 10 (Intellectual property rights)
	+ 11 (Protection of information)
	+ 12 (Buyer data)
	+ 17 (Consequences of suspension, ending and expiry)
	+ 21 (Liability); incorporated Contract Terms and Conditions: 3.2 to 3.7 (Liability)
	+ 17.1 to 17.7 (Conflicts of interest and ethical walls)
	+ 28.1 to 28.2 (Waiver and cumulative remedies)

18.4.4 any other provision of this Contract which expressly or by implication is in force even if it Ends or expires

18.5 At the end of the Contract Term, the Supplier must promptly:

18.5.1 return all Buyer Data including all copies of Buyer software, code and any other software licensed by the Buyer to the Supplier under it

18.5.2 return any materials created by the Supplier under this Contract if the IPRs are owned by the Buyer

18.5.3 stop using the Buyer Data and, at the direction of the Buyer, provide the Buyer with a complete and uncorrupted version in electronic form in the formats and on media agreed with the Buyer

18.5.4 destroy all copies of the Buyer Data when they receive the Buyer’s written instructions to do so or 12 calendar months after the End or Expiry Date, and provide written confirmation to the Buyer that the data has been securely destroyed, except if the retention of Buyer Data is required by Law

18.5.5 work with the Buyer on any ongoing work

18.5.6 return any sums prepaid for Services which have not been delivered to the Buyer, within 10 Working Days of the End or Expiry Date

18.6 Each Party will return all of the other Party’s Confidential Information and confirm this has been done, unless there is a legal requirement to keep it or this Contract states otherwise.

18.7 All licences, leases and authorisations granted by the Buyer to the Supplier will cease at the end of the Contract Term without the need for the Buyer to serve notice except if this Contract states otherwise.

### 19. Notices

19.1 Any notices sent must be in writing. For the purpose of this clause, an email is accepted as being 'in writing'.

* Manner of delivery: email
* Deemed time of delivery: 9am on the first Working Day after sending
* Proof of service: Sent in an emailed letter in PDF format to the correct email address without any error message

19.2 This clause does not apply to any legal action or other method of dispute resolution which should be sent to the addresses in the Order Form (other than a dispute notice under this Contract).

### 20. Exit plan

20.1 The Supplier must provide an exit plan.

20.2 When requested, the Supplier will help the Buyer to terminate the Services in line with the Exit Plan.

### 21. Force majeure

21.1 If a Force Majeure event prevents a Party from performing its obligations under this Contract for more than the number of consecutive days set out in the Order Form, the other Party may End this Contract with immediate effect by written notice.

### 22. Liability

22.1 Subject to the Contract Terms and Conditions clauses 3.2 to 3.7, each Party's Yearly total liability for Defaults under or in connection with this Contract (whether expressed as an indemnity or otherwise) will be set as follows:

22.1.1 Property: for all Defaults by either party resulting in direct loss to the property (including technical infrastructure, assets, IPR or equipment but excluding any loss or damage to Buyer Data) of the other Party, will not exceed the amount in the Order Form

22.1.2 Buyer Data: for all Defaults by the Supplier resulting in direct loss, destruction, corruption, degradation or damage to any Buyer Data, will not exceed the amount in the Order Form

22.1.3 Other Defaults: for all other Defaults by either party, claims, Losses or damages, whether arising from breach of contract, misrepresentation (whether under common law or statute), tort (including negligence), breach of statutory duty or otherwise will not exceed the amount in the Order Form.

### 23. The Contracts (Rights of Third Parties) Act 1999

23.1 Except as specified in clause 25.8, a person who isn’t Party to this Contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms. This does not affect any right or remedy of any person which exists or is available otherwise.

### 24. Environmental requirements

24.1 The Buyer will provide a copy of its environmental policy to the Supplier on request, which the Supplier will comply with.

24.2 The Supplier must provide reasonable support to enable Buyers to work in an environmentally friendly way, for example by helping them recycle or lower their carbon footprint.

### 25. The Employment Regulations (TUPE)

25.1 The Supplier agrees that if the Employment Regulations apply to this Contract on the Start date then it must comply with its obligations under the Employment Regulations and (if applicable) New Fair Deal (including entering into an Admission Agreement) and will indemnify the Buyer or any Former Supplier for any loss arising from any failure to comply.

25.2 Six months before this Contract expires, or after the Buyer has given notice to End it, and within 28 days of the Buyer’s request, the Supplier will fully and accurately disclose to the Buyer all staff information including, but not limited to, the total number of staff assigned for the purposes of TUPE to the Services. For each person identified the Supplier must provide details of:

25.2.1 the activities they perform

25.2.2 age

25.2.3 start date

25.2.4 place of work

25.2.5 notice period

25.2.6 redundancy payment entitlement

25.2.7 salary, benefits and pension entitlements

25.2.8 employment status

25.2.9 identity of employer

25.2.10 working arrangements

25.2.11 outstanding liabilities

25.2.12 sickness absence

25.2.13 copies of all relevant employment contracts and related documents

25.2.14 all information required under regulation 11 of TUPE or as reasonably

requested by the Buyer

25.3 The Supplier warrants the accuracy of the information provided under this TUPE clause and will notify the Buyer of any changes to the amended information as soon as reasonably possible. The Supplier will permit the Buyer to use and disclose the information to any prospective Replacement Supplier.

25.4 In the 12 months before the expiry of this Contract, the Supplier will not change the identity and number of staff assigned to the Services (unless reasonably requested by the Buyer) or their terms and conditions, other than in the ordinary course of business.

25.5 The Supplier will co-operate with the re-tendering of this Contract by allowing the Replacement Supplier to communicate with and meet the affected employees or their representatives.

25.6 The Supplier will indemnify the Buyer or any Replacement Supplier for all Loss arising from both:

25.6.1 its failure to comply with the provisions of this clause

25.6.2 any claim by any employee or person claiming to be an employee (or their employee representative) of the Supplier which arises or is alleged to arise from any act or omission by the Supplier on or before the date of the Relevant Transfer

25.7 The provisions of this clause apply during the Term of this Contract and indefinitely after it Ends or expires.

25.8 For these TUPE clauses, the relevant third party will be able to enforce its rights under this clause but their consent will not be required to vary these clauses as the Buyer and Supplier may agree.

### 26. Variation process

26.1 The Buyer can request in writing a change to this Contract if it isn’t a material change to this Contract. Once implemented, it is called a Variation.

26.2 The Supplier must notify the Buyer immediately in writing of any proposed changes to their Services or their delivery by submitting a Variation request. This includes any changes in the Supplier’s supply chain.

26.3 If Either Party can’t agree to or provide the Variation, the Buyer may agree to continue performing its obligations under this Contract without the Variation, or End this Contract by giving 30 days notice to the Supplier.

### 27. Data Protection Legislation (GDPR)

27.1 The appropriate GDPR templates which are required to be completed are reproduced in this Contract document at schedule 4.

## Schedule 3: Glossary and interpretations

In this Contract the following expressions mean:

|  |  |
| --- | --- |
| Expression | Meaning |
| **Additional Services** | Any services ancillary to the Supplier Registration Services. |
| **Admission Agreement** | The agreement to be entered into to enable the Supplier to participate in the relevant Civil Service pension scheme(s). |
| **Application** | The response submitted by the Supplier to the Invitation to Tender (known as the Invitation to Apply on the Digital Marketplace). |
| **Background IPRs** | For each Party, IPRs:* owned by that Party before the date of this Contract (as may be enhanced and/or modified but not as a consequence of the Services) including IPRs contained in any of the Party's Know-How, documentation and processes
* created by the Party independently of this Contract, or

For the Buyer, Crown Copyright which isn’t available to the Supplier otherwise than under this Contract, but excluding IPRs owned by that Party in Buyer software or Supplier software. |
| **Buyer** | The contracting authority ordering services as set out in the Order Form. |
| **Buyer Data** | All data supplied by the Buyer to the Supplier including Personal Data and Service Data that is owned and managed by the Buyer. |
| **Buyer Personal Data** | The Personal Data supplied by the Buyer to the Supplier for purposes of, or in connection with, this Contract. |
| **Buyer Representative** | The representative appointed by the Buyer under this Contract. |
| **Buyer Software** | Software owned by or licensed to the Buyer (other than under this Agreement), which is or will be used by the Supplier to provide the Services. |
| **Contract** | This contract entered into for the provision of Services made between the Buyer and the Supplier comprising the Order Form and the contract terms and conditions.  |
| **Charges** | The prices (excluding any applicable VAT), payable to the Supplier by the Buyer under this Contract. |
| **Commercially Sensitive Information** | Information, which the Buyer has been notified about by the Supplier in writing before the Start date with full details of why the Information is deemed to be commercially sensitive. |
| **Confidential Information** | Data, Personal Data and any information, which may include (but isn’t limited to) any:* information about business, affairs, developments, trade secrets, know-how, personnel, and third parties, including all Intellectual Property Rights (IPRs), together with all information derived from any of the above
* other information clearly designated as being confidential or which ought reasonably be considered to be confidential (whether or not it is marked 'confidential').
 |
| **Control** | ‘Control’ as defined in section 1124 and 450 of the Corporation TaxAct 2010. 'Controls' and 'Controlled' will be interpreted accordingly. |
| **Controller** | Takes the meaning given in the GDPR. |
| **Crown** | The government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Executive and the National Assembly for Wales), including, but not limited to, government ministers and government departments and particular bodies, persons, commissions or agencies carrying out functions on its behalf. |
| **Cyber Essentials Certificate** | a Cyber Essentials Basic Certificate, Cyber Essentials Plus Certificate or a written statement that equivalent controls are in place through other means, verified by a technically competent and independent third party which must be an Information Assurance for Small and Medium Enterprises (IASME) registered certification body to be provided by the Supplier. |
| **Data Loss Event** | Event that results, or may result, in unauthorised access to Personal Data held by the Processor under this Contract and/or actual or potential loss and/or destruction of Personal Data in breach of this Contract, including any Personal Data Breach. |
| **Data Protection Impact Assessment (DPIA)** | An assessment by the Controller of the impact of the envisaged Processing on the protection of Personal Data. |
| **Data Protection Legislation (DPL)** | Data Protection Legislation means:(i) the GDPR, the LED and any applicable national implementing Laws as amended from time to time(ii) the DPA 2018 to the extent that it relates to Processing of Personal Data and privacy(iii) all applicable Law about the Processing of Personal Data and privacy including if applicable legally binding guidance and codes of practice issued by the Information Commissioner |
| **Data Subject** | Takes the meaning given in the GDPR |
| **Default** | Default is any:* breach of the obligations of the Supplier (including any fundamental breach or breach of a fundamental term)
* other Default, negligence or negligent statement of the Supplier, of its Subcontractors or any Supplier Staff (whether by act or omission), in connection with or in relation to this Contract

Unless otherwise specified in the Supplier is liable to CCS for a Default of the Contract. |
| **Deliverable(s)** | The Supplier Registration Service the Buyer contracts the Supplier to provide under this Contract. |
| **DPA 2018** | Data Protection Act 2018. |
| **Employment Regulations** | The Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) (‘TUPE’) which implements the Acquired Rights Directive. |
| **End** | Means to terminate; and Ended and Ending are construed accordingly. |
| **Environmental Information Regulations or EIR** | The Environmental Information Regulations 2004 together with any guidance or codes of practice issued by the Information Commissioner or relevant government department about the regulations. |
| **Equipment** | The Supplier’s hardware, computer and telecoms devices, plant, materials and such other items supplied and used by the Supplier (but not hired, leased or loaned from CCS or the Buyer) in the performance of its obligations under this Contract. |
| **ESI Reference Number** | The 14 digit ESI reference number from the summary of the outcome screen of the ESI tool. |
| **Employment Status Indicator test tool or ESI tool** | The HMRC Employment Status Indicator test tool. The most up-to-date version must be used. At the time of drafting the tool may be found here:<https://www.gov.uk/guidance/check-employment-status-for-tax> |
| **Expiry Date** | The expiry date of this Contract in the Order Form. |
| **Force Majeure** | A force Majeure event means anything affecting either Party's performance of their obligations arising from any:* acts, events or omissions beyond the reasonable control of the affected Party
* riots, war or armed conflict, acts of terrorism, nuclear, biological or chemical warfare
* acts of government, local government or Regulatory Bodies
* fire, flood or disaster and any failure or shortage of power or fuel
* industrial dispute affecting a third party for which a substitute third party isn’t reasonably available

The following do not constitute a Force Majeure event:* any industrial dispute about the Supplier, its staff, or failure in the Supplier’s (or a Subcontractor's) supply chain
* any event which is attributable to the wilful act, neglect or failure to take reasonable precautions by the Party seeking to rely on Force Majeure
* the event was foreseeable by the Party seeking to rely on Force Majeure at the time this Contract was entered into
* any event which is attributable to the Party seeking to rely on Force Majeure and its failure to comply with its own business continuity and disaster recovery plans
 |
| **Former Supplier** | A supplier supplying services to the Buyer before the Start date that are the same as or substantially similar to the Services. This also includes any Subcontractor or the Supplier (or any subcontractor of the Subcontractor). |
| **Fraud** | Any offence under Laws creating offences in respect of fraudulent acts (including the Misrepresentation Act 1967) or at common law in respect of fraudulent acts in relation to this Contract or defrauding or attempting to defraud or conspiring to defraud the Crown. |
| **Freedom of Information Act or FoIA** | The Freedom of Information Act 2000 and any subordinate legislation made under the Act together with any guidance or codes of practice issued by the Information Commissioner or relevant government department in relation to the legislation. |
| **GDPR** | General Data Protection Regulation (Regulation (EU) 2016/679) |
| **Good Industry Practice** | Standards, practices, methods and process conforming to the Law and the exercise of that degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged in a similar undertaking in the same or similar circumstances. |
| **Government Procurement Card** | The government’s preferred method of purchasing and payment for low value goods or services.  |
| **Guidance** | Any current UK government guidance on the Public Contracts Regulations 2015. In the event of a conflict between any current UK government guidance and the Crown Commercial Service guidance, current UK government guidance will take precedence. |
| **Implementation Plan** | The plan with an outline of processes (including data standards for migration), costs (for example) of implementing the services which may be required as part of Onboarding. |
| **Indicative test** | ESI tool completed by contractors on their own behalf at the request of CCS or the Buyer (as applicable) under clause 4.6. |
| **Information** | Has the meaning given under section 84 of the Freedom of Information Act 2000. |
| **Information security management system** | The information security management system and process developed by the Supplier in accordance with clause 16.1. |
| **Inside IR35** | Contractual engagements which would be determined to be within the scope of the IR35 Intermediaries legislation if assessed using the ESI tool. |
| **Insolvency event** | Can be:* a voluntary arrangement
* a winding-up petition
* the appointment of a receiver or administrator
* an unresolved statutory demand
* a Schedule A1 moratorium
 |
| **Intellectual Property Rights or IPR** | Intellectual Property Rights are:* copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trade marks, rights in internet domain names and website addresses and other rights in trade names, designs, Know-How, trade secrets and other rights in Confidential Information
* applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction
* all other rights having equivalent or similar effect in any country or jurisdiction
 |
| **Intermediary** | For the purposes of the IR35 rules an intermediary can be:* the supplier's own limited company
* a service or a personal service company
* a partnership

It does not apply if you work for a client through a Managed Service Company (MSC) or agency (for example, an employment agency). |
| **IPR claim** | As set out in clause 10.5. |
| **IR35** | IR35 is also known as ‘Intermediaries legislation’. It’s a set of rules that affect tax and National Insurance where a Supplier is contracted to work for a client through an Intermediary. |
| **IR35 assessment** | Assessment of employment status using the ESI tool to determine if engagement is Inside or Outside IR35. |
| **Know-How** | All ideas, concepts, schemes, information, knowledge, techniques, methodology, and anything else in the nature of know-how relating to the Supplier Registration Services but excluding know-how already in the Supplier’s or CCS’s possession before the Start date. |
| **Law** | Any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of Section 2 of the European Communities Act 1972, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the relevant Party is bound to comply. |
| **LED** | Law Enforcement Directive (EU) 2016/680. |
| **Loss** | All losses, liabilities, damages, costs, expenses (including legal fees), disbursements, costs of investigation, litigation, settlement, judgment, interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise and '**Losses**' will be interpreted accordingly. |
| **Malicious Software** | Any software program or code intended to destroy, interfere with, corrupt, or cause undesired effects on program files, data or other information, executable code or application software macros, whether or not its operation is immediate or delayed, and whether the malicious software is introduced wilfully, negligently or without knowledge of its existence. |
| **Material Breach** | Those breaches which have been expressly set out as a Material Breach and any other single serious breach or persistent failure to perform as required under this Contract. |
| **Ministry of Justice Code** | The Ministry of Justice’s Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the Freedom of Information Act 2000. |
| **New Fair Deal** | The revised Fair Deal position in the HM Treasury guidance: “Fair Deal for staff pensions: staff transfer from central government” issued in October 2013 as amended. |
| **Order Form** | The order form set out in Part A of the Contract to be used by a Buyer to order Supplier Registration Services. |
| **Ordered Supplier Registration Services** | Supplier Registration Services which are the subject of an order by the Buyer. |
| **Outside IR35** | Contractual engagements which would be determined to not be within the scope of the IR35 intermediaries legislation if assessed using the ESI tool. |
| **Party** | The Buyer or the Supplier and ‘Parties’ will be interpreted accordingly. |
| **Personal Data** | Takes the meaning given in the GDPR. |
| **Personal Data Breach** | Takes the meaning given in the GDPR. |
| **Processing** | Takes the meaning given in the GDPR. |
| **Processor** | Takes the meaning given in the GDPR. |
| **Prohibited act** | To directly or indirectly offer, promise or give any person working for or engaged by a Buyer or CCS a financial or other advantage to:* induce that person to perform improperly a relevant function or activity
* reward that person for improper performance of a relevant function or activity
* commit any offence:
	+ under the Bribery Act 2010
	+ under legislation creating offences concerning Fraud
	+ at common Law concerning Fraud
	+ committing or attempting or conspiring to commit Fraud
 |
| **Project Specific IPRs** | Any intellectual property rights in items created or arising out of the performance by the Supplier (or by a third party on behalf of the Supplier) specifically for the purposes of this Contract including databases, configurations, code, instructions, technical documentation and schema but not including the Supplier’s Background IPRs. |
| **Property** | Assets and property including technical infrastructure, IPRs and equipment. |
| **Protective Measures** | Appropriate technical and organisational measures which may include: pseudonymisation and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of such measures adopted by it. |
| **PSN or Public Services Network** | The Public Services Network (PSN) is the government’s high-performance network which helps public sector organisations work together, reduce duplication and share resources. |
| **Regulatory body or bodies** | Government departments and other bodies which, whether under statute, codes of practice or otherwise, are entitled to investigate or influence the matters dealt with in this Contract. |
| **Relevant person** | Any employee, agent, servant, or representative of the Buyer, any other public body or person employed by or on behalf of the Buyer, or any other public body. |
| **Relevant Transfer** | A transfer of employment to which the employment regulations applies. |
| **Replacement Services** | Any services which are the same as or substantially similar to any of the Services and which the Buyer receives in substitution for any of the services after the expiry or Ending or partial Ending of the Contract, whether those services are provided by the Buyer or a third party. |
| **Replacement supplier** | Any third-party service provider of replacement services appointed by the Buyer (or where the Buyer is providing replacement Services for its own account, the Buyer). |
| **Security management plan** | The Supplier's security management plan developed by the Supplier in accordance with clause 15.1. |
| **Services** | The services ordered by the Buyer as set out in the Order Form. |
| **Service data** | Data that is owned or managed by the Buyer and used for the Supplier Registration Services, including backup data. |
| **Service description** | The description of the Supplier service offering as published on the Digital Marketplace. |
| **Service Personal Data** | The Personal Data supplied by a Buyer to the Supplier in the course of the use of the Supplier Registration Services for purposes of or in connection with this Contract. |
| **Spend controls** | The approval process used by a central government Buyer if it needs to spend money on certain digital or technology services, see<https://www.gov.uk/service-manual/agile-delivery/spend-controls-check-if-you-need-approval-to-spend-money-on-a-service> |
| **Start date** | The Start date of this Contract as set out in the Order Form. |
| **Subcontract** | Any contract or agreement or proposed agreement between the Supplier and a subcontractor in which the subcontractor agrees to provide to the Supplier the Supplier Registration Services or any part thereof or facilities or goods and services necessary for the provision of the Supplier Registration Services or any part thereof. |
| **Subcontractor** | Any third party engaged by the Supplier under a subcontract (permitted under the Contract) and its servants or agents in connection with the provision of Supplier Registration Services. |
| **Subprocessor** | Any third party appointed to process Personal Data on behalf of the Supplier under this Contract. |
| **Supplier** | The person, firm or company identified in the Order Form. |
| **Supplier Representative** | The representative appointed by the Supplier from time to time in relation to the Contract. |
| **Supplier staff** | All persons employed by the Supplier together with the Supplier’s servants, agents, suppliers and subcontractors used in the performance of its obligations under this Contract. |
| **Term** | The term of this Contract as set out in the Order Form. |
| **Variation** | This has the meaning given to it in clause 26 (Variation process). |
| **Working Days** | Any day other than a Saturday, Sunday or public holiday in England and Wales. |
| **Year** | A contract year. |

## Schedule 4: GDPR Information

This schedule reproduces the annexes to the GDPR schedule contained within the Contract Terms and Conditions and incorporated into this Contract.

### Annex 1: Processing Personal Data

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

1.1 The contact details of the Buyer’s Data Protection Officer are: **REDACTED TEXT under FOIA Section 40 Personal Information.**

1.2 The contact details of the Supplier’s Data Protection Officer are: **REDACTED TEXT under FOIA Section 40 Personal Information.**

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

1.4 Any such further instructions shall be incorporated into this Annex.

|  |  |
| --- | --- |
| **Descriptions** | **Details** |
| Identity of Controller for each Category of Personal Data | **CCS is Controller and the Supplier is Processor**The Parties acknowledge for the purposes of the Data Protection Legislation, CCS is the Controller and the Supplier is the Processor of the Personal Data recorded below*Personal data relating to CCS employee’s; suppliers business contact information within contracts; suppliers financial data within D&B records; customer account data***The Supplier is Controller and CCS is Processor**The Parties acknowledge that for the purposes of the Data Protection Legislation, the Supplier is the Controller and CCS is the Processor in accordance with paragraph 2 to paragraph 16.**The Parties are Joint Controllers***The Parties acknowledge that they are Joint Controllers for the purposes of the Data Protection Legislation.***The Parties are Independent Controllers of Personal Data***The Parties acknowledge that they are Independent Controllers for the purposes of the Data Protection Legislation in respect of:** *Business contact details of Supplier Personnel for which the Supplier is the Controller,*

*Business contact details of any* *directors, officers, employees, agents, consultants and contractors of CCS (excluding the Supplier Personnel) engaged in the performance of CCS’s duties under the Contract) for which CCS is the Controller.* |
| Duration of the Processing | Up to 7 years after the expiry or termination of the Contract |
| Nature and purposes of the Processing | To facilitate the fulfilment of the Supplier’s obligations arising under this Contract includingi. Ensuring effective communication between the Supplier and CSSii. Maintaining full and accurate records of the Contract arising under the Contract iii. To allow customers access to DPS / DMp agreements.iv. To provide suppliers with the ability to complete procurement activities under contract. |
| Type of Personal Data | Name; organisation; job title; email address; telephone number; organisation address.Criminal conviction; nationality; DOB. |
| Categories of Data Subject | CCS employee’s; Supplier contractual key contacts; Customer contacts; Service Provider contacts. |
| Plan for return and destruction of the data once the Processing is complete UNLESS requirement under Union or Member State law to preserve that type of data | All relevant data to be deleted 7 years after the expiry or termination of this Contract unless longer retention is required by Law or the terms of the Contract arising hereunder |