



Simply better procurement



# Schedule 4 & Schedule 5

Order Form - ICT Solutions Framework Agreement



## SCHEDULE 4

### ORDER FORM

Framework Title	National Framework for ICT Solutions
OJEU Award Notice Reference	2020/S 039-093684
PAGABO Framework Reference	AVP-RKLT-2001
URN (Unique Reference Number) (issued by PAGABO)	

#### FROM: Client Organisation

Name	UK Research and Innovation (UKRI)
Address	UK Research and Innovation c/o UK Shared Business Services LTD Polaris House North Star Avenue Swindon, Wiltshire SN2 1FL
Contact Name	[REDACTED]
Contact email	[REDACTED]
Invoice Address (if different)	
Order Number (for all correspondence)	DDaT22431
Order Date	28/09/2022

#### TO: Contractor

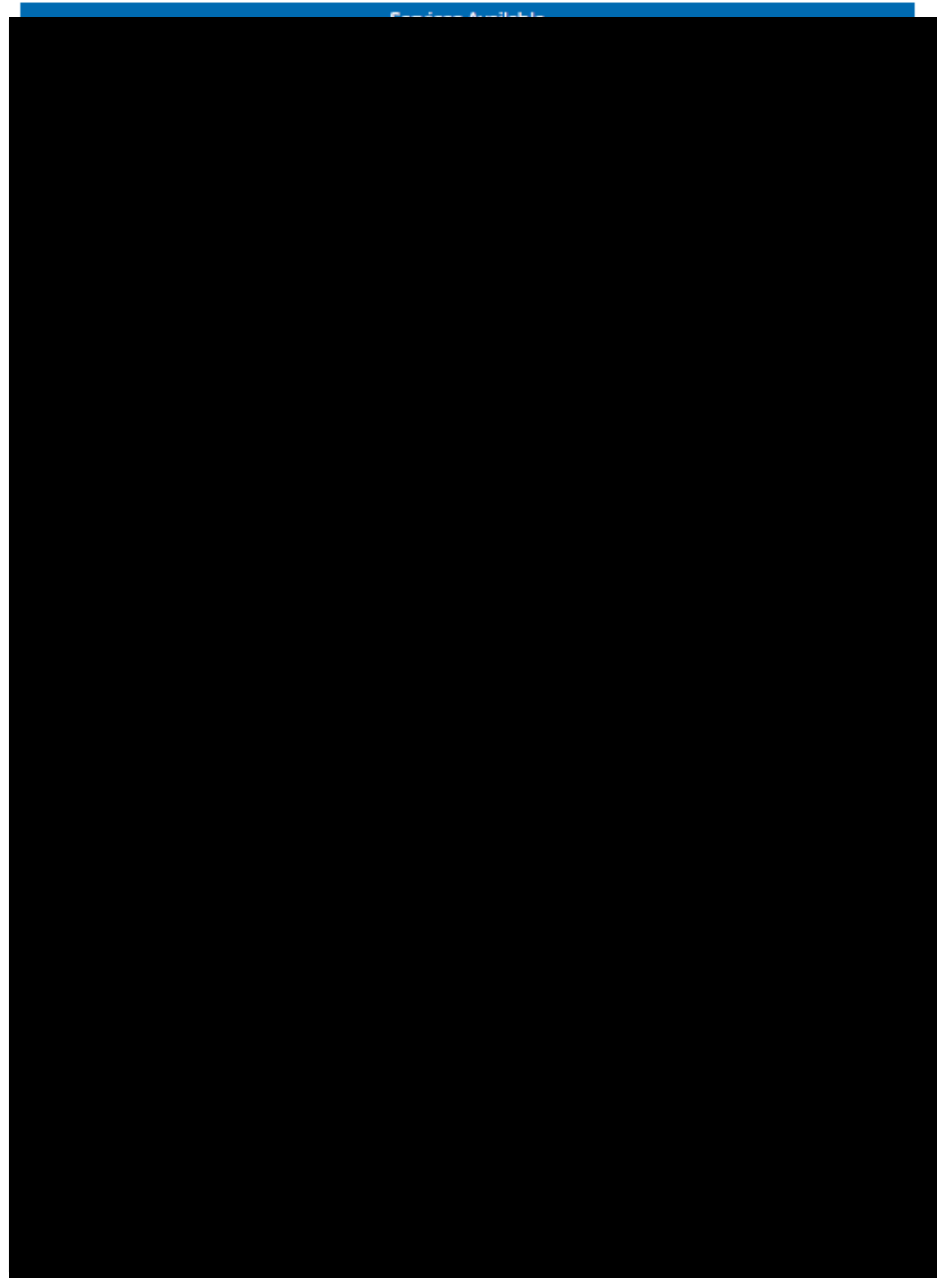
Contractor Name	LAN3 LTD
Contractor Address	Business Park 1, Bankside, Long Hanborough, Witney OX29 8LJ
Contact Name	[REDACTED]
Contact email	[REDACTED]
Contact telephone	[REDACTED]

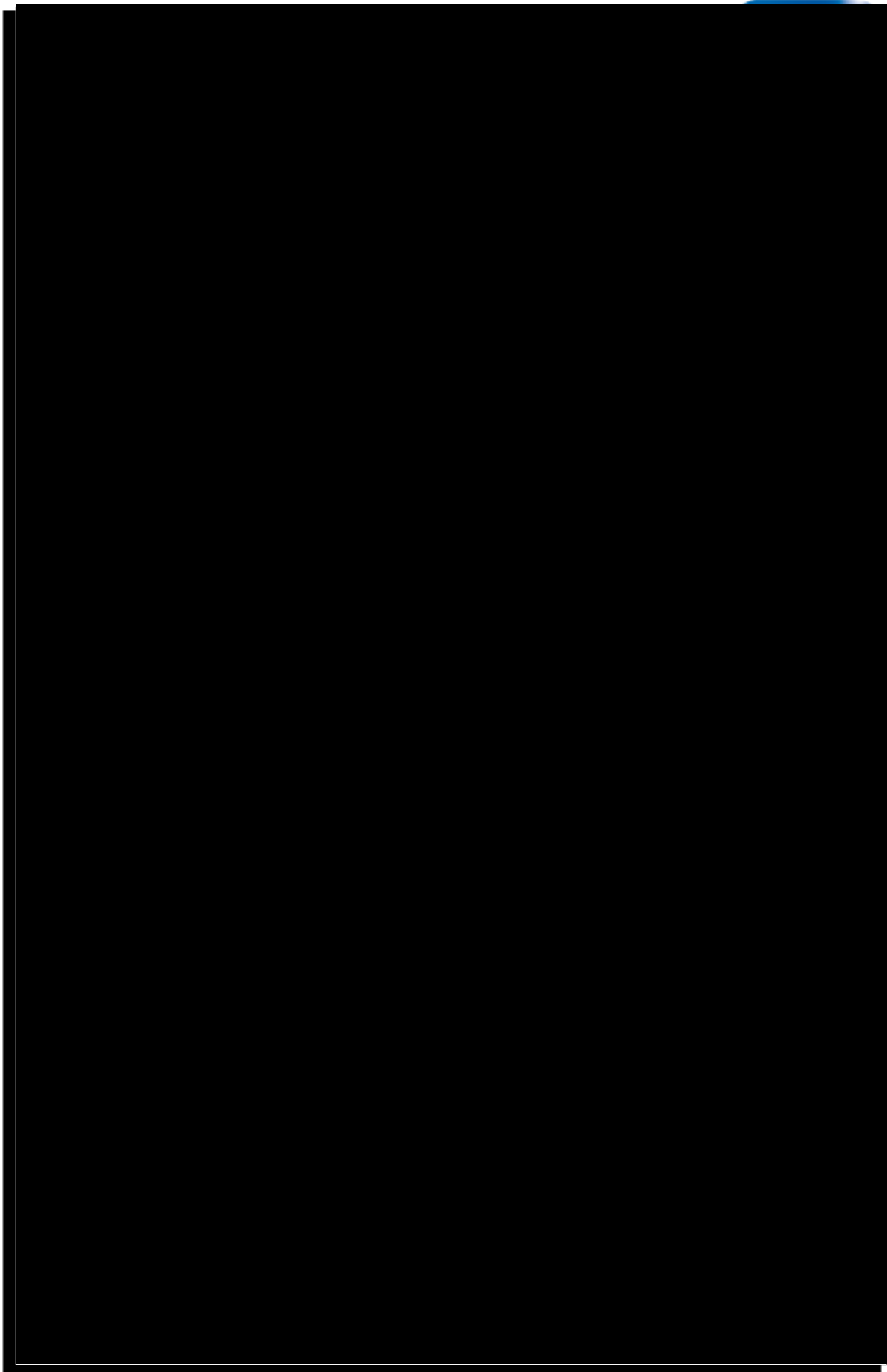


## 1. GOODS AND SERVICE\* ORDER REQUIREMENTS (\*if applicable)

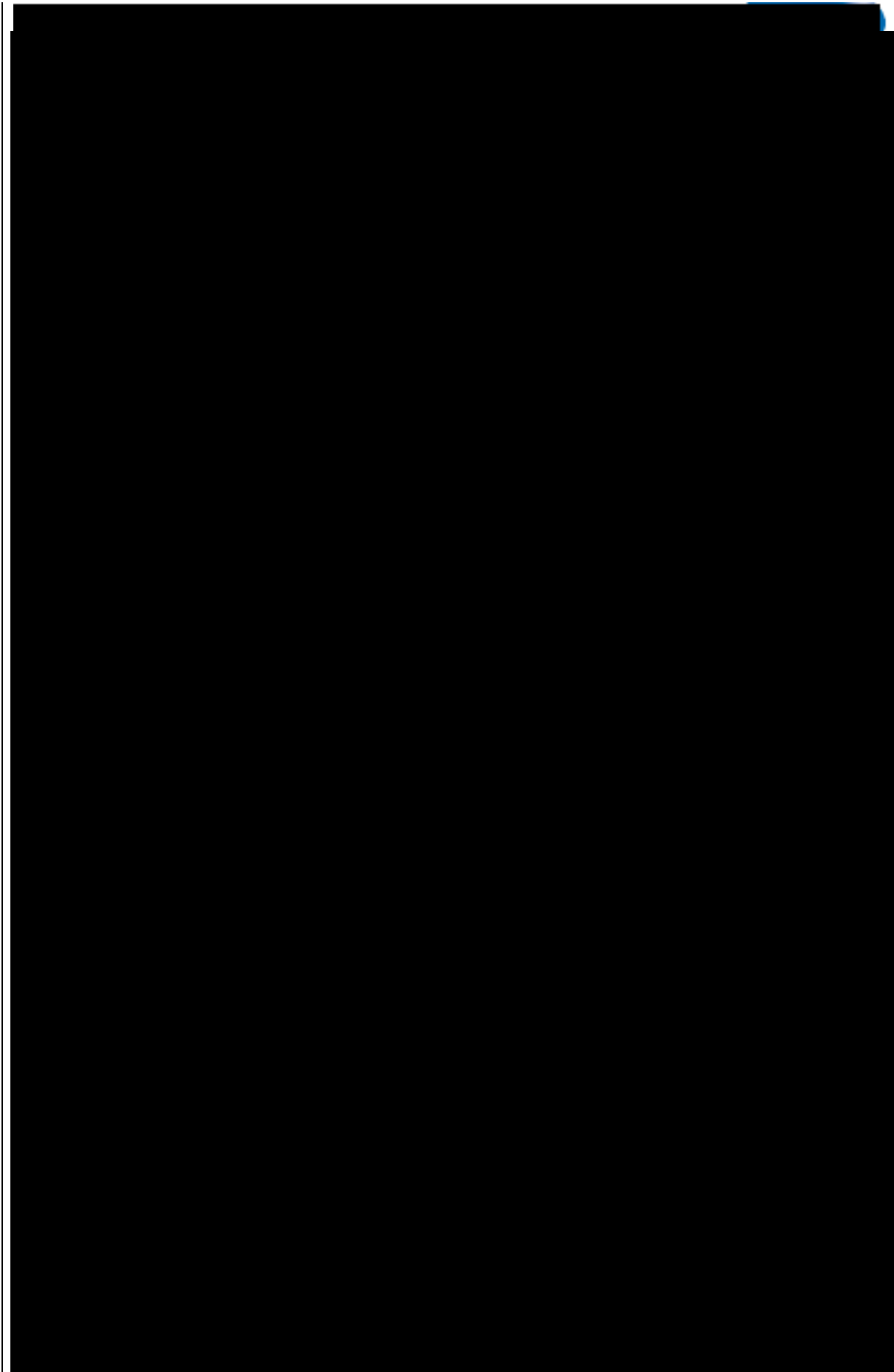
### (1.1) Goods, Services\* and Deliverables Required (\*if applicable):

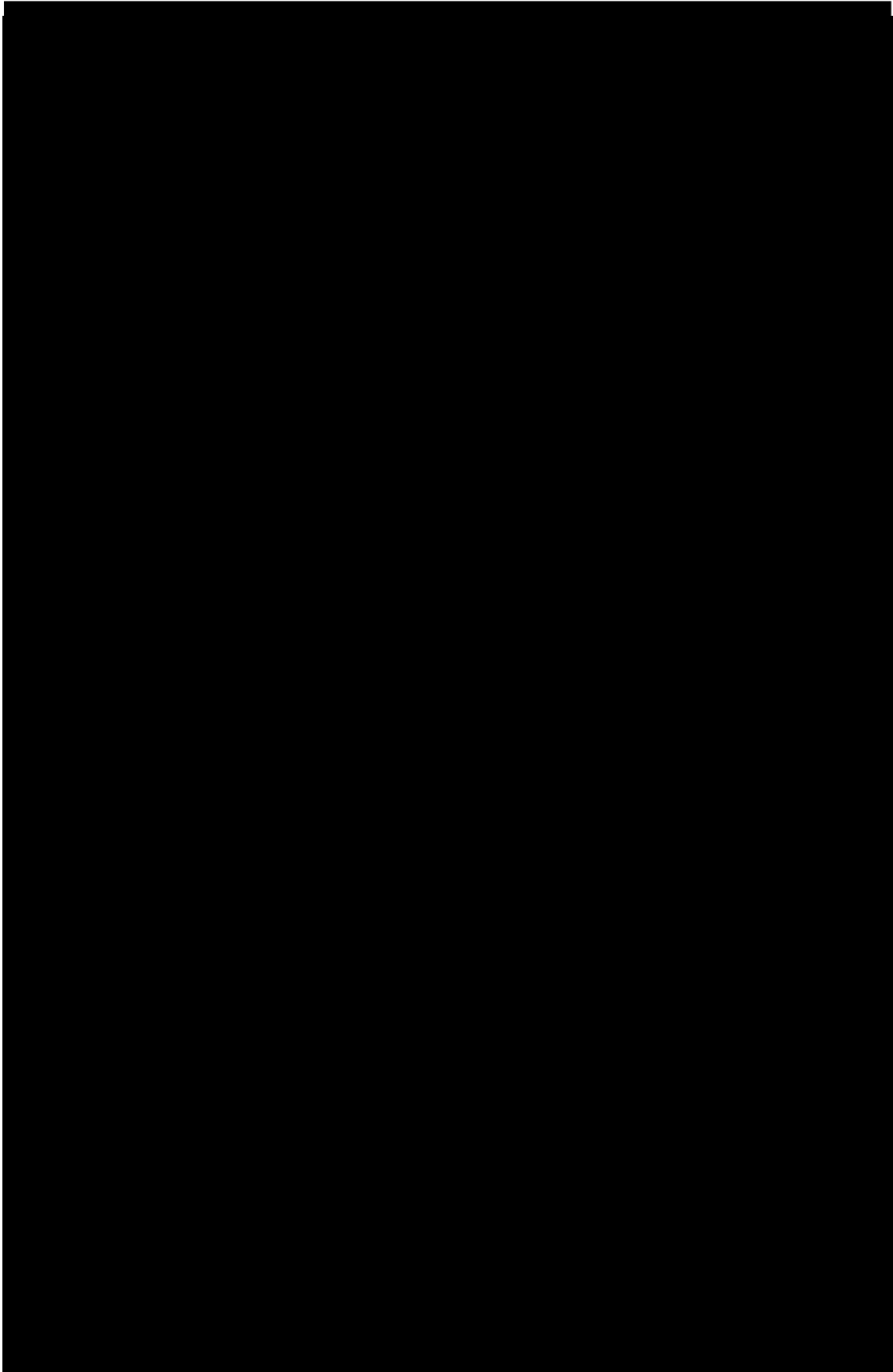
Extreme Support renewal 19/10/2022 – 18/10/2023











The total contract value shall not exceed £36,889.51 excluding VAT as per the above breakdown

(1.2) Delivery Date:

19/10/2022

(1.3) Price Payable by Client Organisation Include details of price payable and method of payment.

This Contract value shall not exceed £36,889.51 Excluding VAT

The Buyer will pay the Supplier within 30 days of receipt of a valid invoice

(1.4) Contract End Date\* (\*if applicable):

18/10/2023

## 2. ORDER - ADDITIONAL REQUIREMENTS (If applicable)

(2.1) Call-Off Terms and Conditions:

Schedule 5 call off terms and conditions

(2.2) Variations to suggested Call-Off Terms and Conditions

N/A

(2.3) Completion Date

Latest Delivery date: 19/10/2022

(2.4) Any specific Events which are allowable and haven't be included in the Call Off Terms\* (\*if applicable):

N/A

(2.4) Defects Correction Period if different to the Call Off Terms and Conditions\* (\*if applicable):

N/A

## 3. PERFORMANCE OF THE SERVICES AND DELIVERABLES (If applicable)

(3.1) Key Personnel (if any) of the Contractor to be involved in the Services and Deliverables(see clause 2.4 of Call-Off



Terms and Conditions):

N/A

(3.3) Quality Standards:

N/A

(3.4) Contract Monitoring Arrangements:

N/A

#### 4. CONFIDENTIAL INFORMATION (If applicable)

(4.1) The following information shall be deemed Commercially Sensitive Information or Confidential Information:  
Personal Data (as defined in the DPA)

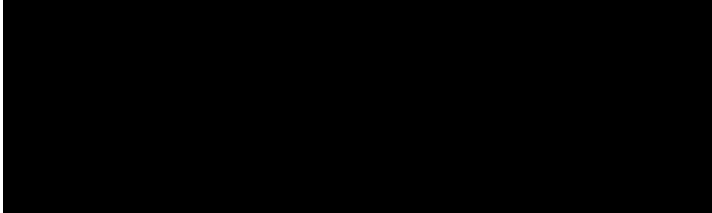
N/A

(4.2) Duration that the information shall be deemed Commercially Sensitive Information or Confidential Information  
Personal Data – until six (6) years following the expiry of the Contract Period

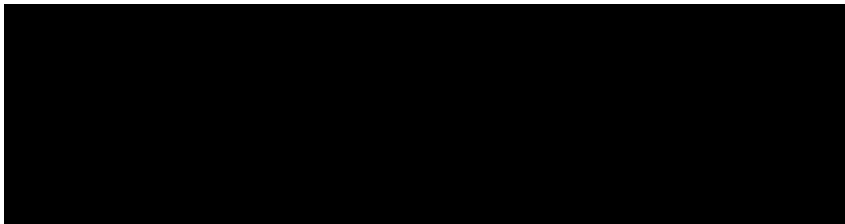
N/A

**BY SIGNING AND RETURNING THIS ORDER FORM THE PROVIDER AGREES** to enter a legally binding contract with the Client Organisation to provide to the Goods and Services specified in this Order Form incorporating the rights and obligations set out in the Framework Agreement entered into by the Contractor and the Contracting Authority.

For and on behalf of the Supplier, LAN3 LTD

Signed for and on behalf of UK Research and Innovation by its authorised representative:

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## Agreed Terms

### 1. Definitions and Interpretation

1.1. The following terms have the following meanings in the Agreement:

<b>Agreement</b>	the Agreement for the provision of the Goods and Services made between the Client Organisation and the Supplier, as named in Schedule 4, the Order Form
<b>Agreement Charges</b>	the charges payable by the Client Organisation to the Supplier for either the contracted Goods and or Services
<b>Agreement Documents</b>	the agreement documents referred to in the Agreement
<b>Authorised Officer</b>	the Authorised Officer referred to in Clause 3
<b>Business Day</b>	a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.
<b>Client Organisation</b>	is any UK Public Sector Body including but not limited to Local Authorities, Central Government Departments, NHS Bodies, Police, Schools, Universities and other Emergency Services who choose to participate in the Agreement. For clarity this includes the Contracting Authority
<b>Commencement Date</b>	means the date set out in paragraph 1.2 of the Order Form
<b>Completion Date</b>	means the date for the completion of the Services and or delivery of Goods as agreed in Schedule 4, the Order Form
<b>Conditions</b>	the conditions contained within the Agreement Documents
<b>Contract</b>	the contract between the Customer and the Supplier for the supply of Goods and/or Services in accordance with these Conditions.
<b>Contract Manager</b>	the Contract Manager referred to in Clause 6
<b>Contract Period</b>	a period of time between the Commencement Date and the Completion Date.
<b>Contract Standards</b>	i) the standards in the Contract; and ii) with all the skill, care and diligence to be expected of a competent provider of Goods and or Services of a similar kind to the provision of Goods and or Services; and iii) generally, to the Authority's satisfaction
<b>Contractor</b>	the Client Organisation
<b>Contracting Authority</b>	Red Kite Learning Trust



<b>Customer</b>	the Authority
<b>Customer Materials</b>	has the meaning set out in Clause 8.3.10.
<b>Deliverables</b>	all documents, products and materials developed by the Supplier or its agents, contractors and employees as part of or in relation to the Services in any form or media, including drawings, maps, plans, diagrams, designs, pictures, computer programs, data, specifications and reports (including drafts).
<b>Goods</b>	the goods (or any part of them) set out in the Order.
<b>Goods Specification</b>	any specification for the Goods, including any related plans and drawings, that is agreed in writing by the Customer and the Supplier.
<b>Mandatory Policies</b>	the Customer's business policies and codes listed in Appendix 1 of these Call Off Terms and Conditions
<b>Order</b>	means the Participant[s] order for the Goods and or Services from the Contractor
<b>Services</b>	the services, including any Deliverables, to be provided by the Supplier under the Contract as set out in the Service Specification.
<b>Service Specification</b>	the description or specification for Services agreed in writing by the Customer and the Supplier.
<b>Supplier</b>	the person or firm from whom the Customer purchases the Goods and/or Services.
<b>Tender</b>	the Contractor's Tender for the provision of the Goods and or Services
<b>The Contract Managers</b>	Added Value Portal Limited t/a Pagabo

1.2. The Contract shall be governed by English Law.

1.2.1. References to:

- a. a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes all subordinate legislation made under that statute or statutory provision.
- b. one gender includes any other gender
- c. persons include corporations
- d. singular includes the plural
- e. clauses are to clauses in the Conditions
- f. the Contractor's staff includes the Contractor's partners, directors, employees, agents and sub-contractors.
- g. to writing or written includes fax and email.

- h. Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

- 1.2.2. The Contract represents the entire agreement between the Client Organisation and the Contractor and supersedes all other undertakings, statements and agreements relating to the provision of the Goods and Services.

## 2. The Contract - General

- 2.1. The Contractor shall be deemed to have ensured the accuracy of the rates and prices in the Tender which shall cover all the Contractor's obligations under the Contract.
- 2.2. The Contract Documents are mutually explanatory of one another, but if there is any inconsistency between these Conditions and any provision in any other Contract Document, these Conditions shall prevail.
- 2.3. These Conditions apply to all Orders for the purchase of Goods and Services by any of the Participating Public Sector Bodies from the Contractor and they shall govern the Contract to the entire exclusion of all other terms and conditions. All other terms and conditions are excluded including any terms and conditions which the Contractor may attempt to apply under any sales offer, quotation, acknowledgement or acceptance of the Order, specification or other documents.
- 2.4. For the avoidance of doubt, the Contract provides a set of common terms and conditions, under which any of the Participating Public Sector Bodies can call off Goods and Services by submitting Orders, as and when required, during the period of the Contract.
- 2.5. In the absence of express acceptance of an Order by the Contractor, delivery of Goods and Services by the Contractor to the Participating Public Sector Bodies shall be deemed to be conclusive evidence of the Contractor's acceptance of these Conditions.
- 2.6. No deletion from, addition to, or variation of the Contract Documents shall be valid unless agreed in writing and signed by the Contracting Authority and the Contractor.

## 3. Authorised Officer

- 3.1. The Authorised Officer is the person nominated by the Contracting Authority to act on its behalf for the purposes of the Contract and may:
  - 3.1.1. issue instructions to the Contractor on any matter relating to the Contract; and Contracting Authority
  - 3.1.2. appoint representatives to act upon his behalf and shall notify the Contractor of such appointment(s).

## 4. The Contractor's Obligations

- 4.1. The Contractor shall provide the Goods and Services in accordance with the Contract for the Contract Period to the Contract Standards.
- 4.2. The Contractor shall inform the Authorised Officer immediately if it is unable to provide the Goods and Services or if the Contractor is aware of anything which may prevent the Contractor from complying with the Contract.

- 4.3. Without prejudice to the Client Organisation other powers under the Contract, if the Contractor fails to provide the Goods and Services in accordance with Clause 4, the Client Organisation may pay another firm to provide part or all of the Goods and Services and the costs incurred may be deducted from the Contract Charges or shall be recoverable as a debt.
- 4.4. If requested by the Authorised Officer, the Contractor shall provide a copy of its audited accounts within six months of the relevant accounting reference date subsequent to those provided in accordance with the Tender.

## 5. Contractor's Staff

- 5.1. The Contractor shall employ sufficient staff to ensure that the Service is provided to the Contract Standards.
- 5.2. The Contractor's staff shall be adequately qualified, competent and suitable in all other respects to provide the Service
- 5.3. The Authorised Officer may reasonably require the Contractor in writing to remove from the provision of the Service any member of the Contractor's staff. The Contractor shall immediately remove such staff from the provision of the Service and provide a replacement

## 6. Contract Manager

- 6.1. The Contractor shall appoint a Contract Manager approved by the Contracting Authority. Any notice, instruction or other information given to the Contract Manager shall be deemed to have been given to the Contractor.
- 6.2. The Contractor shall notify the Authorised Officer in writing of the name, address and contact numbers of the Contract Manager and any deputy.
- 6.3. The Contractor shall provide and shall ensure that its staff wear at all times, when engaged in the provision of the Goods and Services on the Client Organisations premises such identification as may be required.

## 7. Supply of Goods

- 7.1. The Supplier shall ensure that the Goods shall:
  - 7.1.1. correspond with their description and any applicable Goods Specification;
  - 7.1.2. be of satisfactory quality (within the meaning of the Sale of Goods Act 1979) and fit for any purpose held out by the Supplier or made known to the Supplier by the Customer, expressly or by implication, and in this respect the Customer relies on the Supplier's skill and judgement;
  - 7.1.3. where they are manufactured products, be free from defects in design, materials and workmanship and remain so for a minimum of 12 months after delivery; and
  - 7.1.4. comply with all applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the Goods
- 7.2. The Supplier shall ensure that at all times it has and maintains all the licences, permissions, authorisations, consents and permits that it needs to carry out its obligations under the Contract in respect of the Goods.



- 7.3. The Customer may inspect and test the Goods at any time before delivery. The Supplier shall remain fully responsible for the Goods despite any such inspection or testing and any such inspection or testing shall not reduce or otherwise affect the Supplier's obligations under the Contract.
- 7.4. If following such inspection or testing the Customer considers that the Goods do not comply or are unlikely to comply with the Supplier's undertakings at clause 7.1, the Customer shall inform the Supplier and the Supplier shall immediately take such remedial action as is necessary to ensure compliance.
- 7.5. The Customer may conduct further inspections and tests after the Supplier has carried out its remedial actions.

## 8. Supply of Services

- 8.1. The Supplier shall from the date set out in the Order and for the duration of the Contract supply the Services to the Customer in accordance with the terms of the Contract.
- 8.2. The Supplier shall meet any performance dates for the Services, that may be specified in the Order or, that the Customer notifies to the Supplier and time is of the essence in relation to any of those performance dates.
- 8.3. In providing the Services, the Supplier shall:
- 8.3.1. co-operate with the Customer in all matters relating to the Services, and comply with all instructions of the Customer;
  - 8.3.2. perform the Services with the best care, skill and diligence in accordance with best practice in the Supplier's industry, profession or trade;
  - 8.3.3. use personnel who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled in accordance with the Contract;
  - 8.3.4. ensure that the Services will conform with all descriptions, standards and specifications set out in the Service Specification, and that the Deliverables shall be fit for any purpose that the Customer expressly or impliedly makes known to the Supplier;
  - 8.3.5. provide all equipment, tools and vehicles and such other items as are required to provide the Services;
  - 8.3.6. use the best quality goods, materials, standards and techniques, and ensure that the Deliverables, and all goods and materials supplied and used in the Services or transferred to the Customer, will be free from defects in workmanship, installation and design;
  - 8.3.7. obtain and at all times maintain all licences and consents which may be required for the provision of the Services;
  - 8.3.8. comply with all applicable laws, regulations, regulatory policies, guidelines or industry codes which may apply to the provision of the Services, and with the Mandatory Policies;
  - 8.3.9. observe all health and safety rules and regulations and any other security requirements that apply at any of the Customer's premises;

- 8.3.10. hold all materials, equipment and tools, drawings, specifications and data supplied by the Customer to the Supplier (**Customer Materials**) in safe custody at its own risk, maintain the Customer Materials in good condition until returned to the Customer, and not dispose or use the Customer Materials other than in accordance with the Customer's written instructions or authorisation;
- 8.3.11. not do or omit to do anything which may cause the Customer to lose any licence, authority, consent or permission upon which it relies for the purposes of conducting its business, and the Supplier acknowledges that the Customer may rely or act on the Services;
- 8.3.12. comply with any additional obligations as set out in the Service Specification.

## 9. Customer's obligations

- 9.1. The Customer shall:
  - 9.1.1. provide the Supplier with reasonable access at reasonable times to the Customer's premises for the purpose of providing the Services;
  - 9.1.2. provide such necessary information for the provision of the Services as the Supplier may reasonably request.

## 10. Delivery of Goods

- 10.1. The Supplier shall ensure that:
  - 10.1.1. the Goods are properly packed and secured in such manner as to enable them to reach their destination in good condition;
  - 10.1.2. each delivery of the Goods is accompanied by a delivery note which shows the date of the Order, the Order number (if any), the type and quantity of the Goods (including the code number of the Goods (where applicable)), special storage instructions (if any) and, if the Goods are being delivered by instalments, the outstanding balance of Goods remaining to be delivered; and
  - 10.1.3. it states clearly on the delivery note any requirement for the Customer to return any packaging material for the Goods to the Supplier. Any such packaging material shall only be returned to the Supplier at the cost of the Supplier.
- 10.2. The Supplier shall deliver the Goods:
  - 10.2.1. on the date specified in the Order or, if no such date is specified, then within 1 working day of the date of the Order;
  - 10.2.2. to the Delivery Location as specified by the Client Organisation
  - 10.2.3. during the Customer's normal business hours, or as instructed by the Customer.
- 10.3. Time for delivery shall be of the essence
- 10.4. Delivery of the Goods shall be completed on the completion of unloading of the Goods at the Delivery Location.
- 10.5. If the Supplier:



- 10.5.1. delivers less than 95% of the quantity of Goods ordered, the Customer may reject the Goods; or
- 10.5.2. delivers more than 105% of the quantity of Goods ordered, the Customer may at its sole discretion reject the Goods or the excess Goods,

then any rejected Goods shall be returnable at the Supplier's risk and expense. If the Supplier delivers more or less than the quantity of Goods ordered, and the Customer accepts the delivery, the Supplier shall make a pro rata adjustment to the invoice for the Goods.

- 10.6. The Supplier shall not deliver the Goods in instalments without the Customer's prior written consent. Where it is agreed that the Goods are delivered by instalments, they may be invoiced and paid for separately. However, failure by the Supplier to deliver any one instalment on time or at all or any defect in an instalment shall entitle the Customer to the remedies set out in clause 12.1.
- 10.7. Title and risk in the Goods shall pass to the Customer on completion of delivery.
- 10.8. The printed name and signature of the person receiving the Goods must be obtained on the driver's delivery note. The Client Organisation reserves the right to refuse payment if the delivery note has not been duly signed.

## 11. Damage in Transit

- 11.1. The Contractor shall free of charge and as quickly as possible either repair or replace (as the Client Organisation shall elect) such of the Goods as may either be damaged in transit or having been placed in transit fail to be delivered to the Client Organisation provided that:
  - 11.1.1. in the case of damage to such Goods in transit the Client Organisation shall within thirty days of delivery give notice to the Contractor that the Goods have been damaged,
  - 11.1.2. in the case of non-delivery, the Client Organisation shall (provided that the Client Organisation has been advised of the dispatch of the Goods) within ten days of the notified date of delivery give notice to the Contractor that the Goods have not been delivered.

## 12. Customer remedies

- 12.1. If the Supplier fails to deliver the Goods by the applicable date or to perform the Services by the applicable date, or both, the Customer shall, without limiting or affecting other rights or remedies available to it, have one or more of the following rights:
  - 12.1.1. to terminate the Contract with immediate effect by giving written notice to the Supplier;
  - 12.1.2. to refuse to accept any subsequent performance of the Services and/or delivery of the Goods which the Supplier attempts to make;
  - 12.1.3. to recover from the Supplier any costs incurred by the Customer in obtaining substitute goods and/or services from a third party;
  - 12.1.4. to require a refund from the Supplier of sums paid in advance for Services that the Supplier has not provided and/or Goods that it has not delivered; and



- 12.1.5. to claim damages for any additional costs, loss or expenses incurred by the Customer which are in any way attributable to the Supplier's failure to meet such dates.
- 12.2. If the Supplier has delivered Goods that do not comply with the undertakings set out in Clause 7.1, then, without limiting or affecting other rights or remedies available to it, the Customer shall have one or more of the following rights, whether or not it has accepted the Goods:
  - 12.2.1. to terminate the Contract with immediate effect by giving written notice to the Supplier;
  - 12.2.2. to reject the Goods (in whole or in part) whether or not title has passed and to return them to the Supplier at the Supplier's own risk and expense;
  - 12.2.3. to require the Supplier to repair or replace the rejected Goods, or to provide a full refund of the price of the rejected Goods [(if paid)];
  - 12.2.4. to refuse to accept any subsequent delivery of the Goods which the Supplier attempts to make;
  - 12.2.5. to recover from the Supplier any expenditure incurred by the Customer in obtaining substitute goods from a third party; and
  - 12.2.6. to claim damages for any additional costs, loss or expenses incurred by the Customer arising from the Supplier's failure to supply Goods in accordance with Clause 7.1.
- 12.3. If the Supplier has supplied Services that do not comply with the requirements of clause 8.3(d) then, without limiting or affecting other rights or remedies available to it, the Customer shall have one or more of the following rights:
  - 12.3.1. to terminate the Contract with immediate effect by giving written notice to the Supplier;
  - 12.3.2. to return the Deliverables to the Supplier at the Supplier's own risk and expense;
  - 12.3.3. to require the Supplier to provide repeat performance of the Services, or to provide a full refund of the price paid for the Services [(if paid)];
  - 12.3.4. to refuse to accept any subsequent performance of the Services which the Supplier attempts to make;
  - 12.3.5. to recover from the Supplier any expenditure incurred by the Customer in obtaining substitute services or deliverables from a third party; and
  - 12.3.6. to claim damages for any additional costs, loss or expenses incurred by the Customer arising from the Supplier's failure to comply with clause 12.3.4
- 12.4. These Conditions shall extend to any substituted or remedial services and/or repaired, or replacement goods supplied by the Supplier.
- 12.5. The Customer's rights and remedies under the Contract are in addition to, and not exclusive of, any rights and remedies implied by statute and common law.

## 13. Electronic Systems

- 13.1. The Contractor shall accept Orders from the Client Organisation in an electronic format to be

agreed between the Client Organisation and the Contractor.

- 13.2. The Client Organisation may require the Contractor to subscribe to a specified electronic ordering system at the Contractor's expense during the period of the Contract.
- 13.3. Invoices shall be submitted in a format to be agreed between the Client Organisation and the Contractor. The Client Organisation reserves the right to vary their invoicing policy at any time and to require the Contractor to join any electronic invoicing system which the Client Organisation may require at the expense of the Contractor.

## 14. Charges and Payment

### 14.1. The price for the Goods:

- 14.1.1. shall be the price set out in the Order, or if no price is quoted, the price set out in the Supplier's published price list, under this framework, in force at the Commencement Date; and
  - 14.1.2. shall be inclusive of the costs of packaging, insurance and carriage of the Goods. No extra charges shall be effective unless agreed in writing and signed by the Customer.
- 14.2. The charges for the Services shall be set out in the Order and shall be the full and exclusive remuneration of the Supplier in respect of the performance of the Services. Unless otherwise agreed in writing by the Customer, the charges shall include every cost and expense of the Supplier directly or indirectly incurred in connection with the performance of the Services.
- 14.3. The Supplier shall maintain complete and accurate records of the time spent and materials used by the Supplier in providing the Services, and the Supplier shall allow the Customer to inspect such records at all reasonable times on request.
- 14.4. Where the Charges are calculated on a time and materials basis:
- 14.4.1. the Supplier's daily fee rates for each individual person as set out in the Order Form (Schedule 4) are calculated on the basis on an eight-hour day, worked during Business Hours;
  - 14.4.2. the Supplier shall not be entitled to charge on a pro rata basis for part days worked by the Supplier's team during Business Hours, unless it has the Customer's prior written consent to do so;
  - 14.4.3. if the Customer has agreed, in writing, to the Supplier's personnel carrying out specific work outside Business Hours the Supplier may charge for the time so spent by such personnel at an overtime rate of 25% of the daily fee rate set out in Order Form (Schedule 4) pro-rated to reflect the hours worked. The Customer may not charge for work done outside Business Hours in any other circumstances; and
  - 14.4.4. the Supplier shall ensure that every individual whom it engages on the Services completes time sheets to record time spent on the Services, and the Supplier shall indicate the time spent per individual in its invoices.
- 14.5. The Supplier shall invoice the Customer for the Charges at the intervals specified, or on the achievement of the Milestones indicated in the Order Form (Schedule 4). If no intervals are specified, the Supplier shall invoice the Customer at the end of each month for Services performed during that month.
- 14.6. In respect of the Goods, the Supplier shall invoice the Customer on or at any time after completion of delivery. Each invoice shall include such supporting information required by the Customer to

verify the accuracy of the invoice, including but not limited to the relevant purchase order number.

- 14.7. In consideration of the supply of Goods and/or Services by the Supplier, the Customer shall pay the invoiced amounts within 30 days of the date of a correctly rendered invoice to a bank account nominated in writing by the Supplier.
- 14.8. All amounts payable by the Customer under the Contract are exclusive of amounts in respect of valued added tax chargeable from time to time (VAT). Where any taxable supply for VAT purposes is made under the Contract by the Supplier to the Customer, the Customer shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of the Goods and/or Services at the same time as payment is due for the supply of the Goods and/or Services.
- 14.9. If the Customer fails to make a payment due to the Supplier under the Contract by the due date, then the Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause 14.9 will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.
- 14.10. If the Customer disputes a payment in good faith, then the interest payable under clause 14.9 is only payable after the dispute is resolved, on sums found or agreed to be due, from thirty days after the dispute is resolved until payment.
- 14.11. The Customer may at any time, without notice to the Supplier, set off any liability of the Supplier to the Customer against any liability of the Customer to the Supplier, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under the Contract. Any exercise by the Customer of its rights under this clause shall not limit or affect any other rights or remedies available to it under the Contract or otherwise.
- 14.12. The Client Organisation reserves the right to vary its invoicing policy at any time and to require electronic invoices to be directly submitted by the Contractor. Any expenses of the Contractor involved in the submission of electronic invoices shall be met by the Contractor
- 14.13. Where the Contractor enters into a sub-contract with a supplier or contractor for the purpose of performing its obligations under the Agreement, it shall ensure that a provision is included in such a sub-contract which requires payment to be made of all sums due by the Contractor to the sub-contractor within a specified period not exceeding 30 days from the receipt from the receipt of a valid invoice

## 15. Price Changes

- 15.1. The Contract Charges may be varied only upon the occurrence of the following events giving rise to an increase or decrease in such price:
  - 15.1.1. If after twelve months following the commencement of the Contract there has been any change in or cessation or creation of types and rates of duty and tax by whomsoever payable which are payable on the import, purchase, sale, appropriation, processing or use of the Goods and Services under or by virtue of any Act of Parliament.
- 15.2. The Contractor shall give the Contracting Authority at least twenty eight days' notice of any increase or decrease consequent upon any of the events referred to in Condition 15.1.1 and shall satisfy the Contracting Authority as to the reasonableness of any claim for a price increase and for this purpose shall submit such evidence as the Contracting Authority considers necessary.
- 15.3. The Contracting Authority reserves the right to terminate the Agreement forthwith by notice if it deems any increase in price under Condition 15.1.1 to be unreasonable.

- 15.4. Call off prices will be reviewed quarterly, or at some other mutually agreed time, based on actual increases or decreases of the price of the Goods and Services as supplied to the Contractor. To this end, proof of such fluctuations must be produced by the Contractor, and if agreed by the Contracting Authority, any revised prices shall take immediate effect. The Contracting Authority is under no obligation to accept increases in prices proposed by the Contractor, but in the event of failure to agree, the matter shall be determined in accordance with Clause 37 (Termination).

## 16. Value Added Tax (VAT)

- 16.1. The Client Organisation shall be liable to pay to the Contractor such Value Added Tax as may be properly chargeable on the Contractor in respect of the supply of the Goods and Services to the Client Organisation (except to the extent that any such Value Added Tax or related penalties are chargeable because of the breach by the Contractor of the relevant statutory provisions).

## 17. Modifications

- 17.1. The Authorised Officer may require the Contractor in writing to:
- 17.1.1. provide additional Goods and Services of a similar nature to the Goods and Services;
  - 17.1.2. increase or decrease the scope of the Goods and Services or any part of it;
- 17.2. The valuation of modifications made under this Clause shall be calculated by the Authorised Officer as follows:
- 17.2.1. wherever appropriate the valuation shall be ascertained in accordance with the principles used and the rates and prices contained in the Tender;
  - 17.2.2. if the rates and prices in the Tender are not relevant to the modification then the ascertainment of the valuation shall be on a fair and reasonable basis agreed by the parties and if agreement is not possible the matter shall be referred for dispute resolution under Clause 37 (Termination).

## 18. Health and Safety

- 18.1. Health and Safety
- 18.1.1. The Contractor shall comply with the requirements of the Health and Safety at Work etc. Act 1974 so far as they apply to the provision of the Service and throughout the Contract Period the Contractor shall have in place a health and safety policy which complies with all statutory requirements.
  - 18.1.2. The Contractor shall promptly notify the Customer Organisation of any health and safety hazards which may arise in connection with the performance of the Contract.
  - 18.1.3. The Client Organisation shall promptly notify the Contractor of any health and safety hazards which may exist or arise at the Customer Organisation's premises and which may affect the Contractor in the performance of the Contract.
  - 18.1.4. While on the Client Organisation premises, the Contractor shall comply with any health and safety measures implemented by the Customer Organisation or Client Organisation in respect of personnel and other persons working on those premises.





- 18.1.5. The Contractor shall notify the Customer Organisation immediately in the event of any incident or “near miss” occurring in the performance of the Contract on the Client Organisation’s premises where that incident or “near miss” causes, or may cause, any personal injury or damage to property which could give rise to personal injury.
- 18.1.6. The Contractor shall take all necessary measures to comply with the requirements of the Health and Safety at Work etc. Act 1974 and any other Acts, orders, regulations and Codes of Practice relating to Health and Safety which may apply to staff in the performance of the Contract.
- 18.1.7. The Contractor shall ensure that their health and safety policy statement and health and safety management arrangements (as required by the Health and Safety at Work etc. Act 1974) are made available to the Customer Organisation on request.

## 19. General Data Protection Regulations (GDPR)

### PROCESSING PERSONAL DATA

- 19.1. The parties acknowledge that, for the purposes of this Agreement and to the extent the Supplier processes Personal Data on behalf of the Client Organisation, the Client Organisation shall be the Data Controller and Contractor shall be the Data Processor in relation to such Personal Data and paragraphs 19.2 to 19.13 shall apply to such processing.
- 19.2. Each party warrants that it shall:
  - 19.2.1. maintain such records in relation to the processing of the Personal Data as may be required under applicable Data Protection Laws, and, on request, make those records available to any supervisory authority or government authority within 5 working days;
  - 19.2.2. provide such information as may reasonably be required by the other party to comply with its obligations under paragraph 19.2.1; and
  - 19.2.3. on request, co-operate with any supervisory authority or government authority in relation to the processing of Personal Data pursuant to this Agreement.

### CONTRACTOR WARRANTIES

- 19.3. Contractor warrants that it shall:
  - 19.3.1. only process the Personal Data in accordance with the reasonable lawful written instructions of the Client Organisation in compliance with all Data Protection Laws. In the event that the Contractor is under a legal obligation to Process the Personal Data other than under the instructions of the Client Organisation, it shall inform the Client Organisation prior to such processing, except to the extent prohibited by law;
  - 19.3.2. implement appropriate technical and organisational measures to:
    - a. ensure a level of security appropriate to the risks that are presented by processing (in particular from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to the Personal Data) and any other level of security set out in the Specification, taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of the processing of Personal Data, as well as the risk of varying likelihood and severity for the rights and freedoms of the Data Subjects; and
    - b. insofar as it is possible, assist the Client Organisation in the fulfilment of its obligations to respond to requests for the exercising by a Data Subject of its rights under the applicable Data Protection Laws;
  - 19.3.3. provide to the Client Organisation, on request, a written description of the technical and organisational measures implemented pursuant to paragraph 19.3.2;



- 19.3.4. in the case of any accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to the Personal Data arising from any act or omission of Contractor or any of its sub-contractors (a “**Security Breach**”):
- a. notify the Client Organisation without undue delay after having become aware of the Security Breach and
  - b. provide the Client Organisation, on request, with such information and co-operation as may reasonably be required in relation to such Security Breach,
  - c. provided that such notification and co-operation is required under applicable Data Protection Laws.
- 19.3.5. promptly notify the Client Organisation in writing if it receives:
- a. any complaint, notice or communication from any supervisory or government body which relates directly to the processing of the Personal Data or to either party's compliance with applicable Data Protection Laws; and
  - b. any request made by a Data Subject which relates to the Personal Data and is pursued in accordance with their rights under Data Protection Laws, which may include any Data Subject request to know whether their Personal Data is being processed, for access to their Personal Data or for rectification, deletion or erasure of their Personal Data;
- 19.3.6. subject to paragraph 19.2, provide the Client Organisation, on request, with such information and co-operation, as may reasonably be required in relation to any complaint, notice, communication or request which is notified to the Client Organisation pursuant to paragraph 19.3.5; and
- 19.3.7. subject to paragraph 19.2, provide to the Client Organisation, on request, such other assistance as may reasonably be required by the Client Organisation to comply with its own obligations under applicable Data Protection Laws in relation to their use of the Services.
- 19.3.8. Contractor shall ensure that all of its employees:
- a. are informed of the confidential nature of the Personal Data;
  - b. have undertaken training in the laws relating to handling Personal Data;
  - c. and
  - d. are aware both of the Contractor's duties and their personal duties and obligations under such laws and this Agreement
- 19.3.9. provide reasonable assistance to the Client Organisation in relation to its completion of a data protection impact assessment as required by applicable Data Protection Laws in so far as the completion of such data protection impact assessment relates to this amendment.
- 19.4. Any assistance provided by the Contractor to the Client Organisation pursuant to paragraphs 19.3.6 and 19.8.7 shall be subject to payment of a separate fee, as agreed between the parties

## USE OF SUB-CONTRACTORS

- 19.5. The Contractor may subcontract its processing of the Personal Data, provided that the Contractor shall make available to the Client Organisation on request, a current list of those sub-contractors which are used by the Contractor in its performance of its obligations under this amendment, and the purposes for which they are used.
- 19.6. The Client Organisation is deemed to have approved the use of those sub-contractors set out in Schedule 9 (“**Approved Sub-Contractors**”). The rights afforded to the Client Organisation in paragraph 19.7 shall not apply in relation to Approved Sub- Contractors.
- 19.7. The:
- 19.7.1. Contractor shall notify the Client Organisation of its intention to appoint or use a new sub-contractor (which is not an Approved Sub-Contractor), or to use an Approved Sub-Contractor for a materially different purpose, prior to transferring, or continuing to transfer, any Personal Data to such sub-contractor;
  - 19.7.2. If the Client Organisation has a reasonable basis to object to the Contractor's use of such sub-contractor, and such objection directly relates to the Client Organisation's obligations under Data Protection Laws, the Client Organisation shall notify the

- Contractor promptly in writing within 10 working days after receipt of the Contractor's notice;
- 19.7.3. If the Client Organisation makes an objection in accordance with the requirements of paragraph 19.7.2, the Contractor will use reasonable efforts to make available to the Client Organisation an alternative solution or arrangement to avoid the processing of Personal Data by the relevant sub-contractor
- 19.7.4. If the Contractor is unable to make available an alternative solution or arrangement within a reasonable period of time (which shall not exceed 60 days) or the Client Organisation is unwilling to pay any proposed charge by the Contractor to cover the costs of implementing and operating the alternative solution or arrangement, the Client Organisation may, by written notice to the Contractor:
- a. discontinue its use of that part of the Service which is impacted by the Client Organisation's objection; or
  - b. terminate the Schedule 4 Order Form incorporating Schedule 5 Call-Off Terms and Conditions.
  - c. and in either case the Client Organisation shall be entitled to receive a pro rata refund of any prepaid fees for the period following the effective date of the relevant part of the Service being discontinued or termination (as applicable).
- 19.8. The Contractor shall procure that any sub-contractors engaged pursuant to this paragraph 5 shall enter a written contract with the Contractor which contains obligations for the protection of the Personal Data which are no less onerous than those set out in this amendment, and the Contractor shall be fully liable to the Client Organisation to the extent that any sub-contractor (including but not limited to an Approved-Sub- Contractor) fails to fulfil its data protection obligations under such written contract.

#### **TRANSFERS OF PERSONAL DATA OUTSIDE THE EEA**

- 19.9. For any part of the Client Organisation's operations falling within the scope of (until and including 24 May 2018) European Union Data Protection Directive 95/46/EC (or any implementing national laws) or (from and including 25 May 2018) the European Union Regulation (EU) 2016/679, the Contractor shall only transfer Personal Data to countries outside the European Economic Area, if it has provided appropriate safeguards, as required by such Directive or Regulation (as applicable).

#### **RIGHTS OF AUDIT**

- 19.10. At the Client Organisation's reasonable request and subject to the Client Organisation entering into adequate confidentiality agreements (as required by the Contractor), the Contractor shall:
- 19.10.1. make available to the Client Organisation such information as may reasonably be necessary to demonstrate compliance with its obligations under this Agreement, including copies of any audit reports demonstrating compliance with paragraph 19.3.2; and
  - 19.10.2. subject to the restrictions in paragraph 19.11 below, allow the Client Organisation (or an independent, third-party professional auditor engaged by it) to conduct an audit, including inspection and penetration testing, of the Contractor's processing of Personal Data pursuant to this Agreement
- 19.11. When exercising its rights under paragraph 19.10.2 above, the Client Organisation shall:
- 19.11.1. promptly provide the Contractor with information regarding any non- compliance discovered during the course of an audit;
  - 19.11.2. conduct such audits during reasonable times and for a reasonable duration, which shall not unreasonably interfere with the Contractor's day-to-day operations; and
  - 19.11.3. if an audit requires the equivalent of more than one business day of time expended by one or more of the Contractor's employees (or other personnel), the Client Organisation agrees to reimburse Contractor for any additional time expended at Contractor's then current professional services rates.
- 19.12. In relation to any sub-contractors that are engaged pursuant to Clauses 19.5, 19.6, 19.7 and 19.8, the Client Organisation acknowledges and agrees that it is sufficient, for the purposes of satisfying

the requirements of paragraph 19.8, that Contractor has a right to audit those sub-contractors on behalf of the Client Organisation, subject to reasonable restrictions.

## TERMINATION

- 19.13. Upon Completion of the Services, the Contractor shall observe faithfully all instructions regarding the treatment of the Personal Data; including destruction or return of such Personal Data as the Client Organisation may direct.

## 20. Human Rights Act and Other Legislation

- 20.1. The Contractor shall comply with all other relevant statutory and other provisions relating to the provision of the Goods and Services including (but without limitation) the Human Rights Act 1998.

## 21. New Legislation

- 21.1. Without prejudice to Clauses 17 to 20, where new legislation is enacted during the Contract Period which has the effect of changing the manner in which the Goods and Services or any part of the Contract is to be provided the Contractor shall ensure that:
- 21.1.1. the Authorised Officer is informed of the nature and effect of such legislation and the changes necessitated by it in the Goods and Services;
  - 21.1.2. the Goods and Services are provided in accordance with such legislation

## 22. Rights of Third Parties

- 22.1. A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any term of this Agreement.

## 23. Equal Opportunities

- 23.1. The Contractors attention is drawn to the Equality Act 2010 ('the Act')
- 23.2. The Contractor and any sub-contractor employed by the Contractor shall adopt a policy to comply with the Act and any subsequent legislation in respect of equalities which may be enacted during the Contract Period ('the Equalities Legislation'). Accordingly, the Contractor and any employee or subcontractor employed by the Contractor shall not discriminate directly or indirectly against any person because of their age, sex, disability, religion, beliefs, sexual orientation, gender reassignment, pregnancy, maternity or race.
- 23.3. The Contractor and any sub-contractor employed by the Contractor shall observe as far as possible, the Commission for Racial Equality's Code of Practice for Employment as approved by Parliament in 2006 and/or any comparable statutory codes relating to the Equalities Legislation. This gives practical guidance to employers and others on the elimination of racial discrimination and the promotion of equality of opportunity in employment, including monitoring of workforce matters and steps that can be taken to encourage people from minority groups to apply for jobs or take up training opportunities.
- 23.4. In the event of any finding of unlawful discrimination being made against the Contractor or any Sub-contractor employed by the Contractor during the contract period by any court or industrial tribunal or in comparable proceedings in any other jurisdiction, or of an adverse finding in any formal investigation by the Commission for Racial Equality and/or any comparable statutory body relating to the Equalities Legislation over the same period, the Contractor shall inform the Contracting Authority of this finding and shall take appropriate steps to prevent repetition of the

unlawful discrimination.

- 23.5. The Contractor shall, on request, provide the Contracting Authority with details of any steps taken under Condition 23.3 above.
- 23.6. The Contractor shall comply with the Equalities Legislation and shall satisfy the Contracting Authority that:
- 23.6.1. its working practices do not involve the treatment of one group or individual less favourably than any others because of their age, sex, colour, race, nationality, ethnic origin, disability, religious beliefs or sexual orientation on any decision relating to their recruitment or employment with the Contractor and in relation to the delivery of the Goods and Services under this Agreement
  - 23.6.2. policies on discrimination are set out:
    - a. in instructions to those concerned with recruitment, training and promotion;
    - b. in documents available to employees, recognised trade unions or other representative groups of employees;
    - c. in recruitment advertisements or other literature
    - d. in instructions to those concerned with the delivery of the Goods and Services.
  - 23.6.3. The Contractor shall provide such information as the Contracting Authority may reasonably request for the purpose of assessing the Contractor's compliance with this clause 23.6 including, if requested, examples of any instructions or other documents, recruitment advertisements or other literature containing details of monitoring of recruitment and employees.

## 24. Freedom of Information

- 24.1. "FOI" means the Freedom of Information Act 2000, "Exempt Information" means information falling into the exemptions set out in the FOI, "Confidential Information" means information to which the confidentiality or commercial interest's exemptions within the FOI may apply and "Working Day" means Monday to Friday inclusive except bank holidays.
- 24.2. The Client Organisation is bound by the provisions of the FOI and information relating to this Contract and to the provision of the Goods and Services may need to be disclosed to third parties in order for the Client Organisation to meet its obligations under the FOI.
- 24.3. The Contractor shall make all reasonable efforts to assist the Client Organisation in meeting their obligations under the FOI. If the Client Organisation receive an access request under the FOI, the Contractor shall upon request provide:
- 24.3.1. to the Client Organisation a copy of information requested which is held by the Contractor on behalf of the Client Organisation within a period of 5 Working Days;
  - 24.3.2. access to an authorised officer of the Client Organisation, within a period of 5 Working Days, to inspect information held by the Contractor.
- 24.4. Where it is necessary for the Contractor to provide information to the Client Organisation which it believes to be Exempt Information it shall state in writing the nature of the information and the relevant exemption. The Client Organisation will use reasonable endeavours to consult with the Contractor before disclosing such information under the FOI. The Contractor acknowledges that the final decision whether to disclose such information will rest with the Client Organisation

and not with the Contractor. Nothing contained in this Contract or any documents or negotiations relating to this Contract shall prevent the Client Organisation from disclosing any information which (in the Client Organisation reasonable opinion or in accordance with any recommendation, notice or decision of a competent authority) it is required to disclose under the FOI.

- 24.5. The Contractor shall observe the Contracting Authority's Retention and Destruction Policy (details of which shall be provided by the Contracting Authority to the Contractor upon request) and shall not destroy information other than in accordance with this policy. If the Client Organisation notifies the Contractor of a request for information held by the Contractor which is due for destruction the Contractor shall immediately suspend destruction of that information to allow disclosure to take place. Upon the termination of this Contract the parties shall agree which party has the control of the retained information. Should the Contractor retain control of the information this clause shall remain in force beyond the termination of this Contract.
- 24.6. The Contractor shall maintain an adequate records management system which will enable it to access the information within the time limits prescribed.
- 24.7. The Contractor shall indemnify the Client Organisation against all claims, demands, actions, costs, proceedings and liabilities that the Client Organisation directly incurs due to the contractor's or any sub-contractor's breach of this clause 24 or any part of it.

## 25. Confidentiality

- 25.1. The Contractor shall keep confidential all information obtained from the Client Organisation or through its provision of the Goods and Services which is Confidential Information whether or not the Client Organisation designates or marks that Confidential Information as confidential.
- 25.2. Subject to Clause 24 (Freedom of Information) the Client Organisation shall keep confidential all Confidential Information provided to it by the Contractor.
- 25.3. The provisions of Clauses 25.1 and 25.2 shall not apply to any information which:
- i. is or becomes public knowledge (otherwise than by a breach of this clause 24);
  - ii. was in the possession of the party concerned without restriction as to its disclosure before receiving it from the other party; or
  - iii. is received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure.
- 25.4. Nothing in this clause shall prevent the Client Organisation or the Contractor from disclosing information under or in accordance with any legal requirement, or in accordance with any lawful requirements made by the Courts or by any regulatory body or inspectorate established by law.
- 25.5. The Contractor shall ensure that all employees engaged in the provision of the Goods and Services or otherwise with access to information relating to the Goods and Services will abide by this confidentiality clause.
- 25.6. The Contractor shall ensure that the terms of any sub-contract fully reflect the provisions of this clause 25.

## 26. Agency

- 26.1. The Contractor shall not represent itself as being:



- 26.1.1. the servant or agent of the Client Organisation (except as may be authorised under the Contract);
- 26.1.2. authorised to enter into any contract or other obligation on the Client Organisations behalf except as may be authorised under the Contract.

## 27. Warranties and Liability

- 27.1. The Contractor warrants that the Goods will correspond with their specification and will be free from defects in material and workmanship for a minimum period of 12 months from the date of their initial use.
- 27.2. The above warranty is given by the Contractor subject to the following conditions:
  - 27.2.1. The Contractor shall be under no liability in respect of any defect arising from fault within the specification supplied by the Contracting Authority except where the expertise of the Contractor would lead to the reasonable expectation that such fault would have been rectified by the Contractor.
  - 27.2.2. The Contractor shall be under no liability in respect of any defect arising from fair wear and tear, wilful damage, negligence, abnormal working conditions, failure to follow the Contractor's instructions, misuse or alteration or repair of the Goods without the Contractor's approval.
- 27.3. Neither party excludes or limits its liability to the other party for (a) death or personal injury caused by its negligence, (b) fraud or fraudulent misrepresentation, or (c) wilful misconduct.
- 27.4. Subject to paragraph 27.3 but notwithstanding anything else in this Agreement, in no event shall a party have any liability to the other in contract, tort (including negligence) or otherwise arising under or in connection with this Agreement for, and the other party hereby waives and releases any claims it might otherwise have to be compensated in respect of, any of the following: (a) loss of revenue, loss of profit, loss of goodwill, loss of reputation, loss of anticipated savings, loss of business, loss of contracts or regulatory fines and penalties, and (b) any indirect or consequential damage; in either case event if the Party on whose part liability is alleged has been advised of the possibility of such losses or damages.
- 27.5. Subject to paragraphs 27.3 and 27.4, the liability of a party in contract, tort (including negligence) or otherwise arising under or in connection with this Agreement in any twelve (12) month period starting on the date of this Agreement or any anniversary thereof shall be limited to the aggregate Service charges paid or payable by the Authority to the Supplier in such twelve (12) month period, provided that such limit shall not apply to any Service charges duly owed by the Authority to the Supplier.

## 28. Indemnity and Insurance

- 28.1. The Supplier shall indemnify the Customer against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by the Customer arising out of or in connection with:
  - 28.1.1. any claim made against the Customer for actual or alleged infringement of a third party's intellectual property rights arising out of, or in connection with, the manufacture, supply or use of the Goods, or receipt, use or supply of the Services (excluding the Customer Materials);





- 28.1.2. any claim made against the Customer by a third party for death, personal injury or damage to property arising out of, or in connection with, defects in the Goods, as delivered, or the Deliverables; and
- 28.1.3. any claim made against the Customer by a third party arising out of or in connection with the supply of the Goods, as delivered, or the Services.
- 28.2. During the term of this agreement and for a period of five years after the expiry or termination of this agreement, the Supplier shall maintain in force, with a reputable insurance company, professional indemnity insurance at an amount not less than £500,000 and public liability insurance at an amount not less than £5,000,000 to cover the liabilities that may arise under or in connection with this Agreement, in both cases in the aggregate annually, and shall produce to the Customer on request both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance.
- 28.3. This clause 28 shall survive termination of the Contract.
- 28.4. The Contractor must take out and maintain employer's liability insurance in a minimum amount for each and every claim, act or occurrence or series of claims, acts or occurrences which complies with statutory requirements (which at the date of this Contract is £5,000,000).

## 29. Use of Client Organisation's Premises

- 29.1. The Contractor shall not carry out any work at any premises owned or occupied by the Client Organisation (including any premises leased by the Client Organisation to the Contractor) other than the Service or acts, incidental to it.

## 30. Security

- 30.1. The Contractor shall comply with the Client Organisations security procedures at the Client Organisations premises used or occupied by the Contractor in connection with the provision of the Goods and Services.
- 30.2. The Contractor shall use its best endeavours to ensure that access to any such premises is restricted to its staff and essential visitors.
- 30.3. The Contractor shall issue to its staff that have access to any relevant premises, security passes in such form as the Client Organisation may require.
- 30.4. The Contractor shall be responsible for the safekeeping of any keys, passes and other means of access provided by the Client Organisation and shall only permit them to be given to the staff whose names and addresses have been supplied to the Client Organisation and then only to the extent required for the purposes of providing the Goods and Services. The Contractor shall ensure that the Authorised Officer is informed immediately of the loss of any keys, passes and other means of access and shall pay the cost of replacement and/or any reasonable security measures implemented as a result of such loss.

## 31. Assignment and Sub-Contracting

- 31.1. The Contracting Authority shall only assign the Contract when required by operation of law including, but without limitation, by reason of the reorganisation of Local Government.
- 31.2. The Contractor shall not:
  - 31.2.1. assign the Contract in whole or in part;



- 31.2.2. sub-contract the provision of the Goods and Services in whole or in part without the previous written consent of the Authorised Officer which shall not relieve the Contractor from any liability under the Contract. The Contractor shall be responsible for the acts, defaults or neglect of any sub-contractors, as if they were the acts, defaults or neglect of the Contractor.
- 31.3. Where the Customer Organisation has agreed that the provision of the Service may be sub contracted in whole or in part then the Contractor shall ensure that a provision is included in such a sub-contract which requires payment to be made of all sums due by the Contractor to the subcontractor within a specified period not exceeding 30 days from the receipt of a valid invoice. In addition, any contract between the Contractor and any sub-contractor, conditions of contract shall be included which replicate conditions 31.1 and 31.2 above together with such other conditions which the Customer Organisation may from time to time specify shall be included in any such sub-contract.

## 32. Legal Proceedings

- 32.1. The Contractor shall notify the Authorised Officer of any accident, damage, claim or breach of any statutory provision relating to the Goods and Services as soon as reasonably possible after becoming aware of such matter.
- 32.2. If required by the Authorised Officer, the Contractor shall provide relevant information and assistance in connection with any legal inquiry, arbitration, court proceedings or internal disciplinary proceedings relating to the Goods and Services and if required shall give evidence in such inquiries or proceedings or hearings.
- 32.3. If at any time during the Contract Period the Contractor is convicted of any offence referred to in Regulation 57(1) of the Public Contracts Regulations 2015 (in this clause 'the Regulations') or if an event occurs which would have entitled the Authority to treat the Contractor as ineligible for selection under Regulation 57(8)) of the Regulations then the Contractor shall immediately inform the Customer Organisation of this fact and shall provide such further information as the Customer Organisation may require.

## 33. Local Government Ombudsman

- 33.1. The Contractor should note that if a complaint is made to the Client Organisation by a third party relating to the Goods and Services the Local Government Ombudsman has the power to investigate such complaint and the Client Organisation requires the Contractor fully to co-operate in such investigation. If the Client Organisation Participant is found guilty of misadministration or injustice by the Local Government Ombudsman because of the act or default of the Contractor, the Contractor shall indemnify the Client Organisation in respect of the costs arising from such misadministration or injustice.

## 34. TUPE

- 34.1. During the last year of the Contract Period the Contractor will provide to the Customer Organisation upon request such details as the Customer Organisation considers are necessary to disclose to potential tenderers for the future letting of this Contract relating to the Transfer of Undertakings (Protection of Employment) Regulations 2006 ('TUPE') or any equivalent provisions then in force. Such details relate primarily to the Contractor's employees' terms and conditions of service, length of service, etc.

## 35. Best Value



35.1. In accordance with Part 1 of the Local Government Act 1999 the Customer Organisation may from time to time review the Service in pursuance of the Customer Organisation's wide commitment to continuing Service improvement, having regard to a combination of economy, efficiency and effectiveness and the Contractor shall: -

- 35.1.1. Participate in and fully co-operate with such reviews; and
- 35.1.2. Provide such assistance and information including, but without limitation, accounting and other record books, business plans, quality assurance, service records and service plans as may be reasonably required by the Authority in relation to the Service.

## 36. Dispute Resolution

- 36.1. Any dispute or difference (in this Clause 'the dispute') which arises between the Contracting Authority and the Contractor as to the construction of this Agreement, as to their respective rights, duties and obligations or as to any other matter arising out of or connected with the Agreement shall be determined in accordance with the provisions of this Clause.
- 36.2. The Contracting Authority and the Contractor shall submit the dispute to a neutral adviser appointed by agreement between them to assist them in resolving the dispute. Either party may give written notice to the other describing the nature of the dispute, requiring it to be submitted to such a neutral adviser and proposing the name of a suitable person to be appointed. If no such person is appointed by agreement within 14 days after such notice is given, or, if no such notice is given within 28 days after the dispute has arisen, either party may request the Centre for Dispute Resolution to appoint a neutral adviser acceptable to both parties.
- 36.3. The parties shall, with the assistance of the neutral adviser appointed in accordance with Clause 36.2 above, seek to resolve the dispute by using an alternative dispute resolution (in this clause 'ADR') procedure agreed between the parties or, in default of such agreement established by a mutual adviser.
- 36.4. If the parties accept any recommendations made by the neutral adviser or otherwise reach agreement as to the resolution of the dispute, such agreement shall be recorded in writing and signed by the parties and, if applicable, the neutral adviser and it shall be binding upon both parties.
- 36.5. If:
  - 36.5.1. The dispute has not been resolved to the satisfaction of the parties within 60 days after the appointment of the neutral adviser; or
    - a. Either party fails or refuses to agree or participate in the ADR procedure; or
    - b. In any event the dispute is not resolved within 90 days after it has arisen
    - c. then the dispute shall be resolved under Clause 36.6 below.
- 36.6. Any dispute which is to be resolved under this Clause shall be resolved by the decision of an expert whose decision shall, save as to manifest error, be final and binding on the parties. The expert shall be appointed by agreement between the parties or, if within ten days after the dispute falls to be resolved, the parties have been unable to agree then on application of either of the parties to the President for the time being of the Chartered Institute of Arbitrators.
- 36.7. Any costs and fees incurred by the parties which are not met in accordance with an agreement reached through the ADR procedure or in accordance with a decision reached by the expert under Clause 36.6 above shall be borne by the parties by whom they were incurred.

## 37. Termination

- 37.1. Without affecting any other right or remedy available to it, the Customer may terminate the Contract:
- 37.1.1. with immediate effect by giving written notice to the Supplier if:
    - a. there is a change of control of the Supplier; or
    - b. the Supplier's financial position deteriorates to such an extent that in the Customer's opinion the Supplier's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy; or
    - c. the Supplier commits a breach of clause 8.3.8,
  - 37.1.2. for convenience by giving the Supplier three months' written notice.
- 37.2. Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if:
- 37.2.1. the other party commits a material breach of any term of the Contract which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 14 days after being notified in writing to do so;
  - 37.2.2. the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction; or
  - 37.2.3. the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business.

## 38. Consequences of termination

- 38.1. On termination of the Contract, the Supplier shall immediately deliver to the Customer all Deliverables whether or not then complete and return all Customer Materials. If the Supplier fails to do so, then the Customer may enter the Supplier's premises and take possession of them. Until they have been returned or delivered, the Supplier shall be solely responsible for their safe keeping and will not use them for any purpose not connected with the Contract.
- 38.2. Termination or expiry of the Contract shall not affect the parties' rights and remedies that have accrued as at termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.
- 38.3. Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Contract shall remain in full force and effect.

## 39. Recovery of Sums Due to the Client Organisation

- 39.1. If any amounts are payable by the Contractor to the Client Organisation, they may be deducted from the Contract Charges or any amount payable under any other contract with the Client

Organisation.

## 40. Default

- 40.1. If the Contractor has defaulted in the provision of the Goods and Services (whether through failure to adhere to the Contract Standards or otherwise) and the Client Organisation has either suffered a direct loss in consequence and/or the reputation of the Client Organisation has been, or is likely to be, adversely affected then the Client Organisation may, without prejudice to any other remedy available to it, either:
  - 40.1.1. make such deduction from the Contract Charges (if payable) as the Client Organisation may reasonably determine by way of compensation; or
  - 40.1.2. without terminating the Contract itself provide or arrange for the provision of the Goods and Services or any part of them until such time as the Contractor has satisfied the Client Organisation that the Contractor is able to provide the Goods and Services or the relevant part of it to the Contract Standard and during such period the Contractor's provision of the Goods and Services in whole or in part shall be suspended; or
  - 40.1.3. without terminating the whole of the Contract determine the Contract in respect of part of the Goods and Services and provide or arrange to be provided such part of the Goods and Services itself or by a third party; or
  - 40.1.4. determine the whole Contract.
- 40.2. The Client Organisation may charge the Contractor any cost reasonably incurred by it together with any reasonable administration costs in respect of the provision of the Goods and Services in whole or in part by itself or by a third party to the extent that such costs exceed the relevant Contract Charges.
- 40.3. Where the failure to reach the Contract Standards is capable of remedy by the Contractor, then the Client Organisation may require the Contractor at its own cost to remedy the failure and for the avoidance of doubt a failure to perform includes a failure to remedy.
- 40.4. The remedies in this Clause 40 may be exercised successively in respect of separate failures by the Contractor.

## 41. Option to Extend

- 41.1. At any time before, but no later than 30 days before the Completion Date the Client Organisation may require the Contractor to continue to provide the Goods and Services for a further term as specified in the Order Form, Schedule 4.
- 41.2. The Contractor shall continue to provide the Goods and Services on the existing terms of the Contract (except for this option to extend) for the term specified.

## 42. Disclosure and Barring Service (“DBS” Checks)

- 42.1. It is the Contracting Authority's policy that all staff and volunteers in positions eligible for a Disclosure and Barring Service Check must have satisfactory Enhanced DBS checks with a barred list check and references prior to appointment. This applies also to all organisations that work in partnership with the Contracting Authority and which whose workforce falls within the definition of regulated activity as described below:
  - 42.1.1. Regulated activity relating to children



- 42.1.2. Unsupervised activities: teach, train, instruct, care for or supervise children, or provide advice/guidance on well-being, or drive a vehicle only for children;
- 42.1.3. Work for a limited range of establishments ('specified places'), with opportunity for contact: for example, schools, children's homes, childcare premises. Not work by supervised volunteers;
- 42.1.4. relevant personal care, e.g. washing or dressing; or health care by or supervised by a professional;
- 42.1.5. registered childminding; and foster-carers.
- 42.1.6. Work under (42.1.2) or (42.1.2) is regulated activity only if done regularly: "regularly" is defined in detail on the links below.

<http://www.education.gov.uk/childrenandyoungpeople/safeguardingchildren/a00209802/disclosure-barring>

## 43. Complaints Procedure

### 43.1. The Contractor shall:

- 43.1.1. Draw up a complaint's procedure.
- 43.1.2. Operate it from the beginning of the Contract Period.
- 43.1.3. At the Customer Organisation's request provide a copy to it.

### 43.2. The complaints procedure must either:

- 43.2.1. Be approved by the Customer Organisation (and the Customer Organisation will not be unreasonable or delay in giving its approval); or
- 43.2.2. Comply with the requirements of any regulatory body to which the Contractor is subject including any change in such requirements.

### 43.3. At the Customer Organisation's reasonable request, the Contractor shall supply it with a copy of the Contractor's records relating to complaints made in relation to the Service and the Contractor's response.

## 44. Sustainability

- 44.1. In providing the Goods and Services the Contractor shall meet the sustainability requirements set out in the Specification.
- 44.2. The Contractor shall comply with the provisions of its environmental policy in relation to the provisions of the Goods and Services.
- 44.3. Throughout the Contract Period the Contractor shall make all reasonable endeavours to reduce any negative impact on the environment caused by the production and the delivery of the Goods and Services. If during the Contract Period the Contractor wishes to change any of the materials, technologies or working practices used in connection with the production and delivery of the Goods and Services, the Contractor must notify the Contracting Authority detailing the changes, any possible impact on the Contract Charges or the Contract Standards and must also include an evaluation of the environmental impact of the proposed changes. If the Contracting Authority

agrees to the variation the Contractor shall implement the changes in accordance with the Variation Clause. The application must define the proposed changes, indicate the impact on the Contract Charges or the Contract Standards and must contain an evaluation of the environmental impact of the proposed changes. If the Contracting Authority agrees to the variation the Contractor shall be free to implement the proposed changes.

## 45. Intellectual property rights

- 45.1. All Intellectual Property Rights in or arising out of or in connection with the Services (other than Intellectual Property Rights in any Customer Materials) shall be owned by the Supplier.
- 45.2. The Supplier grants to the Customer or shall procure the direct grant to the Customer of, a fully paid-up, worldwide, non-exclusive, royalty-free [perpetual and irrevocable licence to copy and modify the Deliverables (excluding Customer Materials) for the purpose of receiving and using the Services and the Deliverables.
- 45.3. The Customer shall not sub-license, assign or otherwise transfer the rights granted by clause 45.2
- 45.4. The Customer grants the Supplier a fully paid-up, non-exclusive, royalty-free non-transferable licence to copy and modify any materials provided by the Customer to the Supplier for the term of the Contract for the purpose of providing the Services to the Customer.
- 45.5. All Customer Materials are the exclusive property of the Customer.

## 46. Force majeure

- 46.1. Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under it if such delay or failure results from events, circumstances or causes beyond its reasonable control.

## 47. General

### 47.1. Assignment and other dealings.

- 47.1.1. The Customer may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with all or any of its rights and obligations under the Contract.
- 47.1.2. The Supplier shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract without the prior written consent of the Customer.

### 47.2. Notices.

- 47.2.1. Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, or sent by pre-paid first-class post or other next working day delivery service, commercial courier, fax or email.
- 47.2.2. A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 47.2.1; if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that

the courier's delivery receipt is signed; or, if sent by fax or email, one Business Day after transmission.

- 47.2.3. This clause 47.2 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any other method of dispute resolution.
- 47.3. **Severance.** If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause 47.3 shall not affect the validity and enforceability of the rest of the Contract.
- 47.4. **Waiver.** A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.
- 47.5. **No partnership or agency.** Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute either party the agent of the other, or authorise either party to make or enter into any commitments for or on behalf of the other party.
- 47.6. **Entire agreement.** The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 47.7. **Third party rights.**
- 47.7.1. Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.
- 47.8. **Variation.** Except as set out in these Conditions, no variation of the Contract, including the introduction of any additional terms and conditions, shall be effective unless it is agreed in writing and signed by the parties or their authorised representatives.
- 47.9. **Governing law.** The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.
- 47.10. **Jurisdiction.** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.

## APPENDIX 1 - MANDATORY POLICIES

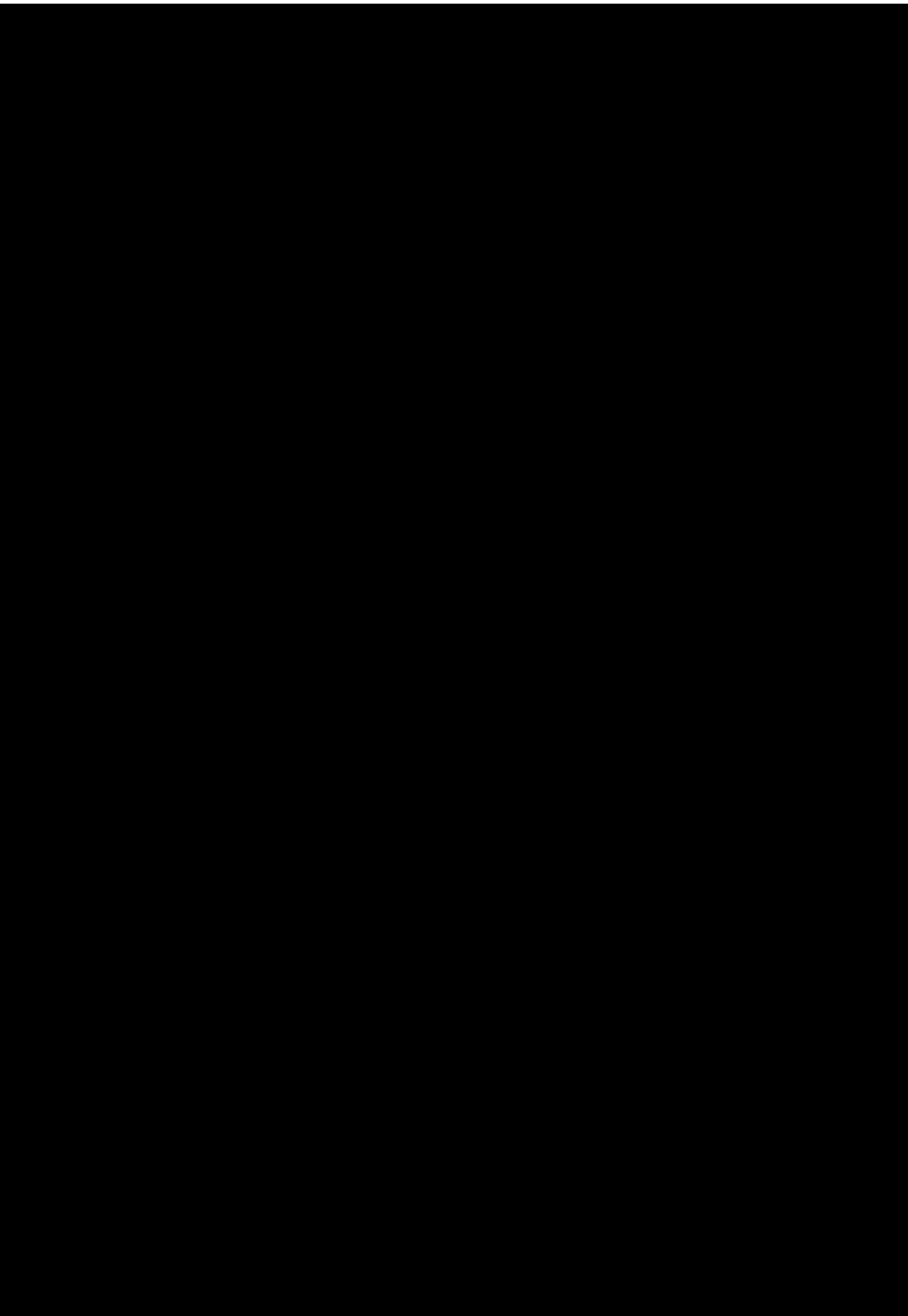
### CONTRACT DURATION

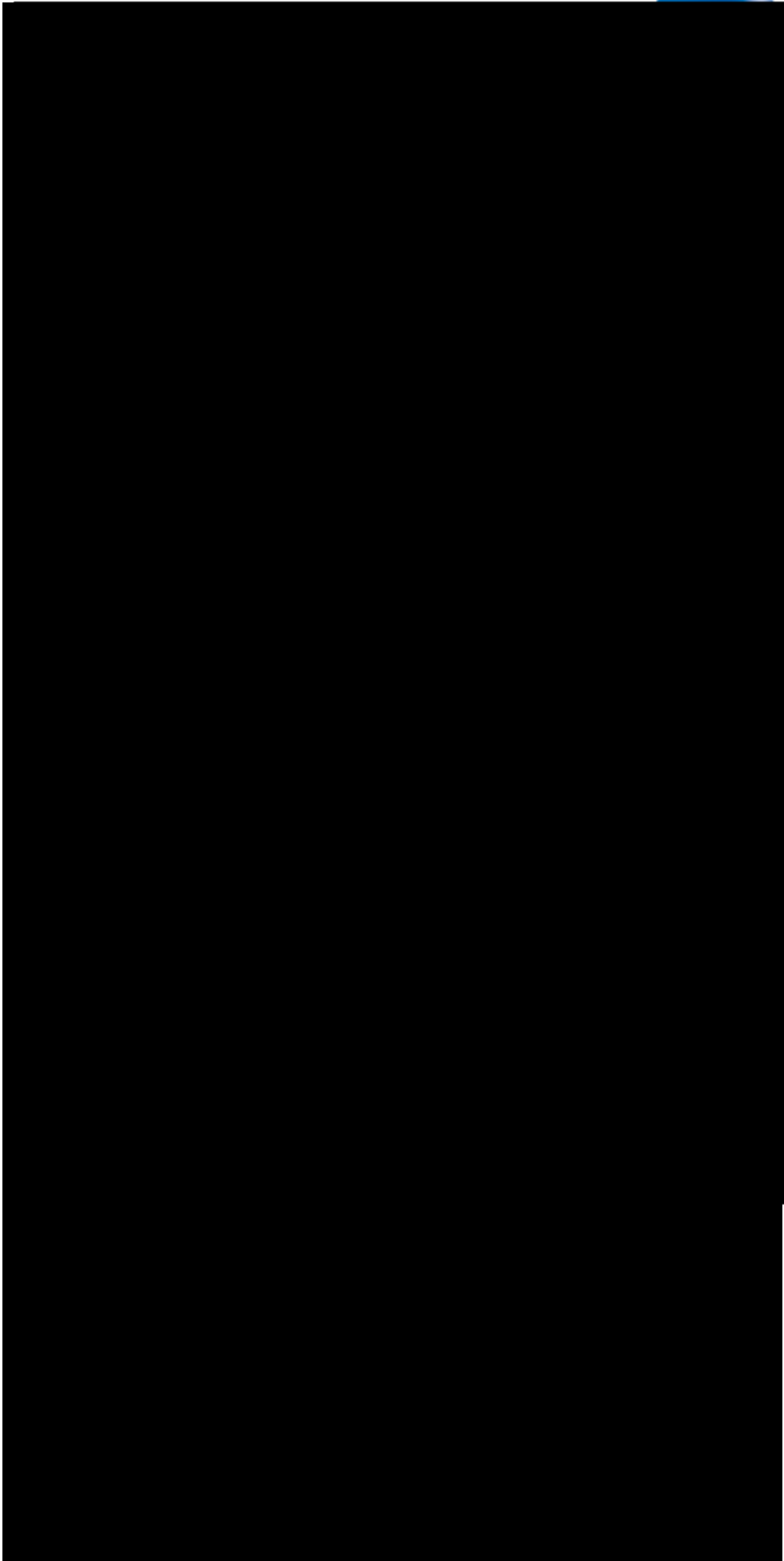
This contract shall commence on 19<sup>th</sup> October 2022 and end on 18<sup>th</sup> October 2023

### REQUIREMENT

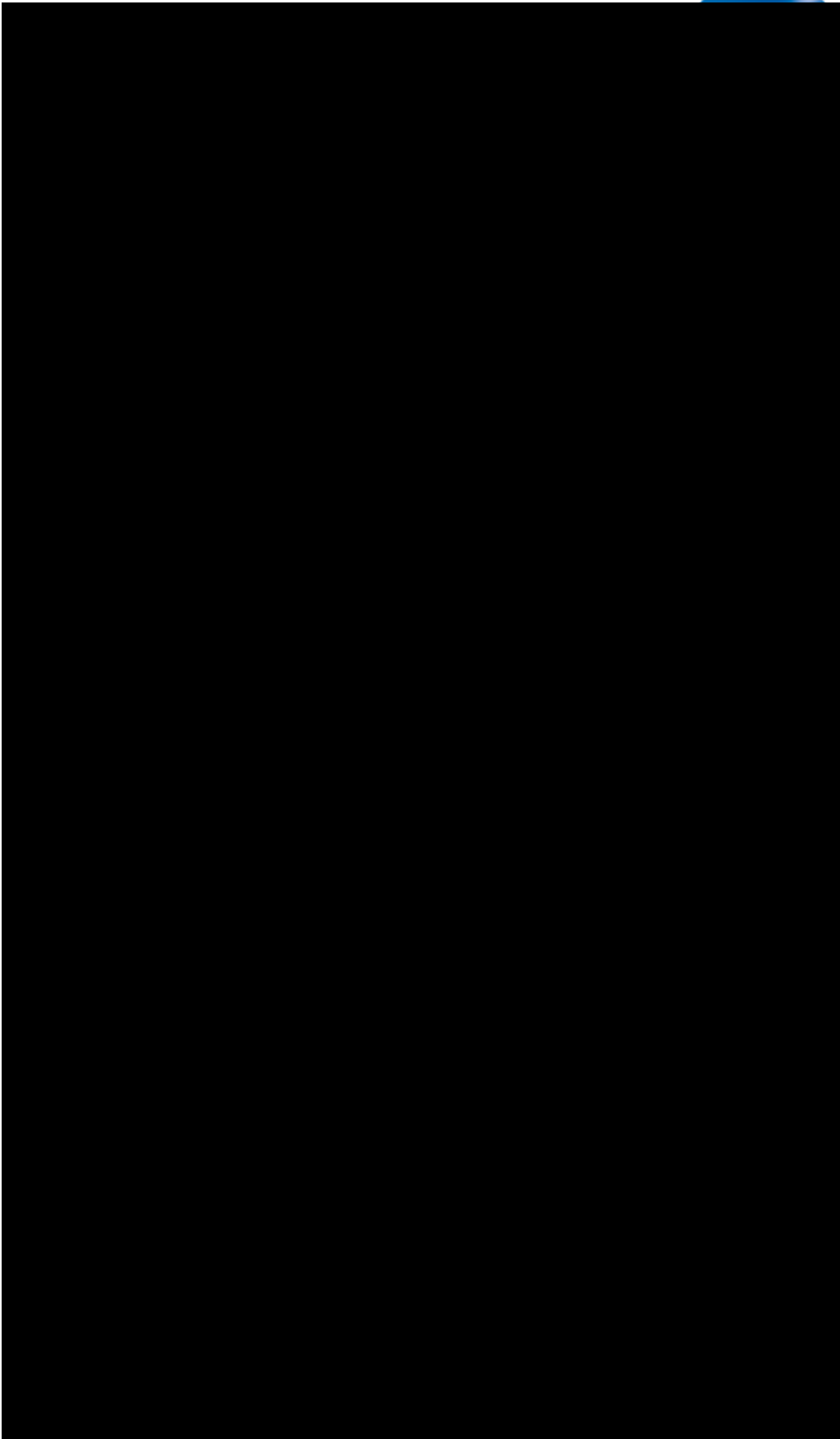
The supplier shall provide UKRI the following requirements:

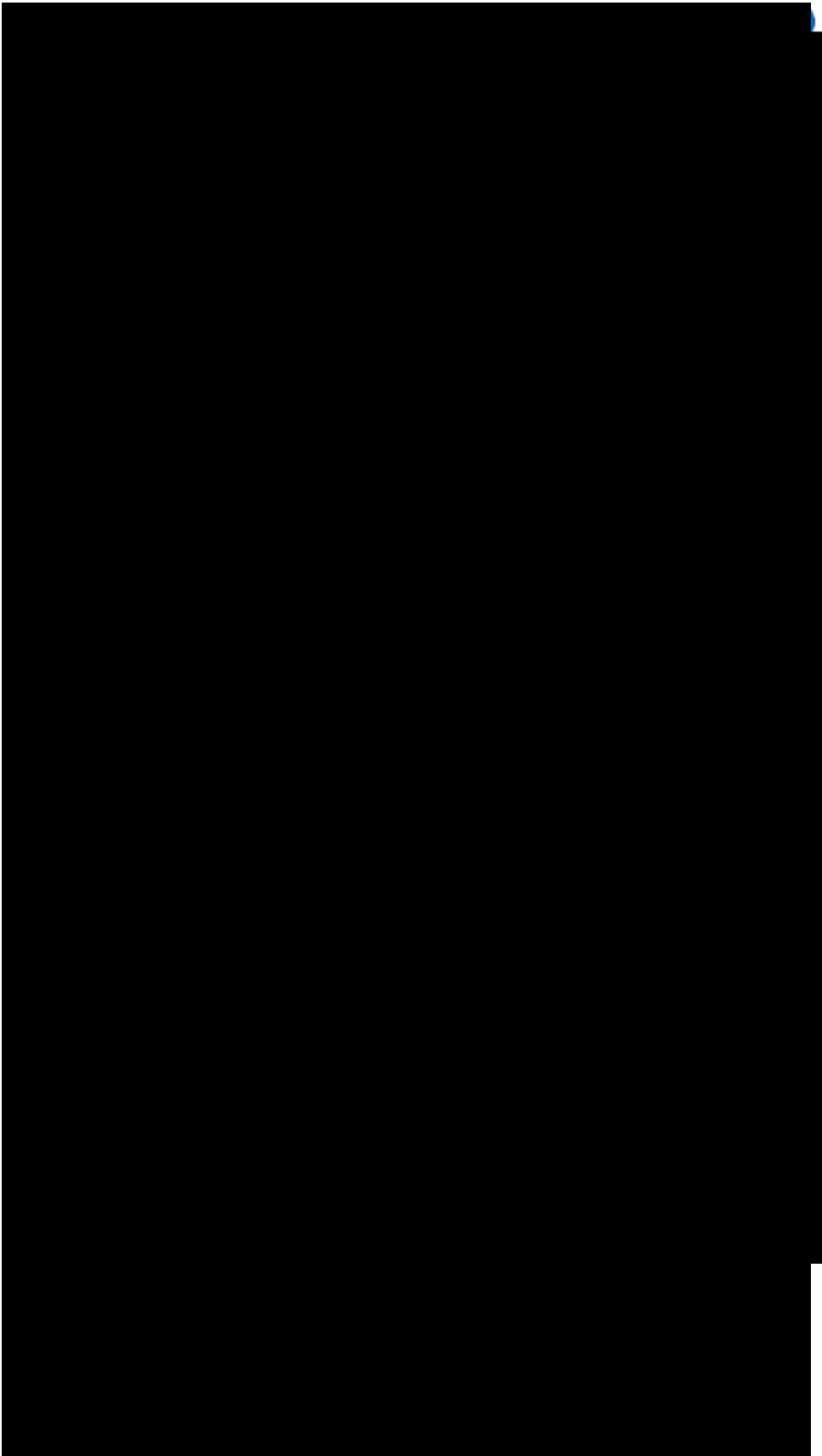
Total Cost of Support up until 18 <sup>th</sup> October 2023	£36,889.51
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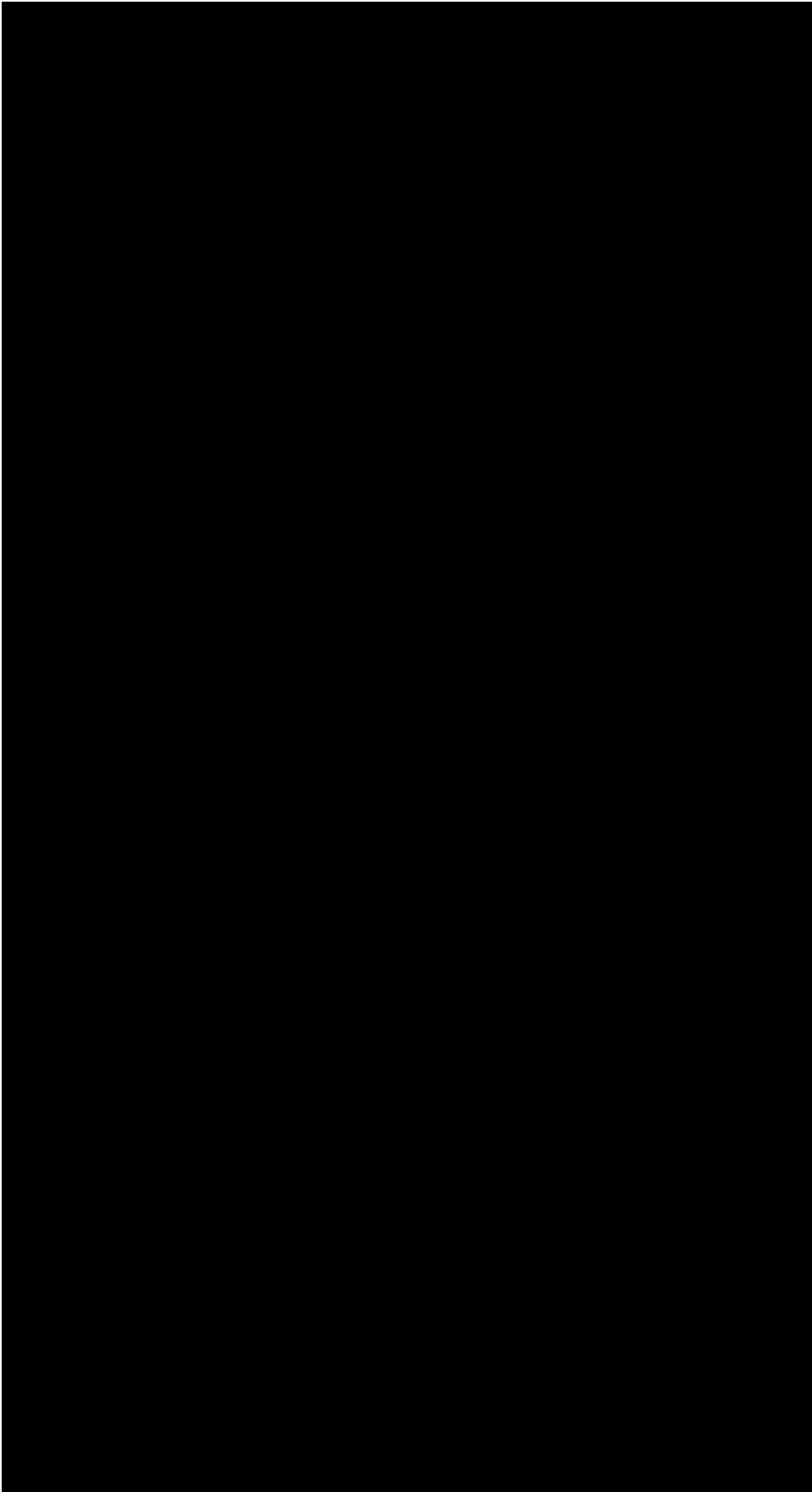


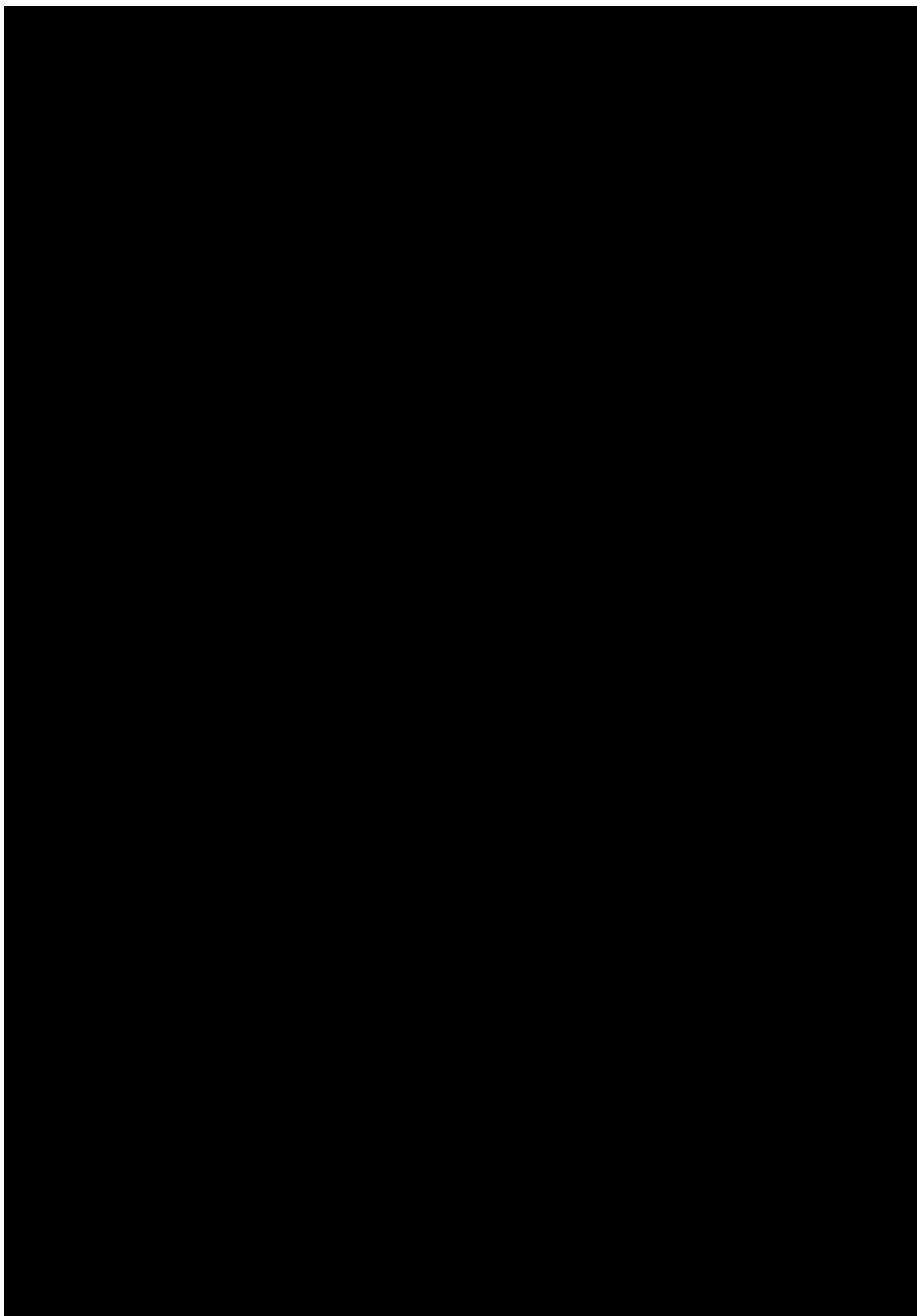












Total Cost of Support up until 18 <sup>th</sup> October 2023	£36,889.51
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**DELIVERY ADDRESS**

UK RESEARCH & INNOVATION (UKRI), Polaris House, North star Avenue, Swindon, Wiltshire, SN2 1FL.

**COMMERCIALS**

The total contract value shall not exceed £36,889.51 excluding VAT as per the above breakdown