



Cabinet Office

**REDACTED TEXT under FOIA Section 40, Personal Information**

Cabinet Office  
1 Horse Guards Road  
London SW1A 2HQ

**REDACTED TEXT under FOIA Section 40, Personal Information**

University of Southampton  
for the James Lind Alliance  
National Institute for Health and Care Research  
School of Healthcare Enterprise and Innovation  
Alpha House, Enterprise Road  
Southampton  
SO16 7NS

Date: 9 September 2022

Your Reference: JLA

Our Reference: OVA01/22

Attention: [REDACTED]

By email to: [REDACTED]

And [REDACTED]

**REDACTED TEXT under FOIA Section 40, Personal Information**

Dear Sirs,

Reference: Veterans' Health Innovation Fund Award to James Lind Alliance

Following recent discussions for the Veterans Health Innovation Fund Grant to The James Lind Alliance (JLA), we are pleased to confirm our intention to award this Contract to you.

The attached Contract details ("Order Form"), Contract conditions and the Annexes set out the terms of the Contract between the Cabinet Office and the University of Southampton for the provision of the Deliverables set out in the Order Form.

We thank you for your cooperation to date, and look forward to forging a successful working relationship resulting in a smooth and successful delivery of the Deliverables. Please confirm your acceptance of the Conditions by signing and returning the Order Form to **REDACTED TEXT under FOIA Section 40, Personal Information**

at the above email address within two [2] working days from the date of this Order Form. No other form of acknowledgement will be accepted. Please remember to include the reference number above in any future communications relating to this Contract.

We will then arrange for the Order Form to be countersigned which will create a binding Contract between both Parties.

Yours sincerely,

A large black rectangular redaction box covering the signature of the sender.

 **REDACTED TEXT under FOIA Section 40, Personal Information**

## Order Form

<b>1. Contract Reference</b>	OVA01/22	
<b>2. Date</b>	9 September 2022	
<b>3. Buyer</b>	Office for Veterans' Affairs 1 Horse Guards Road London SW1A 2HQ	
<b>4. Supplier</b>	University of Southampton For The James Lind Alliance National Institute for Health and Care Research School of Healthcare Enterprise and Innovation Alpha House, Enterprise Road Southampton SO16 7NS	
<b>5. The Contract</b>	<p>The Supplier shall supply the Deliverables described below on the terms set out in this Order Form and the attached Contract conditions ("<b>Conditions</b>") and any <b>Annexes</b>.</p> <p>Unless the context otherwise requires, capitalised expressions used in this Order Form have the same meanings as in Conditions.</p> <p>In the event of any conflict between this Order Form and the Conditions, this Order Form shall prevail.</p> <p>Please do not attach any Supplier Terms and Conditions to this Order Form as they will not be accepted by the Buyer and may delay the conclusion of the Contract.</p>	
<b>6. Deliverables</b>	<b>Goods</b>	None

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	<b>Services</b>	The specification of the Deliverables is as set out below in the University of Southampton proposal for a Priority Setting Partnership in Veterans' Health in association with The James Lind Alliance at Annex 3.
<b>7. Specification</b>	The Specification of the Deliverables is at Annex 3 and Statement of Requirements is as set out in Annex 2.	
<b>8. Term</b>	<p>The Term shall commence in September 2022 and the Expiry Date shall be 31 March 2023, unless it is otherwise extended or terminated in accordance with the terms and conditions of the Contract.</p> <p>The Buyer may extend the Contract for a period of up to 6 months by giving not less than 10 Working Days' notice in writing to the Supplier prior to the Expiry Date. The Terms and conditions of the Contract shall apply throughout any such extended period.</p>	

<b>9. Charges</b>	The Charges for the Deliverables shall be as set out in Annex 3.
<b>10. Payment</b>	<p>All invoices must be sent, quoting a valid Purchase Order (PO) Number, to [REDACTED] <b>REDACTED TEXT under FOIA Section 43, Commercial Interests</b></p> <p>which is based at:</p> <hr/> <p>PO Box 405 SSCL Phoenix House Celtic Springs Business Park Newport NP10 8FZ.</p> <p>Within 10 Working Days of receipt of your countersigned copy of this letter, we will send you a unique PO Number. You must be in receipt of a valid PO Number before submitting an invoice.</p> <p>To avoid delay in payment it is important that the invoice is compliant and that it includes a valid PO Number, PO Number item number (if applicable) and the details (name and telephone number) of your Buyer contact (i.e., Contract Manager). Non-compliant invoices will be sent back to you, which may lead to a delay in payment.</p> <p>If you have a query regarding an outstanding payment, please contact our Accounts Payable section by email at:</p> <p><b>REDACTED TEXT under FOIA Section 40, Personal Information</b></p> <hr/> <p>Working hours are between 09:00-17:00 Monday to Friday.</p>

<b>11. Buyer Authorised Representative(s)</b>	<p>For general liaison your contact will continue to be [REDACTED], Deputy Head of Policy, Office for Veterans' Affairs</p> <p>Email: [REDACTED]</p> <p>or, in their absence, [REDACTED], Policy Advisor</p> <p>T: [Redacted]   E: [Redacted]</p> <p><b>REDACTED TEXT under FOIA Section 40, Personal Information</b></p>				
<b>12. Address for notices</b>	<table> <tr> <td>Buyer:</td><td>Supplier:</td></tr> <tr> <td>    </td><td>    </td></tr> </table>	Buyer:	Supplier:	    	    
Buyer:	Supplier:				

	<p>Cabinet Office 1 Horse Guards Road London SW1A 2HQ</p> <p>Attention: [REDACTED], <b>REDACTED TEXT under FOIA Section 40 Personal Information</b></p> <p>Head of Commercial</p> <p>Email: [REDACTED]<b>REDACTED TEXT under FOIA Section 40 Personal Information</b></p>	<p>University of Southampton for The James Lind Alliance National Institute for Health and Care Research, School of Healthcare Enterprise and Innovation Alpha House, Enterprise Road Southampton SO16 7NS</p> <p>Attention: [REDACTED]<b>REDACTED TEXT under FOIA Section 40 Personal Information</b></p> <p>Email: [REDACTED]<b>REDACTED TEXT under FOIA Section 40 Personal Information</b></p>
<p><b>13. Key Personnel</b></p>	<p>Buyer:</p> <p>Office for Veterans' Affairs 1 Horse Guards Road, London, SW1A 2HQ</p> <p>Attention: [REDACTED] <b>REDACTED TEXT under FOIA Section 40 Personal Information</b></p> <p>Email: [REDACTED] [REDACTED] <b>REDACTED TEXT under FOIA Section 40 Personal Information</b></p>	<p>Supplier:</p> <p>University of Southampton for James Lind Alliance  National Institute for Health and Care Research, School of Healthcare Enterprise and Innovation Alpha House, Enterprise Road Southampton SO16 7NS</p> <p>Attention: Caroline Whiting and [REDACTED]</p> <p>Email: [REDACTED] [REDACTED]<b>REDACTED TEXT under FOIA Section 40 Personal Information</b></p>

## Short Form Contract

<b>14. Procedures and Policies</b>	<p>For the purposes of the Contract the data protection requirements are found in Schedule 1.</p> <p>The Buyer may require the Supplier to ensure that any person employed in the delivery of the Deliverables has undertaken a Disclosure and Barring Service (DBS) check.</p> <p>The Supplier shall ensure that no person who discloses that he/she has a conviction that is relevant to the nature of the Contract, relevant to the work of the Buyer, or is of a type otherwise advised by the Buyer (each such conviction a "<b>Relevant Conviction</b>"), or is found by the Supplier to have a Relevant Conviction (whether as a result of a police check, a Disclosure and</p>
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## Short Form Contract

	Barring Service check or otherwise) is employed or engaged in the provision of any part of the Deliverables.
<b>15. Insurance</b>	<p>The insurance(s) required will be:</p> <ul style="list-style-type: none"> <li>• a minimum insurance period of 6 years following the expiration or Ending of this Call-Off Contract.</li> <li>• Public, Employers, Professional, Cyber indemnity insurance cover to be held by the Supplier and by any agent, Subcontractor or consultant involved in the supply of the Services.</li> <li>• Professional indemnity insurance cover will have a minimum limit of indemnity of £1,000,000 for each individual claim or any higher limit the Buyer requires (and as required by Law).</li> <li>• Employers' liability insurance with a minimum limit of £5,000,000 or any higher minimum limit required by Law.</li> </ul> <p>Additional insurance cover in place should include Cyber Liability of indemnity limit of up to £1,000,000.</p>
Signed for and on behalf of the <b>Supplier</b>	Signed for and on behalf of the <b>Buyer</b>
<p>Name:</p> <p>██████████ <b>REDACTED TEXT under FOIA Section 40 Personal Information</b></p> <p>Senior Finance Manager</p>	<p>Name:</p> <p>██████████ <b>REDACTED TEXT under FOIA Section 40 Personal Information</b></p> <p>Head of Commercial</p>
<p>Date:</p> <p>12th September 2022</p>	<p>Date:</p> <p>12th September 2022</p>
<p>Signature:</p> <p><b>REDACTED TEXT under FOIA Section 40 Personal Information</b></p>	<p>Signature:</p> <p><b>REDACTED TEXT under FOIA Section 40 Personal Information</b></p>

## Annex 1 of Schedule 1– Authorised Processing Template

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



- 1.1 The contact details of the Buyer's Data Protection Officer are: [REDACTED]  
[REDACTED] REDACTED TEXT under FOIA Section 40 Personal Information
- 1.2 The contact details of the Supplier's Data Protection Officer are: Legal Services  
[REDACTED] REDACTED TEXT under FOIA Section 40 Personal Information

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

- 1.3 Any such further instructions shall be incorporated into this Annex.

<b>Contract:</b>	<b>Veterans' Health Innovation Fund Award to James Lind Alliance (JLA)</b>
<b>Date:</b>	<b>9 September 2022</b>
<b>Description of Authorised Processing</b>	<b>Details</b>
Identity of the Controller and Processor	The Parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the Controller and the Contractor is the Processor.
Duration of the processing	From start to completion of the Contract
Nature and purposes of the processing	The specification of the Deliverables is as set out below in the University of Southampton proposal for a Priority Setting Partnership in Veterans' Health in association with The James Lind Alliance at Annex 3.
Type of Personal Data	Stakeholder contact information such as names, email addresses etc. Witness statements and documentations, including email correspondences Perceptions and opinions of individuals Line Management data People process data including performance, termination of loan etc.
Categories of Data Subject	Staff, members of the public, clinicians
Plan for return and destruction of the data once the Processing is complete	The University of Southampton will destroy all data in line with an agreed schedule with Office for Veterans' Affairs

## **ANNEX 2**

### **STATEMENT OF REQUIREMENTS**

#### **FOR**

### **VETERANS' HEALTH INNOVATION FUND TO JAMES LIND ALLIANCE - UNIVERSITY OF SOUTHAMPTON**

**CONTRACT REFERENCE: OVA01/22**

**OFFICE FOR VETERANS'S AFFAIRS (OVA)**

**REPORTING TO THE CABINET OFFICE  
AND HM TREASURY (HMT)**

#### **CONTENTS**

1.	PURPOSE	2
2.	BACKGROUND TO THE CONTRACTING AUTHORITY	2
3.	BACKGROUND TO REQUIREMENT/OVERVIEW OF REQUIREMENT	2
4.	DEFINITIONS	2
5.	SCOPE OF REQUIREMENT	2
6.	THE REQUIREMENT	2
7.	KEY MILESTONES AND DELIVERABLES	3
8.	MANAGEMENT INFORMATION/REPORTING	3
9.	VOLUMES	3
10.	CONTINUOUS IMPROVEMENT	3
11.	SUSTAINABILITY	3
12.	QUALITY	4
13.	PRICE	4
14.	STAFF AND CUSTOMER SERVICE	4

15.	SERVICE LEVELS AND PERFORMANCE	4
16.	SECURITY AND CONFIDENTIALITY REQUIREMENTS	5
17.	PAYMENT AND INVOICING	5
18.	CONTRACT MANAGEMENT	5
19.	LOCATION	5

## **1. PURPOSE**

- 1.1** The OVA is looking to provide funding to the James Lind Alliance (JLA) who will conduct a Priority Setting Partnership (PSP) and produce a report that explores the greatest needs of the veteran cohort when it comes to their health. The funding for this project comes from the HMT funded Veterans' Health Innovation Fund. This fund is being managed by the Office for Veterans' Affairs (OVA).

## **2. BACKGROUND TO THE CONTRACTING AUTHORITY**

- 2.1** The OVA was established in 2019. It is part of the Cabinet Office, and works across government and with private sector organisations, charities and other public sector organisations to support and deliver services to veterans.
- 2.2** In 2021 HMT provided the OVA with £5 Million for FY 2022-23 to provide funding for innovative projects that will improve healthcare to Veterans in the UK. One of the projects that will receive funding is the PSP, carried out by the James Lind Alliance.

## **3. BACKGROUND TO REQUIREMENT/OVERVIEW OF REQUIREMENT**

- 3.1** Veterans' health needs are unique. Many have suffered serious injuries e.g. losing limbs during conflict, long-term pain from physical exertion and PTSD. The UK has world-leading institutions and experts who specialise in veterans health, and over the past few years we have made significant strides in a range of areas to improve treatments and interventions. However, there are still a lot of unknowns about how to treat sick veterans.
- 3.2** Government, academia and charities currently do not have an understanding of the key research needs on veterans health. This is because veterans health requirements are so wide-ranging, i.e. some veterans have complex physical issues linked to losing limbs, others suffer with musculoskeletal pain, and some have mental health difficulties. As such, research on veterans' health happens in a sporadic way that may not lead to the development of solutions to improve veterans' quality of life.
- 3.3** The James Lind Alliance (JLA) identifies and prioritises unanswered questions or evidence uncertainties that they agree are the most important, so that health research funders are aware of the issues that matter most to the people who need to use the research in their everyday lives. They will:
- 3.3.1** bring veterans, their carers, and health and care providers together to identify research gaps and uncertainties, particularly areas of veterans' health that need further investment or research to develop new interventions and treatments.

3.3.2 agree by consensus with veterans, carers and clinicians a prioritised 'Top 10' list of those uncertainties

3.3.3 publicise the methods and results of the exercise

3.3.4 publicise and disseminate the results to researchers and research funders via a report that will be published online by March 2023 for the veteran sector to access.

3.4 JLA Priority Setting Partnerships (PSPs) have the potential to impact on people who participate in them, the organisations that coordinate them, on the public profile of the conditions they are focused on, and on the research that gets done.

## 4. DEFINITIONS

Expression or Acronym	Definition
OVA	Office for Veterans' Affairs
JLA	James Lind Alliance
PSP	Priority Setting Partnership

## 5. SCOPE OF REQUIREMENT

5.1 The scope of requirement is laid out fully in the project proposal. The supplier will develop exercise documents, organise the meetings of the steering committee, undertake communications that relate to programmes, develop the questionnaire to gather uncertainties and carry out all research via a series of steering groups to compile a 'Top 10' of the health needs of the veterans community and their families.

5.1.1 This steering committee will be assembled with the help of the OVA

5.1.2 The JLA will set up, chair and record the meetings.

## 6. THE REQUIREMENT

6.1 The specification of the Contract Deliverables are at Annex A as set out below in the University of Southampton proposal for a Priority Setting Partnership in Veterans' Health in association with The James Lind Alliance.

## 7. KEY MILESTONES AND DELIVERABLES

7.1 The following Contract milestones/deliverables shall apply:

Milestone/Deliverable	Description	Timeframe or Delivery Date
-----------------------	-------------	----------------------------

1	Initial set-up meeting with Steering Group: Protocol, scope and Terms of Reference agreed	Early September (5 <sup>th</sup> – 7 <sup>th</sup> ) 2022
2	Development and sign-off of questionnaire and publicity materials. Pilot of questionnaire	Mid-September – mid-October 2022
3	Launch survey and communication activity	Mid-October 2022
4	Survey promotion by JLA coordinating team/Steering Group. Survey closes mid-November	Mid-October – Mid-November 2022
5	Data processing and evidence checking	Mid-November – end December 2022
6	Creation and agreement of indicative questions	December 2022 – end January 2023
7	Development of interim prioritisation survey by JLA with input from Steering Group	December 2022 – end January 2023
8	Interim Prioritisation survey open. Survey closes Mid-March. Provision of interim prioritised list of questions to Steering Group by JLA. Agreement of workshop questions	Mid-February – mid-March 2023
9	Final workshop preparation	January - March 2023
10	Final workshop w/c 27 <sup>th</sup> March 2023	March 2023
11	Reporting/dissemination	March 2023 onwards

## 8. MANAGEMENT INFORMATION/REPORTING

8.1 The supplier is aware of the usual best practice for information management and this project will be monitored by a member of the OVA to ensure that it is running to time and budget

## 9. VOLUMES

9.1 This work does not directly relate to any previous volume of work

## 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 new ways of working to the Authority during regular Contract review meetings.

**10.3** Changes to the way in which the Services are to be delivered must be brought to the Authority's attention and agreed prior to any changes being implemented.

## **11. SUSTAINABILITY**

**11.1** There are no additional specific sustainability considerations over and above the industry standard commitments exhibited by potential suppliers in this field.

## **12. QUALITY**

**12.1** There are no additional qualities or accreditations required for contractual outputs over and above the usual high standard of commercial legal expertise.

## **13. PRICE**

**13.1** The price for the delivery of the PSP is [REDACTED] **REDACTED TEXT Under FOIA Commercial Interests** (excluding VAT).

**13.2** There is scope for extra costs to be added, but these will be discussed with the JLA as we progress.

**13.3** Prices are to be submitted via the e-Sourcing Suite Attachment 4 – Price Schedule excluding VAT and including all other expenses relating to Contract delivery.

## **14. STAFF AND CUSTOMER SERVICE**

**14.1** The Supplier shall provide a sufficient level of resource throughout the duration of the Contract in order to consistently deliver a quality service.

**14.2** The Supplier's staff assigned to the Contract shall have the relevant qualifications and experience to deliver the Contract to the required standard.

**14.3** The Supplier shall ensure that staff understand the Authority's vision and objectives and will provide excellent customer service to the Authority throughout the duration of the Contract.

## **15. SERVICE LEVELS AND PERFORMANCE**

**15.1** The Authority will measure the quality of the Supplier's delivery by:

15.1.1 Regular scheduled meetings between both Parties.

15.1.2 This project will be managed and monitored by a member of the OVA team to ensure that it is running to time and budget

15.1.3 See Paragraph 7 above. Key Milestones and Deliverables.

**15.2** There are no mechanisms to incentivise delivery and/or compensate for poor Supplier performance such as service credits.

- 15.3 There is no specific exit strategy to be applied other than the standard poor supplier performance consequences which both parties are fully aware of.

## **16. SECURITY AND CONFIDENTIALITY REQUIREMENTS**

- 16.1 There are no additional extra confidentiality/security restrictions or vetting required as part of this Contract.

## **17. PAYMENT AND INVOICING**

- 17.1 During the Contract period there will be regular reviews of fees and it is expected that only one, total invoice will be issued when the contract is complete.
- 17.2 Payment can only be made following satisfactory delivery of pre-agreed certified products and deliverables.
- 17.3 17.3 Before payment can be considered, each invoice must include a detailed elemental breakdown of work completed and the associated costs.
- 17.4 Invoices should be submitted to: OVA, 1 Horse Guards Road, London, SW1A 2HQ

## **18. CONTRACT MANAGEMENT**

- 18.1 Attendance at Contract Review meetings shall be at the Supplier's own expense.

## **19. LOCATION**

**19.1** The location of the Services will be carried out at the Suppliers' choice



## Annex 3 – Specification



### ANNEX A

#### **Proposal for a Priority Setting Partnership in Veterans' Health in association with the James Lind Alliance**

##### **Background**

This is a proposal to support a James Lind Alliance (JLA) Priority Setting Partnership (PSP) in Veterans' Health. Initiated by the Office for Veterans' Affairs, with the agreement of Cabinet Office Ministers, the PSP will work with the veterans' health community to identify and prioritise research questions which, if funded by the Veterans' Health Innovation Fund, would improve quality of life for veterans and their families. The output of the exercise will be a Top 10 list of priority areas for research.

The JLA is a non-profit making initiative established in 2004. It brings patients, carers and clinicians together in PSPs to identify and prioritise the Top 10 uncertainties, or unanswered questions, which they agree are the most important. The aim is to ensure that research funders are aware of the issues that matter most to patients and clinicians. The coordination of the JLA is funded by the National Institute for Health and Care Research (NIHR) and the JLA is hosted by the School for Healthcare Enterprise and Innovation at the University of Southampton.

JLA PSPs are characterised by following the method as set out in the JLA Guidebook and are facilitated by one of a small team of JLA Advisers.

In line with the principles of JLA PSPs, this exercise will:

- bring veterans, their carers, and health and care providers together to identify research uncertainties within the scope of the research funding available from the Veterans' Health Innovation Fund. In this document when we refer to 'carers' of veterans we include families and other informal carers.
- agree by consensus a prioritised 'Top 10' list of those uncertainties, for research
- publicise the methods and results of the exercise
- publicise and disseminate the results to researchers and research funders, independently of the JLA, in addition to using them to inform use of the Veterans' Health Innovation Fund.

Advocates of and individuals from the following groups would take part in the priority setting exercise:

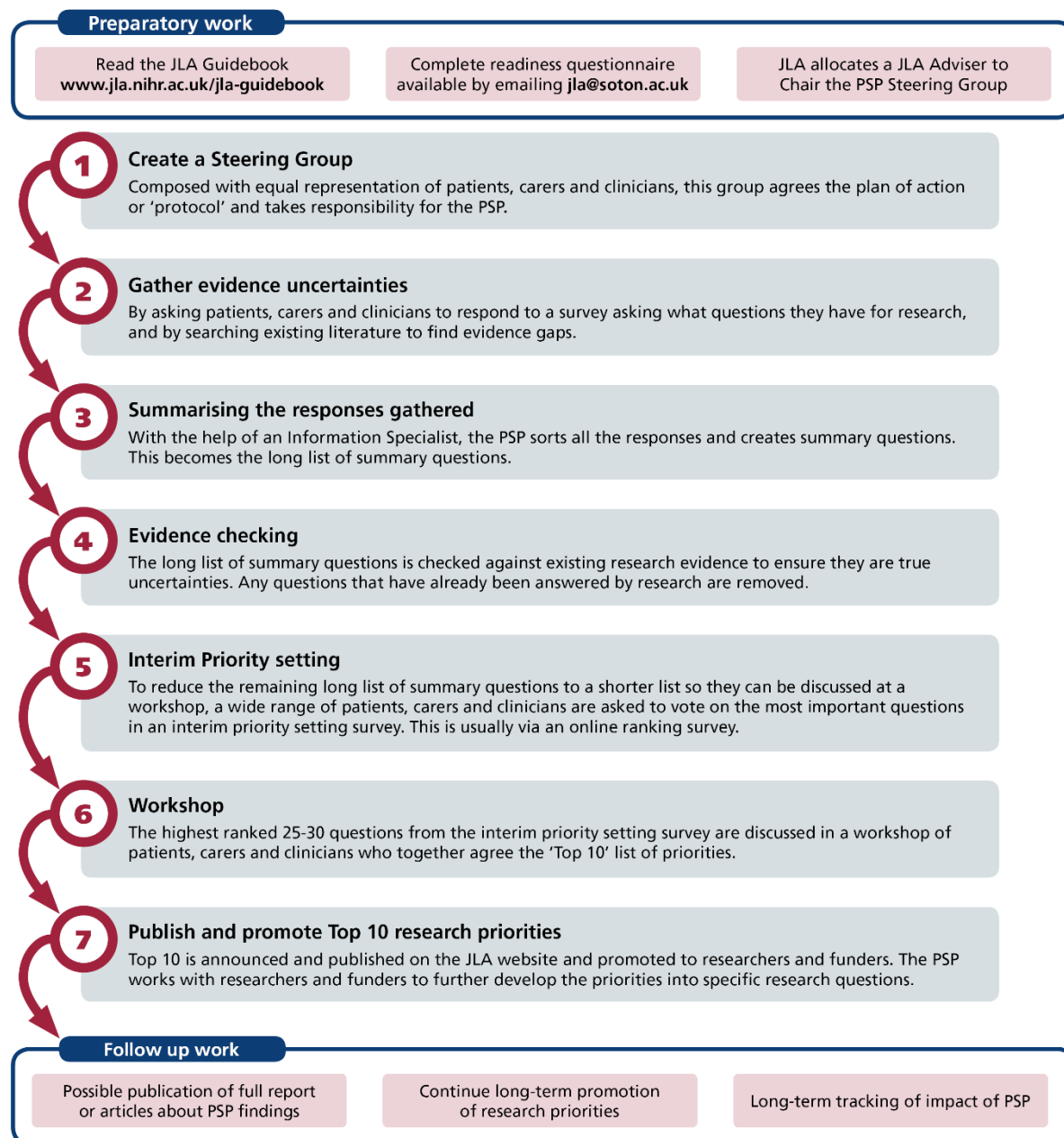
- Injured veterans, with physical or mental health challenges
- Carers and families of injured veterans
- Professionals involved in treating, supporting and caring for veterans and their families.

We will adapt the JLA priority setting method to the context of veterans' health, however, we will maintain the following integral features of a JLA PSP:

- the principle of inclusivity, with all participants working together as equal partners
- exclusion of groups or organisations that have significant competing interests, for example pharmaceutical companies
- methodological transparency
- the declaration of interests

- a commitment to using and contributing to the existing evidence base.

A typical PSP takes around 12-18 months from start to completion. We are aware, however, of your need to deliver the priorities by the end of March 2023 and will work with you to develop an exercise to work to this timescale, having regard to the need for high quality outputs to inform the development of the important research questions. We have set out the proposed methodology in an illustrative flow chart below.



### Initial set-up meeting

We would recommend an initial set-up meeting with you as early as possible where we would agree ways of working, communication methods and a high-level timetable for the work. We would ensure that all involved agree with the planned steps in the process, as well as providing the opportunity to respond to any questions that you may have. It will be important to ensure that we have clear agreement over roles and responsibilities in the process to ensure the work is delivered on time and to the highest standards. A key consideration will be how the

PSP will work in terms of the balance of face-to-face working or online, and whether the final priority setting workshop will be conducted online or face-to-face.

## **Roles and responsibilities**

### **JLA support and involvement in this project:**

At the initial set-up meeting, roles and responsibilities for the work need to be agreed. We have assumed that there are two main elements to the work we would provide for you:

- day-to-day project management and administrative support provided by the JLA coordinating team ●
- JLA Adviser support for the PSP.

### **Day-to-day administration and project management**

Working closely with you, we would provide day-to-day project administration and coordination of the priority setting exercise (e.g., organising Steering Group meetings, writing action notes, managing communications with partners). We have assumed we would undertake communication activity including preparation of website information, running a Twitter feed and designing and communicating the survey.

### **JLA Adviser support**

A JLA Adviser will support the PSP throughout the life of the work. This will be mainly in the form of providing advice and guidance to ensure the JLA principles are upheld and that the JLA method is used and adapted appropriately. Acting as a neutral facilitator they ensure the process is followed in a fair and transparent way. It will be their role to ensure equal input from the perspectives of all those involved in the exercise and that consensus is achieved as fairly as possible. The JLA Adviser will chair the Steering Group meetings.

### **Your role and responsibilities in the project:**

For the exercise to be effective and successful, there are a number of activities for you to fulfil. These are described below.

### **The PSP lead**

We assume that you will identify an individual to lead this project with overall responsibility for successful delivery. Successful PSPs require good leadership and a considerable time commitment from that individual. The PSP lead needs to demonstrate commitment to the process, drive the PSP forward to completion and be able to generate wider stakeholder engagement across the sector. The PSP lead will work closely with the JLA Adviser and the JLA team coordinating the work. It is important that the PSP lead can engage and collaborate effectively with the Steering Group and all stakeholders involved. We assume this individual will be from the Office for Veterans' Affairs.

### **Information Specialist**

A key technical role in a priority setting exercise is that of the Information Specialist, who will analyse the survey responses, search for relevant existing evidence, and formulate potential research questions. All of this forms a key quality assurance element of the PSP process. Although we will provide advice in terms of JLA method, the responsibility of this work lies with the Steering Group and technical expertise may need to be bought in to review and analyse the data collected, review existing research, and formulate potential research questions.

We have provided an estimate of the number of days and the cost for this individual, but we would look to you and the Steering Group to identify the most appropriate individual, ideally with subject expertise to fulfil this role. Alternatively, the JLA works with individuals who have performed this Information Specialist role for a number of PSPs and could identify someone for you to contract with.

## **The PSP Steering Group**

We would also seek your input in identifying appropriate Steering Group members. The Steering Group helps coordinate the PSP and organise its activities. It must include representatives of veterans, carers and health and care professionals. Members will bring with them knowledge of the subject area, an understanding of the populations and access to networks of veterans, carers and health and care practitioners involved in working with them. Members will need to be fully engaged in the process and have the time to carry out the work involved and have the commitment to contribute to ensure that each stage of the process is completed. These stages include:

- publicising the initiative to potential partners
- publicising and participating in any initial awareness meeting
- participating in monthly Steering Group meetings
- developing and distributing information and forms to gather uncertainties
- checking uncertainties against existing systematic reviews
- agreeing interim priority setting method
- reviewing and aggregating interim prioritised uncertainties
- publicising and participating in the final priority setting exercise
- developing research questions from the agreed priorities and working with research funders where necessary to provide any extra information they need.

We would recommend around 10–12 members for the Steering Group. It is usual for the Steering Group to meet either virtually or face-to-face monthly to keep momentum around the PSP and to maintain their relationship as a team. Steering Group members should be prepared to approach and utilise their established contacts and networks. They will be individuals who are able to listen to, respect and incorporate into the process different perspectives. They will be committed to the principle of shared priority setting as well as the values of fairness and transparency. We would act as the main contact and liaison point with Steering Group members. We would send out initial invitations, and where necessary discuss the process with them.

Professional Steering Group members are reimbursed for their travel expenses but not for their time spent in meetings. It is recommended that public contributors to the Steering Group are reimbursed for both their travel expenses and their time. The NIHR Centre for Engagement and Dissemination has some published guidelines for payment to public contributors here:

<https://www.nihr.ac.uk/documents/payment-guidance-for-researchers-and-professionals/27392> Our prices have assumed that there will be four public contributors involved in the Steering Group.

Once roles and responsibilities for the exercise have been established, the PSP can be initiated. We have broken down the process of the Priority Setting Partnership into stages which are detailed below.

### **Stage 1: Development of the exercise documentation**

The overall structure of the exercise will be set out in a protocol document describing the priority setting process and intentions. This provides clarity about the nature of the work to be undertaken and describes the underpinning principles to be observed by partners. We will work with you to draft initial documentation, in preparation for discussion and agreement at the first Steering Group meeting, these will include:

- Steering Group Terms of Reference
- Priority Setting Partnership protocol (containing your initial ideas about scope of the project, ready for input and agreement by the Steering Group)

- Declaration of Interests document - The JLA strives to maintain a culture of openness and transparency among partners, to encourage dialogue within partnerships. Steering Group members are asked to complete a short questionnaire to ensure the following:
- confirmation of shared goals and values
- up-to-date contact details and information on communication preferences • transparency about any potentially competing interests.

## **Stage 2: Organisation of meetings**

A typical priority setting exercise would convene monthly Steering Group meetings to ensure that the work proceeds to agreed timetables and ensure engagement and momentum of all Steering Group members is maintained. We would take responsibility for organising all Steering Group meetings, either face-to-face or virtually, writing up the meeting notes and actions and following up on any queries. A key meeting for any priority setting exercise is the initial Steering Group meeting and we have provided more details of this below.

### **Initial face-to-face meeting with Steering Group**

We would recommend that an initial face-to-face meeting of the Steering Group should last a minimum of half a day. This provides an opportunity for the group to build an effective working relationship. We would work with you to agree an agenda for the meeting. This would include: a presentation by us explaining the JLA and its methods and how these are to be applied to this exercise, making clear the aims of the process; and an explanation of roles and responsibilities and what will be required of the group (talking through the draft terms of reference, protocol, declaration of interests); and practical work required. At the meeting we would also recommend a discussion on the high-level timeline, the proposed stakeholders, and an initial discussion about the proposed survey to collect uncertainties. Key issues to be agreed with the Steering Group include the following:

### **Scope**

It is important to consider the scope of the proposed exercise at the initial Steering Group meeting. In typical PSPs, scope might be defined by the patient or service user population of interest or the breadth of the area or health setting to be prioritised and the unique issues which sit within it. A broad scope is likely to lead to more potential uncertainties. However this would mean higher resource requirement. In this exercise, the scope will need to reflect the scope of the Veterans' Health Research Fund.

**Establishing partners and collaboration between veterans/carers and health and care professionals** At the initial meeting the other areas for discussion would include how best we would work together to ensure collaboration between veterans, carers and health and care professionals, which is an essential component of the exercise. Steering Group members should support the compilation of lists of contacts and networks who can be approached about the partnership and would be willing to complete and disseminate the uncertainty gathering survey.

### **Outputs from the exercise**

To help shape how the work proceeds, it is helpful for the Steering Group to give some consideration early on as to the objectives for the outputs of the project. The main aim in this case is to identify priorities for the Veterans' Health Innovation Fund. As well as informing the use of this fund, are there other outcomes that you and the Steering Group would like to see from the Top 10? What are the other audiences for the results and how best will the findings be disseminated? Who are other research funders in the area? What might the Steering Group do with questions and information received in response to the survey that are outside the scope of this exercise?

We would discuss with you whether the first Steering Group and subsequent meetings are likely to take place online or in a face-to-face setting, but if the latter, the JLA team will undertake the following in relation to arrangements for the first Steering Group meeting:

- Agreement of suitable date with project leader and Steering Group members
- Venue search and agreement with project leader
- Catering arrangements
- Timely communication of arrangements for meeting and issue of pre-meeting documentation to Steering Group members
- Arrangement and communication of process for Steering Group members to claim meeting expenses where required.

### **Organisation of further Steering Group meetings**

In addition to the initial Steering Group meeting, it is likely that two or three more Steering Group meetings will be face-to-face. Remaining meetings will be conducted virtually. We will provide the following support for these:

- agreement of suitable dates with project leader and Steering Group members
- be the main point of contact with the Steering Group for arrangements for these meetings
- preparation of agendas in association with project leader and timely issue of meeting documentation
- taking meeting notes, agreeing these with project leader before issue
- following up on action points with Steering Group members
- venue search and agreement for the two face-to-face meetings
- virtual meeting arrangements and issue of meeting links to Steering Group members
- making arrangements for Steering Group members to claim face-to-face meeting expenses where required.

### **Stage 3: Communication activity**

Effective communication is key to ensuring people are both kept informed and able to participate fully. The JLA encourages everyone to work in a consultative and inclusive way. This ensures that everyone is able to contribute to decision-making. Steering Groups should be transparent about how decisions are made. It is also important that no one party or organisation is allowed to dominate the process, regardless of size or resource. Part of our advisory role is to ensure the process is fair and inclusive.

We will work with you and the Steering Group to develop a communications plan which will apply throughout the process and particularly at the launch of the exercise, launch of the survey and announcement of results. This helps to make the best use of websites, social media, announcements, press releases, events, and presentations. We encourage Steering Groups to consider how to reach the diverse range of respondents affected by the issue, e.g., those where an online survey may not be the most appropriate way of hearing their views, for example the PSP in Foot Health set out to collect uncertainties from the homeless population.

We recommend that website information for this exercise is developed. We would discuss with you (or the Steering Group) where best this could be developed and hosted, either added as additional pages to an existing relevant website or developed on the JLA website. We will work with you and the Steering Group to develop the online information needed. This includes a description of the project, a description of the Steering Group and

supporters, a link to the survey, relevant updates and documents, and contacts. It is a place where results can be announced and stored and future updates of what has happened to the priorities can be published.

We will also work with you to provide:

- regular tweets, up to daily during key fieldwork periods
- a database of contacts for the project
- updates on progress to partners/Steering Group/database of interested contacts throughout the process
- press releases at launch of project/survey/results if required (or work with the Cabinet Office media team to offer support with these)
- preparation and issue of communications to recruit partners/supporters for the project
- preparation of printed and electronic materials for Steering Group members and others to promote the project (to be agreed with you but examples may include a postcard, leaflet, or poster), standard copy for emails, standard copy for newsletters or external websites as required). Liaising with Steering Group about potential promotional opportunities. Any hard copy promotional materials agreed will be subject to a printing cost if provided by the JLA.
- optional attendance at conferences, meetings or events where suitable opportunities are identified by the Steering Group
- communicate the interim survey and provide electronic copy for Steering Group members and others to promote it.

#### **Stage 4: Questionnaire development to gather uncertainties**

The primary way to gather uncertainties would typically be through an online survey of veterans, carers and health and care professionals, which partners distribute to their members and other interested parties, but it would be for the Steering Group to decide whether other measures are needed to engage relevant stakeholders such as focus groups or other face-to-face discussions. Data gathering options outside of an online survey have not been included in our costs. It is important to ensure that:

- information and surveys are clearly written, in language accessible to all, regardless of how familiar they are with research or health terminology
- participation can take place electronically or by post (freepost if possible)
- responses are confidential.

The questionnaire will reflect the scope of the project. Questions are usually deliberately open-ended to encourage full responses about the experience of veterans, carers and health and care professionals. It is important that people who do not know about research feel comfortable contributing their ideas, so the JLA does not suggest asking people for 'research questions'.

Surveys usually also ask for additional information about the respondents such as age group, location and type of professional. While the survey is open, this information helps the Steering Group to monitor the range of respondent types and target their publicity towards any under-represented groups. Steering Groups should note that the collection of demographics is for this purpose only and will not be part of the later analysis of the data. The number of demographic questions asked should therefore be kept to a minimum as too many can be off-putting and would be inappropriate. We will draft an initial questionnaire for discussion with Steering Group.

Once the final questionnaire is agreed we will create the questionnaire on SurveyMonkey and arrange with Steering Group members to pilot the questionnaire with a small number of veterans, carers and health and care

professionals. Following feedback from the pilot we will amend the questionnaire in agreement with you and the Steering Group and make any necessary final changes on SurveyMonkey.

We will also create a hard copy version of the survey which can be requested by email or phone or downloaded from the website (postal costs are involved in this and the freepost return of the survey) for those who do not wish to complete it electronically. Printing costs dependant on quantity.

We will create a link to the survey from the project website at the agreed survey launch date and will work with you and the Steering Group to take action to promote the survey. This includes emails to identified partners, promotion on Twitter and a press release should this be desired.

### **Stage 5: Survey consultation period**

While the survey consultation is open, we will provide you with weekly updates on progress including a breakdown of the types of people responding to the survey. We will agree ways to target any under-represented groups with the Steering Group and take action to target these. Typical PSP surveys are open for around three months but in this instance the consultation period will be agreed with the Steering Group and must reflect the need to have agreed priorities by the end of March 2023. We will be responsible for ensuring any personal information is held securely in line with data protection requirements.

We will keep the level of responses under review, and where necessary consider with the Steering Group further options for gathering uncertainties.

### **Stage 6: Data processing and evidence checking**

As discussed above, we have assumed that the role of the Information Specialist who would undertake data processing and evidence checking would be an individual identified by you and/or the Steering Group. Alternatively, if required, the JLA knows individual contractors who have done this role in other PSPs. We have made an estimate of the costs for this role set out below, but this is only an estimate and may vary depending on the individual identified. In a typical JLA PSP the data processing and evidence checking work may take between 20 and 30 days. We have based the cost estimate on fewer days than this, bearing in mind the shortened consultation period. The time taken depends on the number of survey responses and the amount of evidence to be checked. We will provide an advisory role and support this work but we anticipate that the Information Specialist will be responsible for (though working closely with the Steering Group) the completion of the following tasks:

- creating, listing, and categorising questions from the initial PSP survey responses
- preparation of taxonomy
- allocation of uncertainties into taxonomy with guidance from the Steering Group
- structuring the submissions into appropriate question format e.g., PICO (Population, the Intervention, the Comparison and the Outcome)
- checking existing systematic reviews to identify which questions have already been answered and to find any other research recommendations
- checking for relevant ongoing studies
- preparing a long list of uncertainties for interim prioritisation, ensuring that they are understandable for the veterans, carers and health and care professionals who will be involved in this step and in the final workshop
  - preparing the questions for final prioritisation.



## **Development and agreement of indicative questions**

As outlined above a key task for the Information Specialist is to work closely with the Steering Group to develop a long list of uncertainties for interim prioritisation, ensuring that they are understandable for the veterans, carers and health and care professionals who will be involved in this step and in the final workshop. It is important that time is spent by the Steering Group on agreeing the precise wording of these questions to ensure they are clear, concise, lack ambiguity and would be suitable for the research and funder community (including administrators of the Veterans' Health Innovation Fund) to understand and be used appropriately. We recommend that a face-to-face meeting with the Steering Group is convened for this purpose and at this stage of the exercise.

## **Stage 7: Interim prioritisation**

The exercise to gather uncertainties for prioritisation may well yield a large amount of information. The most practical approach is to initially shortlist the uncertainties, using an interim priority setting exercise, and then to proceed to a final priority setting workshop. We will work with you and the Steering Group to agree the number of questions that we think is appropriate to send to people in a survey for this interim priority setting exercise.

Those asked to take part in the interim prioritisation exercise may include one or more of the following:

- partner organisations
- original survey participants if details have been collected for this purpose
- veterans, carers and health and care professionals – an open call akin to the original survey.

It is important that veterans, carers and health and care professionals and the groups representing them all participate. Interim priority setting can be conducted by email and/or post or online, depending on the communication preferences of the partner organisations and the capacity of the Steering Group.

We will work with you and the Steering Group to establish the most appropriate interim priority setting strategy for your audience. Typical PSPs issue online surveys asking patients, carers and clinicians to choose their Top 10 questions, or choose and then rank them in 1-10 order, which then provides the PSP with a shortlist of interim prioritised questions, highlighting particular interests of different stakeholder groups, to consider for the final priority setting workshop.

Whatever method for interim prioritisation is chosen, we will create a draft questionnaire for discussion with the Steering Group and then include their amendments and circulate a further version for agreement. We will then develop the survey on SurveyMonkey. Again, we will also create a hard copy version of the survey which can be requested by email or phone or downloaded from the website (postal costs are involved in this and the freepost return of the survey) for those who do not wish to complete it electronically. Printing costs will depend on quantity. Hard copy interim surveys may need to be posted automatically to those who completed the original survey on paper, depending on who the Steering Group agrees to approach for interim priority setting.

As with the initial survey to gather uncertainties, we will create a link to the interim survey from the project website information at the agreed interim survey launch date and take action to promote the survey if it is to be promoted to a wide public audience.

We will monitor responses to the interim survey and undertake any necessary promotional activity. Typical PSP interim priority setting surveys may be open for around two months. Again, because timescales are tight in this instance, we anticipate that the interim survey will be open for one month.

On closure of the interim survey, we will analyse the responses and produce a ranked list from each group targeted (veterans, carers, health and care professionals, organisations) and an overall ranked list.

We would issue a summary of results to the Steering Group with the overall ranked list of all questions. With guidance from the JLA Adviser, the Steering Group will agree the number of questions to discuss in the final workshop. Generally, this is between 25 and 30 questions if the workshop is face-to-face, or up to 18 questions if the workshop is online. The number of questions should also be informed by the number of people who will be at the workshop and the ease with which they are likely to be able to review large numbers of questions on the day.

### **Stage 8: Final workshop**

The final workshop is an opportunity for different parties to express their views, hear different perspectives and to think more widely about the issues being discussed. While interim prioritisation involves more people, the responses gathered are based on individuals' or groups' particular opinions and experiences. Bringing people together in a workshop enables people to exchange knowledge and information and make decisions based on a wider set of experiences. The workshop enables a group of people to agree on the Top 10 as they see it, on that day. A different set of people on a different day could give a different result. However, there is immense value in getting people together face-to-face to agree priorities.

The JLA format is rigorous, but flexible enough to allow people to revise their opinions, raise concerns and correct through consensus any perceived imbalance emerging from the interim stage. This is the stage at which any concerns about fairness or representation can be openly discussed and addressed. The JLA actively encourages participants to take ownership of this debate.

Prior to the start of the Covid-19 pandemic, the majority of JLA priority setting workshops were held in person and this provided the ideal setting for discussion, debate, and collaboration. With the arrival of Covid-19 restrictions, the JLA developed an online workshop method which retains the long-established and trusted steps by which the JLA workshop enables consensus development. Priority setting workshops have now begun to take place in person again, with some remaining online. We would discuss with you and the Steering Group the factors which influence the choice of whether to hold this workshop in person or online, being guided by the needs of the workshop participants and the likely Covid-19 situation at that time, as well as the resources available.

### **Final workshop preparation**

There is a considerable amount of preparation to be undertaken in advance of the workshop, whether online or in-person, and we would work with you to undertake the following:

- identification of participants, in discussion with project leader
- venue search and agreement with project leader if the workshop is to be held in person
- agreement of catering arrangements with project leader if the workshop is in person
- invitation of participants 6-8 weeks prior to the workshop and maintenance of list of attendees
- preparation of workshop materials
- gathering of biographies/conflict of interest forms from confirmed attendees
- timely issue of all documentation necessary for meeting
- timely issue of meeting links if online, as well as the offer of pre-meeting support to anyone unfamiliar with the meeting technology
- develop briefing materials for the JLA facilitators
- arrangement and communication of process for workshop attendees to claim expenses where required.

## **The final workshop**

Overall, the JLA has developed a neutral style of facilitation, adopting a non-prescriptive approach to small group discussion about prioritisation, but maintaining the ranking approach across small groups. This helps to ensure that groups develop their own ways of working and make their decisions without being influenced by any particular group or individual. We would follow the JLA final workshop method for this exercise, which will aim to prevent the domination of the discussion by a single person and encourage the participation of less assertive group members. We will use at least three facilitators with experience of the JLA method for the final priority setting workshop to ensure transparency, accountability, and fairness. At least three are required to facilitate the small group discussions that will take place, although the number of small groups is influenced by whether the workshop is online or in-person and the overall number of participants. The facilitators will play an important role in managing differences in values and perspectives at the workshop. The final outcome of the workshop will be an agreement of a Top 10 list of priorities.

## **Stage 9: Post-workshop activity/report/dissemination**

Agreeing a top 10 of research priorities will not be the end of a priority setting exercise. It will be important to publicise and disseminate the results, in addition to your use of them to inform allocation of the Veterans' Health Innovation Fund. This will increase the exposure of the priorities to potential funders and researchers. It is also an opportunity to promote the priority setting process itself and the issues faced by veterans. You may wish to create a dissemination plan for the results, considering how Steering Group members can contribute to the dissemination process. Dissemination at the end of the process should be a consideration throughout, to maximise success. Members of Steering Groups will often have access to existing ways of communicating the results. These could include:

- newsletters
- websites
- relationships with sector publications/journals
- relationships with funding charities
- presentations at conferences and workshops.

We will undertake the following:

- preparation of final priority list after workshop
- preparation of announcement of the results
- issue of announcement to database of interested contacts and other contacts as agreed with Steering Group
- publication of final results on project website
- contribute to a summary project report, describing the activities and the results, in line with a typical PSP report for the stakeholders involved
- agreement of report with Steering Group
- publication of project report on project website
- printing hard copies of report where necessary at an additional cost
- dissemination of project report to Steering Group and appropriate contacts.

### **Timeline of activity**

Below is an estimated timescale of activity for discussion, which is very shortened compared with a typical PSP. In order to meet the deadlines, we will need to ensure that the milestones set out below are achieved at the proposed times. This will require full cooperation and participation of the Steering Group. We would recommend a degree of flexibility to ensure that all stakeholder groups can contribute.

<b>Month 2022/2023</b>	<b>Activity</b>
1 August 2022	Initial planning meeting with project leader(s) and JLA coordinating team. Establish and finalise Steering Group members. Identify partners.

Early September (5 <sup>th</sup> – 7 <sup>th</sup> ) 2022	Initial set-up meeting with Steering Group: Protocol, scope and Terms of Reference agreed
Mid-September – mid-October 2022	Development and sign-off of questionnaire and publicity materials. Pilot of questionnaire
Mid-October 2022	Launch survey and communication activity
Mid-October – Mid-November 2022	Survey promotion by JLA coordinating team/Steering Group. Survey closes mid-November
Mid-November – end December 2022	Data processing and evidence checking
December 2022 – end January 2023	Creation and agreement of indicative questions
December 2022 – end January 2023	Development of interim prioritisation survey by JLA with input from Steering Group
Mid-February – mid-March 2023	Interim Prioritisation survey open. Survey closes Mid-March. Provision of interim prioritised list of questions to Steering Group by JLA. Agreement of workshop questions
January – March 2023	Final workshop preparation
March 2023	Final workshop w/c 27 <sup>th</sup> March 2023
March 2023 onwards	Reporting/dissemination

## Priority Setting Partnership in Veterans' Health: Prices

The overall price for this work is [REDACTED], **REDACTED TEXT Under FOIA Commercial Interests** based on the details set out below, excluding the costs of an Information Specialist (see table of additional costs below). All prices quoted exclude VAT which will be added at the prevailing rate.

- Project management/coordination by the JLA team – [REDACTED] **REDACTED TEXT Under FOIA Commercial Interests**
- JLA Adviser support – [REDACTED] **REDACTED TEXT Under FOIA Commercial Interests**

Time allowed within both of these roles provided by the JLA will include the following:

- Initial online meeting with Office for Veterans' Affairs
- Gather partners and establish Steering Group (SG) members, supplying them with project information in consultation with Office for Veterans' Affairs project team. Set up and communicate all SG meeting dates
- Initial one-day face-to-face set-up meeting with SG. Drafting of PSP documents to be agreed with SG
- Regular SG meeting chairing, management, and participation, note taking, agreement of notes with project team and circulation of notes to SG. Assumes six virtual meetings x 1.5 hours, with preparation and follow up, with one face-to-face meeting to finalise questions before interim prioritisation survey launch, and one face-to-face meeting after the final workshop
- Communication activity including:
  - Website ◦ Twitter ◦
  - Materials/print/despatch ◦
  - emailing partners ◦
  - Newsletters/articles
- Development, piloting and sign-off of questionnaire and publicity materials
- Consultation survey management/ downloading responses, reviewing demographics and entering paper copies. This assumes < 50 paper copies. (Greater than 50 paper copies would incur further costs)
- JLA support of the creation, management, promotion and scoring of interim prioritisation process, leading to an agreed list of questions for the final workshop and day to day management of interim prioritisation survey
- Final in-person workshop preparation
- Final in-person workshop day – facilitation and organisational support
- Report writing/dissemination.

<b>JLA support</b>	
To include project management/coordination and JLA Adviser support, as described above	[REDACTED] <b>REDACTED TEXT Under FOIA Commercial Interests</b>

Additional costs	Estimate
<p>Information Specialist [REDACTED] per day at [REDACTED] days</p> <p><b>REDACTED TEXT Under FOIA Commercial Interests</b></p> <p><i>(This is an estimate and may vary)</i></p>	<p>[REDACTED]. <b>REDACTED TEXT Under FOIA Commercial Interests</b> To be agreed at a later date by the Office for Veterans' Affairs.</p>
<p><b>Steering Group costs:</b></p>	
<p>Venues and catering for Steering Group meetings (assuming 3 face-to-face meetings)</p>	<p>[REDACTED]. <b>REDACTED TEXT Under FOIA Commercial Interests</b> To be agreed at a later date by the Office for Veterans' Affairs.</p>
<p>Honorarium payments for time of veterans and carers at 3 x face-to-face Steering Group meetings (assuming 4 veterans/carers in total on Steering Group. No extra time has been allowed here for any preparatory work asked of Steering Group members)</p>	<p>[REDACTED]. <b>REDACTED TEXT Under FOIA Commercial Interests</b> To be agreed at a later date by the Office for Veterans' Affairs.</p>
<p>Travel expenses for Steering Group members at face-to-face meetings (assuming 3 face-to-face meetings for 12 Steering Group members. Hotel accommodation if necessary would be additional)</p>	<p>[REDACTED]. <b>REDACTED TEXT Under FOIA Commercial Interests</b> To be agreed at a later date by the Office for Veterans' Affairs.</p>
<p>Honorarium payments for time of veterans and carers at 6 virtual Steering Group meetings of 1.5 hours each (assuming 4 in total on Steering Group. No extra time has been allowed here for any preparatory work asked of Steering Group members)</p>	<p>[REDACTED]. <b>REDACTED TEXT Under FOIA Commercial Interests</b> To be agreed at a later date by the Office for Veterans' Affairs.</p>
<p><b>Final priority setting workshop costs:</b></p>	
<p>Venue and catering for final priority setting workshop</p>	<p>[REDACTED]. <b>REDACTED TEXT Under FOIA Commercial Interests</b> To be agreed by the Office for Veterans' Affairs</p>
<p>Travel expenses for face-to-face final workshop participants (assuming 25 participants. Hotel accommodation if necessary would be additional)</p>	<p>[REDACTED]. <b>REDACTED TEXT Under FOIA Commercial Interests</b> To be agreed by the Office for Veterans' Affairs</p>
<p>Honorarium payments for time of veterans and carers at the final priority setting workshop (assuming 12 in total at final workshop)</p>	<p>[REDACTED] To be agreed by the Office for Veterans' Affairs</p>

REDACTED TEXT Above  
under FOIA Commercial  
Interests

Honorariums are calculated using the NIHR Centre for Engagement and Dissemination recommended daily rate of REDACTED TEXT REDACTED TEXT Above under FOIA Commercial Interests

# Short form Terms

## 1. Definitions used in the Contract

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

"Central Government Body"	means a body listed in one of the following subcategories 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"	means the charges for the Deliverables as specified in the Order Form;
"Confidential Information"	means all information, whether written or oral (however recorded), provided by the disclosing Party to the receiving Party and which (i) is known by the receiving Party to be confidential; (ii) is marked as or stated to be confidential; or (iii) ought reasonably to be considered by the receiving Party to be confidential;
"Contract"	means 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 Order Form and Annexes;
"Controller"	has the meaning given to it in the UK GDPR;
"Buyer"	means the person identified in the letterhead of the Order Form;
"Date Delivery" of	means that date by which the Deliverables must be delivered to the Buyer, as specified in the Order Form;
"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;
"Data Protection Legislation"	(i) the UK GDPR, (ii) the Data Protection Act 2018 to the extent that it relates to processing

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<b>"Data Protection Impact Assessment"</b>	of personal data and privacy; (iii) all applicable UK laws about the processing of personal data and privacy; an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data;
<b>"Data Protection Officer"</b>	has the meaning given to it in the UK GDPR;
<b>"Data Subject"</b>	has the meaning given to it in the UK GDPR;
<b>"Data Loss Event"</b>	any event that results, or may result, in unauthorised access to Personal Data held by the Supplier 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;
<b>"Data Subject Request"</b>	a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation relating to their Personal Data;
<b>"Deliver"</b>	means hand over 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 [ ]. Delivered and Delivery shall be construed accordingly;
<b>"Existing IPR"</b>	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);
<b>"Expiry Date"</b>	means the date for expiry of the Contract as set out in the Order Form;
<b>"FOIA"</b>	means 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;
<b>"Force Majeure Event"</b>	any event, occurrence, circumstance, matter or cause affecting the performance by either Party of its obligations under the Contract arising from acts, events, omissions, happenings or non-happenings beyond its reasonable control which prevent or materially delay it from performing its obligations under the Contract but excluding: 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;



<b>"UK GDPR"</b>	the UK General Data Protection Regulation;
<b>"Goods"</b>	means the goods to be supplied by the Supplier to the Buyer under the Contract;
<b>"Good Industry Practice"</b>	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;
<b>"Government Data"</b>	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 Data Controller;
<b>"Information"</b>	has the meaning given under section 84 of the FOIA;
<b>"Information Commissioner"</b>	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;
<b>"Insolvency Event"</b>	in respect of a person: a) if that person is insolvent; ii) 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); iii) if an administrator or administrative receiver is appointed in respect of the whole or any part of the persons assets or business; iv) if the person makes any composition with its creditors or 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;
<b>"Key Personnel"</b>	means any persons specified as such in the Order Form or otherwise notified as such by the Buyer to the Supplier in writing;
<b>"New IPR"</b>	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;
<b>"Order Form"</b>	means the letter from the Buyer to the Supplier printed above these terms and conditions;
<b>"Party"</b>	the Supplier or the Buyer (as appropriate) and "Parties" shall mean both of them;
<b>"Personal Data"</b>	has the meaning given to it in the UK GDPR;
<b>"Personal Data Breach"</b>	has the meaning given to it in the UK GDPR;

<b>"Processor"</b>	has the meaning given to it in the UK GDPR;
<b>"Purchase Order Number"</b>	means the Buyer's unique number relating to the order for Deliverables to be supplied by the Supplier to the Buyer in accordance with the terms of the Contract;
<b>Protective Measures:</b>	appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it;
<b>"Regulations"</b>	the Public Contracts Regulations 2015 and/or the Public Contracts (Scotland) Regulations 2015 (as the context requires) as amended from time to time;
<b>"Relevant Convictions"</b>	means any previous or pending prosecution, conviction or caution (excluding any spent conviction under the Rehabilitation of Offenders Act 1974) relating to offences involving dishonesty, terrorism, immigration, firearms, fraud, forgery, tax evasion, offences against people (including sexual offences), driving offences, offences against property, drugs, alcohol, public order offences or any other offences relevant to Services as the Buyer may specify;
<b>"Request for Information"</b>	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);
<b>"Services"</b>	means the services to be supplied by the Supplier to the Buyer under the Contract;
<b>"Specification"</b>	means the specification 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;
<b>"Staff"</b>	means all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any sub-contractor of the Supplier engaged in the performance of the Supplier's obligations under the Contract;
<b>"Staff Vetting Procedures"</b>	means vetting procedures that accord with good industry practice or, where applicable, the Buyer's procedures for the vetting of personnel as provided to the Supplier from time to time;
<b>"Subprocessor"</b>	any third Party appointed to process Personal Data on behalf of the Supplier related to the Contract;

## The Short form Contract

<b>"Supplier Staff"</b>	all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any Subcontractor engaged in the performance of the Supplier's obligations under a Contract;
<b>"Supplier"</b>	means the person named as Supplier in the Order Form;
<b>"Term"</b>	means the period from the start date of the Contract set out in the Order Form to the Expiry Date as such period may be extended in accordance with clause 8 or terminated in accordance with the terms and conditions of the Contract;

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**"VAT"** means value added tax in accordance with the provisions of the Value Added Tax Act 1994;

**"Workers"**

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/procurementpolicynote-0815-tax-arrangements-of-appointees>) applies in respect of the Deliverables;

**"Working Day"** means 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 terms and 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; and
- 2.7 the word 'including', "for example" and similar words shall be understood as if they were immediately followed by the words "without limitation".

## **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 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 Specification; (ii) to a professional standard; (iii) using reasonable skill and care; (iv) using Good Industry Practice; (v) using its own policies, processes and internal quality control measures as long as they don't conflict with the Contract; (vi) on the dates agreed; and (vii) 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 three Working Days of delivery.
- (e) The Supplier warrants that it has full and unrestricted ownership of the Goods at the time of transfer of ownership.
- (f) The Supplier must deliver the Goods on the date and to the specified location during the Buyer's working hours.
- (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 steps 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 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 [sub-suppliers].

#### **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 any security requirements.
- (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 shall be entitled to invoice the Buyer for the charges in the Order Form. The Supplier shall raise invoices promptly and in any event within 90 days from when the charges are due.
- 5.2 All Charges:
  - (a) exclude VAT, which is payable on provision of a valid VAT invoice;
  - (b) include all costs connected with the supply of Deliverables.
- 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 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;
  - (b) includes a detailed breakdown of Deliverables which have been delivered (if any).
- 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 33.

- 5.6 The Buyer may retain or set-off payment of any amount owed to it by the Supplier 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;
  - (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; (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 seven years after the date of expiry or termination of the Contract.
- 7.3 The Supplier must allow any auditor appointed by the Buyer access to their premises to verify all contract accounts and records of everything to do with the Contract and provide copies for the audit.
- 7.4 The Supplier must provide information to the auditor and reasonable co-operation at their request.
- 7.5 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;
  - (c) provide a deadline for completing the corrective action.
- 7.6 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
- (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).

## **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 using Good Industry Practice and in accordance with the instructions issued by the Buyer in the Order Form; and
  - (c) comply with all conduct requirements when on the Buyer's premises.
- 8.2 Where a 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 8.
- 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 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 in the Order Form (if any) to provide the Deliverables and shall not remove or replace any of them unless:
  - (a) requested to do so by the Buyer (not to be unreasonably withheld or delayed);
  - (b) the person concerned resigns, retires or dies or is on maternity or long-term sick leave; or
  - (c) the person's employment or contractual arrangement with the Supplier or any subcontractor is terminated for material breach of contract by the employee.

## **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) it maintains all necessary rights, authorisations, licences and consents to perform its obligations under the Contract;
  - (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 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;
  - (b) non-payment by the Supplier of any tax or National Insurance.
- 9.4 If the Supplier becomes aware of a representation or warranty 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 it and its sublicensees to both:
  - (a) receive and use the Deliverables;
  - (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 for the purpose of fulfilling its obligations under the Contract and a perpetual, royalty-free, non-exclusive licence to use any New IPRs.
- 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;

- (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.

## **11. Ending the contract**

11.1 The Contract takes effect on the date of or (if different) the date specified in the Order Form and ends on the earlier of the date of expiry or termination of the Contract or earlier if required by Law.

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(b) to 11.5(g) 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) if the Supplier is in material breach of any obligation which is capable of remedy, and that breach is not remedied within 30 days of the Supplier receiving notice specifying the breach and requiring it to be remedied;
  - (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) if 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 Court of Justice of the European Union uses Article 258 of the Treaty on the Functioning of the European Union (TFEU) to declare that the Contract should not have been awarded to the Supplier because of a serious breach of the TFEU or the Regulations;
  - (vii) the Supplier or its affiliates embarrass or bring the Buyer into disrepute or diminish the public trust in them.
- (b) If any of the events in 73(1) (a) to (c) of the Regulations (substantial modification, exclusion of the Supplier, procurement infringement) happen, the Buyer has the right to immediately terminate the Contract and clause 11.5(b) to 11.5(g) applies.

### **11.5 What happens if the Contract ends**

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

- (a) the Supplier is responsible for the Buyer's reasonable costs of procuring replacement deliverables for the rest of the term of the Contract;

- (b) the Buyer's payment obligations under the terminated Contract stop immediately;
- (c) accumulated rights of the Parties are not affected;
- (d) the Supplier must promptly delete or return the Government Data except where required to retain copies by law;
- (e) the Supplier must promptly return any of the Buyer's property provided under the Contract;
- (f) 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;
- (g) the following clauses survive the termination of the Contract: [3.2.10, 6, 7.2, 9, 11, 14, 15, 16, 17, 18, 34, 35] and any clauses which are expressly or by implication intended to continue.

#### **11.6 When the Supplier can end the Contract**

- (a) The Supplier can issue a reminder notice if the 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) If a Supplier terminates the Contract under clause 11.6(a):
  - (i) the Buyer must promptly pay all outstanding charges incurred to 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;
  - (iii) clauses 11.5(d) to 11.5(g) apply.

#### **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 24) any necessary variation required by clause 11.7, but the Supplier may not either:
  - (i) reject the variation;
  - (ii) increase the Charges, except where the right to partial termination is under clause 11.3.
- (d) The 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;

- (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;
  - (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 4.2(j), 4.2(m), 8.5, 9.3, 10.5, 13.2, 14.26(e) or 30.2(b).
- 12.5 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.
- 12.6 If more than one Supplier is party to the Contract, each Supplier Party is fully responsible for both their own liabilities and the liabilities of the other Suppliers.

### **13. Obeying the law**

- 13.1 The Supplier must, in connection with provision of the Deliverables, use reasonable endeavours to:
  - (a) comply and procure that its subcontractors comply with the Supplier Code of Conduct appearing at [https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment\\_data/file/779660/20190220-Supplier\\_Code\\_of\\_Conduct.pdf](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/779660/20190220-Supplier_Code_of_Conduct.pdf)) and such other corporate social responsibility requirements as the Buyer may notify to the Supplier from time to time;
  - (b) support the Buyer in fulfilling its Public Sector Equality duty under S149 of the Equality Act 2010;
  - (c) not use nor allow its subcontractors to use modern slavery, child labour or inhumane treatment;
  - (d) meet the applicable Government Buying Standards applicable to Deliverables which can be found online at: [https://www.gov.uk/government/collections/sustainable-procurement-thegovernment-buying-standards-gbs](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 27 to



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

## **14. Data protection and data security**

- 14.1 The Buyer is the Controller and the Supplier is the Processor for the purposes of the Data Protection Legislation.
- 14.2 In relation to data protection, Schedule 1 has effect.
- 14.3 The Supplier must not remove any ownership or security notices in or relating to the Government Data.
- 14.4 The Supplier must make accessible back-ups of all Government Data, stored in an agreed off-site location and send the Buyer copies every six Months.
- 14.5 The Supplier must ensure that any Supplier system holding any Government Data, including back-up data, is a secure system that complies with the security requirements specified [in writing] by the Buyer.
- 14.6 If at any time the Supplier suspects or has reason to believe that the Government Data provided under the Contract is corrupted, lost or sufficiently degraded, then the Supplier must notify the Buyer and immediately suggest remedial action.
- 14.7 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 five Working Days from the date that the Buyer receives notice, or the Supplier finds out about the issue, whichever is earlier;
  - (b) restore the Government Data itself or using a third party.
- 14.8 The Supplier must pay each Party's reasonable costs of complying with clause 14.7 unless the Buyer is at fault.
- 14.9 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; (e) indemnifies the Buyer against any and all Losses incurred if the Supplier breaches clause 14 and any Data Protection Legislation.

## **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;
  - (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 or by a court with the relevant jurisdiction if the recipient Party notifies the disclosing Party of the full circumstances, the affected Confidential Information and extent of the disclosure;
  - (b) if the recipient Party already had the information without obligation of confidentiality before it was disclosed by the disclosing Party;
  - (c) if the information was given to it by a third party without obligation of confidentiality;
  - (d) if the information was in the public domain at the time of the disclosure;
  - (e) if the information was independently developed without access to the disclosing Party's Confidential Information;
  - (f) to its auditors or for the purposes of regulatory requirements;
  - (g) on a confidential basis, to its professional advisers on a need-to-know basis;
  - (h) to the Serious Fraud Office where the recipient Party has reasonable grounds to believe that the disclosing Party is involved in activity that may be a criminal offence under the Bribery Act 2010.
- 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 Staff must enter into a direct confidentiality agreement with the Buyer at its request.
- 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; (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 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 steps 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 Within the required timescales the Supplier must give the Buyer full co-operation and information needed so the Buyer can:
- (a) comply with any Freedom of Information Act (FOIA) request;
  - (b) comply with any Environmental Information Regulations (EIR) request.
- 16.3 The Buyer 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, which does not need to be reasonable.

## **17. 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 that Contract as much as required and rendered ineffective as far as possible without affecting the rest of the Contract, whether it's valid or enforceable.

## **18. No other terms apply**

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

## **19. Other people's rights in a 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.

## **20. Circumstances beyond your control**

- 20.1 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;
  - (b) uses all reasonable measures practical to reduce the impact of the Force Majeure Event.
- 20.2 Either party can partially or fully terminate the Contract if the provision of the Deliverables is materially affected by a Force Majeure Event which lasts for 90 days continuously.
- 20.3 Where a Party terminates under clause 20.2: (a) each party must cover its own losses; (b) clause 11.5(b) to 11.5(g) applies.



## **21. 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.

## **22. 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.

## **23. Transferring responsibilities**

- 23.1 The Supplier cannot assign the Contract without the Buyer's written consent.
- 23.2 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.
- 23.3 When the Buyer uses its rights under clause 23.2 the Supplier must enter into a novation agreement in the form that the Buyer specifies.
- 23.4 The Supplier can terminate the Contract novated under clause 23.2 to a private sector body that is experiencing an Insolvency Event.
- 23.5 The Supplier remains responsible for all acts and omissions of the Supplier Staff as if they were its own.
- 23.6 If the Buyer asks the Supplier for details about Subcontractors, the Supplier must provide details of Subcontractors at all levels of the supply chain including:
  - (a) their name;
  - (b) the scope of their appointment;
  - (c) the duration of their appointment.

## **24. Changing the contract**

- 24.1 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.

## **25. How to communicate about the contract**

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

## **26. Preventing fraud, bribery and corruption**

26.1 The Supplier shall not:

- (a) commit any criminal offence referred to in the Regulations 57(1) and 57(2);
- (b) offer, give, or agree to give anything, to any person (whether working for or engaged by the 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.

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

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

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

## **27. Equality, diversity and human rights**

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

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

27.2 The Supplier must take all necessary steps, 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.

## **28. Health and safety**

28.1 The Supplier must perform its obligations meeting the requirements of:

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

- 28.2 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.

## **29. Environment**

- 29.1 When working on Site the Supplier must perform its obligations under the Buyer's current Environmental Policy, which the Buyer must provide.
- 29.2 The Supplier must ensure that Supplier Staff are aware of the Buyer's Environmental Policy.

## **30. Tax**

- 30.1 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.
- 30.2 Where the Supplier or any Supplier Staff are liable to be taxed or to pay National Insurance contributions in the UK relating to payment received under the Off Contract, the Supplier must both:
- (a) comply with the Income Tax (Earnings and Pensions) Act 2003 and all other statutes and regulations relating to income tax, the Social Security Contributions and Benefits Act 1992 (including IR35) and National Insurance contributions;
  - (b) indemnify the 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 Contract Period in connection with the provision of the Deliverables by the Supplier or any of the Supplier Staff.
- 30.3 If any of the Supplier Staff are Workers who receive payment relating to the Deliverables, then the Supplier must ensure that its contract with the Worker contains the following requirements:
- (a) the Buyer may, at any time during the term of the Contract, request that the Worker provides information which demonstrates they comply with clause 30.2, or why those requirements do not apply, the 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 30.2 or confirms that the Worker is not complying with those requirements;
  - (d) the Buyer may supply any information they receive from the Worker to HMRC for revenue collection and management.

## **31. Conflict of interest**

- 31.1 The Supplier must take action to ensure that neither the Supplier nor the Supplier Staff are placed in the position of an actual or potential conflict between the

financial or personal duties of the Supplier or the Supplier Staff and the duties owed to the Buyer under the Contract, in the reasonable opinion of the Buyer.

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

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

## **32. Reporting a breach of the contract**

32.1 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 26 to 31.

32.2 The Supplier must not retaliate against any of the Supplier Staff who in good faith reports a breach listed in clause 32.1.

## **33. Resolving disputes**

33.1 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.

33.2 If the dispute is not resolved at that meeting, the Parties can attempt to settle it by mediation using the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure current at the time of the dispute. If the Parties cannot agree on a mediator, the mediator will be nominated by CEDR. If either Party does not wish to use, or continue to use mediation, or mediation does not resolve the dispute, the dispute must be resolved using clauses 33.3 to 33.5.

33.3 Unless the Buyer refers the dispute to arbitration using clause 33.4, the Parties irrevocably agree that the courts of England and Wales have the exclusive jurisdiction to:

- (a) determine the dispute;
- (b) grant interim remedies;
- (c) grant any other provisional or protective relief.

33.4 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.

33.5 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 33.3, 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 33.4.

33.6 The Supplier cannot suspend the performance of the Contract during any dispute.

### **34. Which law applies**

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

## **Schedule 1**

### **1. DATA PROTECTION**

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

- (ii) it takes all reasonable steps to ensure the reliability and integrity of any Processor Personnel who have access to the Personal Data and ensure that they:

The Short form Contract

(A) are aware of and comply with the Processor's duties under this clause;



- (B) are subject to appropriate confidentiality undertakings with the Processor or any Sub-processor;
  - (C) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third Party unless directed in writing to do so by the Controller or as otherwise permitted by this Agreement; and
  - (D) have undergone adequate training in the use, care, protection and handling of Personal Data; and
- (d) 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 destination country has been recognised as adequate by the UK government in accordance with Article 45 UK GDPR or section 74 of the DPA 2018;
  - (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 DPA 2018) as determined by the Controller;
  - (iii) the Data Subject has enforceable rights and effective legal remedies;
  - (iv) the Processor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Controller in meeting its obligations); and
  - (v) the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the processing of the Personal Data;
- (e) at the written direction of the Controller, delete or return Personal Data (and any copies of it) to the Controller on termination of the Agreement unless the Processor is required by Law to retain the Personal Data.

1.5 Subject to clause 1.6, the Processor shall notify the Controller immediately if it:

- (a) receives a Data Subject Request (or purported Data Subject Request);
- (b) receives a request to rectify, block or erase any Personal Data;
- (c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
- (d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Agreement;
- (e) receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or (f) becomes aware of a Data Loss Event.

1.6 The Processor's obligation to notify under clause 1.5 shall include the provision of further information to the Controller in phases, as details become available.

## The Short form Contract

- 1.7 Taking into account the nature of the processing, the Processor shall provide the Controller with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under clause 1.5 (and insofar as possible within the timescales reasonably required by the Controller) including by promptly providing:
- (a) the Controller with full details and copies of the complaint, communication or request;
  - (b) such assistance as is reasonably requested by the Controller to enable the Controller to comply with a Data Subject Request within the relevant timescales set out in the Data Protection Legislation;
  - (c) the Controller, at its request, with any Personal Data it holds in relation to a Data Subject;
  - (d) assistance as requested by the Controller following any Data Loss Event;
  - (e) assistance as requested by the Controller with respect to any request from the Information Commissioner's Office, or any consultation by the Controller with the Information Commissioner's Office.
- 1.8 The Processor shall maintain complete and accurate records and information to demonstrate its compliance with this clause. This requirement does not apply where the Processor employs fewer than 250 staff, unless:
- (a) the Controller determines that the processing is not occasional;
  - (b) the Controller determines the processing 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
  - (c) the Controller determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.
- 1.9 The Processor shall allow for audits of its Data Processing activity by the Controller or the Controller's designated auditor.
- 1.10 Each Party shall designate its own data protection officer if required by the Data Protection Legislation.
- 1.11 Before allowing any Sub-processor to process any Personal Data related to this Agreement, the Processor must:
- (a) notify the Controller in writing of the intended Sub-processor and processing;
  - (b) obtain the written consent of the Controller;
  - (c) enter into a written agreement with the Sub-processor which give effect to the terms set out in this Schedule such that they apply to the Sub-processor; and
  - (d) provide the Controller with such information regarding the Sub-processor as the Controller may reasonably require.
- 1.12 The Processor shall remain fully liable for all acts or omissions of any of its Sub-processors.

- 1.13 The Controller may, at any time on not less than 30 Working Days' notice, revise this clause by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to this Agreement).

#### The Short form Contract

- 1.14 The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Controller may on not less than 30 Working Days' notice to the Processor amend this agreement to ensure that it complies with any guidance issued by the Information Commissioner's Office.