



Department for Work & Pensions

Subject to Contract
Crown Copyright 2022

The Short Form Contract

SHORT FORM CONTRACT FOR THE SUPPLY OF GOODS AND/OR SERVICES

I. Cover Letter - [REDACTED]

II. Order Form

1. Contract Reference	Project_25532	
2. Buyer	The Secretary of State for Work and Pensions Department for Work and Pensions Caxton House Tothill Street London SW1H 9NA.	
3. Supplier	Shakespeare Martineau No 1 Colmore Square, Birmingham, B4 6AA	
4. The Contract	<p>This Contract between the Buyer and the Supplier is for the supply of Deliverables.</p> <p>The Supplier shall supply the Deliverables described below on the terms set out in this Order Form and the attached contract conditions ("Conditions") and Annexes.</p> <p>Unless the context otherwise requires, capitalised expressions used in this Order Form have the same meanings as in the Conditions.</p> <p>In the event of any conflict between this Order Form and the Conditions, this Order Form shall prevail.</p> <p>Please do not attach any Supplier terms and conditions to this Order Form as they will not be accepted by the Buyer and may delay conclusion of the Contract.</p>	
5. Deliverables	Goods	None

	Services	<p>Description: as set out in Annex 2 – Statement of Requirements.</p> <p>[REDACTED]</p> <p>Date(s) of Delivery: 20/02/2023 – 19/02/2024</p> <p>To be performed during working hours are 08:00 hours to 20:00 hours, Monday to Friday.</p>
6. Statement of Requirements	The Statement of Requirements of the Deliverables is as set out Annex 2 – Statement of Requirements.	
7. Start Date	20/02/2023	
8. Expiry Date	19/02/2024	
9. Extension Period	Not applicable	
10. Optional Intellectual Property Rights (“IPR”) Clauses	Not applicable	
11. Charges	[REDACTED]	
12. Payment	[REDACTED]	
13. Data Protection Liability Cap	In accordance with clause 12.5 of the Conditions, the Supplier's total aggregate liability under clause 14.7(e) of the Conditions is no more than the Data Protection Liability Cap, [REDACTED]	
14. Progress Meetings and Progress Reports	<p>The Supplier shall attend progress meetings with the Buyer every quarter.</p> <p>The Supplier shall provide the Buyer with progress reports as set out in Section 8 Annex 2 – Statement of Requirements.</p>	
15. Buyer Authorised Representative(s)	[REDACTED]	
16. Supplier Authorised Representative(s)	[REDACTED]	
17. Address for notices	<p>Buyer:</p> <p>Department for Work & Pensions Quarry House, Quarry Hill, Leeds LS2 7UA</p>	<p>Supplier:</p> <p>Shakespeare Martineau No 1 Colmore Square, Birmingham, B4 6AA</p>

	Attention: [REDACTED] Email: [REDACTED] Attention: [REDACTED] Email: [REDACTED]
18. Key Staff	[REDACTED]
19. Procedures and Policies	<p>For the purposes of the Contract the:</p> <p>The Buyer's Staff Vetting Procedures - details of what the Buyer considers to be a Relevant Conviction for the purposes of clause 8.7 of the Conditions.</p> <p>The Buyer's security / data security requirements: Annex 4 – Minimum Security Requirements.</p> <p>The Buyer's additional sustainability requirements: Annex 2 – Statement of Requirements, section 19.</p> <p>The Buyer's equality and diversity policy and instructions related to equality Law: Equality and Diversity Policy.pdf (publishing.service.gov.uk)</p>
20. Special Terms	NOT USED
	Special Term 2 - NOT USED
	Special Term 3 - NOT USED
21. Incorporated /terms	<p>The following documents are incorporated into the Contract. If there is any conflict, the following order of precedence applies:</p> <ul style="list-style-type: none"> a) The cover letter from the Buyer to the Supplier dated 14/02/2023. b) This Order Form. c) The following Annexes in equal order of precedence: <ul style="list-style-type: none"> Annex 1 – Processing Personal Data - [REDACTED] Annex 2 – Statement of Requirements Annex 3 – Charges [REDACTED] Annex 4 – Minimum Security Requirements

Signed for and on behalf of the Supplier	Signed for and on behalf of the Buyer
---	--

Name:	Name:
Date:	Date:
Signature:	Signature:

Where appropriate, this Order Form may be signed electronically by both Parties.

Annex 1 – Processing Personal Data**Part A - Authorised Processing Template**

Contract:	Orders for Sale Litigation
Date:	14/02/23
Description of authorised processing	Details
Identity of Controller and Processor for each category of Personal Data	[REDACTED]
Subject matter of the processing	[REDACTED]
Duration of the processing	The contract start date and no later than the current contract expiry date.
Nature and purposes of the processing	<p>The purpose of this Contract is to deliver litigation services pertaining to an Order for Sale via Court action to force the sale of a non-paying parent's house to enable the Child Maintenance Service ("the Buyer") to deliver against its statutory obligations.</p> <p>Due to the complexity of this process a lawyer must represent Child Maintenance Services in court.</p> <p>This contract will deliver litigation services:</p> <ul style="list-style-type: none"> • Initial assessment and action by the Supplier • Referral back to the Buyer with recommendations for action and decision • Request for further action and if appropriate – application to Court • Delivery of legal action, valuation, and protection of assets in lieu of Court decisions. • Recovery of monies and disbursement to the Buyer.
Type of Personal Data	[REDACTED]
Categories of Data Subject	[REDACTED]

Plan for return and destruction of the data once the processing is complete UNLESS requirement under law to preserve that type of data	[REDACTED]
Locations at which the Supplier and/or its Subcontractors process Personal Data under this Contract	[REDACTED]
Protective Measures that the Supplier and, where applicable, its Subcontractors have implemented to protect Personal Data processed under this Contract against a breach of security (insofar as that breach of security relates to data) or a Personal Data Breach	[REDACTED]

Part B – Joint Controller Agreement – NOT USED**Part C – Independent Controllers****1. Independent Controller Provisions**

- 1.1 With respect to Personal Data provided by one Party to another Party for which each Party acts as Controller but which is not under the Joint Control of the Parties, each Party undertakes to comply with the applicable Data Protection Legislation in respect of their processing of such Personal Data as Controller.
- 1.2 Each Party shall process the Personal Data in compliance with its obligations under the Data Protection Legislation and not do anything to cause the other Party to be in breach of it.
- 1.3 Where a Party has provided Personal Data to the other Party in accordance with Paragraph 1.1 of this Part C – *Independent Controllers* of Annex 1 – *Processing Personal Data* above, the recipient of the Personal Data will provide all such relevant documents and information relating to its data protection policies and procedures as the other Party may reasonably require.
- 1.4 The Parties shall be responsible for their own compliance with Articles 13 and 14 UK GDPR in respect of the processing of Personal Data for the purposes of the Contract.
- 1.5 The Parties shall only provide Personal Data to each other:
 - (a) to the extent necessary to perform their respective obligations under the Contract;
 - (b) in compliance with the Data Protection Legislation (including by ensuring all required data privacy information has been given to affected Data Subjects to meet the requirements of Articles 13 and 14 of the UK GDPR); and
 - (c) where it has recorded it in Part A - *Authorised Processing Template* of Annex 1 – *Processing Personal Data*.
- 1.6 Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, each Party shall, with respect to its processing of Personal Data as Independent Controller, implement and maintain appropriate technical and organisational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1)(a), (b), (c) and (d) of the UK GDPR, and the measures shall, at a minimum, comply with the requirements of the Data Protection Legislation, including Article 32 of the UK GDPR.
- 1.7 A Party processing Personal Data for the purposes of the Contract shall maintain a record of its processing activities in accordance with Article 30 UK GDPR and shall make the record available to the other Party upon reasonable request.
- 1.8 Where a Party receives a request by any Data Subject to exercise any of their rights under the Data Protection Legislation in relation to the Personal Data provided to it by the other Party pursuant to the Contract (“**Request Recipient**”):
 - (a) the other Party shall provide any information and/or assistance as reasonably requested by the Request Recipient to help it respond to the request or correspondence, at the cost of the Request Recipient; or

- (b) where the request or correspondence is directed to the other Party and/or relates to that other Party's processing of the Personal Data, the Request Recipient will:
 - (i) promptly, and in any event within five (5) Working Days of receipt of the request or correspondence, inform the other Party that it has received the same and shall forward such request or correspondence to the other Party; and
 - (ii) provide any information and/or assistance as reasonably requested by the other Party to help it respond to the request or correspondence in the timeframes specified by Data Protection Legislation.
- 1.9 Each Party shall promptly notify the other Party upon it becoming aware of any Personal Data Breach relating to Personal Data provided by the other Party pursuant to the Contract and shall:
 - (a) do all such things as reasonably necessary to assist the other Party in mitigating the effects of the Personal Data Breach;
 - (b) implement any measures necessary to restore the security of any compromised Personal Data;
 - (c) work with the other Party to make any required notifications to the Information Commissioner's office or any other regulatory authority and affected Data Subjects in accordance with the Data Protection Legislation (including the timeframes set out therein); and
 - (d) not do anything which may damage the reputation of the other Party or that Party's relationship with the relevant Data Subjects, save as required by Law.
- 1.10 Personal Data provided by one Party to the other Party may be used exclusively to exercise rights and obligations under the Contract as specified in Part A - *Authorised Processing Template* of Annex 1 – *Processing Personal Data*.
- 1.11 Personal Data shall not be retained or processed for longer than is necessary to perform each Party's respective obligations under the Contract which is specified in Part A - *Authorised Processing Template* of Annex 1 – *Processing Personal Data*.
- 1.12 Notwithstanding the general application of clauses 14.9(a) to 14.9(q) of the Conditions to Personal Data, where the Supplier is required to exercise its regulatory and/or legal obligations in respect of Personal Data, it shall act as an Independent Controller of Personal Data in accordance with Paragraphs 1.1 to 1.12 of this Part C – *Independent Controllers* of Annex 1 – *Processing Personal Data*.

Annex 2 – Statement of Requirements

1. Purpose

The Department for Work and Pensions (DWP) is responsible for welfare, pensions and child maintenance policy. As the UK's biggest public service department, it administers the State Pension and a range of working age, disability, debt management and ill health benefits to over 22 million claimants and customers - Child Maintenance Service (CMS) administers the Child Maintenance scheme for DWP.

The purpose of this document is to specify the service required to instruct solicitors to make an application for an Order for Sale (OFS) and ongoing related court actions in England and Wales in relation to property owned by a Paying Parent (PP) for the purposes of securing arrears of child maintenance. This requirement does not extend to cases in Scotland or Northern Ireland.

The Department for Work and Pensions (DWP) may hereafter be referred to as "DWP/CMS" or "Department for Work and Pensions including Child Maintenance Service" ("The Buyer").

This agreement shall cover a Twelve (12) Month fixed period, awarded at the discretion of Department for Work and Pensions including Child Maintenance Service ("The Buyer").

2. Background to Department for Word and Pensions/Child Maintenance Service

- 2.1 DWP/CMS is a major Government Department responsible for welfare, pensions and child maintenance policy. As the UK's biggest public service department, it administers the State Pension and a range of working age, disability, and ill health benefits to around 20 million claimants and customers. Link:

[Department for Work and Pensions - GOV.UK \(www.gov.uk\)](https://www.gov.uk)

3. Background to Requirement/Overview of Requirement

- 3.1 The requirement for these services shall commence from 20th February 2023 and end on 19th February 2024.
- 3.2 Legal enforcement activity does not traditionally fall within the remit of DWP/CMS's Legal Services unless there is a public or administrative law interest. There is, therefore, a requirement for a contractor to take these cases forward on behalf of DWP/CMS.
- 3.3 DWP has contracted with a Private Sector Debt Collection Agency to recover debt that DWP has not been able to collect via in house processes, and Child Maintenance Debt - owed by a Paying Parent (PP) to a Receiving Parent (RP) or to the Secretary of State as debt resulting from charges or fees for collection services.
- 3.4 DWP/CMS have legal rights under the Child Support Act 1991 to apply to the Courts for sale of a property to satisfy any outstanding debt owed by the (PP).
- 3.5 The use of this enforcement power has the effect of persuading some non-compliant PPs to pay their child maintenance debts and avoid an order for sale on their property. Incidental charges may be incurred.

Scope Overview of Services

- 3.6 Order for Sale services apply to only England and Wales – Scotland and Northern Ireland are out of scope.
- 3.7 DWP/CMS will forward cases to the Supplier that they require OFS services on. There are two components to the services required:
- Cases referred for Early Action and
 - Cases for Full Order for Sale Action
 - Defendants Application - i.e. application to set aside / application to suspend Warrant
 - Order for Sale Adjourned Hearing / Directions provided by the Court / Allocated to a track i.e. Fast track
 - Possession Proceedings including Order for Possession
 - Asset management associated with properties taken possession of by the Department in line with the litigation process.
- 3.8 The Supplier will contact PP(s) to negotiate and agree a payment plan, with DWP/CMS agreement, to recover arrears of child maintenance. Any payments received by the Supplier will be forwarded to DWP/CMS in the method and timescales agreed with DWP/CMS.
- 3.9 Where no payment arrangements can be agreed or a payment arrangement breakdown has evolved, an application for an Order for Sale will be made, in agreement with DWP/CMS.
- 3.10 The Supplier will make an application for an Order for Sale (OFS) in England & Wales in relation to property owned by a PP for the purposes of securing arrears of child maintenance. Some asset management issues could arise.
- 3.11 The Supplier will continue with all relevant action up to and including taking possession, managing and the sale of the property.

4. DEFINITIONS

Expression or Acronym	Definition
"The Agreement"	Means the proposed Call Off Contract Agreement
"CMS"	Means Child Maintenance Service
"Customer"	Means a customer of DWP services
"CSR"	Means Corporate Social Responsibility
"DWP"	Means the Department of Work & Pensions
"FOI"	Means Freedom of Information requests
HLBR	Means High Level Business Requirement
HMRC	Means HM Revenue & Customs

"MI"	Means Management Information
"OCM"	Means Operational Contract Manager
OFS	Means Orders for Sale
OFST	Means Orders for Sale Team
"P2P"	Means Purchase to Pay
"PP"	Means Paying Parent
"PPN"	Means Procurement Policy Note
"PQ"	Means Parliamentary Questions
"RP"	Means Receiving Parent
"Supplier"	Means the company supplying the required resource.
"WCAG2.1 AA"	Means Web Content Accessibility Guidelines 2.1 – AA standard
"Working days"	Means Monday to Friday in a standard working week, excluding weekends and bank holidays

5. SCOPE OF REQUIREMENT

Collaboration with third parties

- 5.1 The Supplier will also need to offer details of any 3rd Party Organisation (any Sub-Contractors) intended to be utilised for these services, so that DWP/CMS can interrogate these 3rd Party organisations to ensure appropriate standards are maintained throughout the whole OFS process.
- 5.2 To ensure legal compliance, the Supplier should offer DWP/CMS details of each 3rd Parties corporate responsibility and liabilities, should these issues ever be called into question.

Terms and Conditions

- 5.3 The Supplier is required to meet and adhere to all Terms and Conditions contained under the Cabinet Office Short Form Contract for any current or future legislation that may impact the services delivered within the Agreement.
- 5.4 The Supplier must meet and adhere to any additional requirements that are specified within this document and/or included throughout the life of the Agreement, unless otherwise specified by DWP/CMS.

6. THE REQUIREMENT

Geographical Coverage

- 6.1 Order for Sale services apply to only England and Wales – Scotland and Northern Ireland are out of scope.

Availability of Services

- 6.2 DWP/CMS's contracted working hours are 07:45 hours to 20:00 hours, Monday to Friday, and 08:45 hours to 17:00 hours on Saturday.
- 6.3 As such, the majority of the services required under the Agreement will be required during these time periods.
- 6.4 The Supplier is required to have the resources and solutions to flexibly meet these requirements to support DWP/CMS during the course of its business.

Functional Business Requirements

- 6.5 CMS will forward cases to the Supplier that they require OFS services on. There are two components to the services required:
- 6.5.1 Cases referred for Early Action and
 - 6.5.2 Cases for Full Order for Sale Action
 - 6.5.3 Defendants Application - i.e. application to set aside / application to suspend Warrant
 - 6.5.4 Order for Sale Adjourned Hearing / Directions provided by the Court / Allocated to a track i.e. Fast track
 - 6.5.5 Possession Proceedings
 - 6.5.6 Asset management associated with properties taken possession of by the Department in line with the litigation process.
- 6.6 The Supplier will contact PP(s) to negotiate and agree a payment plan, with DWP/CMS agreement, to recover arrears of child maintenance. Any payments received by the Supplier will be forwarded to DWP/CMS in the method and timescales agreed with DWP/CMS.
- 6.7 Where no payment arrangements can be agreed or a payment arrangement breakdown, an application for an Order for Sale will be made, in agreement with CMS.
- 6.8 The Supplier will make an application for an Order for Sale (OFS) in England & Wales in relation to property owned by a PP for the purposes of securing arrears of child maintenance.
- 6.9 The Supplier will continue with all relevant action up to and including taking possession of the property and sale of the property.

Cases Referred for Early Action

- 6.10 On cases that are referred by DWP/CMS for 'Early Action' to the Supplier, DWP/CMS will provide summary details of these cases to the Supplier. The details provided will enable the Supplier to take action and will cover the following:
- PP information (i.e. name, address, property information, mortgage information etc.)
 - Debt information (i.e. debt amount, period of debt); and

- Details of the current situation regarding the PP (including any relevant background information).

6.11 The Supplier will be responsible for:

6.11.1 Contacting the PP by issuing a letter before action to advise the case is now with the Supplier. The letter should be sent within two working days of receiving the instruction from DWP/CMS. Unless there is an exceptional reason, the PP has twenty-eight (28) days to respond and has the opportunity to pay the debt and provide any comments on the proposed action.

6.11.2 The Supplier will provide advice on any legal matters raised by the PP such as declaration of trust, ownership of property.

6.11.3 The Supplier will arrange for drive-by valuations as required by the DWP/CMS.

6.12 It should be noted that the above list is not exhaustive, and may be further streamlined or expanded upon, depending on any future developments throughout the duration of the contract.

6.12.1 Progressing through a series of actions the Supplier deems appropriate to secure payment of the debt including, but not limited to:

- Lettering campaigns
- Telephony
- Post card; and
- Texting
- E-mail

6.12.2 Liaising with any 3rd party representatives that the PP might appoint or designate as acting on their behalf.

6.13 The Supplier must seek approval from the DWP/CMS agent about the suitability of any offers to pay.

6.14 The Supplier will have a period of thirty (30) working days to carry out the above activities.

6.15 Potential outcomes of the above actions:

6.15.1 PP agrees to pay in full – the Supplier to monitor.

6.15.2 PP agrees to pay in instalments - the Supplier to monitor.

6.15.3 PP raises issues and results in suspend/discontinue action – the Supplier to manage.

6.15.4 PP raises issues - the Supplier responds to the issues raised and provides next action to continue.

- 6.15.5 The Supplier declines to request litigation as OFS is not appropriate.
- 6.15.6 The Supplier requests to litigate – DWP/CMS reject as litigation is not appropriate.
- 6.15.7 PP ignores contact – the Supplier attempts further contact and Full OFS is considered.
- 6.16 It should be noted that the above list is not exhaustive, and may be further streamlined or expanded upon, depending on any future developments throughout the duration of the contract.

Cases for Full Action Beyond 'Early Action'

- 6.17 The Supplier will inform the agent of the cases deemed appropriate for progression.
- 6.18 If, after ten (10) days the Supplier deems that the PP is unwilling to negotiate their debt, the case will be fast tracked and considered for full OFS action immediately.
- 6.19 The Supplier will arrange for a more in-depth property valuation, as required by the DWP/CMS. The valuation shall take no longer than twenty-one (21) days to be completed.
- 6.20 The Supplier will prioritise the list for progression for 'Full Action' by using the following criteria:
- Value of secured debt
 - Property value
 - Mortgage Redemption and available equity within the property
 - Indication of likelihood to pay (based on the progress of the case during the 'Early Action' stage)
- 6.21 Representations made by DWP/CMS, specifically requesting the case is progressed.
- 6.22 The above list is not exhaustive and may evolve with the addition/amendment of criteria.
- 6.23 The final decision on cases to be selected for 'Full Action' rests with DWP/CMS.
- 6.24 Potential outcomes after above actions:
- 6.24.1 PP agrees to pay in full – the Supplier to monitor.
- 6.24.2 PP agrees to pay in instalments – the Supplier to monitor.
- 6.24.3 PP raises issues/defence - suspend/discontinue - the Supplier to manage.
- 6.24.4 PP raises issues/defence - the Supplier to respond to the issues raised, continue to next action.
- 6.24.5 PP ignores the application - OFS granted.

- 6.25 It should be noted that the above list is not exhaustive, and may be further streamlined or expanded upon, depending on any future developments throughout the duration of the contract.

Full Action Granted

- 6.26 On cases that are referred for progression for 'Full Action' DWP/CMS will provide further information to the Supplier which is deemed necessary to progress the case through the OFS process.

- 6.27 The Supplier will be responsible for:

- 6.27.1 All contact/correspondence with the courts including issuing the application for an OFS and filing any evidence/pleadings and appeals as appropriate.
- 6.27.2 Providing advice to DWP/CMS at appropriate stages including post OFS issues.
- 6.27.3 Provision of case preparation for court hearings and to present the case in county or High Court as appropriate (Order for Sale).
- 6.27.4 Provision of conveyancing service as required including advising upon the sale of the property charged and were ordered joint instruction of a valuer and Estate Agent.

- 6.28 Potential outcomes after full action granted:

- 6.28.1 DWP/CMS consider possession – if agreed, solicitors apply for the warrant of possession, appoint and arrange attendance by asset managers – the Supplier to manage the asset manager and sale. (Order for Possession)
- 6.28.2 PP agrees to pay in full/instalments – the Supplier to monitor.
- 6.28.3 Consent order approved – PP agrees to pay – the Supplier to monitor.
- 6.28.4 Suspended on payment terms – the Supplier to monitor.
- 6.28.5 OFS application withdrawn – we may agree to pay the PPs/other defendant's costs to discontinue action – the Supplier to manage contact and negotiations.
- 6.28.6 OFS application dismissed – Court orders DWP/CMS to pay PPs/other defendant's costs – we may appeal within twenty-one (21) days following discussion with the Solicitor or the Supplier to manage contact and payment.
- 6.28.7 Possession suspended for an agreed number of years – typically this is rare but may be done if there are children of a joint owner living in the property and for example possession is suspended until they leave school – DWP/CMS to monitor and return to the Supplier when appropriate.

'POST' OFS Action Granted

- 6.29 'Post' OFS granted the Supplier will carry out the following activities, including, but not limited to:

- 6.29.1 Issuing the combined Writ of Fieri Facias/Writ of possession.

- 6.29.2 To manage and perform all property (asset) management activity.
- 6.29.3 Responsibility for the eviction and securing of the property.
- 6.29.4 Liaison with Conveyancing solicitors and resolving any issues arising to ensure completion of sale.
- 6.29.5 Liaising with Estate Agents for the sale of the property (including auction as appropriate in line with DWP/CMS's Policy) and reviewing Estate Agents marketing strategy.
- 6.29.6 Providing valuations that may be required.
- 6.29.7 Consider / recommend offers on properties to DWP/CMS.
- 6.29.8 Any asset management required.
- 6.29.9 Consider any impact of Council Tax implications as liability arises.
- 6.29.10 Ongoing Communication with relevant parties' legal representatives.
- 6.29.11 Providing a completion statement to the CMS and providing any forwarding address for the PP to the DWP/CMS.
- 6.29.12 Immediately notifying the agent in the event of an appeal or an adverse court decision. The Supplier should consult immediately (i.e., by telephone straight after the hearing) with the agent on the appropriate next action to be taken. The Supplier will also provide DWP/CMS's agent with a written synopsis on the merits of an appeal, as well as an estimated cost for the action.
- 6.29.13 Calculating and collecting any interest payable throughout the process.
- 6.29.14 Pursuing the recovery of any costs DWP/CMS incurs on cases that are heard at Court; and,
- 6.29.15 Working collaboratively with DWP/CMS, enabling reasonable knowledge transfer with DWP/CMS staff. This may include, but is not limited to, the following:
- 6.29.16 Participation in case conferences and lessons learned activity during and following legal action.
- 6.29.17 Providing feedback where errors in DWP/CMS case preparation are identified; and
- 6.29.18 Contributing to workshops on performance and process enhancement.

Payment Arrangements

- 6.30 Where an offer of payment has been made the Supplier should liaise with the appropriate DWP/CMS agent about the suitability of the offer and whether it should be accepted.

- 6.31 If the Supplier considers the suitability of the offer for the debt to be reasonable, they should inform the appropriate DWP/CMS agent who then has the responsibility to agree this with the RP.
- 6.32 Under DWP/CMS's current Debt Steer, a suitable offer would be where the debt was paid off within 2 years.
- 6.33 If an instalment agreement is reached the Supplier will accept the first payment and arrange for further payments to be made to DWP/CMS by a method of payment agreed with DWP/CMS. If the agreement is made after the application has been made the Supplier will agree an appropriate consent order with the PP. This would normally in the format of a suspended OFS.
- 6.34 The Supplier will proactively monitor collections.
- 6.35 Any payment collected by the Supplier will be allocated by the DWP/CMS in line with their process.

Return of Cases

- 6.36 Where appropriate, cases should be referred to the agent for possible referral onto the DWP/CMS's Legal team. The type of cases would be:
 - 6.36.1 Judicial review
 - 6.36.2 Where litigation has commenced against the DWP/CMS.
- 6.37 Timeframes for activity related to closure of cases & return are to be agreed on a case-by-case basis.
- 6.38 The Supplier will also return cases within pre-agreed timeframes:
 - 6.38.1 referred for 'Early Action' where the Supplier does not consider the cases are worth progressing.
 - 6.38.2 where 'Early Action' has been unsuccessful, and the case has not been selected for 'Full Action'.
 - 6.38.3 where payment of the full amount of secured debt has been made; and,
 - 6.38.4 where there has been a change since the case has been selected for 'Full Action' meaning progression is no longer viable.
- 6.39 Any decision to return cases should only be made after consultation with the appropriate DWP/CMS agent.

Payment Transfer of Debt Received

- 6.40 The CMS requires the Supplier to:
 - 6.40.1 Record the details of payment received on the Supplier database.
 - 6.40.2 Clear money through the Suppliers' bank account.
 - 6.40.3 Notify the appropriate DWP/CMS agent that a payment has been received.

- 6.40.4 Assign a unique Contractor reference number to each payment.
- 6.40.5 Calculate payment made for child maintenance, court cost and interest.
- 6.40.6 Complete payment breakdown into Child Support Maintenance arrears; interest payment, court fees and solicitor's costs.
- 6.40.7 Complete a separate payment breakdown for each payment on each case.
- 6.40.8 Transfer money into DWP/CMS's bank account by BACS transfer quoting unique reference number.
- 6.40.9 Send payment breakdown to the appropriate agent.
- 6.40.10 Clarify payment breakdown when required; and,
- 6.40.11 Liaise with DWP/CMS to resolve any under/over payments or payment issues.

Transfer of Information

- 6.41 Copies of court document and relevant DWP/CMS papers will be sent to the Supplier electronically using a secure SaaS (Software as a Service) online portal.
- 6.42 The Supplier will send all data that contains client information, e.g. names, D.O.B, addresses, payment arrangements, details of loans/CCJ accounts and land registry details, using this method of encryption. The Supplier will also send all data that contains client information, e.g.: names, addresses etc, using this method of encryption.
- 6.43 The Supplier shall provide the DWP/CMS with an E-Case portal, to view case information, milestones, notes, and documents relating to each case, with the added function of leaving notes for a specific case handler.
- 6.44 Where hard copies of DWP/CMS papers are required as a contingency to the secure data transfer method, they will be sent to the contractor using tracked post.
- 6.45 Any physical data carried or transported outside the office (i.e., to and from Court hearings) should be afforded a similar level of security as it would be within an office and should be transported securely. A copy of the Supplier's Security Management Plan will need to be provided to the DWP/CMS before approval can be given to transfer hard copies.

Media Handling

- 6.46 If the Supplier or any Subcontractor receive any contact from a media organisation which includes all print, online or broadcast mediums they must immediately contact the:
 - 6.57.1 DWP/CMS's Media Liaison Officer; and
 - 6.57.2 DWP/CMS's Operational Contract Manager.
- 6.47 DWP/CMS's media liaison officer will be responsible for handling all media enquiries in respect of the Supplier (and any Subcontractors) work with the CMS.

- 6.48 The Supplier or any Subcontractor will not make any statement or issue any form of communication to any media organisation

Non-Functional Business Requirements

Security and Audit

- 6.49 The Supplier shall hold an FCA license with the required permissions to operate this service or equivalent SRA exemptions.
- 6.50 Where Suppliers and their Subcontractors process Personal Data, they must have UKAS accredited ISO27001 certification applicable to the Services it provides.
- 6.51 The Supplier will adhere to the Security parameters as defined within Cabinet Office Short Form Terms, Annex 4 – Minimum Security Requirements.
- 6.52 The Supplier will comply, in line with the terms of the contract, to protect the Authorities Data, Personal Data and compliance with GDPR.
- 6.53 The Supplier shall comply with requests for information from the Independent Case Examiner (ICE), DWP/DFC Parliamentary Business Unit (PBU), System Access requests and those requests stimulated by Parliamentary questions, freedom of information requests and any other ad hoc requests for information by specified timescales. These requests are to be managed in accordance with DWP/DFC security rules in respect of the transfer of data.
- 6.54 The Supplier shall be required to demonstrate updated detailed business continuity and disaster recovery plans. These plans must be in place in readiness for Day 1 commencement.
- 6.55 Code of Conduct - IT and Security Incidents

Implementation

- 6.56 All implementation plans must be robust and agreed with DWP/CMS and shall not be considered effective until this has been confirmed by DWP/CMS.

Contract Exit

- 6.57 An exit management plan detailed the exit strategy and key milestones will be discussed and agreed between the Parties.
- 6.58 The Supplier is required to submit a draft Exit Management Plan to the Buyer Six (6) Months prior to expiry.
- 6.59 The Buyer will review the draft Exit Management Plan and provide a response for amendments or confirm acceptance within Ten (10) Working Days.
- 6.60 Any Amendments requested by the Buyer must be actioned by the Supplier and a final version provide to the Buyer within Ten (10) Working Days. This process will be repeated until a final Exit Management Plan can be agreed, no later than Four (4) Months prior to the Expiry of the Contract.
- 6.61 It is essential that during contract exit, service delivery is protected during transition of service to new Supplier(s) and that the incumbent Supplier helps the new Supplier(s) fully understand what is required to deliver the services going forward.

Accessibility

6.62 A Supplier must provide evidence that their products and services on offer shall meet Public Sector Bodies (Websites and Mobile Applications) (No. 2) Accessibility Regulations 2018, where relevant to the Service and therefore the products and/or services will:

- Meet level AA of the Web Content Accessibility Guidelines (WCAG 2.1) as a minimum.
- Work on the most 'commonly used' assistive technologies, including screen magnifiers, screen readers and speech recognition tools.
- Confirm that a valid proportion of disabled people will be used in user research and confirm this (once completed) within your tender-return.
- Provide DWP with an accessibility statement explaining how accessible the service will be and publish this when the service moves into public domain.

7. Key Milestones & Deliverables

7.1 Key Milestones and deliverables that are critical to the fulfilment of the Contract Services are stated below.

7.2 All documentation detailed below must be provided in electronic format compatible with MS Office 2016 or PDF.

7.3 All documentation should be signed and dated by the relevant Supplier management and version control documented.

Milestone	Content	Format	Timeframe for delivery
1	Implementation Plan	Reporting in formats compatible with Microsoft Office 2016 or later, e.g. Microsoft Word/Excel via electronic means	Within two (2) weeks of contract Award
2	Security Management Plan - Completion of DWP ISQ spreadsheet	Reporting in formats compatible with Microsoft Office 2016 or later, e.g. Microsoft Word/Excel via electronic means	Pre-contract
3	Key personnel / teams contact details, and Detailed standard operating procedures for complaints and issues resolution and escalation.	Reporting in formats compatible with Microsoft Office 2016 or later, e.g. Microsoft Word/Excel via electronic means	Within two (2) weeks of contract Award

4	Management Information including Performance Report against KPIs.	Reporting in formats compatible with Microsoft Office 2016 or later, e.g. Microsoft Word/Excel via electronic means Supplier should only use PDF format for the provision of contextual documentation to support the analysis of MI.	Monthly, no later than the 7th working day of the following month
5	Social Value Reporting	Reporting in formats compatible with Microsoft Office 2016 or later, e.g. Microsoft Word/Excel via electronic means	Within Six (6) months of Contract Award
6	Exit Management Plan	Reporting in formats compatible with Microsoft Office 2016 or later, e.g. Microsoft Word/Excel via electronic means	Within Three (3) Months after the Contract Start Date. Baseline Exit Management Plan to be provided Six (6) Months before the expiry of the agreement, and finally agreed no later than Four (4) Months before the expiry of the agreement.

8. Management Information/Reporting

- 8.1 The Supplier must provide the following MI reports relating to the provision of management information. - [REDACTED]

Minimum Expectations

- 8.2 The Supplier must be able to provide all Management Information (MI) and reporting in formats that are compatible with Microsoft Office 2016, e.g. Microsoft Excel via electronic means.
- 8.3 The Supplier should only use PDF format for the provision of contextual documentation to support the analysis of MI.
- 8.4 The Supplier must ensure to supply a definitions list for all abbreviations utilised in MI and reporting.
- 8.5 The Supplier must not amend format or fields of MI without prior notice in writing to DWP/CMS.

Detailed Management Information (MI) Reporting

- 8.6 The Supplier must ensure the accurate and timely provision of a detailed single Management Information (MI) report no later than the 7th working day of the following month, in line with DWP/CMS's internal reporting deadlines.
- 8.7 The Supplier is required to provide detailed MI as close to 'real time' as possible to support DWP/CMS's internal reporting and financial systems. Management Information must be provided monthly as the minimum frequency requirement as detailed in elsewhere in this document.
- 8.8 The Supplier must ensure all mandatory fields meet the required format.

Performance Reporting

- 8.9 The Supplier must provide performance reports against the KPIs applicable to the contract, as detailed in the Service Levels and Performance section of this specification on a monthly basis, no later than the 7th working day of the following month.

Social Value Reporting

- 8.10 The Supplier is expected to support DWP/CMS in its efforts to support Government priorities to boost growth and productivity, helping our communities.
- 8.11 The Supplier must ensure the following reporting metrics are adhered to in line with the Social Value Themes and Policy Outcomes selected for this Agreement.

Freedom of Information Requests (FOIS) and Parliamentary Questions (PQS)

- 8.12 DWP/CMS may request ad hoc MI from the Supplier to support individual data requests as relates to Freedom of Information requests and Parliamentary Questions.
- 8.13 Due to the nature of these requests, the deadlines may vary and will be communicated to and agreed with the Supplier in writing at the point of the request.

Additional Reporting Requirements

- 8.14 DWP/CMS summary of reporting requirements is detailed below:

Title	Content	Format	Frequency
Performance Improvement Activities	Continuous Improvement: Initial Continuous Improvement Plan	Reporting in formats compatible with Microsoft Office 2016 or later, e.g. Microsoft Word/Excel via electronic means	Within One Hundred (100) Working Days of the first Order or Six (6) Months following the Start Date, whichever is earlier.
Financial Stability & Invoicing	The Supplier is to report their financial stability as and when required.	Reporting in formats compatible with Microsoft Office 2016 or later, e.g. Microsoft Word/Excel via electronic means	As required
Forward Planning	The Supplier is to keep the Buyer updated with	Reporting in formats compatible with	As required

	strategic planning during the contract.	Microsoft Office 2016 or later, e.g. Microsoft Word/Excel via electronic means	
Changes to Management Team(s)	The Supplier is to update the Buyer on any changes to the Management Team(s).	Reporting in formats compatible with Microsoft Office 2016 or later, e.g. Microsoft Word/Excel via electronic means	As required
Changes to Services	Proposals for changes to the service through a formal change control process.	Reporting in formats compatible with Microsoft Office 2016 or later, e.g. Microsoft Word/Excel via electronic means	As required
Business Disruption Incidents	Any business disruption incidents including mitigation to prevent re-occurrence as per Business Continuity Plans	Reporting in formats compatible with Microsoft Office 2016 or later, e.g. Microsoft Word/Excel via electronic means	As required

*This list is not exhaustive.

9. Volumes

- 9.1 This agreement will be demand-driven and therefore CMS does not commit to any minimum volumes or spend throughout the term of the agreement.

10. Continuous Improvement

- 10.1 The Supplier will be expected to continually improve the way in which the required Services are to be delivered throughout the Contract duration.
- 10.2 The Supplier should present opportunities and recommendations for Continuous Improvement to DWP/CMS during Contract review meetings.
- 10.3 Changes to the way in which the Services are to be delivered must be brought to DWP/CMS attention and agreed in writing prior to any changes being implemented.

11. Sustainability/Social Value

Social Value

- 11.1 This section relates to the 'Public Services (Social Value) Act 2012' and the Procurement Policy Note (PPN) 06/20 'Taking Account of Social Value in the Award of Central Government Contracts.
- 11.2 Under the PPN 06/20 It is mandatory for all Central Government bodies to assess Social Value as of 1 January 2021. Details of the PPN can be found here:

<https://www.gov.uk/government/publications/procurement-policy-note-0620-taking-account-of-social-value-in-the-award-of-central-government-contracts>

11.3 The PPN 06/20 will be applied to this Agreement to secure wider social, economic and environmental benefits from the Agreement.

11.4 The Social Value Model can be found here:

https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/940826/Social-Value-Model-Edn-1.1-3-Dec-20.pdf

11.5 The Buyer has identified 2 key themes and associated policy outcomes under the Social Value Model to be monitored and continually improved upon throughout the life and duration of the Contract:

11.5.1 Equal Opportunity. Policy Outcome: Reduce the disability employment gap

11.5.2 Equal Opportunity. Policy Outcome: Tackle Workforce Inequality

11.6 Further information on Social Value requirements can be found in the sections listed below:

- Section 7. Key Milestones & Deliverables
- Section 14: Service Levels and Performance.

Environmental Requirements

11.7 Definitions:

“Waste Hierarchy” means prioritisation of waste management in the following order of preference as set out in the Waste (England and Wales) Regulation 2011:

- (a) Prevention;
- (a) Preparing for re-use;
- (b) Recycling;
- (c) Other Recovery; and
- (d) Disposal.

11.8 The Supplier must perform its obligations meeting in all material respects the requirements of all applicable Laws regarding the environment.

11.9 In performing its obligations under the Contract, the Supplier shall, where applicable to the Contract, to the reasonable satisfaction of the Buyer:

11.10 prioritise waste management in accordance with the Waste Hierarchy as set out in Law;

11.10.1 be responsible for ensuring that any waste generated by the Supplier and sent for recycling, disposal or other recovery as a consequence of this Contract is taken by a licensed waste carrier to an authorised site for

treatment or disposal and that the disposal or treatment of waste complies with the Law; and

- 11.10.2 ensure that it and any third parties used to undertake recycling, disposal or other recovery as a consequence of this Contract do so in a legally compliant way and can demonstrate that reasonable checks are undertaken to ensure this on a regular basis and provide relevant data and evidence of recycling, recovery and disposal.
- 11.11 In circumstances that a permit, licence or exemption to carry or send waste generated under this Contract is revoked, the Supplier shall cease to carry or send waste or allow waste to be carried by any Subcontractor until authorisation is obtained from the Environment Agency.
- 11.12 In performing its obligations under the Contract, the Supplier shall to the reasonable satisfaction of the Buyer (where the anticipated Charges in any Contract Year are above £5 million per annum (excluding VAT)), where related to and proportionate to the contract in accordance with PPN 06/21), publish and maintain a credible Carbon Reduction Plan in accordance with PPN 06/21.
- 11.13 The Supplier shall meet the applicable Government Buying Standards applicable to Deliverables which can be found online at:

<https://www.gov.uk/government/collections/sustainable-procurement-the-government-buying-standards-gbs>

12. Price

- 12.1 [REDACTED]

13. Staff and Customer Service

- 13.1 The Supplier shall provide a sufficient level of resource throughout the duration of the Contract in order to consistently deliver a quality service.
- 13.2 The Supplier's staff assigned to the Contract shall have the relevant qualifications and experience to deliver the Contract to the required standard.
- 13.3 The Supplier shall ensure that staff understand DWP/CMS' vision and objectives and will provide excellent customer service to DWP/CMS throughout the duration of the Contract.

14. Service Levels and Performance

- 14.1 [REDACTED]
- 14.2 [REDACTED]
- 14.3 [REDACTED]
- 14.4 [REDACTED]

15. Security and Confidentiality Requirements

15.1 Please refer to Annex 4 – Minimum Security Requirements.

16. Payment and Invoicing

Payments and Invoicing Mechanism(s)

- 16.1 The Supplier must be prepared to use electronic purchase to pay (P2P) routes, including Catalogue, e-Invoicing and electronic card technology.
- 16.2 The Supplier must be prepared to work with DWP to set up and test all electronic P2P routes. This may involve creating technical ordering and invoice files, including working with our ERP system service Suppliers and systems.
- 16.3 Payment can only be made following satisfactory delivery of pre-agreed certified products and deliverables.
- 16.4 Before payment can be considered, each invoice must include a detailed elemental breakdown of work completed and the associated costs. The supporting information required is detailed below.
- 16.5 For invoicing purposes, the mandatory fields are: [REDACTED]

Invoicing Requirements and Schedule

- 16.6 DWP will provide all address and contact details for invoicing and related queries or escalations, during the implementation phase of the Contract.
- 16.7 The invoicing schedule will be agreed during the implementation phase of the Contract.

Supporting Information

- 16.8 [REDACTED]

17. Contract Management

DWP – What you can expect from us

- 17.1 DWP will provide a designated contact as an Operational Contract Manager (OCM) to manage the day-to-day running of the contract and performance monitoring activity.
- 17.2 DWP will provide a designated contact as a Commercial Contract Manager to manage key Contractual activity including but not limited to:
 - 17.2.1 Contract Variations including amendments to Contract documentation, addition/removal of service lines, extensions or uplifts to Contract value.
 - 17.2.2 Pricing reviews.
 - 17.2.3 Estimate usage reviews.

- 17.3 DWP will provide a definitive list of contacts for specific requirements of the contract during the implementation period, e.g. Digital or Security, in the event of queries.
- 17.4 DWP's OCM will be in attendance at all review meetings.
- 17.5 DWP may invite key internal stakeholders to review meetings to support specific contract and performance management-related activities, or continuous improvement projects.

Supplier Personnel

- 17.6 The Supplier must provide a designated contact as the responsible Account Manager to DWP.
- 17.7 The Supplier's designated Account Manager must be in attendance at all review meetings.
- 17.8 In the event of sub-contracting arrangements, the Supplier's designated Account Manager will have responsibility for ensuring the attendance of key delivery partners where required at review meetings.
- 17.9 The Supplier is expected to provide a list of key personnel who will be involved in the delivery of the services for this Agreement and contact details within (2) two weeks of contract Award.

Review Meetings

- 17.10 Operational contract management and performance reviews will be held on a monthly basis.
- 17.11 A formal exit review will be held no later than Four (4) Months prior to the expiry of the Contract, with the frequency of ongoing meetings to Expiry to be agreed between both Parties.
- 17.12 Meetings may be conducted virtually via MS Teams, or in person.
- 17.13 Any review meetings held at DWP's premises shall be attended at the Supplier's own expense.
- 17.14 The Supplier is expected to provide electronic copies of all appropriate Management Information as in section 8 and a summary of complaints and issues for the relevant period at review meetings.

18. Location

- 18.1 [REDACTED]

III. Annex 3 – Charges - [REDACTED]

IV. Annex 4 – Minimum Security Requirements

GENERAL

The Contractor shall, and shall procure that any Sub-contractor (as applicable) shall, comply with the Authority's security requirements as set out in the Contract which include the requirements set out in this Annex 4 to the Contract (the "Authority's Security Requirements"). The Authority's Security Requirements include, but are not limited to, requirements regarding the confidentiality, integrity and availability of Authority Assets, the Authority's Systems Environment and the Contractor's Systems Environment.

Terms used in this Annex 4 which are not defined below shall have the meanings given to them in clause A1 (Definitions and Interpretations) of the Contract.

1. DEFINITIONS

1.1 In this Annex 4, the following definitions shall apply:

"Authority Personnel"	shall mean all persons employed by the Authority including directors, officers, employees together with the Authority's servants, agents, consultants, contractors and suppliers but excluding the Contractor and any Sub-contractor (as applicable).
"Availability Test"	shall mean the activities performed by the Contractor to confirm the availability of any or all components of any relevant ICT system as specified by the Authority.
"CHECK"	shall mean the scheme for authorised penetration tests which scheme is managed by the NCSC.
"Cloud"	shall mean an off-premise network of remote ICT servers on the Internet to store, process, manage and transmit data.
"Cyber Essentials"	shall mean the Government-backed, industry-supported scheme managed by the NCSC to help organisations to protect themselves against online threats or the relevant successor or replacement scheme which is published and/or formally recommended by the NCSC.
"Cyber Security Information Sharing Partnership" or "CiSP"	shall mean the cyber security information sharing partnership established by the NCSC or the relevant successor or replacement scheme which is published and/or formally recommended by the NCSC.
"Good Security Practice"	shall mean:

- a) the technical and organisational measures and practices that are required by, or recommended in, nationally or internationally accepted management standards and codes of practice relating to Information Security (such as published by the International Organization for Standardization or the National Institute of Standards and Technology);
- b) security standards and guidelines relating to Information Security (including generally accepted principles regarding the segregation of the duties of governance, implementation and control) provided to the general public or Information Security practitioners and stakeholders by generally recognised authorities and organisations; and
- c) the Government's security policies, frameworks, standards and guidelines relating to Information Security.

"Information Security"

shall mean:

- a) the protection and preservation of:
 - i) the confidentiality, integrity and availability of any Authority Assets, the Authority's Systems Environment (or any part thereof) and the Contractor's Systems Environment (or any part thereof);
 - ii) related properties of information including, but not limited to, authenticity, accountability, and non-repudiation; and
- b) compliance with all Law applicable to the processing, transmission, storage and disposal of Authority Assets.

"Information Security Manager"

shall mean the person appointed by the Contractor with the appropriate experience, authority and expertise to ensure that the Contractor complies with the Authority's Security Requirements.

"Information Security Management System ("ISMS")"

shall mean the set of policies, processes and systems designed, implemented and maintained by the Contractor to manage Information Security Risk as specified by ISO/IEC 27001.

"Information Security Questionnaire"

shall mean the Authority's set of questions used to audit and on an ongoing basis assure the Contractor's compliance with the Authority's Security Requirements.

“Information Security Risk”	shall mean any risk that might adversely affect Information Security including, but not limited to, a Breach of Security.
“ISO/IEC 27001, ISO/IEC 27002 and ISO 22301”	shall mean <ul style="list-style-type: none"> a) ISO/IEC 27001; b) ISO/IEC 27002/IEC; and c) ISO 22301 in each case as most recently published by the International Organization for Standardization or its successor entity (the “ISO”) or the relevant successor or replacement information security standard which is formally recommended by the ISO.
“NCSC”	shall mean the National Cyber Security Centre or its successor entity (where applicable).
“Penetration Test”	shall mean a simulated attack on any Authority Assets, the Authority’s Systems Environment (or any part thereof) or the Contractor’s Systems Environment (or any part thereof).
“PCI DSS”	shall mean the Payment Card Industry Data Security Standard as most recently published by the PCI Security Standards Council, LLC or its successor entity (the “PCI”).
“Risk Profile”	shall mean a description of any set of risk. The set of risks can contain those that relate to a whole organisation, part of an organisation or as otherwise applicable.
“Security Test”	shall include, but not be limited to, Penetration Test, Vulnerability Scan, Availability Test and any other security related test and audit.
“Tigerscheme”	shall mean a scheme for authorised penetration tests which scheme is managed by USW Commercial Services Ltd.
“Vulnerability Scan”	shall mean an ongoing activity to identify any potential vulnerability in any Authority Assets, the Authority’s Systems Environment (or any part thereof) or the Contractor’s Systems Environment (or any part thereof).

- 1.2 Reference to any notice to be provided by the Contractor to the Authority shall be construed as a notice to be provided by the Contractor to the Authority’s Representative.

2. PRINCIPLES OF SECURITY

2.1 The Contractor shall at all times comply with the Authority's Security Requirements and provide a level of security which is in accordance with the Security Policies and Standards, Good Security Practice and Law.

3. ISO/IEC 27001 COMPLIANCE AND AUDIT

3.1 The Contractor shall, and shall procure that any Sub-contractor (as applicable) shall, comply with ISO/IEC 27001 in relation to the Services during the Contract Period.

3.2 The Contractor shall appoint an Information Security Manager and shall notify the Authority of the identity of the Information Security Manager on the Commencement Date and, where applicable, within 5 Working Days following any change in the identity of the Information Security Manager.

3.3 The Contractor shall ensure that it operates and maintains the Information Security Management System during the Contract Period and that the Information Security Management System meets the Security Policies and Standards, Good Security Practice and Law and includes:

- a) a scope statement (which covers all of the Services provided under this Contract);
- b) a risk assessment (which shall include any risks specific to the Services);
- c) a statement of applicability;
- d) a risk treatment plan; and
- e) an incident management plan in each case as specified by ISO/IEC 27001.

The Contractor shall provide the Information Security Management System to the Authority upon request within 10 Working Days from such request.

3.4 The Contractor shall carry out regular Security Tests in compliance with ISO/IEC 27001 and shall within 10 Working Days after completion of the relevant audit provide any associated security audit reports to the Authority.

3.5 Notwithstanding the provisions of paragraph **Error! Reference source not found.** to paragraph **Error! Reference source not found.**, the Authority may, in its absolute discretion, notify the Contractor that it is not in compliance with the Authority's Security Requirements and provide details of such non-compliance. The Contractor shall, at its own expense, undertake those actions required in order to comply with the Authority's Security Requirements within one calendar month following such notification or on a date as agreed by the Parties. For the avoidance of doubt, any failure to comply with the Authority's Security Requirements within the required timeframe (regardless of whether such failure is capable of remedy) shall constitute a Material Breach entitling the Authority to exercise its rights under clause F5.2A.

4. CYBER ESSENTIALS SCHEME

4.1 The Contractor shall, and shall procure that any Sub-contractor (as applicable) shall, obtain and maintain certification to Cyber Essentials (the "Cyber Essentials Certificate") in relation to the Services during Contract Period. The Cyber Essentials Certificate shall be provided by the Contractor to the Authority annually on the dates as agreed by the Parties.

4.2 The Contractor shall notify the Authority of any failure to obtain, or the revocation of, a Cyber Essentials Certificate within 2 Working Days of confirmation of such failure or revocation. The Contractor shall, at its own expense, undertake those actions required in order to obtain a Cyber Essentials Certificate following such failure or revocation. For the avoidance of doubt, any failure to obtain and/or maintain a Cyber Essentials Certificate during the Contract Period after the first date on which the Contractor was required to provide a Cyber Essentials Certificate in accordance with paragraph **Error! Reference source not found.** (regardless of whether such failure is capable of remedy) shall constitute a Material Breach entitling the Authority to exercise its rights under clause F5.2A.

5. RISK MANAGEMENT

5.1 The Contractor shall operate and maintain policies and processes for risk management (the Risk Management Policy) during the Contract Period which includes standards and processes for the assessment of any potential risks in relation to the Services and processes to ensure that the Authority's Security Requirements are met (the Risk Assessment). The Contractor shall provide the Risk Management Policy to the Authority upon request within 10 Working Days of such request. The Authority may, at its absolute discretion, require changes to the Risk Management Policy to comply with the Authority's Security Requirements. The Contractor shall, at its own expense, undertake those actions required in order to implement the changes required by the Authority within one calendar month of such request or on a date as agreed by the Parties.

5.2 The Contractor shall carry out a Risk Assessment (i) at least annually, (ii) in the event of a material change in the Contractor's Systems Environment or in the threat landscape or (iii) at the request of the Authority. The Contractor shall provide the report of the Risk Assessment to the Authority, in the case of at least annual Risk Assessments, within 5 Working Days of completion of the Risk Assessment or, in the case of all other Risk Assessments, within one calendar month after completion of the Risk Assessment or on a date as agreed by the Parties. The Contractor shall notify the Authority within 5 Working Days if the Risk Profile in relation to the Services has changed materially, for example, but not limited to, from one risk rating to another risk rating.

5.3 If the Authority decides, at its absolute discretion, that any Risk Assessment does not meet the Authority's Security Requirements, the Contractor shall repeat the Risk Assessment within one calendar month of such request or as agreed by the Parties.

5.4 The Contractor shall, and shall procure that any Sub-contractor (as applicable) shall, co-operate with the Authority in relation to the Authority's own risk management processes regarding the Services.

5.5 For the avoidance of doubt, the Contractor shall pay all costs in relation to undertaking any action required to meet the requirements stipulated in this paragraph **Error! Reference source not found.** Any failure by the Contractor to comply with any requirement of this paragraph **Error! Reference source not found.** (regardless of whether such failure is capable of remedy), shall constitute a Material Breach entitling the Authority to exercise its rights under clause F5.2A.

6. SECURITY AUDIT AND ASSURANCE

- 6.1** The Contractor shall, and shall procure that any Sub-contractor (as applicable) shall, complete the information security questionnaire in the format stipulated by the Authority (the "Information Security Questionnaire") at least annually or at the request by the Authority. The Contractor shall provide the completed Information Security Questionnaire to the Authority within one calendar month from the date of request.
- 6.2** The Contractor shall conduct Security Tests to assess the Information Security of the Contractor's Systems Environment and, if requested, the Authority's Systems Environment. In relation to such Security Tests, the Contractor shall appoint a third party which i) in respect of any Penetration Test, is duly accredited by CHECK, CREST (International), or Tigerscheme and, ii) in respect of any Security Test to which PCI DSS apply, is an approved scanning vendor duly accredited by the PCI. Such Security Test shall be carried out (i) at least annually, (ii) in the event of a material change in the Contractor's Systems Environment or in the Authority's System Environment or (iii) at the request of the Authority which request may include, but is not limited to, a repeat of a previous Security Test. The content, and format of any report of such Security Tests shall be approved in advance of the Security Test by the Authority. The Contractor shall provide any report of such Security Tests within one calendar month following the completion of such Security Test or on a date agreed by the Parties. The Contractor shall, at its own expense, undertake those actions required to rectify any risks identified by any Security Test in the manner and within the timeframe required by the Authority in its absolute discretion.
- 6.3** The Authority shall be entitled to send the Authority's Representative to witness the conduct of any Security Test. The Contractor shall provide to the Authority notice of any Security Test at least one month prior to the relevant Security Test.
- 6.4** Where the Contractor provides code development services to the Authority, the Contractor shall comply with the Authority's Security Requirements in respect of code development within the Contractor's Systems Environment and the Authority's Systems Environment.
- 6.5** Where the Contractor provides software development services, the Contractor shall comply with the code development practices specified in the Statement of Requirements or in the Authority's Security Requirements.
- 6.6** The Authority, or an agent appointed by it, may undertake Security Tests in respect of the Contractor's Systems Environment after providing advance notice to the Contractor. If any Security Test identifies any non-compliance with the Authority's Security Requirements, the Contractor shall, at its own expense, undertake those actions required in order to rectify such identified non-compliance in the manner and timeframe as stipulated by the Authority at its absolute discretion. The Contractor shall provide all such co-operation and assistance in relation to any Security Test conducted by the Authority as the Authority may reasonably require.
- 6.7** The Authority shall schedule regular security governance review meetings which the Contractor shall, and shall procure that any Sub-contractor (as applicable) shall, attend.

7. PCI DSS COMPLIANCE AND CERTIFICATION

- 7.1** Where the Contractor obtains, stores, processes or transmits payment card data, the Contractor shall comply with the PCI DSS.

- 7.2** The Contractor shall obtain and maintain up-to-date attestation of compliance certificates (“AoC”) provided by a qualified security assessor accredited by the PCI and up-to-date self-assessment questionnaires (“SAQ”) completed by a qualified security assessor or an internal security assessor, in each case accredited by the PCI (each with the content and format as stipulated by the PCI and such reports the “PCI Reports”), during the Contract Period. The Contractor shall provide the respective PCI Reports to the Authority upon request within 10 Working Days of such request.
- 7.3** The Contractor shall notify the Authority of any failure to obtain a PCI Report or a revocation of a PCI Report within 2 Working Days of confirmation of such failure or revocation. The Contractor shall, at its own expense, undertake those actions required in order to obtain a PCI Report following such failure or revocation within one calendar month of such failure or revocation.

8. SECURITY POLICIES AND STANDARDS

- 8.1** The Contractor shall, and shall procure that any Sub-contractor (as applicable) shall, comply with the Security Policies and Standards set out Annex A and B.
- 8.2** Notwithstanding the foregoing, the Authority’s Security Requirements applicable to the Services may be subject to change following certain events including, but not limited to, any relevant change in the delivery of the Services. Where any such change constitutes a Contract Change, any change in the Authority’s Security Requirements resulting from such Contract Change (if any) shall be agreed by the Parties in accordance with the Contract Change Procedure. Where any such change constitutes an Operational Change, any change in the Authority’s Security Requirements resulting from such Operational Change (if any) shall be agreed by the Parties and documented in the relevant Operational Change Confirmation.
- 8.3** The Contractor shall, and shall procure that any Sub-contractor (as applicable) shall, maintain appropriate records and is otherwise able to demonstrate compliance with the Security Policies and Standards.

9. CYBER SECURITY INFORMATION SHARING PARTNERSHIP

- 9.1** The Supplier may require a nominated representative of the Supplier to join the Cyber Security Information Sharing Partnership on behalf of the Supplier during the Term, in which case the Supplier’s nominated representative shall participate in the Cyber Security Information Sharing Partnership for the exchange of cyber threat information.
- 9.2** If the Supplier elects a nominated representative to join the Cyber Security Information Sharing Partnership in accordance with Paragraph 9.1 above, it shall review the NCSC weekly threat reports on a weekly basis and implement recommendations in line with the Supplier’s Risk Management Policy.

ANNEX A – AUTHORITY SECURITY POLICIES AND STANDARDS

The Security Policies are published on:

<https://www.gov.uk/government/publications/dwp-procurement-security-policies-and-standards>

unless specified otherwise:

- a) Acceptable Use Policy
- b) Information Security Policy

- c) Physical Security Policy
- d) Information Management Policy
- e) Email Policy
- f) Technical Vulnerability Management Policy
- g) Remote Working Policy
- h) Social Media Policy
- i) Forensic Readiness Policy
- j) SMS Text Policy
- k) Privileged Users Security Policy
- l) User Access Control Policy
- m) Security Classification Policy
- n) Cryptographic Key Management Policy
- o) HMG Personnel Security Controls – May 2018 (published on <https://www.gov.uk/government/publications/hmg-personnel-security-controls>)
- p) NCSC Secure Sanitisation of Storage Media (published on <https://www.ncsc.gov.uk/guidance/secure-sanitisation-storage-media>)

ANNEX B – SECURITY STANDARDS

The Security Standards are published on:

<https://www.gov.uk/government/publications/dwp-procurement-security-policies-and-standards>:

- a) SS-001 - Part 1 - Access & Authentication Controls
- b) SS-001 - Part 2 - Privileged User Access Controls
- c) SS-002 - PKI & Key Management
- d) SS-003 - Software Development
- e) SS-005 - Database Management System Security Standard
- f) SS-006 - Security Boundaries
- g) SS-007 - Use of Cryptography
- h) SS-008 - Server Operating System
- i) [SS-009 - Hypervisor](#)
- j) SS-010 - Desktop Operating System
- k) SS-011 - Containerisation
- l) SS-012 - Protective Monitoring Standard for External Use
- m) [SS-013 - Firewall Security](#)
- n) SS-014 - Security Incident Management
- o) SS-015 - Malware Protection
- p) SS-016 - Remote Access
- q) SS-017 - Mobile Devices
- r) SS-018 - Network Security Design

- s) SS-019 - Wireless Network
- t) SS-022 - Voice & Video Communications
- u) SS-023 - Cloud Computing
- v) SS-025 - Virtualisation
- w) SS-027 - Application Security Testing
- x) SS-028 - Microservices Architecture
- y) SS-029 - Securely Serving Web Content
- z) SS-030 - Oracle Database
- aa) SS-031 - Domain Management
- bb) SS-033 - Patching

V. Annex 5 – Optional IPR Clauses – NOT USED

VI. Short form Terms ("Conditions")**1. Definitions used in the Contract**

In this Contract, unless the context otherwise requires, the following words shall have the following meanings:

"Affiliates"	in relation to a body corporate, any other entity which directly or indirectly Controls (in either of the senses defined in sections 450 and 1124 of the Corporation Tax Act 2010 and " Controlled " shall be construed accordingly), is Controlled by, or is under direct or indirect common Control of that body corporate from time to time;
"Audit"	<p>the Buyer's right to:</p> <ul style="list-style-type: none"> (a) verify the accuracy of the Charges and any other amounts payable by the Buyer under the Contract (including proposed or actual variations to them in accordance with the Contract); (b) verify the costs of the Supplier (including the costs of all Subcontractors and any third party suppliers) in connection with the provision of the Deliverables; (c) verify the Supplier's and each Subcontractor's compliance with the applicable Law; (d) identify or investigate actual or suspected breach of clauses 4 to 35, impropriety or accounting mistakes or any breach or threatened breach of security and in these circumstances the Buyer shall have no obligation to inform the Supplier of the purpose or objective of its investigations; (e) identify or investigate any circumstances which may impact upon the financial stability of the Supplier and/or any Subcontractors or their ability to provide the Deliverables; (f) obtain such information as is necessary to fulfil the Buyer's obligations to supply information for parliamentary, ministerial, judicial or administrative purposes including the supply of information to the Comptroller and Auditor General; (g) review any books of account and the internal contract management accounts kept by the Supplier in connection with the Contract; (h) carry out the Buyer's internal and statutory audits and to prepare, examine and/or certify the Buyer's annual and interim reports and accounts; (i) enable the National Audit Office to carry out an examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Buyer has used its resources;
"Buyer"	the person named as Buyer in the Order Form. Where the

	Buyer is a Crown Body the Supplier shall be treated as contracting with the Crown as a whole;
"Buyer Cause"	any breach of the obligations of the Buyer or any other default, act, omission, negligence or statement of the Buyer, of its employees, servants, agents in connection with or in relation to the subject-matter of the Contract and in respect of which the Buyer is liable to the Supplier;
"Central Government Body"	a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics: (a) Government Department; (b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal); (c) Non-Ministerial Department; or (d) Executive Agency;
"Charges"	the charges for the Deliverables as specified in the Order Form;
"Claim"	any claim which it appears that the Buyer is, or may become, entitled to indemnification under this Contract;
"Compliance Officer"	the person(s) appointed by the Supplier who is responsible for ensuring that the Supplier complies with its legal obligations;
"Conditions"	means these short form terms and conditions of contract;
"Confidential Information"	all information, whether written or oral (however recorded), provided by the disclosing Party to the receiving Party and which (i) is known by the receiving Party to be confidential; (ii) is marked as or stated to be confidential; or (iii) ought reasonably to be considered by the receiving Party to be confidential;
"Conflict of Interest"	a conflict between the financial or personal duties of the Supplier or the Supplier Staff and the duties owed to the Buyer under the Contract, in the reasonable opinion of the Buyer;
"Contract"	the contract between (i) the Buyer and (ii) the Supplier which is created by the Supplier's counter signing the Order Form and includes the cover letter (if used), Order Form, these Conditions and the Annexes;
"Controller"	has the meaning given to it in the UK GDPR or the EU GDPR as the context requires;
"Crown Body"	the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Government and the National Assembly for Wales), including, but not limited to, government ministers and government departments and particular bodies, persons, commissions or agencies from time to time

	carrying out functions on its behalf;
"Data Loss Event"	any event that results, or may result, in unauthorised access to Personal Data held by the Processor under this Contract, and/or actual or potential loss and/or destruction of Personal Data in breach of this Contract, including any Personal Data Breach;
"Data Protection Impact Assessment"	an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data;
"Data Protection Legislation"	(a) the UK GDPR, (b) the DPA 2018; (c) all applicable Law about the processing of personal data and privacy and guidance issued by the Information Commissioner and other regulatory authority; and (d) (to the extent that it applies) the EU GDPR (and in the event of conflict, the UK GDPR shall apply);
"Data Protection Liability Cap"	has the meaning given to it in row 13 of the Order Form;
"Data Protection Officer"	has the meaning given to it in the UK GDPR or the EU GDPR as the context requires;
"Data Subject"	has the meaning given to it in the UK GDPR or the EU GDPR as the context requires;
"Data Subject Access Request"	a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data;
"Date of Delivery"	that date by which the Deliverables must be Delivered to the Buyer, as specified in the Order Form;
"Deliver"	hand over of the Deliverables to the Buyer at the address and on the date specified in the Order Form, which shall include unloading and any other specific arrangements agreed in accordance with clause 4.2. "Delivered" and "Delivery" shall be construed accordingly;
"Deliverables"	means the Goods and/or Services to be supplied under the Contract as set out in the Order Form;
"DPA 2018"	the Data Protection Act 2018;
"EU"	the European Union;
"EU GDPR"	Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation) as it has effect in EU law;
"Existing IPR"	any and all intellectual property rights that are owned by or licensed to either Party and which have been developed independently of the Contract (whether prior to the date of the Contract or otherwise);
"Expiry Date"	the date for expiry of the Contract as set out in the Order

	Form;
"FOIA"	the Freedom of Information Act 2000 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation;
"Force Majeure Event"	<p>any event, circumstance, matter or cause affecting the performance by either the Buyer or the Supplier of its obligations arising from:</p> <ul style="list-style-type: none"> (a) acts, events, omissions, happenings or non-happenings beyond the reasonable control of the Party seeking to claim relief in respect of a Force Majeure Event (the "Affected Party") which prevent or materially delay the Affected Party from performing its obligations under the Contract; (b) riots, civil commotion, war or armed conflict, acts of terrorism, nuclear, biological or chemical warfare; (c) acts of a Crown Body, local government or regulatory bodies; (d) fire, flood or any disaster; or (e) an industrial dispute affecting a third party for which a substitute third party is not reasonably available <p>but excluding:</p> <ul style="list-style-type: none"> (i) any industrial dispute relating to the Supplier, the Supplier Staff (including any subsets of them) or any other failure in the Supplier or the Subcontractor's supply chain; (ii) any event, occurrence, circumstance, matter or cause which is attributable to the wilful act, neglect or failure to take reasonable precautions against it by the Party concerned; and (iii) any failure of delay caused by a lack of funds, <p>and which is not attributable to any wilful act, neglect or failure to take reasonable preventative action by that Party;</p>
"Goods"	the goods to be supplied by the Supplier to the Buyer under the Contract;
"Good Industry Practice"	standards, practices, methods and procedures conforming to the Law and the exercise of the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged within the relevant industry or business sector;
"Government Data"	(a) the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or

	tangible media, including any of the Buyer's confidential information, and which: (i) are supplied to the Supplier by or on behalf of the Buyer; or (ii) the Supplier is required to generate, process, store or transmit pursuant to the Contract; or (b) any Personal Data for which the Buyer is the Controller;
"Independent Controller"	a party which is Controller of the same Personal Data as the other Party and there is no element of joint control with regards to that Personal Data;
"Information"	has the meaning given under section 84 of the FOIA;
"Information Commissioner"	the UK's independent authority which deals with ensuring information relating to rights in the public interest and data privacy for individuals is met, whilst promoting openness by public bodies;
"Insolvency Event"	in respect of a person: <ul style="list-style-type: none"> (a) if that person is insolvent; (b) where that person is a company, LLP or a partnership, if an order is made or a resolution is passed for the winding up of the person (other than voluntarily for the purpose of solvent amalgamation or reconstruction); (c) if an administrator or administrative receiver is appointed in respect of the whole or any part of the person's assets or business; (d) if the person makes any composition with its creditors; or (e) takes or suffers any similar or analogous action to any of the actions detailed in this definition as a result of debt in any jurisdiction;
"IP Completion Day"	has the meaning given to it in the European Union (Withdrawal Agreement) Act 2020;
"Joint Controller Agreement"	the agreement (if any) entered into between the Buyer and the Supplier substantially in the form set out in <i>Part B – Joint Controller Agreement</i> of Annex 1 – <i>Processing Personal Data</i> ;
"Joint Controllers"	Where two or more Controllers jointly determine the purposes and means of processing;
"Key Staff"	any persons specified as such in the Order Form or otherwise notified as such by the Buyer to the Supplier in writing, following agreement to the same by the Supplier;
"Law"	any law, subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978, bye-law, right within the meaning of the European Union (Withdrawal) Act 2018 as amended by European Union (Withdrawal Agreement) Act 2020, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a

	relevant court of law, or directives or requirements of any regulatory body with which the Supplier is bound to comply;
"Month"	a calendar month and "Monthly" shall be interpreted accordingly;
"National Insurance"	contributions required by the Social Security Contributions and Benefits Act 1992 and made in accordance with the Social Security (Contributions) Regulations 2001 (SI 2001/1004);
"New IPR"	all and intellectual property rights in any materials created or developed by or on behalf of the Supplier pursuant to the Contract but shall not include the Supplier's Existing IPR;
"New IPR Items"	means a deliverable, document, product or other item within which New IPR subsists;
"Open Licence"	means any material that is published for use, with rights to access and modify, by any person for free, under a generally recognised open licence including Open Government Licence as set out at http://www.nationalarchives.gov.uk/doc/open-government-licence/version/3/ and the Open Standards Principles documented at https://www.gov.uk/government/publications/open-standards-principles/open-standards-principles ;
"Order Form"	the order form signed by the Buyer and the Supplier printed above these Conditions;
"Party"	the Supplier or the Buyer (as appropriate) and "Parties" shall mean both of them;
"Personal Data"	has the meaning given to it in the UK GDPR or the EU GDPR as the context requires;
"Personal Data Breach"	has the meaning given to it in the UK GDPR or the EU GDPR as the context requires and includes any breach of Data Protection Legislation relevant to Personal Data processed pursuant to the Contract;
"Prescribed Person"	a legal adviser, an MP or an appropriate body which a whistle-blower may make a disclosure to as detailed in 'Whistleblowing: list of prescribed people and bodies', 24 November 2016, available online at: https://www.gov.uk/government/publications/blowing-the-whistle-list-of-prescribed-people-and-bodies--2/whistleblowing-list-of-prescribed-people-and-bodies as updated from time to time;
"Processor"	has the meaning given to it in the UK GDPR or the EU GDPR as the context requires;
"Processor Personnel"	all directors, officers, employees, agents, consultants and suppliers of the Processor and/or of any Subprocessor engaged in the performance of its obligations under the Contract;

“Protective Measures”	<p>technical and organisational measures which must take account of:</p> <ul style="list-style-type: none"> (a) the nature of the data to be protected; (b) harm that might result from Data Loss Event; (c) state of technological development; (d) the cost of implementing any measures; <p>including pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it;</p>
"Purchase Order Number" or “PO Number”	the Buyer’s unique number relating to the order for Deliverables to be supplied by the Supplier to the Buyer in accordance with the Contract;
“Rectification Plan”	<p>the Supplier’s plan (or revised plan) to rectify its material default which shall include:</p> <ul style="list-style-type: none"> (a) full details of the material default that has occurred, including a root cause analysis; (b) the actual or anticipated effect of the material default; and (c) the steps which the Supplier proposes to take to rectify the material default (if applicable) and to prevent such material default from recurring, including timescales for such steps and for the rectification of the material default (where applicable);
"Regulations"	the Public Contracts Regulations 2015 and/or the Public Contracts (Scotland) Regulations 2015 (as the context requires) as amended from time to time;
"Request For Information"	has the meaning set out in the FOIA or the Environmental Information Regulations 2004 as relevant (where the meaning set out for the term "request" shall apply);
"Services"	the services to be supplied by the Supplier to the Buyer under the Contract;
“Statement of Requirements”	the Statement of Requirements for the Deliverables to be supplied by the Supplier to the Buyer (including as to quantity, description and quality) as specified in the Order Form;
"Staff Vetting Procedures"	vetting procedures that accord with Good Industry Practice or, where applicable, the Buyer’s procedures or policies for the vetting of personnel as specified in the Order Form or provided to the Supplier in writing following agreement to the same by the Supplier from time to time;

"Start Date"	the start date of the Contract set out in the Order Form;
"Sub-Contract"	<p>any contract or agreement (or proposed contract or agreement), other than the Contract, pursuant to which a third party:</p> <ul style="list-style-type: none"> (a) provides the Deliverables (or any part of them); (b) provides facilities or services necessary for the provision of the Deliverables (or any part of them); and/or (c) is responsible for the management, direction or control of the provision of the Deliverables (or any part of them);
"Subcontractor"	any person other than the Supplier, who is a party to a Sub-Contract and the servants or agents of that person;
"Subprocessor"	any third party appointed to process Personal Data on behalf of the Processor related to the Contract;
"Supplier"	the person named as Supplier in the Order Form;
"Supplier Staff"	all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any Subcontractor of the Supplier engaged in the performance of the Supplier's obligations under the Contract;
"Transparency Information"	<p>In relation to Contracts with a value above the relevant threshold set out in Part 2 of the Regulations only, the content of the Contract, including any changes to this Contract agreed from time to time, as well as any information relating to the Deliverables and performance pursuant to the Contract required to be published by the Buyer to comply with its transparency obligations, including those set out in Public Procurement Policy Note 09/21 (update to legal and policy requirements to publish procurement information on Contracts Finder) (https://www.gov.uk/government/publications/ppn-0921-requirements-to-publish-on-contracts-finder) and Public Procurement Policy Note 01/17 (update to transparency principles) where applicable (https://www.gov.uk/government/publications/procurement-policy-note-0117-update-to-transparency-principles) except for:</p> <ul style="list-style-type: none"> (a) any information which is exempt from disclosure in accordance with the provisions of the FOIA, which shall be determined by the Buyer; and (b) Confidential Information;
"Term"	the period from the Start Date to the Expiry Date as such period may be extended in accordance with clause 11.2 or terminated in accordance with the Contract;
"Third Party IPR"	intellectual property rights owned by a third party which is or will be used by the Supplier for the purpose of providing the Deliverables;

"UK GDPR"	has the meaning as set out in section 3(10) of the DPA 2018, supplemented by section 205(4);
"VAT"	value added tax in accordance with the provisions of the Value Added Tax Act 1994;
"Worker"	any one of the Supplier Staff which the Buyer, in its reasonable opinion, considers is an individual to which Procurement Policy Note 08/15 (Tax Arrangements of Public Appointees) (https://www.gov.uk/government/publications/procurement-policy-note-0815-tax-arrangements-of-public-appointees) applies in respect of the Deliverables; and
"Working Day"	a day (other than a Saturday or Sunday) on which banks are open for business in the City of London.

2. Understanding the Contract

In the Contract, unless the context otherwise requires:

- 2.1 references to numbered clauses are references to the relevant clause in these Conditions;
- 2.2 any obligation on any Party not to do or omit to do anything shall include an obligation not to allow that thing to be done or omitted to be done;
- 2.3 the headings in this Contract are for information only and do not affect the interpretation of the Contract;
- 2.4 references to "writing" include printing, display on a screen and electronic transmission and other modes of representing or reproducing words in a visible form;
- 2.5 the singular includes the plural and vice versa;
- 2.6 a reference to any Law includes a reference to that Law as amended, extended, consolidated or re-enacted from time to time and to any legislation or byelaw made under that Law;
- 2.7 the word "including", "for example" and similar words shall be understood as if they were immediately followed by the words "without limitation";
- 2.8 any reference which, immediately before IP Completion Day (or such later date when relevant EU law ceases to have effect pursuant to section 1A of the European Union (Withdrawal) Act 2018), is a reference to (as it has effect from time to time):
 - (a) any EU regulation, EU decision, EU tertiary legislation or provision of the EEA agreement ("**EU References**") which is to form part of domestic law by application of section 3 of the European Union (Withdrawal) Act 2018 and which shall be read on and after IP Completion Day as a reference to the EU References as they form part of domestic law by virtue of section 3 of the European Union (Withdrawal) Act 2018 as modified by domestic law from time to time; and
 - (b) any EU institution or EU authority or other such EU body shall be read on and after IP Completion Day as a reference to the UK institution, authority or body to which its functions were transferred.

3. How the Contract works

- 3.1 The Order Form is an offer by the Buyer to purchase the Deliverables subject to and in accordance with the terms and conditions of the Contract.

- 3.2 The Supplier is deemed to accept the offer in the Order Form when the Buyer receives a copy of the Order Form signed by the Supplier.
- 3.3 The Supplier warrants and represents that its tender (if any) and all statements made and documents submitted as part of the procurement of Deliverables are and remain true and accurate.

4. What needs to be delivered

4.1 All Deliverables

- (a) The Supplier must provide Deliverables: (i) in accordance with the Statement of Requirements, the tender in Annex 4 – Supplier Tender (where applicable) and the Contract; (ii) using reasonable skill and care; (iii) using Good Industry Practice; (iv) using its own policies, processes and internal quality control measures as long as they don't conflict with the Contract; (v) on the dates agreed; and (vi) that comply with all Law.
- (b) The Supplier must provide Deliverables with a warranty of at least 90 days (or longer where the Supplier offers a longer warranty period to its Buyers) from Delivery against all obvious defects.

4.2 Goods clauses

- (a) All Goods delivered must be new, or as new if recycled, unused and of recent origin.
- (b) All manufacturer warranties covering the Goods must be assignable to the Buyer on request and for free.
- (c) The Supplier transfers ownership of the Goods on completion of Delivery (including off-loading and stacking) or payment for those Goods, whichever is earlier.
- (d) Risk in the Goods transfers to the Buyer on Delivery, but remains with the Supplier if the Buyer notices damage following Delivery and lets the Supplier know within 3 Working Days of Delivery.
- (e) The Supplier warrants that it has full and unrestricted ownership of the Goods at the time of transfer of ownership.
- (f) The Supplier must Deliver the Goods on the date and to the location specified in the Order Form, during the Buyer's working hours (unless otherwise specified in the Order Form).
- (g) The Supplier must provide sufficient packaging for the Goods to reach the point of Delivery safely and undamaged.
- (h) All deliveries must have a delivery note attached that specifies the order number, type and quantity of Goods.
- (i) The Supplier must provide all tools, information and instructions the Buyer needs to make use of the Goods.
- (j) The Supplier will notify the Buyer of any request that Goods are returned to it or the manufacturer after the discovery of safety issues or defects that might endanger health or hinder performance and shall indemnify the Buyer against the costs arising as a result of any such request.
- (k) The Buyer can cancel any order or part order of Goods which has not been Delivered. If the Buyer gives less than 14 days' notice then it will pay the Supplier's reasonable and proven costs already incurred on the cancelled order

as long as the Supplier takes all reasonable endeavours to minimise these costs.

- (l) The Supplier must at its own cost repair, replace, refund or substitute (at the Buyer's option and request) any Goods that the Buyer rejects because they don't conform with clause 4.2. If the Supplier doesn't do this it will pay the Buyer's costs including repair or re-supply by a third party.
- (m) The Buyer will not be liable for any actions, claims, costs and expenses incurred by the Supplier or any third party during Delivery of the Goods unless and to the extent that it is caused by negligence or other wrongful act of the Buyer or its servant or agent. If the Buyer suffers or incurs any damage or injury (whether fatal or otherwise) occurring in the course of Delivery or installation then the Supplier shall indemnify the Buyer from any losses, charges, costs or expenses which arise as a result of or in connection with such damage or injury where it is attributable to any act or omission of the Supplier or any of its Subcontractors or Supplier Staff.

4.3 Services clauses

- (a) Late Delivery of the Services will be a default of the Contract.
- (b) The Supplier must co-operate with the Buyer and third party suppliers on all aspects connected with the delivery of the Services and ensure that Supplier Staff comply with any reasonable instructions including the security requirements (where any such requirements have been provided).
- (c) The Buyer must provide the Supplier with reasonable access to its premises at reasonable times for the purpose of supplying the Services
- (d) The Supplier must at its own risk and expense provide all equipment required to deliver the Services. Any equipment provided by the Buyer to the Supplier for supplying the Services remains the property of the Buyer and is to be returned to the Buyer on expiry or termination of the Contract.
- (e) The Supplier must allocate sufficient resources and appropriate expertise to the Contract.
- (f) The Supplier must take all reasonable care to ensure performance does not disrupt the Buyer's operations, employees or other contractors.
- (g) On completion of the Services, the Supplier is responsible for leaving the Buyer's premises in a clean, safe and tidy condition and making good any damage that it has caused to the Buyer's premises or property, other than fair wear and tear.
- (h) The Supplier must ensure all Services, and anything used to deliver the Services, are of good quality and free from defects.
- (i) The Buyer is entitled to withhold payment for partially or undelivered Services, but doing so does not stop it from using its other rights under the Contract.

5. Pricing and payments

- 5.1 In exchange for the Deliverables, the Supplier must invoice the Buyer for the charges in the Order Form.
- 5.2 All Charges:
 - (a) exclude VAT, which is payable on provision of a valid VAT invoice; and
 - (b) include all costs and expenses connected with the supply of Deliverables.

- 5.3 The Buyer must pay the Supplier the charges within 30 days of receipt by the Buyer of a valid, undisputed invoice, in cleared funds to the Supplier's account stated in the invoice or in the Order Form.
- 5.4 A Supplier invoice is only valid if it:
- (a) includes all appropriate references including the Purchase Order Number and other details reasonably requested by the Buyer; and
 - (b) includes a detailed breakdown of Deliverables which have been delivered.
- 5.5 If there is a dispute between the Parties as to the amount invoiced, the Buyer shall pay the undisputed amount. The Supplier shall not suspend the provision of the Deliverables unless the Supplier is entitled to terminate the Contract for a failure to pay undisputed sums in accordance with clause 11.6. Any disputed amounts shall be resolved through the dispute resolution procedure detailed in clause 37.
- 5.6 The Buyer may retain or set-off payment of any amount owed to it by the Supplier under this Contract or any other agreement between the Supplier and the Buyer if notice and reasons are provided.
- 5.7 The Supplier must ensure that all Subcontractors are paid, in full, within 30 days of receipt of a valid, undisputed invoice. If this doesn't happen, the Buyer can publish the details of the late payment or non-payment.

6. The Buyer's obligations to the Supplier

- 6.1 If Supplier fails to comply with the Contract as a result of a Buyer Cause:
- (a) the Buyer cannot terminate the Contract under clause 11;
 - (b) the Supplier is entitled to reasonable and proven additional expenses and to relief from liability under this Contract;
 - (c) the Supplier is entitled to additional time needed to deliver the Deliverables; and
 - (d) the Supplier cannot suspend the ongoing supply of Deliverables.
- 6.2 Clause 6.1 only applies if the Supplier:
- (a) gives notice to the Buyer within 10 Working Days of becoming aware;
 - (b) demonstrates that the failure only happened because of the Buyer Cause; and
 - (c) mitigated the impact of the Buyer Cause.

7. Record keeping and reporting

- 7.1 The Supplier must ensure that suitably qualified representatives attend progress meetings with the Buyer and provide progress reports when specified in the Order Form.
- 7.2 The Supplier must keep and maintain full and accurate records and accounts on everything to do with the Contract for 7 years after the date of expiry or termination of the Contract and in accordance with the UK GDPR or the EU GDPR as the context requires.
- 7.3 The Supplier must allow any auditor appointed by the Buyer access to its premises to verify all contract accounts and records of everything to do with the Contract and provide copies for the Audit.
- 7.4 During an Audit, the Supplier must provide information to the auditor and reasonable co-operation at their request.

- 7.5 The Parties will bear their own costs when an Audit is undertaken unless the Audit identifies a material default by the Supplier, in which case the Supplier will repay the Buyer's reasonable costs in connection with the Audit.
- 7.6 If the Supplier is not providing any of the Deliverables, or is unable to provide them, it must immediately:
- (a) tell the Buyer and give reasons;
 - (b) propose corrective action; and
 - (c) provide a deadline for completing the corrective action.
- 7.7 If the Buyer, acting reasonably, is concerned as to the financial stability of the Supplier such that it may impact on the continued performance of the Contract then the Buyer may:
- (a) require that the Supplier provide to the Buyer (for its approval) a plan setting out how the Supplier will ensure continued performance of the Contract and the Supplier will make changes to such plan as reasonably required by the Buyer and once it is agreed then the Supplier shall act in accordance with such plan and report to the Buyer on demand; and
 - (b) if the Supplier fails to provide a plan or fails to agree any changes which are requested by the Buyer or fails to implement or provide updates on progress with the plan, terminate the Contract immediately for material breach (or on such date as the Buyer notifies).
- 7.8 If there is a material default, the Supplier must notify the Buyer within 3 Working Days of the Supplier becoming aware of the material default. The Buyer may request that the Supplier provide a Rectification Plan within 10 Working Days of the Buyer's request alongside any additional documentation that the Buyer requires. Once such Rectification Plan is agreed between the Parties (without the Buyer limiting its rights) the Supplier must immediately start work on the actions in the Rectification Plan at its own cost.
- 8. Supplier Staff**
- 8.1 The Supplier Staff involved in the performance of the Contract must:
- (a) be appropriately trained and qualified;
 - (b) be vetted in accordance with the Staff Vetting Procedures; and
 - (c) comply with all conduct requirements when on the Buyer's premises.
- 8.2 Where the Buyer decides one of the Supplier's Staff isn't suitable to work on the Contract, the Supplier must replace them with a suitably qualified alternative.
- 8.3 If requested, the Supplier must replace any person whose acts or omissions have caused the Supplier to breach clause 29.1 to 29.3 .
- 8.4 The Supplier must provide a list of Supplier Staff needing to access the Buyer's premises and say why access is required.
- 8.5 The Supplier indemnifies the Buyer against all claims brought by any person employed or engaged by the Supplier caused by an act or omission of the Supplier or any Supplier Staff.
- 8.6 The Supplier shall use those persons nominated (if any) as Key Staff in the Order Form or otherwise notified as such by the Buyer to the Supplier in writing, following

agreement to the same by the Supplier to provide the Deliverables and shall not remove or replace any of them unless:

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

8.7 The Supplier shall ensure that no person who discloses that he/she has a conviction that is relevant to the nature of the Contract, relevant to the work of the Buyer, or is of a type otherwise advised by the Buyer (each such conviction a "**Relevant Conviction**"), or is found by the Supplier to have a Relevant Conviction (whether as a result of a police check, a disclosure and barring service check or otherwise) is employed or engaged in the provision of any part of the Deliverables.

9. Rights and protection

9.1 The Supplier warrants and represents that:

- (a) it has full capacity and authority to enter into and to perform the Contract;
- (b) the Contract is executed by its authorised representative;
- (c) it is a legally valid and existing organisation incorporated in the place it was formed;
- (d) there are no known legal or regulatory actions or investigations before any court, administrative body or arbitration tribunal pending or threatened against it or its affiliates that might affect its ability to perform the Contract;
- (e) all necessary rights, authorisations, licences and consents (including in relation to IPRs) are in place to enable the Supplier to perform its obligations under the Contract and the Buyer to receive the Deliverables;
- (f) it doesn't have any contractual obligations which are likely to have a material adverse effect on its ability to perform the Contract; and
- (g) it is not impacted by an Insolvency Event.

9.2 The warranties and representations in clause 3.3 and clause 9.1 are repeated each time the Supplier provides Deliverables under the Contract.

9.3 The Supplier indemnifies the Buyer against each of the following:

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

9.4 If the Supplier becomes aware of a representation or warranty made in relation to the Contract that becomes untrue or misleading, it must immediately notify the Buyer.

9.5 All third party warranties and indemnities covering the Deliverables must be assigned for the Buyer's benefit by the Supplier.

10. Intellectual Property Rights (IPRs)

10.1 Each Party keeps ownership of its own Existing IPRs. The Supplier gives the Buyer a non-exclusive, perpetual, royalty-free, irrevocable, transferable worldwide licence to

use, change and sub-license the Supplier's Existing IPR to enable the Buyer and its sub-licensees to both:

- (a) receive and use the Deliverables; and
 - (b) use the New IPR.
- 10.2 Any New IPR created under the Contract is owned by the Buyer. The Buyer gives the Supplier a licence to use any Existing IPRs and the New IPR which the Supplier reasonably requires for the purpose of fulfilling its obligations during the Term or using or exploiting the New IPR developed under the Contract.
- 10.3 Where a Party acquires ownership of intellectual property rights incorrectly under this Contract it must do everything reasonably necessary to complete a transfer assigning them in writing to the other Party on request and at its own cost.
- 10.4 Neither Party has the right to use the other Party's intellectual property rights, including any use of the other Party's names, logos or trademarks, except as provided in clause 10 or otherwise agreed in writing.
- 10.5 If any claim is made against the Buyer for actual or alleged infringement of a third party's intellectual property arising out of, or in connection with, the supply or use of the Deliverables (an "**IPR Claim**"), then the Supplier indemnifies the Buyer against all losses, damages, costs or expenses (including professional fees and fines) incurred as a result of the IPR Claim.
- 10.6 If an IPR Claim is made or anticipated the Supplier must at its own expense and the Buyer's sole option, either:
- (a) obtain for the Buyer the rights in clauses 10.1 and 10.2 without infringing any third party intellectual property rights; and
 - (b) replace or modify the relevant item with substitutes that don't infringe intellectual property rights without adversely affecting the functionality or performance of the Deliverables.
- 10.7 The Supplier shall not use in the Delivery of the Deliverables any Third Party IPR unless it has notified the Buyer that the owner or an authorised licensor of the relevant Third Party IPR will grant a direct licence to the Buyer for the Third Party IPR and that licence has been granted. The Buyer, in its absolute discretion, shall have 10 Working Days following the Supplier's notification to reject the grant of the licence. If the Supplier cannot obtain for the Buyer a licence in respect of any Third Party IPR, for whatever reason, the Supplier shall:
- (a) notify the Buyer in writing; and
 - (b) use the relevant Third Party IPR only if the Buyer has provided authorisation in writing, with reference to the acts authorised and the specific intellectual property rights involved.
- 10.8 In spite of any other provisions of the Contract and for the avoidance of doubt, award of this Contract by the Buyer and the ordering of any Deliverable under it does not constitute an authorisation by the Crown under Sections 55 and 56 of the Patents Act 1977, Section 12 of the Registered Designs Act 1949 or Sections 240 – 243 of the Copyright, Designs and Patents Act 1988.
- 11. Ending the contract**
- 11.1 The Contract takes effect on the Start Date and ends on the earlier of the Expiry Date or termination of the Contract, or earlier if required by Law.
- 11.2 The Buyer can extend the Contract where set out in the Order Form in accordance with the terms in the Order Form.

11.3 Ending the Contract without a reason

The Buyer has the right to terminate the Contract at any time without reason or liability by giving the Supplier not less than 90 days' written notice, and if it's terminated clause 11.5(a)(ii) to 11.5(a)(viii) applies.

11.4 When the Buyer can end the Contract

- (a) If any of the following events happen, the Buyer has the right to immediately terminate its Contract by issuing a termination notice in writing to the Supplier:
- (i) there's a Supplier Insolvency Event;
 - (ii) if the Supplier repeatedly breaches the Contract in a way to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms and conditions of the Contract;
 - (iii) the Supplier is in material breach of any obligation which is capable of remedy, and that breach is not remedied within 30 days of the Supplier receiving notice specifying the breach and requiring it to be remedied;
 - (iv) there's a change of control (within the meaning of section 450 of the Corporation Tax Act 2010) of the Supplier which isn't pre-approved by the Buyer in writing;
 - (v) the Buyer discovers that the Supplier was in one of the situations in 57 (1) or 57(2) of the Regulations at the time the Contract was awarded;
 - (vi) the Supplier or its affiliates embarrass or bring the Buyer into disrepute or diminish the public trust in them; or
 - (vii) the Supplier fails to comply with its legal obligations in the fields of environmental, social, equality or employment Law when providing the Deliverables.
- (b) The Buyer also has the right to terminate the Contract in accordance with clauses 7.7(b), 21.3, 29.4(b), 34.3 and Paragraph **Error! Reference source not found.** of *Part B – Joint Controller Agreement* of Annex 1 – *Processing Personal Data* (if used).
- (c) If any of the events in 73(1) (a) or (b) of the Regulations happen, the Buyer has the right to immediately terminate the Contract and clause 11.5(a)(ii) to 11.5(a)(viii) applies.

11.5 What happens if the Contract ends (Buyer termination)

- (a) Where the Buyer terminates the Contract under clause 11.4(a), 7.7(b), 29.4(b), or Paragraph **Error! Reference source not found.** of *Part B – Joint Controller Agreement* of Annex 1 – *Processing Personal Data* (if used), all of the following apply:
- (i) the Supplier is responsible for the Buyer's reasonable costs of procuring replacement Deliverables for the rest of the term of the Contract;
 - (ii) the Buyer's payment obligations under the terminated Contract stop immediately;
 - (iii) accumulated rights of the Parties are not affected;
 - (iv) the Supplier must promptly delete or return the Government Data except where required to retain copies by Law;

- (v) the Supplier must promptly return any of the Buyer's property provided under the Contract;
- (vi) the Supplier must, at no cost to the Buyer, give all reasonable assistance to the Buyer and any incoming supplier and co-operate fully in the handover and re-procurement;
- (vii) the Supplier must repay to the Buyer all the Charges that it has been paid in advance for Deliverables that it has not provided as at the date of termination or expiry; and
- (viii) the following clauses survive the termination of the Contract: 4.2(j), 7, 8.5, 10, 12, 14, 15, 16, 19, 20, 37 and 38 and any clauses which are expressly or by implication intended to continue.

11.6 When the Supplier can end the Contract and what happens when the contract ends (Buyer and Supplier termination)

- (a) The Supplier can issue a reminder notice if the Buyer does not pay an undisputed invoice on time. The Supplier can terminate the Contract if the Buyer fails to pay an undisputed invoiced sum due and worth over 10% of the total Contract value or £1,000, whichever is the lower, within 30 days of the date of the reminder notice.
- (b) Where the Buyer terminates the Contract in accordance with clause 11.3 or the Supplier terminates the Contract under clause 11.6(a) or 24.4:
 - (i) the Buyer must promptly pay all outstanding charges incurred by the Supplier;
 - (ii) the Buyer must pay the Supplier reasonable committed and unavoidable losses as long as the Supplier provides a fully itemised and costed schedule with evidence - the maximum value of this payment is limited to the total sum payable to the Supplier if the Contract had not been terminated; and
 - (iii) clauses 11.5(a)(ii) to 11.5(a)(viii) apply.
- (c) The Supplier also has the right to terminate the Contract in accordance with Clauses 21.3 and 24.4.

11.7 Partially ending and suspending the Contract

- (a) Where the Buyer has the right to terminate the Contract it can terminate or suspend (for any period), all or part of it. If the Buyer suspends the Contract it can provide the Deliverables itself or buy them from a third party.
- (b) The Buyer can only partially terminate or suspend the Contract if the remaining parts of it can still be used to effectively deliver the intended purpose.
- (c) The Parties must agree (in accordance with clause 26) any necessary variation required by clause 11.7, but the Supplier may not either:
 - (i) reject the variation; or
 - (ii) increase the Charges, except where the right to partial termination is under clause 11.3.
- (d) The Buyer can still use other rights available, or subsequently available to it if it acts on its rights under clause 11.7.

12. How much you can be held responsible for

- 12.1 Each Party's total aggregate liability under or in connection with the Contract (whether in tort, contract or otherwise) is no more than 125% of the Charges paid or payable to the Supplier.
- 12.2 No Party is liable to the other for:
- (a) any indirect losses; and/or
 - (b) loss of profits, turnover, savings, business opportunities or damage to goodwill (in each case whether direct or indirect).
- 12.3 In spite of clause 12.1, neither Party limits or excludes any of the following:
- (a) its liability for death or personal injury caused by its negligence, or that of its employees, agents or Subcontractors;
 - (b) its liability for bribery or fraud or fraudulent misrepresentation by it or its employees; or
 - (c) any liability that cannot be excluded or limited by Law.
- 12.4 In spite of clause 12.1, the Supplier does not limit or exclude its liability for any indemnity given under clauses 8.5, 9.3(b), 10.5, or 33.2(b).
- 12.5 Notwithstanding clause 12.1, but subject to clauses 12.1 and 12.3, the Supplier's total aggregate liability under clause 14.7(e) shall not exceed the Data Protection Liability Cap.
- 12.6 Each Party must use all reasonable endeavours to mitigate any loss or damage which it suffers under or in connection with the Contract, including any indemnities.
- 12.7 If more than one Supplier is party to the Contract, each Supplier Party is fully responsible for both their own liabilities and the liabilities of the other Suppliers.

13. Obeying the Law

- 13.1 The Supplier must, in connection with provision of the Deliverables:
- (a) comply and procure that its Subcontractors comply with the Supplier Code of Conduct:
(https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/779660/20190220-Supplier_Code_of_Conduct.pdf) as such Code of Conduct may be updated from time to time, and such other sustainability requirements as set out in the Order Form;
 - (b) comply with the provisions of the Official Secrets Acts 1911 to 1989 and section 182 of the Finance Act 1989;
 - (c) support the Buyer in fulfilling its Public Sector Equality duty under section 149 of the Equality Act 2010;
 - (d) comply with the model contract terms contained in Example 1 of Annex C of the guidance to PPN 05/19 (Tackling Modern Slavery in Government Supply Chains) shall apply to the Contract, as such clauses may be amended or updated from time to time; and
 - (e) meet the applicable Government Buying Standards applicable to Deliverables which can be found online at:
<https://www.gov.uk/government/collections/sustainable-procurement-the-government-buying-standards-gbs>.
- 13.2 The Supplier indemnifies the Buyer against any costs resulting from any default by the Supplier relating to any applicable Law to do with the Contract.

- 13.3 The Supplier must appoint a Compliance Officer who must be responsible for ensuring that the Supplier complies with Law, clause 13.1 and clauses 28 to 35.

14. Data Protection

- 14.1 The Supplier must not remove any ownership or security notices in or relating to the Government Data.
- 14.2 The Supplier must make accessible back-ups of all Government Data, stored in an agreed off-site location and send the Buyer copies every 6 Months.
- 14.3 The Supplier must ensure that any Supplier system holding any Government Data, including back-up data, is a secure system that complies with the security requirements specified in writing by the Buyer (where any such requirements have been provided).
- 14.4 If at any time the Supplier suspects or has reason to believe that the Government Data is corrupted, lost or sufficiently degraded, then the Supplier must immediately notify the Buyer and suggest remedial action.
- 14.5 If the Government Data is corrupted, lost or sufficiently degraded so as to be unusable the Buyer may either or both:
- (a) tell the Supplier to restore or get restored Government Data as soon as practical but no later than 5 Working Days from the date that the Buyer receives notice, or the Supplier finds out about the issue, whichever is earlier; and/or
 - (b) restore the Government Data itself or using a third party.
- 14.6 The Supplier must pay each Party's reasonable costs of complying with clause 14.5 unless the Buyer is at fault.
- 14.7 The Supplier:
- (a) must provide the Buyer with all Government Data in an agreed open format within 10 Working Days of a written request;
 - (b) must have documented processes to guarantee prompt availability of Government Data if the Supplier stops trading;
 - (c) must securely destroy all storage media that has held Government Data at the end of life of that media using Good Industry Practice;
 - (d) securely erase all Government Data and any copies it holds when asked to do so by the Buyer unless required by Law to retain it; and
 - (e) indemnifies the Buyer against any and all losses incurred if the Supplier breaches clause 14 or any Data Protection Legislation.
- 14.8 The Parties acknowledge that for the purposes of the Data Protection Legislation, the nature of the activity carried out by each of them in relation to their respective obligations under the Contract dictates the status of each party under the DPA 2018. A Party may act as:
- (a) "Controller" in respect of the other Party who is "Processor";
 - (b) "Processor" in respect of the other Party who is "Controller";
 - (c) "Joint Controller" with the other Party;
 - (d) "Independent Controller" of the Personal Data where the other Party is also "Controller",

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

14.9 Where one Party is Controller and the other Party its Processor

- (a) Where a Party is a Processor, it must only process Personal Data if authorised to do so in Part A - *Authorised Processing Template* of Annex 1 – *Processing Personal Data* by the Controller. Any further written instructions relating to the processing of Personal Data are incorporated into Part A - *Authorised Processing Template* of Annex 1 – *Processing Personal Data*.
- (b) The Processor must give all reasonable assistance to the Controller in the preparation of any Data Protection Impact Assessment before starting any processing, including:
 - (i) a systematic description of the expected processing and its purpose;
 - (ii) the necessity and proportionality of the processing operations;
 - (iii) the risks to the rights and freedoms of Data Subjects; and
 - (iv) the intended measures to address the risks, including safeguards, security measures and mechanisms to protect Personal Data.
- (c) The Processor must notify the Controller immediately if it thinks the Controller's instructions breach the Data Protection Legislation.
- (d) The Processor must put in place appropriate Protective Measures to protect against a Data Loss Event which must be approved by the Controller.
- (e) If lawful to notify the Controller, the Processor must promptly notify the Controller if the Processor is otherwise required to process Personal Data by Law before processing it.
- (f) The Processor must use all reasonable endeavours to ensure the reliability and integrity of any Processor Personnel who have access to the Personal Data and ensure that they:
 - (i) are aware of and comply with the Processor's duties under this clause 14;
 - (ii) are subject to appropriate confidentiality undertakings with the Processor or any Subprocessor;
 - (iii) are informed of the confidential nature of the Personal Data and do not provide any of the Personal Data to any third party unless directed in writing to do so by the Controller or as otherwise allowed by the Contract; and
 - (iv) have undergone adequate training in the use, care, protection and handling of Personal Data.
- (g) Where the Personal Data is subject to UK GDPR, the Processor must not transfer Personal Data outside of the UK unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:
 - (i) the transfer is in accordance with Article 45 of the UK GDPR (or section 73 of DPA 2018); or
 - (ii) the Controller or the Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with UK GDPR Article 46 or section 75 of the DPA 2018) as determined by the Controller which could include relevant parties entering into the International Data Transfer Agreement (the "**IDTA**"), or International Data Transfer

Agreement Addendum to the European Commission's SCCs (the "**Addendum**"), as published by the Information Commissioner's Office from time to time as well as any additional measures determined by the Controller;

- (iii) the Data Subject has enforceable rights and effective legal remedies when transferred;
 - (iv) the Processor meets its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
 - (v) the Processor complies with the Controller's reasonable prior instructions about the processing of the Personal Data.
- (h) Where the Personal Data is subject to EU GDPR, the Processor must not transfer Personal Data outside of the EU unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:
- (i) the transfer is in accordance with Article 45 of the EU GDPR; or
 - (i) the Controller or Processor has provided appropriate safeguards in relation to the transfer in accordance with Article 46 of the EU GDPR as determined by the Controller which could include relevant parties entering into Standard Contractual Clauses in the European Commission's decision 2021/914/EU or such updated version of such Standard Contractual Clauses as are published by the European Commission from time to time as well as any additional measures determined by the Controller;
 - (ii) the Data Subject has enforceable rights and effective legal remedies;
 - (iii) the Processor complies with its obligations under the EU GDPR by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Controller in meeting its obligations); and
 - (iv) the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the processing of the Personal Data.
 - (j) The Processor must notify the Controller immediately if it:
 - (i) receives a Data Subject Access Request (or purported Data Subject Access Request);
 - (ii) receives a request to rectify, block or erase any Personal Data;
 - (iii) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
 - (iv) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Contract;
 - (v) receives a request from any third Party for disclosure of Personal Data where compliance with the request is required or claims to be required by Law; and
 - (vi) becomes aware of a Data Loss Event.
 - (k) Any requirement to notify under clause (j) includes the provision of further information to the Controller in stages as details become available.

- (i) The Processor must promptly provide the Controller with full assistance in relation to any Party's obligations under Data Protection Legislation and any complaint, communication or request made under clause (j). This includes giving the Controller:
 - (ii) full details and copies of the complaint, communication or request;
 - (iii) reasonably requested assistance so that it can comply with a Data Subject Access Request within the relevant timescales in the Data Protection Legislation;
 - (iv) any Personal Data it holds in relation to a Data Subject on request;
 - (v) assistance that it requests following any Data Loss Event; and
 - (vi) assistance that it requests relating to a consultation with, or request from, the Information Commissioner's Office or any other regulatory authority.
- (l) The Processor must maintain full, accurate records and information to show it complies with this clause 14. This requirement does not apply where the Processor employs fewer than 250 staff, unless either the Controller determines that the processing:
 - (i) is not occasional;
 - (ii) includes special categories of data as referred to in Article 9(1) of the UK GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the UK GDPR; or
 - (iii) is likely to result in a risk to the rights and freedoms of Data Subjects.
- (m) The Parties shall designate a Data Protection Officer if required by the Data Protection Legislation.
- (n) Before allowing any Subprocessor to process any Personal Data, the Processor must:
 - (i) notify the Controller in writing of the intended Subprocessor and processing;
 - (ii) obtain the written consent of the Controller;
 - (iii) enter into a written contract with the Subprocessor so that this clause 14 applies to the Subprocessor; and
 - (iv) provide the Controller with any information about the Subprocessor that the Controller reasonably requires.
- (o) The Processor remains fully liable for all acts or omissions of any Subprocessor.
- (p) At any time the Buyer can, with 30 Working Days' notice to the Supplier, change this clause 14 to replace it with any applicable standard clauses (between the controller and processor) or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to the Contract).
- (q) The Parties agree to take account of any non-mandatory guidance issued by the Information Commissioner's Office or any other regulatory authority.

14.10 Joint Controllers of Personal Data

In the event that the Parties are Joint Controllers in respect of Personal Data under the Contract, the Parties shall implement paragraphs that are necessary to comply with UK GDPR Article 26 based on the terms set out in *Part B – Joint Controller Agreement of Annex 1 – Processing Personal Data*.

14.11 Independent Controllers of Personal Data

In the event that the Parties are Independent Controllers in respect of Personal Data under the Contract, the terms set out in Part C – *Independent Controllers* of Annex 1 – *Processing Personal Data* shall apply to this Contract.

15. What you must keep confidential**15.1 Each Party must:**

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

15.2 In spite of clause 15.1, a Party may disclose Confidential Information which it receives from the disclosing Party in any of the following instances:

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

15.3 The Supplier may disclose Confidential Information on a confidential basis to Supplier Staff on a need-to-know basis to allow the Supplier to meet its obligations under the Contract. The Supplier shall remain responsible at all times for compliance with the confidentiality obligations set out in this Contract by the persons to whom disclosure has been made.**15.4 The Buyer may disclose Confidential Information in any of the following cases:**

- (a) on a confidential basis to the employees, agents, consultants and contractors of the Buyer;
- (b) on a confidential basis to any other Central Government Body, any successor body to a Central Government Body or any company that the Buyer transfers or proposes to transfer all or any part of its business to;
- (c) if the Buyer (acting reasonably) considers disclosure necessary or appropriate to carry out its public functions;

- (d) where requested by Parliament; and
 - (e) under clauses 5.7 and 16.
- 15.5 For the purposes of clauses 15.2 to 15.4 references to disclosure on a confidential basis means disclosure under a confidentiality agreement or arrangement including terms as strict as those required in clause 15.
- 15.6 Transparency Information, and Information which is exempt from disclosure by clause 16 is not Confidential Information.
- 15.7 The Supplier must not make any press announcement or publicise the Contract or any part of it in any way, without the prior written consent of the Buyer and must take all reasonable endeavours to ensure that Supplier Staff do not either.
- 16. When you can share information**
- 16.1 The Supplier must tell the Buyer within 48 hours if it receives a Request For Information.
- 16.2 In accordance with a reasonable timetable and in any event within 5 Working Days of a request from the Buyer, the Supplier must give the Buyer full co-operation and information needed so the Buyer can:
 - (a) comply with any FOIA request;
 - (b) comply with any Environmental Information Regulations (“EIR”) request;
 - (c) if the Contract has a value over the relevant threshold in Part 2 of the Regulations, comply with any of its obligations in relation to publishing Transparency Information.
- 16.3 To the extent that it is allowed and practical to do so, the Buyer will use reasonable endeavours to notify the Supplier of a Request For Information and may talk to the Supplier to help it decide whether to publish information under clause 16. However, the extent, content and format of the disclosure is the Buyer’s decision in its absolute discretion.
- 17. Insurance**
- The Supplier shall ensure it has adequate insurance cover for this Contract.
- 18. Invalid parts of the contract**
- If any part of the Contract is prohibited by Law or judged by a court to be unlawful, void or unenforceable, it must be read as if it was removed from the Contract as much as required and rendered ineffective as far as possible without affecting the rest of the Contract, whether it’s valid or enforceable.
- 19. No other terms apply**
- The provisions incorporated into the Contract are the entire agreement between the Parties. The Contract replaces all previous statements, or agreements whether written or oral. No other provisions apply.
- 20. Other people's rights in the contract**
- No third parties may use the Contracts (Rights of Third Parties) Act (“CRTPA”) to enforce any term of the Contract unless stated (referring to CRTPA) in the Contract. This does not affect third party rights and remedies that exist independently from CRTPA.

21. Circumstances beyond your control

- 21.1 Any Party affected by a Force Majeure Event is excused from performing its obligations under the Contract while the inability to perform continues, if it both:
- (a) provides written notice to the other Party; and
 - (b) uses all reasonable measures practical to reduce the impact of the Force Majeure Event.
- 21.2 Any failure or delay by the Supplier to perform its obligations under the Contract that is due to a failure or delay by an agent, Subcontractor and/or Supplier Staff will only be considered a Force Majeure Event if that third party is itself prevented from complying with an obligation to the Supplier due to a Force Majeure Event.
- 21.3 Either Party can partially or fully terminate the Contract if the provision of the Deliverables is materially affected by a Force Majeure Event which lasts for 90 days continuously.
- 21.4 Where a Party terminates under clause 21.3:
- (a) each Party must cover its own losses; and
 - (b) clause 11.5(a)(ii) to 11.5(a)(viii) applies.

22. Relationships created by the contract

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

23. Giving up contract rights

A partial or full waiver or relaxation of the terms of the Contract is only valid if it is stated to be a waiver in writing to the other Party.

24. Transferring responsibilities

- 24.1 The Supplier cannot assign, novate or in any other way dispose of the Contract or any part of it without the Buyer's written consent.
- 24.2 The Buyer can assign, novate or transfer its Contract or any part of it to any Crown Body, public or private sector body which performs the functions of the Buyer.
- 24.3 When the Buyer uses its rights under clause 24.2 the Supplier must enter into a novation agreement in the form that the Buyer specifies.
- 24.4 The Supplier can terminate the Contract novated under clause 24.2 to a private sector body that is experiencing an Insolvency Event.
- 24.5 The Supplier remains responsible for all acts and omissions of the Supplier Staff as if they were its own.

25. Supply Chain

- 25.1 The Supplier cannot sub-contract the Contract or any part of it without the Buyer's prior written consent. The Supplier shall provide the Buyer with the name of any Subcontractor the Supplier proposes to engage for the purposes of the Contract. The decision of the Buyer to consent or not will not be unreasonably withheld or delayed. If the Buyer does not communicate a decision to the Supplier within 10 Working Days of the request for consent then its consent will be deemed to have been given. The Buyer may reasonably withhold its consent to the appointment of a Subcontractor if it considers that:
- (a) the appointment of a proposed Subcontractor may prejudice the provision of the Deliverables or may be contrary to its interests;

- (b) the proposed Subcontractor is unreliable and/or has not provided reliable goods and or reasonable services to its other customers; and/or
 - (c) the proposed Subcontractor employs unfit persons.
- 25.2 If the Buyer asks the Supplier for details about Subcontractors, the Supplier must provide details of all such Subcontractors at all levels of the supply chain including:
 - (a) their name;
 - (b) the scope of their appointment; and
 - (c) the duration of their appointment.
- 25.3 The Supplier must exercise due skill and care when it selects and appoints Subcontractors.
- 25.4 The Supplier will ensure that all Sub-Contracts in the Supplier's supply chain entered into after the Start Date wholly or substantially for the purpose of performing or contributing to the performance of the whole or any part of this Contract contain provisions that:
 - (a) allow the Supplier to terminate the Sub-Contract if the Subcontractor fails to comply with its obligations in respect of environmental, social, equality or employment Law;
 - (b) require the Supplier to pay all Subcontractors in full, within 30 days of receiving a valid, undisputed invoice; and
 - (c) allow the Buyer to publish the details of the late payment or non-payment if this 30-day limit is exceeded.
- 25.5 The Supplier will take reasonable endeavours to ensure that all Sub-Contracts in the Supplier's supply chain entered into before the Start Date but made wholly or substantially for the purpose of performing or contributing to the performance of the whole or any part of this Contract contain provisions that:
 - (a) allow the Supplier to terminate the Sub-Contract if the Subcontractor fails to comply with its obligations in respect of environmental, social, equality or employment Law;
 - (b) require the Supplier to pay all Subcontractors in full, within 30 days of receiving a valid, undisputed invoice; and
 - (c) allow the Buyer to publish the details of the late payment or non-payment if this 30-day limit is exceeded.
- 25.6 At the Buyer's request, the Supplier must terminate any Sub-Contracts in any of the following events:
 - (a) there is a change of control within the meaning of Section 450 of the Corporation Tax Act 2010 of a Subcontractor which isn't pre-approved by the Buyer in writing;
 - (b) the acts or omissions of the Subcontractor have caused or materially contributed to a right of termination under Clause 11.4;
 - (c) a Subcontractor or its Affiliates embarrasses or brings into disrepute or diminishes the public trust in the Buyer;
 - (d) the Subcontractor fails to comply with its obligations in respect of environmental, social, equality or employment Law; and/or
 - (e) the Buyer has found grounds to exclude the Subcontractor in accordance with Regulation 57 of the Regulations.

- 25.7 The Supplier is responsible for all acts and omissions of its Subcontractors and those employed or engaged by them as if they were its own.

26. Changing the contract

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

27. How to communicate about the contract

- 27.1 All notices under the Contract must be in writing and are considered effective on the Working Day of Delivery as long as they're delivered before 5:00pm on a Working Day. Otherwise the notice is effective on the next Working Day. An email is effective at 9am on the first Working Day after sending unless an error message is received.
- 27.2 Notices to the Buyer or Supplier must be sent to their address or email address in the Order Form.
- 27.3 This clause does not apply to the service of legal proceedings or any documents in any legal action, arbitration or dispute resolution.

28. Dealing with claims

- 28.1 If the Buyer becomes aware of any Claim, the Buyer must:
- (a) notify the Supplier as soon as reasonably practical becoming aware of a Claim;
 - (b) at the Supplier's cost, allow the Supplier to conduct all negotiations and proceedings to do with a Claim;
 - (c) at the Supplier's cost, give the Supplier reasonable assistance with the Claim if requested; and
 - (d) not make admissions about the Claim without the prior written consent of the Supplier which cannot be unreasonably withheld or delayed.
- 28.2 The Supplier must:
- (a) consider and defend the Claim diligently and in a way that does not damage the Buyer's reputation; and
 - (b) not settle or compromise any Claim without the Buyer's prior written consent which it must not unreasonably withhold or delay.

29. Preventing fraud, bribery and corruption

- 29.1 The Supplier shall not:
- (a) commit any criminal offence referred to in 57(1) and 57(2) of the Regulations; or
 - (b) offer, give, or agree to give anything, to any person (whether working for or engaged by the Buyer or any other public body) an inducement or reward for doing, refraining from doing, or for having done or refrained from doing, any act in relation to the obtaining or execution of the Contract or any other public function or for showing or refraining from showing favour or disfavour to any person in relation to the Contract or any other public function.
- 29.2 The Supplier shall take all reasonable endeavours (including creating, maintaining and enforcing adequate policies, procedures and records), in accordance with Good Industry Practice, to prevent any matters referred to in clause 29.1 and any fraud by the Supplier Staff and the Supplier (including its shareholders, members and directors) in connection with the Contract and shall notify the Buyer immediately if it has reason to suspect that any such matters have occurred or is occurring or is likely to occur.

- 29.3 If the Supplier notifies the Buyer as required by clause 29.2, the Supplier must respond promptly to their further enquiries, co-operate with any investigation and allow the Audit of any books, records and relevant documentation.
- 29.4 If the Supplier or the Supplier Staff engages in conduct prohibited by clause 29.1 or commits fraud in relation to the Contract or any other contract with the Crown (including the Buyer) the Buyer may:
- (a) require the Supplier to remove any Supplier Staff from providing the Deliverables if their acts or omissions have caused the default; and
 - (b) immediately terminate the Contract.

30. Equality, diversity and human rights

- 30.1 The Supplier must follow all applicable employment and equality Law when they perform their obligations under the Contract, including:
- (a) protections against discrimination on the grounds of race, sex, gender reassignment, religion or belief, disability, sexual orientation, pregnancy, maternity, age or otherwise; and
 - (b) any other requirements and instructions which the Buyer reasonably imposes related to equality Law.
- 30.2 The Supplier must use all reasonable endeavours, and inform the Buyer of the steps taken, to prevent anything that is considered to be unlawful discrimination by any court or tribunal, or the Equality and Human Rights Commission (or any successor organisation) when working on the Contract.

31. Health and safety

- 31.1 The Supplier must perform its obligations meeting the requirements of:
- (a) all applicable Law regarding health and safety; and
 - (b) the Buyer's current health and safety policy while at the Buyer's premises, as provided to the Supplier.
- 31.2 The Supplier and the Buyer must as soon as possible notify the other of any health and safety incidents or material hazards they're aware of at the Buyer premises that relate to the performance of the Contract.

32. Environment and sustainability

- 32.1 In performing its obligations under the Contract, the Supplier shall, to the reasonable satisfaction of the Buyer:
- (a) meet, in all material respects, the requirements of all applicable Laws regarding the environment; and
 - (b) comply with its obligations under the Buyer's current environmental policy, which the Buyer must provide.
- 32.2 The Supplier must ensure that Supplier Staff are aware of the Buyer's environmental policy.

33. Tax

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

- 33.2 Where the Supplier or any Supplier Staff are liable to be taxed or to pay National Insurance contributions in the UK relating to payment received under the Contract, the Supplier must both:
- (a) comply with the Income Tax (Earnings and Pensions) Act 2003 and all other statutes and regulations relating to income tax, the Social Security Contributions and Benefits Act 1992 (including IR35) and National Insurance contributions; and
 - (b) indemnify the Buyer against any Income Tax, National Insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made during or after the Term in connection with the provision of the Deliverables by the Supplier or any of the Supplier Staff.
- 33.3 If any of the Supplier Staff are Workers who receive payment relating to the Deliverables, then the Supplier must ensure that its contract with the Worker contains requirements that:
- (a) the Buyer may, at any time during the term of the Contract, request that the Worker provides information which demonstrates they comply with clause 33.2, or why those requirements do not apply, the Buyer can specify the information the Worker must provide and the deadline for responding;
 - (b) the Worker's contract may be terminated at the Buyer's request if the Worker fails to provide the information requested by the Buyer within the time specified by the Buyer;
 - (c) the Worker's contract may be terminated at the Buyer's request if the Worker provides information which the Buyer considers isn't good enough to demonstrate how it complies with clause 33.2 or confirms that the Worker is not complying with those requirements; and
 - (d) the Buyer may supply any information they receive from the Worker to HMRC for revenue collection and management.

34. Conflict of interest

- 34.1 The Supplier must take action to ensure that neither the Supplier nor the Supplier Staff are placed in the position of an actual, potential or perceived Conflict of Interest.
- 34.2 The Supplier must promptly notify and provide details to the Buyer if an actual, potential or perceived Conflict of Interest happens or is expected to happen.
- 34.3 The Buyer will consider whether there are any appropriate measures that can be put in place to remedy an actual, perceived or potential Conflict of Interest. If, in the reasonable opinion of the Buyer, such measures do not or will not resolve an actual or potential conflict of interest, the Buyer may terminate the Contract immediately by giving notice in writing to the Supplier where there is or may be an actual or potential Conflict of Interest and clauses 11.5(a)(ii) to 11.5(a)(viii) shall apply.

35. Reporting a breach of the contract

- 35.1 As soon as it is aware of it the Supplier and Supplier Staff must report to the Buyer any actual or suspected breach of Law, clause 13.1, or clauses 28 to 34.
- 35.2 The Supplier must not retaliate against any of the Supplier Staff who in good faith reports a breach listed in clause 35.1 to the Buyer or a Prescribed Person.

36. Further Assurances

Each Party will, at the request and cost of the other Party, do all things which may be reasonably necessary to give effect to the meaning of this Contract.

37. Resolving disputes

- 37.1 If there is a dispute between the Parties, their senior representatives who have authority to settle the dispute will, within 28 days of a written request from the other Party, meet in good faith to resolve the dispute by commercial negotiation.
- 37.2 If the dispute is not resolved at that meeting, the Parties can attempt to settle it by mediation using the Centre for Effective Dispute Resolution ("CEDR") Model Mediation Procedure current at the time of the dispute. If the Parties cannot agree on a mediator, the mediator will be nominated by CEDR. If either Party does not wish to use, or continue to use mediation, or mediation does not resolve the dispute, the dispute must be resolved using clauses 37.3 to 37.5.
- 37.3 Unless the Buyer refers the dispute to arbitration using clause 37.4, the Parties irrevocably agree that the courts of England and Wales have the exclusive jurisdiction to:
- (a) determine the dispute;
 - (b) grant interim remedies; and
 - (c) grant any other provisional or protective relief.
- 37.4 The Supplier agrees that the Buyer has the exclusive right to refer any dispute to be finally resolved by arbitration under the London Court of International Arbitration Rules current at the time of the dispute. There will be only one arbitrator. The seat or legal place of the arbitration will be London and the proceedings will be in English.
- 37.5 The Buyer has the right to refer a dispute to arbitration even if the Supplier has started or has attempted to start court proceedings under clause 37.3, unless the Buyer has agreed to the court proceedings or participated in them. Even if court proceedings have started, the Parties must do everything necessary to ensure that the court proceedings are stayed in favour of any arbitration proceedings if they are started under clause 37.4.
- 37.6 The Supplier cannot suspend the performance of the Contract during any dispute.

38. Which law applies

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