

WARRINGTON
Borough Council



Contract for
Warrington Green Belt Assessment

DN781744

October 2025

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

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II. Cover Letter

Buyer:

Warrington Borough Council
East Annex
Town Hall
Warrington
WA1 1UH

Supplier:

AECOM Limited
Aldgate Tower,
2 Lemn Street,
London
E1 8FA.

Attn: Ben Castell

By email to: ben.castell@aecom.com

Date: 21st October 2025

Your ref:

Our ref: DN781744

Dear Ben,

Following your tender/proposal for the supply of the Warrington Green Belt Assessment to Warrington Borough Council as per the Service Specification in Annex 2, we are pleased confirm our intention to award this Contract to you.

The attached Order Form, contract Conditions and the Annexes set out the terms of the Contract between Warrington Borough Council and AECOM Limited for the provision of the Deliverables set out in the Order Form.

We thank you for your co-operation 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 this Contract by signing and returning the Order Form to Janet Potts at the following email address: Janet.potts@warrington.gov.uk within 7 days from the date of the Order Form. No other form of acknowledgement will be accepted. Please remember to include the reference number(s) 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 us.

Yours faithfully,

Janet Potts

Procurement Officer

III. Order Form

1. Contract Reference	DN781744	
2. Buyer	Warrington Borough Council East Annex Town Hall Warrington WA1 1UH	
3. Supplier	AECOM Limited Aldgate Tower, 2 Lemn Street, London E1 8FA. Company registration number: 01846493	
4. The Contract	<p>This Contract between the Buyer and the Supplier is for the supply of Deliverables.</p> <p>The Supplier shall supply the Deliverables described below on the terms set out in this Order Form and the attached contract conditions ("Conditions") and Annexes.</p> <p>Unless the context otherwise requires, capitalised expressions used in this Order Form have the same meanings as in the Conditions.</p>	
5. Deliverables	Goods	<ul style="list-style-type: none"> None
	Services	<p>Description: as set out</p> <ul style="list-style-type: none"> in Annex 2 – Specification in the Supplier's tender as set out in Annex 4 – Supplier Tender <p>The Services are:</p> <ul style="list-style-type: none"> To be performed at each of the areas indicated in the Specification in Annex 2 and as per the Supplier's tender in Annex 4. Date(s) of Delivery: From the Contract start date for a period of 3 years and 3 months
6. Specification	<p>The specification of the Deliverables is as set out</p> <ul style="list-style-type: none"> in Annex 2 – Specification in the Supplier's tender as set out in Annex 4 – Supplier Tender 	
7. Start Date	30 th September 2025	

8. Expiry Date	22 nd December 2028
9. Extension Period	Not applicable
10. Buyer Cause	Any Material 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.
11. Optional Intellectual Property Rights ("IPR") Clauses	Not applicable
12. Charges	<ul style="list-style-type: none"> The Charges for the Deliverables shall be as set out in the Supplier's tender as set out in Annex 3 – Charges and Annex 4 – Supplier Tender.
13. Payment	<p>Payment of valid and undisputed invoices will be made within 10* days of receipt of the invoice or, if later, the date by which the payment falls due in accordance with the invoice, which must be submitted promptly by the Supplier. A 1% rebate* will be collected by Warrington Borough Council. (* Payment target date and rebate as per Premier Supplier Scheme, which the supplier elected to opt in to in their tender submission).</p> <p>All invoices must be sent, quoting a valid Purchase Order Number (PO Number) and any other relevant details including the minimum required information set out in Section 68(9) of the Procurement Act 2023, to: bsc-invoices@warrington.gov.uk</p> <p>Within 10 Working Days of receipt of your countersigned copy of this Order Form, 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, item number (if applicable) and the details (name, email, and telephone number) of your Buyer contact (i.e., Buyer Authorised Representative). Non-compliant invoices may be sent back to you, which may lead to a delay in payment.</p> <p>Payments will be made to Payee Name: AECOM Ltd Account Number: 49780069 Sort Code: 30-16-35</p> <p>If you have a query regarding an outstanding payment please contact our Accounts Payable team either by email to: paymentqueries@warrington.gov.uk between 09:00-17:00 Monday to Friday.</p>
14. Data Protection Liability Cap	In accordance with clause 12.6 of the Conditions, the Supplier's total aggregate liability under clause 14.5.4 of the Conditions is no more than the Data Protection Liability Cap, being £5 million.

<p>15. Progress Meetings and Progress Reports</p>	<p>The Provider shall maintain regular and open dialogue with the nominated individual from the provider and a nominated point of contact in each local authority area.</p> <p>The Provider will attend regular update discussions with Warrington Borough Council, either via email or Teams meetings as scheduled by local authority authorised representatives.</p>												
<p>16. Buyer Authorised Representative (s)</p>	<p>For general liaison your contact will continue to be Jade Gilman jade.gilman@warrington.gov.uk or, in their absence, Michael Bell Michael.Bell@warrington.gov.uk</p>												
<p>17. Supplier Authorised Representative (s)</p>	<p>For general liaison your contact will continue to be David Carlisle, Project Manager, david.a.carlisle@aecom.com, or, in their absence, Ben Castell, Director, Town Planning, ben.castell@aecom.com, 07739 498458 or, Rosie Cox, Deputy Project Manager, rosie.cox@aecom.com</p>												
<p>18. Address for notices</p>	<p>In accordance with clause 26.1, all notices under the Contract shall be in writing and will be served by e-mail unless it is not practicable to do so.</p> <table border="0" style="width: 100%;"> <tr> <td style="width: 50%;">Michael Bell</td> <td style="width: 50%;">AECOM Limited</td> </tr> <tr> <td>Michael.Bell@warrington.gov.uk</td> <td>ben.castell@aecom.com</td> </tr> <tr> <td>Attention: Michael Bell, Planning, Programme and Programme Manager</td> <td>Attn: Ben Castell, Director, Town Planning</td> </tr> <tr> <td>Address: 1 Time Square, Warrington WA1 2NT.</td> <td>Address: Aldgate Tower, 2 Leman Street, London E1 8FA.</td> </tr> </table>	Michael Bell	AECOM Limited	Michael.Bell@warrington.gov.uk	ben.castell@aecom.com	Attention: Michael Bell, Planning, Programme and Programme Manager	Attn: Ben Castell, Director, Town Planning	Address: 1 Time Square, Warrington WA1 2NT.	Address: Aldgate Tower, 2 Leman Street, London E1 8FA.				
Michael Bell	AECOM Limited												
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Address: 1 Time Square, Warrington WA1 2NT.	Address: Aldgate Tower, 2 Leman Street, London E1 8FA.												
<p>19. Key Staff</p>	<table border="0" style="width: 100%;"> <thead> <tr> <th style="text-align: left;">Key Staff Role:</th> <th style="text-align: left;">Key Staff Name</th> <th style="text-align: left;">Contact Details:</th> </tr> </thead> <tbody> <tr> <td>Ben Castell, Director, Town Planning,</td> <td>ben.castell@aecom.com,</td> <td>07739 498458</td> </tr> <tr> <td>David Carlisle, Project Manager,</td> <td>david.a.carlisle@aecom.com</td> <td></td> </tr> <tr> <td>Rosie Cox, Deputy Project Manager,</td> <td>rosie.cox@aecom.com</td> <td></td> </tr> </tbody> </table>	Key Staff Role:	Key Staff Name	Contact Details:	Ben Castell, Director, Town Planning,	ben.castell@aecom.com,	07739 498458	David Carlisle, Project Manager,	david.a.carlisle@aecom.com		Rosie Cox, Deputy Project Manager,	rosie.cox@aecom.com	
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Ben Castell, Director, Town Planning,	ben.castell@aecom.com,	07739 498458											
David Carlisle, Project Manager,	david.a.carlisle@aecom.com												
Rosie Cox, Deputy Project Manager,	rosie.cox@aecom.com												
<p>20. Procedures and Policies</p>	<p>For the purposes of the Contract the: The Buyer's staff vetting requirements are: (i) as set out in Annex 6 - Security Management</p>												
<p>21. Optional Security Requirements</p>	<p>Not applicable.</p>												
<p>22. Special Terms</p>	<p>Not applicable</p>												
	<p>Not applicable</p>												
	<p>Not applicable</p>												

23. Incorporated Terms	<p>The following documents are incorporated into the Contract. If there is any conflict, the following order of precedence applies:</p> <ul style="list-style-type: none"> (a) The cover letter from the Buyer to the Supplier dated 21st October 2025 (b) This Order Form (c) The following Annexes in equal order of precedence: <ul style="list-style-type: none"> i. Annex 1 – Processing Personal Data ii. Annex 2 – Specification iii. Annex 3 – Charges iv. Annex 4 – Supplier Tender v. Annex 6 - Security <p>unless any part of the Tender offers a better commercial position for the Buyer (as decided by the Buyer, in its absolute discretion), in which case that part of the Tender will take precedence over the documents above.</p>
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Signed for and on behalf of the Supplier	Signed for and on behalf of the Buyer
Name: Sarah Ward Technical Director	Name: Stephen Hunter Director of Place
Date:	Date:
Signature:	Signature:

This Order Form will be signed electronically by both Parties.

IV. Short form Terms ("Conditions")

1 DEFINITIONS USED IN THE CONTRACT

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

"Affiliates"	in relation to a body corporate, any other entity which directly or indirectly Controls (in either of the senses defined in sections 450 and 1124 of the Corporation Tax Act 2010 and " Controlled " shall be construed accordingly), is Controlled by, or is under direct or indirect common Control of that body corporate from time to time;
"Audit"	<p>the Buyer's right to:</p> <ul style="list-style-type: none"> (a) verify the accuracy of the Charges and any other amounts payable by the Buyer under the Contract (including proposed or actual variations to them in accordance with the Contract); (b) verify the costs of the Supplier (including the costs of all Subcontractors and any third party suppliers) in connection with the provision of the Deliverables; (c) verify the Supplier's and each Subcontractor's compliance with the applicable Law; (d) identify or investigate actual or suspected breach of clauses 4 to 33 (inclusive), impropriety or accounting mistakes or any breach or threatened breach of security and in these circumstances the Buyer shall have no obligation to inform the Supplier of the purpose or objective of its investigations; (e) identify or investigate any circumstances which may impact upon the financial stability of the Supplier and/or any Subcontractors or their ability to provide the Deliverables; (f) obtain such information as is necessary to fulfil the Buyer's obligations to supply information for parliamentary, ministerial, judicial or administrative purposes including the supply of information to the Comptroller and Auditor General; (g) review any books of account and the internal contract management accounts kept by the Supplier in connection with the Contract; (h) carry out the Buyer's internal and statutory audits and to prepare, examine and/or certify the Buyer's annual and interim reports and accounts; (i) enable the National Audit Office to carry out an examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Buyer has used its resources;
"Beneficiary"	a Party having (or claiming to have) the benefit of an indemnity under this Contract;
"Buyer Cause"	has the meaning given to it in the Order Form;
"Buyer"	the person named as Buyer in the Order Form. Where the Buyer is a Crown Body the Supplier shall be treated as contracting with the Crown as a whole;

"Charges"	the charges for the Deliverables as specified in the Order Form;
"Claim"	any claim which it appears that the Buyer is, or may become, entitled to indemnification under this Contract;
"Conditions"	these short form terms and conditions of contract;
"Confidential Information"	all information, whether written or oral (however recorded), provided by the disclosing Party to the receiving Party and which <ul style="list-style-type: none"> (a) is known by the receiving Party to be confidential; (b) is marked as or stated to be confidential; or (c) ought reasonably to be considered by the receiving Party to be confidential;
"Conflict of Interest"	a direct or indirect conflict between the financial, professional or personal interests of the Supplier or the Supplier Staff and the duties owed to the Buyer under the Contract, in the reasonable opinion of the Buyer;
"Contract"	the contract between the Buyer and the Supplier which is created by the Supplier's counter signing the Order Form and includes the cover letter (if used), Order Form, these Conditions and the Annexes;
"Contract Year"	<ul style="list-style-type: none"> (a) a period of 12 months commencing on the Start Date; and (b) thereafter a period of 12 months commencing on each anniversary of the Start Date, with the final Contract Year ending on the expiry or termination of the Term;
"Controller"	has the meaning given to it in the UK GDPR or the EU GDPR as the context requires;
"Crown Body"	the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Government and the Welsh Government), including, but not limited to, government ministers and government departments and particular bodies, persons, commissions or agencies from time to time carrying out functions on its behalf;
"Data Loss Event"	any event that results, or may result, in unauthorised access to Personal Data held by the Processor under this Contract, and/or actual or potential loss and/or destruction of Personal Data in breach of this Contract, including any Personal Data Breach;
"Data Protection Impact Assessment"	an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data;
"Data Protection Legislation"	<ul style="list-style-type: none"> (a) the UK GDPR, (b) the DPA 2018; (c) all applicable Law about the processing of personal data and privacy and guidance issued by the Information Commissioner and other regulatory authority; and (d) (to the extent that it applies) the EU GDPR (and in the event of conflict, the UK GDPR shall apply);

"Data Protection Liability Cap"	has the meaning given to it in row 14 of the Order Form;
"Data Protection Officer"	has the meaning given to it in the UK GDPR or the EU GDPR as the context requires;
"Data Subject Access Request"	a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data;
"Data Subject"	has the meaning given to it in the UK GDPR or the EU GDPR as the context requires;
"Deliver"	hand over of the Deliverables to the Buyer at the address and on the date specified in the Order Form, which shall include unloading and stacking and any other specific arrangements agreed in accordance with clause 4.2. "Delivered" and "Delivery" shall be construed accordingly;
"Deliverables"	the Goods, Services, and/or software to be supplied under the Contract as set out in the Order Form;
"Developed System"	the software or system that the Supplier is required to develop under this Contract;
"DPA 2018"	the Data Protection Act 2018;
"EU GDPR"	Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation) as it has effect in EU law;
"Existing IPR"	any and all intellectual property rights that are owned by or licensed to either Party and which have been developed independently of the Contract (whether prior to the date of the Contract or otherwise);
"Expiry Date"	the date for expiry of the Contract as set out in the Order Form;
"FOIA"	the Freedom of Information Act 2000 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation;
"Force Majeure Event"	<p>any event, circumstance, matter or cause affecting the performance by either the Buyer or the Supplier of its obligations arising from:</p> <ul style="list-style-type: none"> (a) acts, events, omissions, happenings or non-happenings beyond the reasonable control of the Party seeking to claim relief in respect of a Force Majeure Event (the "Affected Party") which prevent or materially delay the Affected Party from performing its obligations under the Contract; (b) riots, civil commotion, war or armed conflict, acts of terrorism, nuclear, biological or chemical warfare; (c) acts of a Crown Body, local government or regulatory bodies; (d) fire, flood or any disaster; or (e) an industrial dispute affecting a third party for which a substitute third party is not reasonably available

	<p>but excluding:</p> <p>(a) 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;</p> <p>(b) 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</p> <p>(c) any failure of delay caused by a lack of funds,</p> <p>and which is not attributable to any wilful act, neglect or failure to take reasonable preventative action by that Party;</p>
"Good Industry Practice"	standards, practices, methods and procedures conforming to the Law and the exercise of the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged within the relevant industry or business sector;
"Goods"	the goods to be supplied by the Supplier to the Buyer under the Contract;
"Government Data"	<p>any:</p> <p>(a) 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;</p> <p>(b) Personal Data for which the Buyer is a, or the, Data Controller; or</p> <p>(c) any meta-data relating to categories of data referred to in (a) or (b) that:</p> <p>(i) is supplied to the Supplier by or on behalf of the Buyer; and/or</p> <p>(ii) that the Supplier is required to generate, Process, Handle, store or transmit under this Contract;</p>
"Indemnifier"	a Party from whom an indemnity is sought under this Contract;
"Independent Controller"	a party which is Controller of the same Personal Data as the other Party and there is no element of joint control with regards to that Personal Data;
"Information Commissioner"	the UK's independent authority which deals with ensuring information relating to rights in the public interest and data privacy for individuals is met, whilst promoting openness by public bodies;
"Insolvency Event"	<p>in respect of a person:</p> <p>(a) if that person is insolvent;</p> <p>(b) where that person is a company, LLP or a partnership, if an order is made or a resolution is passed for the winding up of the person (other than voluntarily for the purpose of solvent amalgamation or reconstruction);</p> <p>(c) if an administrator or administrative receiver is appointed in respect of the whole or any part of the person's assets or business;</p> <p>(d) if the person makes any composition with its creditors; or</p>

	(e) takes or suffers any similar or analogous action to any of the actions detailed in this definition as a result of debt in any jurisdiction;
"IP Completion Day"	has the meaning given to it in the European Union (Withdrawal Agreement) Act 2020;
"IR35"	Chapter 8 and Chapter 10 of Part 2 of Income Tax (Earnings and Pensions) Act 2003 and the Social Security Contributions (Intermediaries) Regulations 2000;
"Joint Controller Agreement"	the agreement (if any) entered into between the Buyer and the Supplier substantially in the form set out in Error! Reference source not found. Error! Reference source not found. of Annex 1 – Processing Personal Data;
"Joint Controllers"	where two or more Controllers jointly determine the purposes and means of processing;
"Key Staff"	any persons specified as such in the Order Form or otherwise notified as such by the Buyer to the Supplier in writing, following agreement to the same by the Supplier;
"Law"	any law, subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978, bye-law, right within the meaning of the European Union (Withdrawal) Act 2018 as amended by European Union (Withdrawal Agreement) Act 2020, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements of any regulatory body with which the Supplier is bound to comply;
"Material Breach"	a single serious breach or a number of breaches or repeated breaches (whether of the same or different obligations and regardless of whether such breaches are remedied)
"National Insurance"	contributions required by the Social Security Contributions and Benefits Act 1992 and made in accordance with the Social Security (Contributions) Regulations 2001 (SI 2001/1004);
"New IPR Items"	a deliverable, document, product or other item within which New IPR subsists;
"New IPR"	all and intellectual property rights in any materials created or developed by or on behalf of the Supplier pursuant to the Contract but shall not include the Supplier's Existing IPR;
"Open Licence"	any material that is published for use, with rights to access and modify, by any person for free, under a generally recognised open licence including Open Government Licence as set out at http://www.nationalarchives.gov.uk/doc/open-government-licence/version/3/ as updated from time to time and the Open Standards Principles documented at https://www.gov.uk/government/publications/open-standards-principles/open-standards-principles as updated from time to time;
"Order Form"	the order form signed by the Buyer and the Supplier printed above these Conditions;
"Party"	the Supplier or the Buyer (as appropriate) and "Parties" shall mean both of them;

"Personal Data Breach"	has the meaning given to it in the UK GDPR or the EU GDPR as the context requires and includes any breach of Data Protection Legislation relevant to Personal Data processed pursuant to the Contract;
"Personal Data"	has the meaning given to it in the UK GDPR or the EU GDPR as the context requires;
"Prescribed Person"	a legal adviser, an MP or an appropriate body which a whistle-blower may make a disclosure to as detailed in 'Whistleblowing: list of prescribed people and bodies', 24 November 2016, available online at: https://www.gov.uk/government/publications/blowing-the-whistle-list-of-prescribed-people-and-bodies--2/whistleblowing-list-of-prescribed-people-and-bodies as updated from time to time;
"Processor Personnel"	all directors, officers, employees, agents, consultants and suppliers of the Processor and/or of any Sub-processor engaged in the performance of its obligations under the Contract;
"Processor"	has the meaning given to it in the UK GDPR or the EU GDPR as the context requires;
"Protective Measures"	<p>technical and organisational measures which must take account of:</p> <ul style="list-style-type: none"> (a) the nature of the data to be protected; (b) harm that might result from Data Loss Event; (c) state of technological development; (d) the cost of implementing any measures; <p>including pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it, including those outlined in Annex 1 (<i>Processing Personal Data</i>) and Annex 6 (<i>Security Management</i>) (if used);</p>
"Purchase Order Number" or "PO Number"	the Buyer's unique number relating to the order for Deliverables to be supplied by the Supplier to the Buyer in accordance with the Contract;
"Rectification Plan"	<p>the Supplier's plan (or revised plan) to rectify its Material Breach which shall include:</p> <ul style="list-style-type: none"> (a) full details of the Material Breach that has occurred, including a root cause analysis; (b) the actual or anticipated effect of the Material Breach; and (c) the steps which the Supplier proposes to take to rectify the Material Breach (if applicable) and to prevent such Material Breach from recurring, including timescales for such steps and for the rectification of the Material Breach (where applicable);
"Regulations"	the Public Contracts Regulations 2015 and/or the Public Contracts (Scotland) Regulations 2015 (as the context requires) as amended from time to time;

"Request For Information"	has the meaning set out in the FOIA or the Environmental Information Regulations 2004 as relevant (where the meaning set out for the term "request" shall apply);
"Security Requirements"	the security requirements set out in the Order Form or in Annex 6 (<i>Security Management</i>) (if used);
"Services"	the services to be supplied by the Supplier to the Buyer under the Contract;
"Specification"	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;
"Start Date"	the start date of the Contract set out in the Order Form;
"Sub-Contract"	any contract or agreement (or proposed contract or agreement), other than the Contract, pursuant to which a third party: <ul style="list-style-type: none"> (a) provides the Deliverables (or any part of them); (b) provides facilities or services necessary for the provision of the Deliverables (or any part of them); and/or (c) is responsible for the management, direction or control of the provision of the Deliverables (or any part of them);
"Subcontractor"	any person other than the Supplier, who is a party to a Sub-Contract and the servants or agents of that person;
"Subprocessor"	any third party appointed to process Personal Data on behalf of the Processor related to the Contract;
"Supplier Staff"	any individual engaged, directly or indirectly, or employed by the Supplier or any Subcontractor, in the management or performance of the Supplier's obligations under this Contract;
"Supplier"	the person named as Supplier in the Order Form;
"Supply Chain Intermediary"	any entity (including any company or partnership) in an arrangement with a Worker, where the Worker performs or is under an obligation personally to perform, services for the Buyer;
"Term"	the period from the Start Date to the Expiry Date as such period may be extended in accordance with clause 11.2 or terminated in accordance with the Contract;
"Third Party IPR"	intellectual property rights owned by a third party which is or will be used by the Supplier for the purpose of providing the Deliverables;
"Transparency Information"	<ul style="list-style-type: none"> (a) any information which is published in accordance with guidance issued by His Majesty's Government, from time to time; (b) any information or notices, permitted or required to be published by the Procurement Act 2023, any Regulations published under it, and any PPNs, subject to any exemptions set out in sections 94 and 99 of the Procurement Act 2023, which shall be determined by the Buyer, taking into consideration any information which is Confidential Information; and (c) any information about the Contract, including the content of the Contract, and any changes to this Contract agreed from time to time, as well as any information relating to the Deliverables and performance pursuant to

	the Contract required to be disclosed under FOIA or the Environmental Information Regulations 2004, subject to any exemptions, which shall be determined by the Buyer, taking into consideration any information which is Confidential Information;
"US Data Privacy Framework"	as applicable: (a) the UK Extension to the EU-US Data Privacy Framework; and/or (b) the EU-US Data Privacy Framework;
"UK GDPR"	has the meaning as set out in section 3(10) of the DPA 2018, supplemented by section 205(4);
"VAT"	value added tax in accordance with the provisions of the Value Added Tax Act 1994;
"Worker"	any individual that personally performs, or is under an obligation personally to perform services for the Buyer; and
"Working Day"	a day (other than a Saturday or Sunday) on which banks are open for business in the City of London.

2 UNDERSTANDING THE CONTRACT

2.1 In the Contract, unless the context otherwise requires:

- 2.1.1 references to numbered clauses are references to the relevant clause in these Conditions;
- 2.1.2 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;
- 2.1.3 references to "writing" include printing, display on a screen and electronic transmission and other modes of representing or reproducing words in a visible form;
- 2.1.4 a reference to a Law includes a reference to that Law as modified, amended, extended, consolidated, replaced or re-enacted (including as a consequence of the Retained EU Law (Revocation and Reform) Act 2023) from time to time before or after the date of this Contract and any prior or subsequent legislation under it;
- 2.1.5 the word "including", "for example" and similar words shall be understood as if they were immediately followed by the words "without limitation";
- 2.1.6 any reference which, immediately before IP Completion Day (or such later date when relevant EU law ceases to have effect pursuant to section 1A of the European Union (Withdrawal) Act 2018), is a reference to (as it has effect from time to time) any EU regulation, EU decision, EU tertiary legislation or provision of the EEA agreement ("**EU References**") which is to form part of domestic law by application of section 3 of the European Union (Withdrawal) Act 2018 and which shall be read on and after IP Completion Day as a reference to the EU References as they form part of domestic law by virtue of section 3 of the European Union (Withdrawal) Act 2018 as modified by domestic law from time to time; and
- 2.1.7 a reference to a document (including this Contract) is to that document as varied, amended, novated, ratified or replaced from time to time.

3 HOW THE CONTRACT WORKS

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

3.2 The Supplier is deemed to accept the offer in the Order Form when the Buyer receives a copy of the Order Form signed by the Supplier.

3.3 The Supplier warrants and represents that its tender (if any) and all statements made and documents submitted as part of the procurement of Deliverables are and remain true and accurate.

4 WHAT NEEDS TO BE DELIVERED

4.1 All Deliverables

4.1.1 The Supplier must provide Deliverables:

4.1.1.1 in accordance with the Specification, the tender in Annex 4 – Supplier Tender (where applicable) and the Contract;

4.1.1.2 using reasonable skill and care;

4.1.1.3 using Good Industry Practice;

4.1.1.4 using its own policies, processes and internal quality control measures as long as they don't conflict with the Contract;

4.1.1.5 on the dates agreed; and

4.1.1.6 that comply with all Law.

4.1.2 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

4.2.1 All Goods delivered must be new, or as new if recycled, unused and of recent origin.

4.2.2 The Supplier transfers ownership of the Goods on completion of Delivery or payment for those Goods, whichever is earlier.

4.2.3 Risk in the Goods transfers to the Buyer on Delivery, but remains with the Supplier if the Buyer notices damage following Delivery and lets the Supplier know within 3 Working Days of Delivery.

4.2.4 The Supplier warrants that it has full and unrestricted ownership of the Goods at the time of transfer of ownership.

4.2.5 The Supplier must Deliver the Goods on the date and to the location specified in the Order Form, during the Buyer's working hours (unless otherwise specified in the Order Form).

4.2.6 The Supplier must provide sufficient packaging for the Goods to reach the point of Delivery safely and undamaged.

4.2.7 All deliveries must have a delivery note attached that specifies the order number, type and quantity of Goods.

4.2.8 The Supplier must provide all tools, information and instructions the Buyer needs to make use of the Goods.

4.2.9 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.

4.2.10 The Buyer can cancel any order or part order of Goods which has not been Delivered. If the Buyer gives less than 14 days' notice then it will pay the Supplier's reasonable and proven costs already incurred on the cancelled order as long as the Supplier takes all reasonable endeavours to minimise these costs.

- 4.2.11 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.
- 4.2.12 The Buyer will not be liable for any actions, claims, costs or expenses incurred by the Supplier or any third party during Delivery of the Goods unless and to the extent that it is caused by negligence or other wrongful act of the Buyer or its servant or agent. If the Buyer suffers or incurs any damage or injury (whether fatal or otherwise) occurring in the course of Delivery or installation then the Supplier shall indemnify the Buyer from any losses, charges, costs or expenses which arise as a result of or in connection with such damage or injury where it is attributable to any act or omission of the Supplier or any of its Subcontractors or Supplier Staff.

4.3 Services clauses

- 4.3.1 Late Delivery of the Services will be a default of the Contract.
- 4.3.2 The Supplier must co-operate with the Buyer and third party suppliers on all aspects connected with the delivery of the Services and ensure that Supplier Staff comply with any reasonable instructions including the Security Requirements (where any such requirements have been provided).
- 4.3.3 The Buyer must provide the Supplier with reasonable access to its premises at reasonable times for the purpose of supplying the Services
- 4.3.4 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.
- 4.3.5 The Supplier must allocate sufficient resources and appropriate expertise to the Contract.
- 4.3.6 The Supplier must take all reasonable care to ensure performance does not disrupt the Buyer's operations, employees or other contractors.
- 4.3.7 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.
- 4.3.8 The Supplier must ensure all Services, and anything used to deliver the Services, are of good quality and free from defects.
- 4.3.9 The Buyer is entitled to withhold payment for partially or undelivered Services, but doing so does not stop it from using its other rights under the Contract.

5 PRICING AND PAYMENTS

- 5.1 In exchange for the Deliverables, the Supplier must invoice the Buyer for the charges in the Order Form.
- 5.2 All Charges:
- 5.2.1 exclude VAT, which is payable on provision of a valid VAT invoice; and
- 5.2.2 include all costs and expenses connected with the supply of Deliverables.
- 5.3 The Buyer must pay the Supplier the charges:
- 5.3.1 within 30 days beginning with the day on which an invoice is received by the Buyer in respect of the sum, or
- 5.3.2 if later, the day by which the payment falls due in accordance with the invoice, subject to the invoice being verified as valid and undisputed.

- 5.4 A Supplier invoice is only valid if it:
- 5.4.1 includes the minimum required information set out in Section 88(7) of the Procurement Act 2023;
 - 5.4.2 includes all appropriate references including the Purchase Order Number and other details reasonably requested by the Buyer; and
 - 5.4.3 includes a detailed breakdown of Deliverables which have been delivered.
- 5.5 If there is a dispute between the Parties as to the amount invoiced, the Buyer shall pay the undisputed amount. The Supplier shall not suspend the provision of the Deliverables unless the Supplier is entitled to terminate the Contract for a failure to pay undisputed sums in accordance with clause 11.6. Any disputed amounts shall be resolved through the dispute resolution procedure detailed in clause 35.
- 5.6 The Buyer may retain or set-off payment of any amount owed to it by the Supplier under this Contract or any other agreement between the Supplier and the Buyer if notice and reasons are provided.
- 5.7 The Supplier must ensure that all Subcontractors are paid, in full:
- 5.7.1 within 30 days beginning with the day on which an invoice is received by the Buyer in respect of the sum; or
 - 5.7.2 if later, the date by which the payment falls due in accordance with the invoice, subject to the invoice being verified as valid and undisputed.
- 5.8 If the invoice is not paid in accordance with the timescales in clause 5.7, the Buyer can publish the details of the late payment or non-payment.
- 5.9 Where any invoice does not conform to the Buyer's requirements set out in clause 5.4, or the Buyer disputes the invoice, the Buyer shall notify the Supplier without undue delay and the Supplier shall promptly issue a replacement invoice which shall comply with such requirements.

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:
- 6.1.1 the Buyer cannot terminate the Contract under clause 11;
 - 6.1.2 the Supplier is entitled to reasonable and proven additional expenses and to relief from liability under this Contract;
 - 6.1.3 the Supplier is entitled to additional time needed to deliver the Deliverables; and
 - 6.1.4 the Supplier cannot suspend the ongoing supply of Deliverables.
- 6.2 Clause 6.1 only applies if the Supplier:
- 6.2.1 gives notice to the Buyer within 10 Working Days of becoming aware;
 - 6.2.2 demonstrates that the failure only happened because of the Buyer Cause; and
 - 6.2.3 mitigated the impact of the Buyer Cause.

7 RECORD KEEPING AND REPORTING

- 7.1 The Supplier must ensure that suitably qualified representatives attend progress meetings with the Buyer and provide progress reports when specified in the Order Form.
- 7.2 The Supplier must keep and maintain full and accurate records and accounts on everything to do with the Contract for 7 years after the date of expiry or termination of the Contract and in accordance with the UK GDPR or the EU GDPR as the context requires.

- 7.3 The Supplier must allow any auditor appointed by the Buyer access to its premises to verify all contract accounts and records of everything to do with the Contract and provide copies for the Audit.
- 7.4 The Buyer or an auditor can Audit the Supplier.
- 7.5 During an Audit, the Supplier must provide information to the auditor and reasonable co-operation at their request.
- 7.6 The Parties will bear their own costs when an Audit is undertaken unless the Audit identifies a Material Breach by the Supplier, in which case the Supplier will repay the Buyer's reasonable costs in connection with the Audit.
- 7.7 If the Supplier is not providing any of the Deliverables, or is unable to provide them, it must immediately:
- 7.7.1 tell the Buyer and give reasons;
 - 7.7.2 propose corrective action; and
 - 7.7.3 provide a deadline for completing the corrective action.
- 7.8 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:
- 7.8.1 require that the Supplier provide to the Buyer (for its approval) a plan setting out how the Supplier will ensure continued performance of the Contract and the Supplier will make changes to such plan as reasonably required by the Buyer and once it is agreed then the Supplier shall act in accordance with such plan and report to the Buyer on demand; and
 - 7.8.2 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) and the consequences of termination in clause 11.5.1 shall apply.
- 7.9 If there is a Material Breach, the Supplier must notify the Buyer within 3 Working Days of the Supplier becoming aware of the Material Breach. The Buyer may request that the Supplier provide a Rectification Plan within 10 Working Days of the Buyer's request alongside any additional documentation that the Buyer requires. Once such Rectification Plan is agreed between the Parties (without the Buyer limiting its rights) the Supplier must immediately start work on the actions in the Rectification Plan at its own cost.
- 7.10 At the end of each Contract Year, at its own expense, the Supplier will provide a report to the Buyer setting out a summary of its compliance with clause 5.7, such report to be certified by the Supplier's Authorised Representative as being accurate and not misleading.

8 SUPPLIER STAFF

- 8.1 The Supplier Staff involved in the performance of the Contract must:
- 8.1.1 be appropriately trained and qualified;
 - 8.1.2 be vetted in accordance with the Buyer's staff vetting procedures as specified in the Order Form or in Annex 6 (*Security Requirements*) (if used); and
 - 8.1.3 comply with all conduct requirements when on the Buyer's premises.
- 8.2 Where the Buyer decides one of the Supplier's Staff isn't suitable to work on the Contract, the Supplier must replace them with a suitably qualified alternative.
- 8.3 The Supplier must provide a list of Supplier Staff needing to access the Buyer's premises and say why access is required.
- 8.4 The Supplier indemnifies the Buyer against all claims brought by any person employed or engaged by the Supplier caused by an act or omission of the Supplier or any Supplier Staff.

- 8.5 The Buyer indemnifies the Supplier against all claims brought by any person employed or engaged by the Buyer caused by an act or omission of the Buyer or any of the Buyer's employees, agents, consultants and contractors.
- 8.6 The Supplier shall use those persons nominated (if any) as Key Staff in the Order Form or otherwise notified as such by the Buyer to the Supplier in writing, following agreement to the same by the Supplier to provide the Deliverables and shall not remove or replace any of them unless:
- 8.6.1 requested to do so by the Buyer or the Buyer approves such removal or replacement (not to be unreasonably withheld or delayed);
 - 8.6.2 the person concerned resigns, retires or dies or is on parental or long-term sick leave; or
 - 8.6.3 the person's employment or contractual arrangement with the Supplier or any Subcontractor is terminated for material breach of contract by the employee.
- 8.7 The Supplier shall ensure that no person who discloses that they have a conviction that is relevant to the nature of the Contract, relevant to the work of the Buyer, or is of a type otherwise advised by the Buyer (each such conviction a "**Relevant Conviction**"), or is found by the Supplier to have a Relevant Conviction (whether as a result of a police check, a disclosure and barring service check or otherwise) is employed or engaged in the provision of any part of the Deliverables.

9 RIGHTS AND PROTECTION

- 9.1 The Supplier warrants and represents that:
- 9.1.1 it has full capacity and authority to enter into and to perform the Contract;
 - 9.1.2 the Contract is entered into by its authorised representative;
 - 9.1.3 it is a legally valid and existing organisation incorporated in the place it was formed;
 - 9.1.4 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;
 - 9.1.5 all necessary rights, authorisations, licences and consents (including in relation to IPRs) are in place to enable the Supplier to perform its obligations under the Contract and the Buyer to receive the Deliverables;
 - 9.1.6 it doesn't have any contractual obligations which are likely to have a material adverse effect on its ability to perform the Contract; and
 - 9.1.7 it is not impacted by an Insolvency Event.
- 9.2 The warranties and representations in clause 3.3 and clause 9.1 are repeated each time the Supplier provides Deliverables under the Contract.
- 9.3 The Supplier indemnifies the Buyer against each of the following:
- 9.3.1 wilful misconduct of the Supplier, any of its Subcontractor and/or Supplier Staff that impacts the Contract; and
 - 9.3.2 non-payment by the Supplier of any tax or National Insurance.
- 9.4 If the Supplier becomes aware of a representation or warranty made in relation to the Contract that becomes untrue or misleading, it must immediately notify the Buyer.
- 9.5 All third party warranties and indemnities covering the Deliverables must be assigned for the Buyer's benefit by the Supplier for free.

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, sub-licensable worldwide licence to use, copy and adapt the Supplier's Existing IPR to enable the Buyer and its sub-licensees to both:
- 10.1.1 receive and use the Deliverables; and
 - 10.1.2 use the New IPR.
- The termination or expiry of the Contract does not terminate any licence granted under this clause 10.
- 10.2 Any New IPR created under the Contract is owned by the Buyer. The Buyer gives the Supplier a royalty-free, non-exclusive, non-transferable licence to use, copy, and adapt any Existing IPRs and the New IPR which the Supplier reasonably requires for the purpose of fulfilling its obligations during the Term and commercially exploiting the New IPR developed under the Contract. This licence is sub-licensable to a Subcontractor for the purpose of enabling the Supplier to fulfil its obligations under the Contract, and in that case the Subcontractor must enter into a confidentiality undertaking with the Supplier on the same terms as set out in clause 15 (What you must keep confidential).
- 10.3 Unless otherwise agreed in writing, the Supplier and the Buyer will record any New IPR and keep this record updated throughout the Term.
- 10.4 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.
- 10.5 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 this clause 10 or otherwise agreed in writing.
- 10.6 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.
- 10.7 If an IPR Claim is made or anticipated, the Supplier must at its own option and expense, either:
- 10.7.1 obtain for the Buyer the rights in clause 10.1 without infringing any third-party intellectual property rights; and
 - 10.7.2 replace or modify the relevant item with substitutes that don't infringe intellectual property rights without adversely affecting the functionality or performance of the Deliverables.
 - 10.7.3 If the Supplier is not able to resolve the IPR Claim to the Buyer's reasonable satisfaction within a reasonable time, the Buyer may give written notice that it terminates the Contract from the date set out in the notice, or where no date is given in the notice, the date of the notice. On termination, the consequences of termination in clause 11.5.1 shall apply.
- 10.8 The Supplier shall not use in the Delivery of the Deliverables any Third Party IPR unless:
- 10.8.1 the Buyer gives its approval to do so; and
 - 10.8.2 one of the following conditions applies:
 - 10.8.2.1 the owner or an authorised licensor of the relevant Third Party IPR has granted the Buyer a direct licence that provides the Buyer with the rights in clause 10.1; or

- 10.8.2.2 if the Supplier cannot, after commercially reasonable endeavours, obtain for the Buyer a direct licence to the Third Party IPR as set out in clause 10.8.2.1:
- (a) the Supplier provides the Buyer with details of the licence terms it can obtain and the identity of those licensors;
 - (b) the Buyer agrees to those licence terms; and
 - (c) the owner or authorised licensor of the Third Party IPR grants a direct licence to the Buyer on those terms; or
- 10.8.2.3 the Buyer approves in writing, with reference to the acts authorised and the specific intellectual property rights involved.

10.9 In spite of any other provisions of the Contract and for the avoidance of doubt, award of this Contract by the Buyer and the ordering of any Deliverable under it, does not constitute an authorisation by the Crown under Sections 55 and 56 of the Patents Act 1977, Section 12 of the Registered Designs Act 1949 or Sections 240 – 243 of the Copyright, Designs and Patents Act 1988.

11 ENDING THE CONTRACT

11.1 The Contract takes effect on the Start Date and ends on the earlier of the Expiry Date or termination of the Contract, or earlier if required by Law.

11.2 The Buyer can extend the Contract where set out in the Order Form in accordance with the terms in the Order Form.

11.3 Ending the Contract without a reason

The Buyer has the right to terminate the Contract at any time without reason or liability by giving the Supplier not less than 90 days' written notice, and if it's terminated clause 11.6.2 applies.

11.4 When the Buyer can end the Contract

- 11.4.1 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 and the consequences of termination in clause 11.5.1 shall apply:
- 11.4.1.1 there's a Supplier Insolvency Event;
 - 11.4.1.2 the Supplier is in Material Breach of the Contract;
 - 11.4.1.3 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;
 - 11.4.1.4 the Supplier or its affiliates embarrass or bring the Buyer into disrepute or diminish the public trust in them; or
 - 11.4.1.5 the Supplier fails to comply with its legal obligations in the fields of environmental, social or employment Law when providing the Deliverables.

11.5 What happens if the Contract ends

- 11.5.1 Where the Buyer terminates the Contract under clause 10.7.3, 11.4, 7.8.2, 32.4 or Paragraph **Error! Reference source not found.** of **Error! Reference source not found.** of Annex 1 – Processing Personal Data (if used), all of the following apply:
- 11.5.1.1 the Supplier is responsible for the Buyer's reasonable costs of procuring replacement Deliverables for the rest of the term of the Contract;
 - 11.5.1.2 the Buyer's payment obligations under the terminated Contract stop immediately;

- 11.5.1.3 accumulated rights of the Parties are not affected;
 - 11.5.1.4 the Supplier must promptly delete or return the Government Data other than Government Data (i) that is Personal Data in respect of which the Supplier is a Controller; (ii) in respect of which the Supplier has rights to hold the Government Data independently of this Contract; and (iii) where required to retain copies by Law;
 - 11.5.1.5 the Supplier must promptly return any of the Buyer's property provided under the Contract;
 - 11.5.1.6 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; and
 - 11.5.1.7 the Supplier must repay to the Buyer all the Charges that it has been paid in advance for Deliverables that it has not provided as at the date of termination or expiry.
- 11.5.2 The following clauses survive the expiry or termination of the Contract: 1, 4.2.9, 5, 7, 8.4, 10, 11.5, 11.6.2, 12, 14, 15, 16, 18, 19, 22, 31.2.2, 35 and 36 and any clauses which are expressly or by implication intended to continue.

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

- 11.6.1 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.
- 11.6.2 Where the Buyer terminates the Contract in accordance with clause 11.3 or the Supplier terminates the Contract under clause 11.6 or 23.4:
 - 11.6.2.1 the Buyer must promptly pay all outstanding charges incurred by the Supplier;
 - 11.6.2.2 the Buyer must pay the Supplier reasonable committed and unavoidable losses as long as the Supplier provides a fully itemised and costed schedule with evidence - the maximum value of this payment is limited to the total sum payable to the Supplier if the Contract had not been terminated; and
 - 11.6.2.3 clauses 11.5.1.2 to 11.5.1.7 apply.
- 11.6.3 The Supplier also has the right to terminate the Contract in accordance with clauses 20.3 and 23.4.

11.7 Partially ending and suspending the Contract

- 11.7.1 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.
- 11.7.2 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.
- 11.7.3 The Parties must agree (in accordance with clause 25) any necessary variation required by clause 11.7, but the Supplier may not either:
 - 11.7.3.1 reject the variation; or
 - 11.7.3.2 increase the Charges, except where the right to partial termination is under clause 11.3.

11.7.4 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:
- 12.2.1 any indirect losses; and/or
 - 12.2.2 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:
- 12.3.1 its liability for death or personal injury caused by its negligence, or that of its employees, agents or Subcontractors;
 - 12.3.2 its liability for bribery or fraud or fraudulent misrepresentation by it or its employees; or
 - 12.3.3 any liability that cannot be excluded or limited by Law.
- 12.4 In spite of clause 12.1, the Supplier does not limit or exclude its liability for any indemnity given under clauses 8.4, 9.3.2, 10.6, or 31.2.2.
- 12.5 In spite of clause 12.1, the Buyer does not limit or exclude its liability for any indemnity given under clause 8.5.
- 12.6 In spite of clause 12.1, but subject to clauses 12.2 and 12.3, the Supplier's total aggregate liability in each Contract Year under clause 14.5.4 is no more than the Data Protection Liability Cap.
- 12.7 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.
- 12.8 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, in connection with provision of the Deliverables:
- 13.1.1 is expected to meet and have its Subcontractors meet the standards set out in the Supplier Code of Conduct: https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/1163536/Supplier_Code_of_Conduct_v3.pdf) as such Code of Conduct may be updated from time to time, and such other sustainability requirements as set out in the Order Form. The Buyer also expects to meet this Code of Conduct;
 - 13.1.2 must comply with the provisions of the Official Secrets Acts 1911 to 1989 and section 182 of the Finance Act 1989;
 - 13.1.3 must support the Buyer in fulfilling its Public Sector Equality duty under section 149 of the Equality Act 2010;
 - 13.1.4 must comply with the model contract terms contained in (a) to (l) of Annex C of the guidance to PPN 009 (Tackling Modern Slavery in Government Supply Chains), as such clauses may be amended or updated from time to time; and
 - 13.1.5 meet the applicable Government Buying Standards applicable to Deliverables which can be found online at: <https://www.gov.uk/government/collections/sustainable-procurement-the-government-buying-standards-gbs>, as updated from time to time.
- 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 33.

14 DATA PROTECTION AND SECURITY

14.1 The Supplier must not remove any ownership or security notices in or relating to the Government Data.

14.2 The Supplier must ensure that any Supplier, Subcontractor, or Sub-processor system holding any Government Data, including back-up data, is a secure system that complies with the Security Requirements (including Annex 6 (*Security Management*) (if used)) or as otherwise provided in writing by the Buyer (where any such requirements have been provided).

14.3 If at any time the Supplier suspects or has reason to believe that the Government Data is corrupted, lost or sufficiently degraded, then the Supplier must immediately notify the Buyer and suggest remedial action.

14.4 If the Government Data is any of (i) corrupted, (ii) lost or (iii) sufficiently degraded, in each case as a result of the Supplier's Default, so as to be unusable the Buyer may either or both:

14.4.1 tell the Supplier (at the Supplier's expense) to restore or get restored Government Data as soon as practical but no later than 5 Working Days from the date that the Buyer receives notice, or the Supplier finds out about the issue, whichever is earlier; and/or

14.4.2 restore the Government Data itself or using a third party and shall be repaid by the Supplier any reasonable expenses incurred in doing so.

14.5 The Supplier:

14.5.1 must, subject to the Security Requirements (if any), provide the Buyer with all Government Data in an agreed format (provided it is secure and readable) within 10 Working Days of a written request;

14.5.2 must have documented processes to guarantee prompt availability of Government Data if the Supplier stops trading;

14.5.3 must, subject to the Security Requirements (if any), securely erase (using a deletion method that ensures that even a determined expert using specialist techniques can recover only a small fraction of the data deleted) all Government Data and any copies it or a Subcontractor holds when asked to do so by the Buyer unless required by Law to retain it, other than in relation to Government Data in respect of which the Supplier is a Controller or which the Supplier has rights to hold the Government Data independently of this Contract; and

14.5.4 indemnifies the Buyer against any and all losses incurred if the Supplier breaches clause 14 or any Data Protection Legislation.

14.6 The Parties acknowledge that for the purposes of the Data Protection Legislation, the nature of the activity carried out by each of them in relation to their respective obligations under the Contract dictates the status of each party under the DPA 2018. A Party may act as:

14.6.1 "Controller" in respect of the other Party who is "Processor";

14.6.2 "Processor" in respect of the other Party who is "Controller";

14.6.3 "Joint Controller" with the other Party;

14.6.4 "Independent Controller" of the Personal Data where the other Party is also "Controller",

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

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

- 14.7.1 Where a Party is a Processor, the only processing that the Processor is authorised to do is listed in Part A Authorised Processing Template of Annex 1 – Processing Personal Data by the Controller and may not be determined by the Processor. The term "processing" and any associated terms are to be read in accordance with Article 4 of the UK GDPR and EU GDPR (as applicable).
- 14.7.2 The Processor must notify the Controller immediately if it thinks the Controller's instructions breach the Data Protection Legislation.
- 14.7.3 The Processor must give all reasonable assistance to the Controller in the preparation of any Data Protection Impact Assessment before starting any processing, which may include, at the discretion of the Controller:
- 14.7.3.1 a systematic description of the expected processing and its purpose;
 - 14.7.3.2 the necessity and proportionality of the processing operations;
 - 14.7.3.3 the risks to the rights and freedoms of Data Subjects; and
 - 14.7.3.4 the intended measures to address the risks, including safeguards, security measures and mechanisms to protect Personal Data and assurance that those measures comply with any Security Requirements.
- 14.7.4 The Processor must, in relation to any Personal Data processed under this Contract:
- 14.7.4.1 process that Personal Data only in accordance with this clause 14, Part A Authorised Processing Template of Annex 1 – Processing Personal Data and Annex 6 (*Security Management*) (if used), unless the Processor is required to do otherwise by Law. If lawful to notify the Controller, the Processor must promptly notify the Controller if the Processor is otherwise required to process Personal Data by Law before processing it.
 - 14.7.4.2 put in place appropriate Protective Measures to protect against a Data Loss Event which must be approved by the Controller.
 - 14.7.4.3 ensure that:
 - (a) the Processor Personnel do not process Personal Data except in accordance with clause 14, Part A Authorised Processing Template of Annex 1 – Processing Personal Data and Annex 6 (*Security Management*) (if used);
 - (b) it uses the Buyer's staff vetting procedures to ensure the reliability and integrity of any Processor Personnel who have access to the Personal Data and ensure that they:
 - (i) are aware of and comply with the Processor's duties under this clause 14 and Annex 6 (*Security Management*) (if used);
 - (ii) are subject to appropriate confidentiality undertakings with the Processor or any Sub-processor;
 - (iii) are informed of the confidential nature of the Personal Data and do not provide any of the Personal Data to any third party unless directed in writing to do so by the Controller or as otherwise allowed by the Contract; and
 - (iv) have undergone adequate training in the use, care, protection and handling of Personal Data.
 - (c) the Processor must not transfer Personal Data outside of the UK and/or the EEA unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:

- (i) the transfer is in accordance with Article 45 of the UK GDPR (or section 74A of DPA 2018) and/or the transfer is in accordance with Article 45 of the EU GDPR (where applicable), provided that if the destination country of a transfer is the United States:
 - (A) the Supplier shall ensure that prior to the transfer of any Personal Data to the United States relying on this adequacy (including to any United States-based Subcontractors and/or Subprocessors), the Supplier (and/or the applicable Subcontractor and/or Subprocessor) must be self-certified and continue to be self-certified on the US Data Privacy Framework;
 - (B) the Supplier shall notify the Buyer immediately if there are any, or there are reasonable grounds to believe there may be any, changes in respect of their and/or their Subcontractor's or Subprocessor's position on the US Data Privacy Framework (for example if that entity ceases to be certified or is at risk of being so, or there is a strong likelihood of a competent court finding the US Data Privacy Framework unlawful), and the Supplier must then take all appropriate steps to remedy the certification and/or put in place alternative data transfer mechanisms in compliance with this Paragraph 14.7.4.3(c)(i); and
 - (C) in the event that the Supplier (and/or the applicable Subcontractor or Subprocessor):
 - (1) ceases to be certified on the US Data Privacy Framework and the Supplier does not put in place the alternative data transfer mechanisms required for compliance with this Paragraph 14.7.4.3(c)(i);
 - (2) the US Data Privacy Framework is no longer available and the Supplier does not put in place the alternative data transfer mechanisms required for compliance with this Paragraph 14.7.4.3(c)(i); and/or
 - (3) fails to notify the Buyer of any changes to its certification status in accordance with Paragraph 14.7.4.3(c)(i)(B) above,

the Buyer shall have the right to terminate this Contract with immediate effect; or

- (d) the Controller or the Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with UK GDPR Article 46 or section 75 of the DPA 2018) and/or the transfer is in accordance with Article 46 of the EU GDPR (where applicable) as determined by the Controller which could include relevant parties entering into:
 - (i) where the transfer is subject to UK GDPR:
 - (A) the International Data Transfer Agreement (the "**IDTA**"), as published by the Information Commissioner's Office from time to time under section 119A(1) of the DPA 2018 as well as any additional measures determined by the Controller;

- (B) the European Commission's Standard Contractual Clauses per decision 2021/914/EU or such updated version of such Standard Contractual Clauses as are published by the European Commission from time to time ("**EU SCCs**"), together with the UK International Data Transfer Agreement Addendum to the EU SCCs (the "**Addendum**") as published by the Information Commissioner's Office from time to time; and/or
 - (ii) where the transfer is subject to EU GDPR, the EU SCCs, as well as any additional measures determined by the Controller being implemented by the importing party;
 - (e) the Data Subject has enforceable rights and effective legal remedies when transferred;
 - (f) the Processor meets its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
 - (g) the Processor complies with the Controller's reasonable prior instructions about the processing of the Personal Data.
- 14.7.5 The Processor must at the written direction of the Controller, delete or return Personal Data (and any copies of it) to the Controller on termination of the Contract unless the Processor is required by Law to retain the Personal Data.
- 14.7.6 The Processor must notify the Controller immediately if it:
 - 14.7.6.1 receives a Data Subject Access Request (or purported Data Subject Access Request);
 - 14.7.6.2 receives a request to rectify, block or erase any Personal Data;
 - 14.7.6.3 receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
 - 14.7.6.4 receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Contract;
 - 14.7.6.5 receives a request from any third Party for disclosure of Personal Data where compliance with the request is required or claims to be required by Law; and
 - 14.7.6.6 becomes aware of a Data Loss Event.
- 14.7.7 Any requirement to notify under clause 14.7.6 includes the provision of further information to the Controller in stages as details become available.
- 14.7.8 The Processor must promptly provide the Controller with full assistance in relation to any Party's obligations under Data Protection Legislation and any complaint, communication or request made under clause 14.7.6. This includes giving the Controller:
 - 14.7.8.1 full details and copies of the complaint, communication or request;
 - 14.7.8.2 reasonably requested assistance so that it can comply with a Data Subject Access Request within the relevant timescales in the Data Protection Legislation;
 - 14.7.8.3 any Personal Data it holds in relation to a Data Subject on request;
 - 14.7.8.4 assistance that it requests following any Data Loss Event; and

- 14.7.8.5 assistance that it requests relating to a consultation with, or request from, the Information Commissioner's Office or any other regulatory authority.
- 14.7.9 The Processor must maintain full, accurate records and information to show it complies with this clause 14. This requirement does not apply where the Processor employs fewer than 250 staff, unless either the Controller determines that the processing:
 - 14.7.9.1 is not occasional;
 - 14.7.9.2 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
 - 14.7.9.3 is likely to result in a risk to the rights and freedoms of Data Subjects.
- 14.7.10 The Parties shall designate a Data Protection Officer if required by the Data Protection Legislation.
- 14.7.11 Before allowing any Subprocessor to process any Personal Data, the Processor must:
 - 14.7.11.1 notify the Controller in writing of the intended Subprocessor and processing;
 - 14.7.11.2 obtain the written consent of the Controller;
 - 14.7.11.3 enter into a written contract with the Sub-processor so that this clause 14 applies to the Sub-processor; and
 - 14.7.11.4 provide the Controller with any information about the Sub-processor that the Controller reasonably requires.
- 14.7.12 The Processor remains fully liable for all acts or omissions of any Sub-processor.
- 14.7.13 The Parties agree to take account of any guidance issued by the Information Commissioner's Office or any other regulatory authority.

14.8 Joint Controllers of Personal Data

In the event that the Parties are Joint Controllers in respect of Personal Data under the Contract, the Parties shall implement paragraphs that are necessary to comply with UK GDPR Article 26 based on the terms set out in **Error! Reference source not found. Error! Reference source not found.** of Annex 1 – Processing Personal Data.

14.9 Independent Controllers of Personal Data

In the event that the Parties are Independent Controllers in respect of Personal Data under the Contract, the terms set out in **Error! Reference source not found. Error! Reference source not found.** of Annex 1 – Processing Personal Data shall apply to this Contract.

15 WHAT YOU MUST KEEP CONFIDENTIAL

- 15.1 Each Party must:
 - 15.1.1 keep all Confidential Information it receives confidential and secure;
 - 15.1.2 not disclose, use or exploit the disclosing Party's Confidential Information without the disclosing Party's prior written consent, except for the purposes anticipated under the Contract; and
 - 15.1.3 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:

- 15.2.1 where disclosure is required by applicable Law if the recipient Party notifies the disclosing Party of the full circumstances, the affected Confidential Information and extent of the disclosure;
 - 15.2.2 if the recipient Party already had the information without obligation of confidentiality before it was disclosed by the disclosing Party;
 - 15.2.3 if the information was given to it by a third party without obligation of confidentiality;
 - 15.2.4 if the information was in the public domain at the time of the disclosure;
 - 15.2.5 if the information was independently developed without access to the disclosing Party's Confidential Information;
 - 15.2.6 on a confidential basis, to its auditors or for the purposes of regulatory requirements;
 - 15.2.7 on a confidential basis, to its professional advisers on a need-to-know basis; and
 - 15.2.8 to the Serious Fraud Office where the recipient Party has reasonable grounds to believe that the disclosing Party is involved in activity that may be a criminal offence under the Bribery Act 2010.
- 15.3 The Supplier may disclose Confidential Information on a confidential basis to Supplier Staff on a need-to-know basis to allow the Supplier to meet its obligations under the Contract. The Supplier shall remain responsible at all times for compliance with the confidentiality obligations set out in this Contract by the persons to whom disclosure has been made.
- 15.4 The Buyer may disclose Confidential Information in any of the following cases:
- 15.4.1 on a confidential basis to the employees, agents, consultants and contractors of the Buyer;
 - 15.4.2 on a confidential basis to any Crown Body, any successor body to a Crown Body or any company that the Buyer transfers or proposes to transfer all or any part of its business to;
 - 15.4.3 if the Buyer (acting reasonably) considers disclosure necessary or appropriate to carry out its public functions;
 - 15.4.4 where requested by Parliament; and
 - 15.4.5 under clauses 5.8 and 16.
- 15.5 For the purposes of clauses 15.2 to 15.4 references to disclosure on a confidential basis means disclosure under a confidentiality agreement or arrangement including terms as strict as those required in clause 15.
- 15.6 Transparency Information and any information which is disclosed under clause 16 is not Confidential Information.
- 15.7 The Supplier must not make any press announcement or publicise the Contract or any part of it in any way, without the prior written consent of the Buyer and must take all reasonable endeavours to ensure that Supplier Staff do not either.

16 WHEN YOU CAN SHARE INFORMATION

- 16.1 The Supplier must tell the Buyer within 48 hours if it receives a Request For Information.
- 16.2 In accordance with a reasonable timetable and in any event within 5 Working Days of a request from the Buyer, at no additional cost, the Supplier must give the Buyer full co-operation and information needed so the Buyer can:
- 16.2.1 comply with any Request For Information; and
 - 16.2.2 comply with any of its obligations in relation to publishing Transparency Information.
- 16.3 Any such co-operation and/or information from the Supplier shall be provided at no additional cost.

16.4 To the extent that it is allowed and practical to do so, the Buyer will use reasonable endeavours to notify the Supplier of a Request For Information and may talk to the Supplier to help it decide whether to publish information under clause 16. However, the extent, content and format of the disclosure shall be decided by the Buyer, in its sole discretion.

17 INSURANCE

17.1 The Supplier shall ensure it has adequate insurance cover for this Contract.

18 INVALID PARTS OF THE CONTRACT

18.1 If any provision or part-provision of this Contract is or becomes invalid, illegal or unenforceable for any reason, such provision or part-provision shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Contract. The provisions incorporated into the Contract are the entire agreement between the Parties. The Contract replaces all previous statements, or agreements whether written or oral. No other provisions apply.

19 OTHER PEOPLE'S RIGHTS IN THE CONTRACT

19.1 Subject to clause 19.2, 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.

19.2 Clauses 5.7, 24.4 and 24.5 confer benefits on persons named or identified in such provisions other than the Parties (each such person a "**Third Party Beneficiary**") and are intended to be enforceable by Third Parties Beneficiaries by virtue of the 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:

20.1.1 provides written notice to the other Party; and

20.1.2 uses all reasonable measures practical to reduce the impact of the Force Majeure Event.

20.2 Any failure or delay by the Supplier to perform its obligations under the Contract that is due to a failure or delay by an agent, Subcontractor and/or Supplier Staff will only be considered a Force Majeure Event if that third party is itself prevented from complying with an obligation to the Supplier due to a Force Majeure Event.

20.3 Either Party can partially or fully terminate the Contract if the provision of the Deliverables is materially affected by a Force Majeure Event which lasts for 90 days continuously and the consequences of termination in clauses 11.5.1.2 to 11.5.1.7 shall apply.

20.4 Where a Party terminates under clause 20.3:

20.4.1 each Party must cover its own losses; and

20.4.2 clauses 11.5.1.2 to 11.5.1.7 apply.

21 RELATIONSHIPS CREATED BY THE CONTRACT

21.1 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

22.1 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, novate or in any other way dispose of the Contract or any part of it 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.

24 SUPPLY CHAIN

- 24.1 The Supplier cannot sub-contract the Contract or any part of it without the Buyer's prior written consent. The Supplier shall provide the Buyer with the name of any Subcontractor the Supplier proposes to engage for the purposes of the Contract. The decision of the Buyer to consent or not will not be unreasonably withheld or delayed. If the Buyer does not communicate a decision to the Supplier within 10 Working Days of the request for consent then its consent will be deemed to have been given. The Buyer may reasonably withhold its consent to the appointment of a Subcontractor if it considers that:
- 24.1.1 the appointment of a proposed Subcontractor may prejudice the provision of the Deliverables or may be contrary to its interests;
 - 24.1.2 the proposed Subcontractor is unreliable and/or has not provided reliable goods and or reasonable services to its other customers; and/or
 - 24.1.3 the proposed Subcontractor employs unfit persons.
- 24.2 If the Buyer asks the Supplier for details about Subcontractors, the Supplier must provide details of all such Subcontractors at all levels of the supply chain including:
- 24.2.1 their name;
 - 24.2.2 the scope of their appointment; and
 - 24.2.3 the duration of their appointment.
- 24.3 The Supplier must exercise due skill and care when it selects and appoints Subcontractors.
- 24.4 For Sub-Contracts in the Supplier's supply chain entered into wholly or substantially for the purpose of performing or contributing to the performance of the whole or any part of this Contract:
- 24.4.1 where such Sub-Contracts are entered into after the Start Date, the Supplier will ensure that they all contain provisions that; or
 - 24.4.2 where such Sub-Contracts are entered into before the Start Date, the Supplier will take all reasonable endeavours to ensure that they all contain provisions that:
 - 24.4.2.1 allow the Supplier to terminate the Sub-Contract if the Subcontractor fails to comply with its obligations in respect of environmental, social or employment Law; and
 - 24.4.2.2 require that all Subcontractors are paid:
 - (a) before the end of the period of 30 days beginning with the day on which an invoice is received by the Supplier or other party in respect of the sum; or

- (b) if later, the date by which the payment falls due in accordance with the invoice,

subject to the invoice being verified by the party making payment as valid and undisputed;

- 24.4.23 require the party receiving goods or services under the contract to consider and verify invoices under that contract in a timely fashion and notify the Subcontractor without undue delay if it considers the invoice invalid or it disputes the invoice; and

- 24.4.24 allow the Buyer to publish the details of the late payment or non-payment if this 30 day limit is exceeded.

24.5 The Supplier must ensure that a term equivalent to Clause 24.4 is included in each Sub-Contract in its supply chain, such that each Subcontractor is obliged to include those terms in any of its own Sub-Contracts in the supply chain for the delivery of this Contract. References to the "Supplier" and "Subcontractor", in clause 15.14(i) are to be replaced with references to the respective Subcontractors who are parties to the relevant contract.

24.6 At the Buyer's request, the Supplier must terminate any Sub-Contracts in any of the following events:

- 24.6.1 there is a change of control within the meaning of Section 450 of the Corporation Tax Act 2010 of a Subcontractor which isn't pre-approved by the Buyer in writing;
- 24.6.2 the acts or omissions of the Subcontractor have caused or materially contributed to a right of termination under clause 11.4;
- 24.6.3 a Subcontractor or its Affiliates embarrasses or brings into disrepute or diminishes the public trust in the Buyer; and/or
- 24.6.4 the Subcontractor fails to comply with its obligations in respect of environmental, social or employment Law.

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

25 CHANGING THE CONTRACT

25.1 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.

26 HOW TO COMMUNICATE ABOUT THE CONTRACT

26.1 All notices under the Contract shall be in writing and be served by e-mail unless it is not practicable to do so. An e-mail is effective at 9am on the first Working Day after sending unless an error message is received.

26.2 If it is not practicable for a notice to be served by e-mail in accordance with clause 26.1, notices can be served by means of personal delivery or Prepaid, Royal Mail Signed For™ 1st Class or other prepaid, next Working Day service providing proof of delivery. If either of these options are used to serve a notice, such notices 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.

26.3 Notices to the Buyer or Supplier must be sent to their e-mail address (or address, where e-mail is not practicable) in the Order Form.

26.4 This clause does not apply to the service of legal proceedings or any documents in any legal action, arbitration or dispute resolution.

27 DEALING WITH CLAIMS

- 27.1 If a Beneficiary becomes aware of any Claim, then it must notify the Indemnifier as soon as reasonably practical.
- 27.2 at the Indemnifier's cost the Beneficiary must:
- 27.2.1 allow the Indemnifier to conduct all negotiations and proceedings to do with a Claim;
 - 27.2.2 give the Indemnifier reasonable assistance with the Claim if requested; and
 - 27.2.3 not make admissions about the Claim without the prior written consent of the Indemnifier which cannot be unreasonably withheld or delayed.
- 27.3 The Indemnifier must:
- 27.3.1 consider and defend the Claim diligently and in a way that does not damage the Beneficiary's reputation; and
 - 27.3.2 not settle or compromise any Claim without the Beneficiary's prior written consent which it must not unreasonably withhold or delay.

28 EQUALITY, DIVERSITY AND HUMAN RIGHTS

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

29 HEALTH AND SAFETY

- 29.1 The Supplier must perform its obligations meeting the requirements of:
- 29.1.1 all applicable Law regarding health and safety; and
 - 29.1.2 the Buyer's current health and safety policy while at the Buyer's premises, as provided to the Supplier.
- 29.2 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.

30 ENVIRONMENT AND SUSTAINABILITY

- 30.1 In performing its obligations under the Contract, the Supplier shall, to the reasonable satisfaction of the Buyer:
- 30.1.1 meet, in all material respects, the requirements of all applicable Laws regarding the environment; and
 - 30.1.2 comply with its obligations under the Buyer's current environmental policy, which the Buyer must provide, and make Supplier Staff aware of such policy.

31 TAX

- 31.1 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.
- 31.2 Where the Supplier or any Supplier Staff are liable to be taxed or to pay National Insurance contributions in the UK relating to payment received under the Contract, the Supplier must both:
- 31.2.1 comply with the Income Tax (Earnings and Pensions) Act 2003, the Social Security Contributions and Benefits Act 1992 and all other statutes and regulations relating to income tax and National Insurance contributions (including IR35); and
 - 31.2.2 indemnify the Buyer against any Income Tax, National Insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made during or after the Term in connection with the provision of the Deliverables by the Supplier or any of the Supplier Staff.
- 31.3 At any time during the Term, the Buyer may specify information that the Supplier must provide with regard to the Supplier, the Supplier Staff, the Workers, or the Supply Chain Intermediaries and set a deadline for responding, which:
- 31.3.1 demonstrates that the Supplier, Supplier Staff, Workers, or Supply Chain Intermediaries comply with the legislation specified in Clause 31.2.1, or why those requirements do not apply; and
 - 31.3.2 assists with the Buyer's due diligence, compliance, reporting, or demonstrating its compliance with any of the legislation in Clause 31.2.1.
- 31.4 The Buyer may supply any information they receive from the Supplier under Clause 31.3 to HMRC for revenue collection and management and for audit purposes.
- 31.5 The Supplier must inform the Buyer as soon as reasonably practicable if there any Workers or Supplier Staff providing services to the Buyer who are contracting, begin contracting, or stop contracting via an intermediary which meets one of conditions A-C set out in section 61N of the Income Tax (Earnings and Pensions) Act 2003 and/or Regulation 14 of the Social Security Contributions (Intermediaries) Regulations 2000.
- 31.6 If any of the Supplier Staff are Workers who receive payment relating to the Deliverables, then the Supplier must ensure that its contract with the Worker contains requirements that:
- 31.6.1 the Buyer may, at any time during the term of the Contract, request that the Worker provides information which demonstrates they comply with clause 31.2, or why those requirements do not apply, the Buyer can specify the information the Worker must provide and the deadline for responding;
 - 31.6.2 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;
 - 31.6.3 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 31.2 or confirms that the Worker is not complying with those requirements; and
 - 31.6.4 the Buyer may supply any information they receive from the Worker to HMRC for revenue collection and management.

32 CONFLICT OF INTEREST

- 32.1 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 of Interest.

- 32.2 The Supplier must promptly notify and provide details to the Buyer if an actual, perceived or potential Conflict of Interest happens or is expected to happen.
- 32.3 The Buyer will consider whether there are any reasonable steps that can be put in place to mitigate an actual, perceived or potential Conflict of Interest. If, in the reasonable opinion of the Buyer, such steps do not or will not resolve an actual or potential Conflict of Interest, the Buyer may terminate the Contract immediately by giving notice in writing to the Supplier where there is or may be an actual or potential Conflict of Interest and, subject to clause 32.4, where the reason for the unresolvable actual or potential Conflict of Interest is in the reasonable opinion of the Buyer
- 32.3.1 outside of the control of the Supplier, clauses 11.5.1.2 to 11.5.1.7 shall apply
- 32.3.2 within the control of the Supplier, the whole of clause 11.5.1 shall apply.
- 32.4 Where the Supplier has failed to notify the Buyer about an actual or potential Conflict of Interest and the Buyer terminates under clause 32.3, the whole of clause 11.5.1 shall apply.

33 REPORTING A BREACH OF THE CONTRACT

- 33.1 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 27 to 32.
- 33.2 The Supplier must not retaliate against any of the Supplier Staff who in good faith reports a breach listed in clause 33.1 to the Buyer or a Prescribed Person.

34 FURTHER ASSURANCES

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

35 RESOLVING DISPUTES

- 35.1 If there is a dispute between the Parties, their senior representatives who have authority to settle the dispute will, within 28 days of a written request from the other Party, meet in good faith to resolve the dispute by commercial negotiation.
- 35.2 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 35.3 to 35.5.
- 35.3 Unless the Buyer refers the dispute to arbitration using clause 35.4, the Parties irrevocably agree that the courts of England and Wales have exclusive jurisdiction.
- 35.4 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.
- 35.5 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 35.3, 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 35.4.
- 35.6 The Supplier cannot suspend the performance of the Contract during any dispute.

36 WHICH LAW APPLIES

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

V. Annex 1 – Processing Personal Data

Part A Authorised Processing Template

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

The contact details of the Controller's Data Protection Officer are:

Sarah Gallear, Information Governance Manager, Warrington Borough Council,
sgallear@warrington.gov.uk 01925 442405

The contact details of the Processor's Data Protection Officer are: n/a as no personal data to be used

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

Any such further instructions shall be incorporated into this Annex.

Description of authorised processing	Details
Identity of Controller and Processor / Independent Controllers / Joint Controllers for each category of Personal Data	Controller: Warrington Borough Council Processor: Positive Culture
Subject matter of the processing	No personal data will be collected or shared as part of this contract
Duration of the processing	
Nature and purposes of the processing	
Type of Personal Data being processed	
Categories of Data Subject	
Plan for return and destruction of the data once the processing is complete UNLESS requirement under law to preserve that type of data	
Locations at which the Supplier and/or its Subcontractors process Personal Data under this Contract and International transfers and legal gateway	UK

<p>Protective Measures that the Supplier and, where applicable, its Subcontractors have implemented to protect Personal Data processed under this Contract against a breach of security (insofar as that breach of security relates to data) or a Data Loss Event (noting that any Protective Measures are to be in accordance with Annex 6 (<i>Security Management</i>), if used)</p>	<p>N/A</p>
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VI. Annex 2 – Specification

1. Background and context

1.1. Warrington’s Local Plan was adopted in December 2023.

1.2. The Government subsequently updated the National Planning Policy Framework (NPPF) in December 2024, which included significant changes to Green Belt policy, and a new methodology for establishing housing need.

1.3. The potential implications of the changes to the NPPF for Warrington were set out in a Report to the Council’s Cabinet in March 2025. The Report confirms the Council’s commitment to update Warrington’s Local Plan to respond to the new NPPF with the aim of having a new Plan in place by December 2028, at which point the current Local Plan will be 5 years old. A copy of this report is available on the Council’s web site: March 2025 Cabinet Report

1.4. The Council will be producing a new style Local Plan under the Levelling Up and Regeneration Act 2023.

1.5. A new Green Belt Assessment (GBA) will form part of the evidence base which will inform the update of the Local Plan.

1.6. The findings of the Assessment will be taken into account alongside other evidence in making decisions about possible changes to Green Belt boundaries and will also be used in planning application decision-making.

2. National Green Belt Policy

2.1 The purpose of a GBA is to assess how effectively the Green Belt serves the five purposes of the Green Belt as set out in paragraph 143 of the National Planning Policy Framework (NPPF):

- To check the unrestricted sprawl of large built up areas;
- To prevent neighbouring towns merging into one another;
- To assist in safeguarding the countryside from encroachment;
- To preserve the setting and special character of historic towns; and
- To assist in urban regeneration, by encouraging the recycling of derelict and other urban land.

2.2 The NPPF states that the fundamental aim of Green Belt policy is to prevent urban sprawl by keeping land permanently open; the essential characteristics of Green Belts are their openness and their permanence (paragraph 142).

2.3 Paragraph 148 of the NPPF states that “...when drawing up or reviewing Green Belt boundaries, the need to promote sustainable patterns of development should determine whether a site’s location is appropriate...”. The GBA is not a document that will draw up or review Green Belt boundaries, that is the role of the Local Plan.

2.4 Paragraph 148 additionally states that where it is necessary to release Green Belt land for development, plans should give priority to previously developed land, then consider grey belt that is not previously developed and then other Green Belt locations.

2.5 'Grey Belt' is defined as land within the Green Belt, which encompasses previously developed land and land that does not strongly contribute to any of the following 3 of the 5 purposes of Green Belt:

- * Purpose (a) - to check the unrestricted sprawl of large built-up areas;
- * Purpose (b) - to prevent neighbouring towns merging into one another; and
- * Purpose (d) to preserve the setting and special character of historic towns.

2.6 The PPG 'Green Belt' provides more detailed information on the considerations involved in assessing the contribution Green Belt land makes to the Green Belt purposes, particularly in respect to identifying grey belt land.

3. Warrington's Green Belt

3.1 Warrington's Green Belt was first considered in the Cheshire Structure Plan 1979 which contained the first formal Green Belt policy in the county. The Key Diagram within the plan showed that Warrington was proposed to accommodate housing for local needs for incoming workers and for New Town growth. The New Town Designated Area was indicated in diagrammatic form and the Green Belt was shown as surrounding the designated area.

3.2 It wasn't until 2006 when the Unitary Development Plan was adopted that a detailed Green Belt boundary for Warrington was confirmed.

3.3 Warrington's Green Belt boundaries were amended as part of the recent Local Plan review and the revised boundaries were confirmed in the Warrington Local Plan 2021/22-2038/39 when it was adopted on 4th December 2023.

3.4 In preparing the Local Plan, the Council commissioned ARUP to undertake a comprehensive Green Belt Assessment. This was originally commissioned in 2016, with subsequent updates to support each stage of the plan making process.

3.5 Local Plan Policy GB1 sets out areas of land which have been removed from the Green Belt and defines Warrington's revised Green Belt boundaries. It also confirms the settlements which are 'inset' from the Green Belt and those settlements which are 'washed over' within the Green Belt.

4. Project objectives and scope

4.1 The overall aim of the GBA is to provide the Council with an independent and comprehensive assessment of the Warrington Green Belt and to identify areas of grey belt land. The GBA should review the status and boundaries of the Borough's inset and washed over Green Belt settlements and then sub-divide the existing Green Belt into appropriate land parcels and identify the relative value of each in Green Belt terms.

The Assessment should also include a review of the sites submitted through the Council's forthcoming 'Call for Sites' which is envisaged to take place for a 6 week period starting in

4.2 October 2025 (subject to the publication of Local Plan Regulations by Government as outlined under section 9).

4.3 Further details on these requirements are provided below. The Council will require the consultant to prepare a detailed methodology for undertaking the GBA to be agreed with the Council as the first stage of the commission.

4.4 The GBA should reference and incorporate relevant elements of the existing Green Belt Assessment where appropriate, in order to ensure consistency and build upon previous work. The methodology must clearly outline how the existing assessment will be used to inform the new assessment, including the extent to which previous findings will be relied upon or revised. As part of this process, any gaps, limitations, or areas requiring updates—such as changes in planning policy or land use—should be identified and addressed to ensure the new assessment is robust and reflects current policy requirements.

4.5 Establishing definitions

4.5.1 In order to ensure a robust assessment relating to each of the Green Belt purposes, the GBA must first define what is:

- * A 'large built-up area' in the context of Green Belt purpose (a);
- * A 'town' in the context of Green Belt purpose (b); and
- * A 'historic town' in the context of Green Belt purpose (d).

4.5.2 The GBA report must include a reasoned justification how each of these have been defined.

4.6 Identification and review of existing settlements

4.6.1 The status of washed-over and inset settlements should be reviewed to establish whether their current designation remains appropriate and if any additional settlements should be identified. Settlement boundaries should be assessed as part of this process to determine whether any adjustments are necessary.

4.7 Identifying appropriate Green Belt land parcels for assessment

4.7.1 The Green Belt should be subdivided into distinct parcels to enable a detailed assessment. A justified, robust and consistent methodology should be established for the identification of land parcels and their appraisal against the five purposes of the Green Belt set out in the National Planning Policy Framework (NPPF). The methodology identified should accord with national policy, draw on best practice, the experience of the consultants and have regard to the views of neighbouring local authorities and other relevant stakeholders.

4.7.2 The methodology will explain the factors that will be taken into account in the identification of land parcels, taking into account the advice in the Planning Practice Guidance (Paragraph: 004 Reference ID: 64-004-20250225).

4.7.3 Amongst other things, this methodology should:

- Ensure that the land parcels identified are such that clear conclusions can be made about their value in Green Belt terms;
- Have regard to the need for Green Belt boundaries to be clearly defined, using physical features that are readily recognisable and likely to be permanent;
- Take account of land outside of the Warrington local authority boundary where this has implications for land within it;
- Consider the context of inset and Green Belt settlements (as defined in Policy GB1 of the adopted Local Plan 2023) and assess their relationship with the Green Belt.
- Confirm the extent of parcels to be subject to detailed assessment, with particular attention given to areas identified as having potential for change

4.8 Undertaking the Assessment

4.8.1 The methodology will also outline the assessment criteria and ranking system that will be used to judge performance of individual parcels against the Green Belt purposes and to identify whether land is potentially grey belt, taking into account the advice in the Planning Practice Guidance (Paragraphs: 005 Reference ID: 64-005-20250225, 006 Reference ID: 64-006-20250225 and 007 Reference ID: 64-007-20250225). It is critical that the methodology identified, both in terms of the identification of land parcels and their assessment, results in clear and meaningful conclusions about the relative value of land from a Green Belt perspective.

4.8.2 Areas adjacent to existing allocation sites should be identified and evaluated, on the assumption that the allocated development will proceed. The potential impact of development on the purposes of the Green Belt must be a key consideration throughout the assessment process.

4.8.3 In addition, the assessment should provide a clear view on how the requirements set out in the Planning Practice Guidance regarding the impact of development on the remaining Green Belt will be addressed (Paragraph: 008 Reference ID: 64-008-20250225).

4.9 Assessment of Sites submitted through the 'Call for Sites' Process

4.9.1 Following the Call for Sites process, a filtering stage should be undertaken to identify and exclude sites that are unsuitable for further assessment. This includes sites at significant risk of flooding, as identified through Strategic Flood Risk Assessments and Environment Agency data; sites in unsustainable locations, such as those lacking adequate access to infrastructure, public transport, or essential services; and sites subject to environmental designations, including Sites of Special Scientific Interest (SSSIs), Ancient Woodlands, and protected habitats.

4.9.2 The methodology and justification for the filtering of sites should be agreed with the Council. This initial filtering process is essential to ensure that only sites with a realistic potential for development progress to the detailed assessment stage.

4.9.3 Site assessments should be undertaken for all sites remaining after the initial filtering stage to determine their contribution to the Green Belt and their status as potential Grey

Belt land. The assessment should use the same methodology as that undertaken for the assessment of parcels.

4.9.4 It is anticipated that the Council will receive a similar number of sites to those submitted during the previous Local Plan review. These were all assessed as part of the previous Green Belt Assessment undertaken for the Council by ARUP. This will also include an assessment of all sites which are assessed as 'constrained' in respect of Green Belt in the Council's latest Strategic Housing Land Availability Assessment (SHLAA).

4.10 Ongoing Support

4.10.1 The consultants undertaking the Green Belt assessment will be retained to provide continuity and expertise throughout the process of preparing Warrington's new Local Plan.

5. Extent of the Green Belt Assessment

5.1 The extent of the assessment is limited to the administrative boundaries of Warrington Borough Council. However, as Green Belt is not constrained by the borders of Local Authority areas, it is expected that the consultant will liaise with neighbouring authorities and other stakeholders as appropriate. This wider involvement is essential and will need to be accurately recorded for demonstrating Duty to Co-operate requirements. In this regard, it is envisaged that a future Spatial Development Strategy (SDS) will be prepared covering Warrington, Cheshire East and Cheshire West & Chester. Initial discussions on the future SDS are being undertaken as part of the devolution proposals for Cheshire and Warrington.

6. Information to be supplied by the Council

6.1 The Council will supply the following information to the successful consultants:

- Warrington Borough Council adopted Local Plan 2023
- Local Plan Evidence base
- Latest Housing and Employment Monitoring
- Warrington Adopted Local Plan (2023) Inspectors Report
- Previous Green Belt Assessments
- Other baseline information upon request

7. Final report

7.1 The final report will:

- Clearly explain and fully justify the methodology used and assumptions made;
- Fully and clearly explain the findings;
- Include all relevant information and analysis;
- Reference all sources of data;
- Incorporate an executive summary;
- Assign one unique reference number to each site;
- Make good use of maps, graphs, diagrams and tables; and
- Detail Duty to Co-Operate engagement and outcomes.

8. Format and presentation of reports

8.1 The final assessment should comprise of a comprehensive accessible report, detailing the methodology and assessment outcomes, accompanied with a GIS layer(s) which identifies the various land parcels appraised through the study, clearly linked to the report's conclusions. The parcel/site assessments should be provided in CSV or Excel format, accompanied with GIS outputs delivered on an OS base as a MapInfo-compatible layer(s) to ensure integration with the council's GIS systems.

8.9 All stages of the study, including the analysis, results and the reports should be made available in Microsoft packages compatible with Microsoft Office 2010 or later, unless otherwise agreed. All documents should be provided in an accessible format.

9. Project timescale

9.1 The timetable for receipt of written quotations is as follows:

Issue of invitation to submit written quotation	11 th July 2025
Deadline for any questions via the Chest	1 st August 2025
Deadline for receipt of written quotations via the Chest	8 th August 2025
Intention to award (provisional)	21 st August 2025
Intention to award (confirmed)	2 nd September 2025
Inception meeting	Week commencing 15 th September 2025

9.2 Project key milestones are as follows:

Part 1 Methodology	Completed within 2 weeks of contract signing
Part 2 Review of inset / washed over settlements and identification and assessment of land parcels	Completed by 12 th December
Part 3 Call for sites assessment	Completed by 30 th January
Draft report	Completed by 27 th February
Submission of Final Report	Completed by 31 st March

9.3 The payment stages will be made upon the satisfactory completion of the following work stages:-

Methodology	25%
Review of inset / washed over settlements and assessment of land parcels assessment	25%
Call for Sites assessment	25%
Submission of Final report	25%

VIII. Annex 4 – Supplier Tender

Understanding the Brief

Question 1 of 2

Please outline your understanding of the study's aims and objectives, demonstrating how you interpret these in the context of current national planning policy

Answer

The study's aims and objectives are rooted in the need to ensure that Warrington's Local Plan remains aligned with evolving national policy, particularly following the December 2024 update to the National Planning Policy Framework (NPPF). The core aim of the Green Belt Assessment (GBA) is to provide a robust, independent evaluation of Warrington's Green Belt, identifying areas of grey belt land and assessing the contribution of different parcels to the five purposes of Green Belt as defined in the NPPF. The study must not undermine the fundamental aims of Green Belt policy (to prevent urban sprawl by keeping land permanently open) and maintain the essential characteristics of Green Belts (their openness and their permanence). This assessment is being undertaken in the context of significant national policy change. The updated NPPF introduced a revised methodology for calculating housing need and made substantial amendments to national Green Belt policy and guidance. These changes have direct implications for Warrington's adopted Local Plan, prompting your commitment to update the Plan by December 2028. The GBA will form a critical part of the evidence base for this update, ensuring that any proposed changes to Green Belt boundaries are sound. The study also responds to paragraph 148 of the NPPF, which introduces a sequential approach to Green Belt release, prioritising previously developed land, then grey belt (including potential grey belt), and finally other Green Belt land. The identification of grey belt is therefore a key objective of the GBA. This aligns with the Government's broader emphasis on promoting sustainable patterns of development and making efficient use of land. In addition to assessing land parcels, the GBA will review the status and boundaries of inset and washed-over settlements, and incorporate sites proposed in your forthcoming call for sites. This ensures that the assessment is comprehensive and responsive to local development pressures and opportunities. The methodology will build on previous assessments while addressing any gaps or limitations in light of the new policy context. The study is designed to ensure that Warrington's Green Belt continues to function effectively within the framework of updated national planning policy and guidance. It will provide a transparent, evidence-based foundation for future decisions on Green Belt boundaries, supporting your ambition to deliver sustainable growth while protecting the openness and permanence of the Green Belt. The GBA is therefore not only a technical exercise but a strategic tool to help balance development needs with environmental and community priorities in line with the latest national guidance.

Question 2 of 2

Please explain how your team will add value to the project over and above the key requirements of the brief

Answer

We are using the national reset in policy/guidance as a way of reinvigorating the old approach to Green Belt Assessment, as practiced by a very small number of players in the sector, which was often somewhat opaque and inconsistent. Our method seeks to ensure that it is replicable and other suitably qualified professionals would come up with the same or similar conclusions based on the methodology and assumptions applied in the study. Our approach includes working with

officers and other partners to develop and confirm the methodology and its application, built around a series of workshops, bringing the LPAs on the journey. This includes engagement with neighbouring authorities. Ensuring that outcomes of the GBA are presented in the clearest possible way, with a view to generating confidence amongst stakeholders and the public. We bring one-team multidisciplinary excellence including leaders in spatial planning and appraisal, landscape planning, GIS and heritage. All of these experts are in house and have collaborated on many planning policy studies of this nature, including GBAs. Through previous SA work, the project team has good understanding of the local planning context.

Personnel Details

Question 1 of 2

Please provide details of your proposed project team, including a named project leader, the proposed management structure, qualifications, competence and relevant experience of the people to be employed on this project

Answer

We have assembled a project team with the skills and experience required to meet the brief's specification. CVs are available on request. The team is structured around the PM and Deputy PM, overseen by the Lead Verifier, with other team members reporting into them. The PM team will be responsible for client liaison. Project Lead/PM: David Carlisle BSc (Hons) MA MRTPI is an Associate Director with 10 years' public sector experience and 13 years in consultancy. He is specialist in strategic planning, plan making and policy. David is currently project managing Surrey Heath's and Hertsmere's Green Belt Review and has previously supported the London Borough of Bromley to remove Green Belt from Biggin Hill Airport via the Local Plan, including defending his professional judgements with respect to Green Belt at the EiP. Lead Verifier: Ben Castell BA(Hons) MPhil MRTPI is a Director in AECOM's Town Planning team specialising in strategic planning, plan making and masterplanning. He leads AECOM's Policy team, working at all scales from the neighbourhood to the national. He is Lead Verifier or Project Director for the Buckinghamshire, Surrey Heath and Hertsmere GBAs. Deputy PM/Planning: Tim Fearn BA(Hons), MSc has 6 years' experience supporting LPAs and Neighbourhood Planning groups with policy development, site assessment and capacity studies, as well as 2 years' central government experience working on development plan policy. He recently finished a secondment to Uttlesford District Council where he led on the HELAA update and the Local Plan environmental and infrastructure policies, representing the Council at the examination hearings and managing external specialist consultants. Advisor: Ian McCluskey, Associate Director led on our SA work in Warrington and will ensure this knowledge is fed into the project, acting as planning adviser on this commission. Planning: Amy Ingle MPlan MRTPI is a Senior Planner. Amy has undertaken Green Belt Assessments on behalf of clients including Sevenoaks District Council, Buckinghamshire Council and London Borough of Barking and Dagenham, responsible for undertaking site visits, field data collection and reporting. Landscape Lead: Rebecca Condillac BA(Hons) DipLA CMLI is an Associate Director and chartered landscape architect with over twenty years' experience in landscape assessment. She is a specialist in landscape planning with extensive experience in landscape and visual assessment for a range of projects. She has also acted as an expert witness at Public Inquiry. Landscape: Hannah Waite BA(Hons) MA Hannah graduated with a distinction in MA Landscape Architecture in September 2022. Whilst studying for her masters, she spent a year as a Landscape Intern, providing her with invaluable industry experience. Heritage: Ruth Haigh BA

(Hons) MSc MRTPI is a Senior Built Heritage Consultant and Chartered Town Planner specialising in historic buildings and managing change within the historic environment. Ruth has a wide variety of experience in assessing the impact of proposals on designated and non-designated heritage assets and is well versed in heritage planning, legislation and interactive mapping. Planning/GIS support: Caitlin Ebsary BA MSc is a Graduate Planner, involved in a variety of projects across both development management and policy.

Question 2 of 2

Please give details of previous commissions of a similar nature, including details of the commissioning body and the roles of the team named in the previous question where relevant.

Answer

AECOM is a leading provider of support to local plan-making nationally, with over 70 chartered town planners across the UK. We lead on the full range of spatial planning and evidence base studies, including Green Belt Assessments. For example, we have a framework contract with Lewes and Eastbourne Councils under which we undertake the great majority of consultant-led work in support of the two emerging local plans, which has included extensive landscape-focused work with respect to the South Downs sensitivities and constraints. For Buckinghamshire Council, we are currently undertaking one of the first Green Belt Assessments to use the approach in the new guidance, and we are also leading on SA for the Local Plan. We are also leading on SA for their Local Plan. We are also undertaking the Green Belt Review (incorporating a Grey Belt Assessment) and accompanying Sustainability Study for Surrey Heath Borough Council. The outputs of which will provide a robust, up-to-date assessment of the function and status of Green Belt in Surrey Heath and taking account of recent changes to policy and guidance, including the introduction of Grey Belt. The accompanying Sustainability Study is to determine the ease of access to daily facilities for existing and future residents, by active modes and public transport. We have also been instructed to undertake a Green Belt Assessment on behalf of a Hertfordshire-based authority, as part of a wider Local Plan support programme (subject to standstill period). We have good experience in Warrington. We undertook the sustainability appraisal (incorporating equalities assessment) and Habitat Regulation Assessment in support of the Warrington Local Plan Review. As part of the commission we have:

- Prepared SA Scoping Report and Interim and Final SA Reports and HRAs;
- Considered and appraised alternative approaches to the key issues of housing growth and distribution;
- Appraised reasonable site options;
- Assisted the Council in identifying the preferred approach to housing growth and distribution and site allocations; and
- Supported at EiP; responding to comments, preparing hearing statements, preparing an SA Report addendum.

Furthermore, we have been part of the ongoing regeneration of Warrington for over 10 years that has been captured in the Town's economic development programme 'Warrington Means Business' (WMB) that has at its foundation the ongoing AECOM master planning work. The masterplan forms a part of a wider investment ambition and is not a policy document – it is a programme of work for public sector partners (Warrington Borough Council and Warrington & Co) and a portfolio of investment and business opportunities for the private sector. Warrington is also central to the Northern Powerhouse – a national growth priority and the Council is working strongly with Transport for the North to reinforce Warrington's connectivity. Team involvement: Buckinghamshire GBA: Ben Castell, Lead Verifier; Amy Ingle, Planner Surrey Heath GBA: David Carlisle, PM; Ben Castell, PD; Amy Ingle, Planner Hannah Waite, Landscape Hertfordshire Authority GBA: David Carlisle, PM; Tim Fearn, overall PM; Ben Castell, LV; Amy Ingle, Planner; Hannah Waite, Landscape; Caitlin Ebsary, Planner Warrington SA: Ian McCluskey, PM

Methodology

Question 1 of 2

Please outline your approach and methodology for carrying out the study aims and objectives identified in Section 5 of the Invitation to Tender and the relevant requirements of the National Planning Policy Framework (NPPF) and National Planning Practice Guidance (NPPG).

Answer

We will produce a GBA in line with the Green Belt PPG, i.e. an assessment aimed at identifying grey belt but also assessing against all of the NPPF purposes. We present 3 stages below.

Stage 1a Project initiation and review of previous work The project will start with an inception call to confirm the method, objectives/key milestones and outputs. A detailed information/data exchange will follow, along with a live Project Execution Plan (PXP) which shall be maintained throughout. Previous studies will be critically reviewed in light of recent significant changes to Green Belt policy and guidance. Where possible, existing assessment areas will be used but some, particularly at settlement edges, may require subdivision.

Stage 1b Defining settlements and assessment areas We will engage with neighbouring local authorities on the settlement classification approach, and, as the study progresses, on other relevant matters. We will arrange a workshop with neighbouring authorities and other stakeholders as appropriate. Warrington is clearly a large built up area; the classification of other settlements requires sound justification. Our approach involves defining small assessment areas (AAs) around settlements to allow for more nuanced differentiation between parcels in terms of grey belt potential. This contrasts with larger parcels, where conclusions could be challenged for failing to account for internal variation. The PPG advises that “it will in most cases be necessary... to divide... Green Belt into separate [AAs] [to] identify grey belt”, but our approach will balance granularity with coherence by ensuring that AAs are logically defined with potentially defensible boundaries.

Stage 2a Purposes and footnote 7 assessment Many AAs can be identified at the outset as having no potential to make even a moderate contribution to any of the purposes. The remaining AAs will be assessed. There is no guidance or agreed methodology for evaluating NPPF footnote 7 constraints, but AECOM has significant experience of supporting local/neighbourhood plan spatial strategy and site selection, and precedent is emerging all the time. Our approach will be targeted and sequential. AAs ruled out as being grey belt due to their Green Belt purposes contribution do not require footnote 7 constraints assessment. For others, constraints will be considered in order, with ‘failure’ under one constraint potentially precluding the need to assess (or, at least, reach a conclusion) under subsequent constraints. Most analysis will be desk-based and GIS-driven. Site visits will take place as part of the purposes and footnote 7 assessments for those AAs where desk-based analysis does not yield definitive conclusions.

Stage 2b Wider impact and sites assessment Once grey belt (and potential grey belt) is defined/identified we will explore the spatial implications of releasing a large proportion of Green Belt for development. Assumptions regarding ‘sustainable locations’ will be built in here. At this stage we will ensure the assessment covers all call for sites submissions.

Stage 3 Report A final report will set out the intended use of the findings, scope, methodology, baseline, baseline data, analysis, findings, and conclusions. It will also highlight mitigation opportunities and areas for further research.

Question 2 of 2

Provide a Gantt chart setting out for each stage of the work which members of staff will be involved and for how many hours / days.

Answer

Please see attached PDF which should be read in conjunction with our responses to questions 1.2.1 (resourcing) and 1.3.1 (methodology).

Green Belt Assessment Programme		September			October			November			December			January			February			March			April															
		1	8	15	22	29	6	13	20	27	3	10	17	24	1	8	15	22	29	5	12	19	26	2	9	16	23	2	9	16	23	30	6	13	20	27		
Project Management	Progress meetings																																					
	Appointment / contract completion																																					
Stage 1a: Project initiation and review of previous work	Inception meeting																																					
	Information exchange																																					
	Deliverable 1- Project Execution Plan																																					
	Methodology drafting																																					
	Deliverable 2- Methodology																																					
Stage 1b: Defining settlements and assessment areas	Data, evidence and document review																																					
	GIS database setup																																					
	Settlement classification																																					
	Define NPPF FN7 exclusions																																					
	Define Assessment Areas																																					
Stage 2a: Purposes and Footnote 7 assessment	Engagement with neighbouring authorities																																					
	Desktop assessment of each AA																																					
	Site visits to selected parcels																																					
	Draft AA assessment conclusions																																					
	Deliverable 3: Assessment Area conclusions																																					
Stage 2b: Wider impact and sites assessment	Workshop to review draft conclusions																																					
	Refine conclusions following client review																																					
	Information exchange / confirmation of site list																																					
	Desktop assessment of submitted sites																																					
	Deliverable 4: Call for Sites assessment conclusions																																					
Stage 3: Report	Site visits to selected sites																																					
	Draft conclusions of site assessment																																					
	Workshop to review draft conclusions																																					
	Refine conclusions following client review																																					
	Deliverable 5: Draft report																																					
Stage 3: Report	Preparation of draft report																																					
	Deliverable 6: Final report																																					
	Workshop to review draft report																																					
	Refine report following client review																																					

Resourcing		
Work stage	Team member	Days
Project Management	Ben Castell	1.5
	David Carlisle	6.5
	Tim Fearn	6.5
	Ian McCluskey	0.5
Stage 1a: Project initiation and review of previous work	David Carlisle	1
	Tim Fearn	1
	Ian McCluskey	0.5
	Caitlin Ebsary	2
Stage 1b: Defining settlements and assessment areas	David Carlisle	1
	Tim Fearn	1
	Ian McCluskey	0.5
	Amy Ingle	2
Stage 2a: Purposes and Footnote 7 assessment	Caitlin Ebsary	4
	David Carlisle	3
	Tim Fearn	6
	Ian McCluskey	0.5
	Amy Ingle	4
Stage 2b: Wider impact and sites assessment	Rebecca Condillac	0.5
	Hannah Waite	2
	Ruth Haigh	2
	Caitlin Ebsary	4
	David Carlisle	2
Stage 3: Report	Tim Fearn	4
	Amy Ingle	10
	Rebecca Condillac	1
	Hannah Waite	10
Stage 3: Report	Caitlin Ebsary	4
	David Carlisle	1
	Tim Fearn	1
	Amy Ingle	2.5
Stage 3: Report	Caitlin Ebsary	2.5
	Hannah Waite	1

Additional Suggestions

Question 1 of 1

We'd like to hear any other information that you would like to provide which is appropriate and relevant to your tender submission which you believe is a variation to the specification and/or other information that should be taken into account in the study, to reflect NPPG or best practice.

Answer

From our conversations on GBA's with MHCLG, we understand that the primary aim of this funded round of assessments is the identification of grey belt. As the brief covers this and also goes beyond to include individual assessment of land promoted through the call for sites, we do not feel that variation to the specification is required. The specification is very clear and all of the necessary bases are covered.

Satisfactory Reporting Framework

Question 1 of 2

Please describe your proposed approach for maintaining regular and effective communication with project officers throughout the duration of the contract. Include details on communication channels, frequency of updates, and how you will ensure responsiveness and clarity.

Answer

The Project Manager (David Carlisle) will be supported by a designated Deputy Project Manager (Tim Fearn). The Deputy Project Manager will be fully briefed member to ensure that, in the event of the Project Manager being unavailable for any reason, the service, including meeting attendance, would be unaffected. All projects have multiple members of staff working on them, so information is never held with one individual. All projects have a Project Execution Plan (PXP) produced which sets out for ease of reference the scope of the project, special instructions from the client, the budget for the project, a programme for the work and links to where key information including deliverables are saved. This enables another staff member to pick up any project and take it forward if another staff member is ill or otherwise unavailable. David and Tim will be responsible for maintaining regular communication with the client PM. This will include regular meetings for the duration of the project, assumed to be online, and well as ad-hoc discussions whenever required. The meetings will run to an agreed agenda supported by a written progress log to include: • Work done in the period since the last update • Work planned for the period before the next update • Wider update on programme • Issues arising that need resolving by the wider project management team We propose monthly meetings, plus ad-hoc where required, and are happy to provide fortnightly written updates. AECOM's approach to communication is embedded in our Quality Management System (QMS), which complies with the requirements of the British Standards Institution (BSI)'s ISO 9001:2015 international standard. As a company, we are fully committed to the management principles underlying the standard and to AECOM's QMS. These principles emphasise the need to understand our customers' needs and preferences and meet their requirements. To accomplish this goal, AECOM's Global Quality Policy Q1-001-PL1 defines six quality principles, aligned to the AECOM core values, that define how leadership and employees can engage in the quality objectives and processes. This approach includes continual reassessment and improvement of the underlying processes and promotes decision-making

based on factual information and data. Through consistent application of the QMS, AECOM's opportunity to create mutually beneficial value for AECOM, its suppliers and customers is enhanced, which in turn enhances our customer's ability to create value for their end users.

Question 2 of 2

Question

Explain how your team will manage any challenges or issues that arise during the project. Describe your process for timely escalation, resolution, and keeping officers informed of progress or changes.

Answer

We employ a structured and proactive approach to managing challenges and issues during a project. Our process ensures timely escalation, resolution, and continuous communication with all stakeholders, including officers, to maintain alignment and transparency.

- **Early Identification and Monitoring:** We implement an Early Warning System (EWS) at the outset of the project. This system enables team members to promptly identify and report potential risks or challenges that might impact the project timeline, cost, or quality. These risks are logged into a project risk register, where they are monitored and assessed for impact and likelihood.
- **Collaborative Problem-Solving:** Upon identifying an issue, our project team convenes to discuss and develop mitigation strategies. This includes engaging relevant stakeholders to ensure that solutions are comprehensive and aligned with project objectives. We emphasise open communication and collaboration to foster a shared understanding and collective resolution.
- **Structured Escalation Process:** For issues requiring higher-level intervention, our escalation process ensures that concerns are directed to the appropriate level of management. This process involves: — Immediate notification to the Project Manager. — Escalation to the client contact or senior management if the issue cannot be resolved at the project level. — Development of an action plan with clear responsibilities and timelines to address the issue. — Regular updates to the client and stakeholders to ensure transparency and alignment.
- **Continuous Communication:** We maintain regular reporting through dashboards and status updates. These reports provide a clear overview of project progress, highlight any deviations, and outline corrective actions taken. This ensures that officers and stakeholders are kept informed and engaged throughout the project lifecycle.
- **Feedback and Continuous Improvement:** Post-resolution, we conduct a review to capture lessons learned and refine our processes. This iterative approach enhances our ability to anticipate and mitigate future challenges effectively. By integrating these practices, AECOM ensures that challenges are managed efficiently, fostering a collaborative environment that supports project success and stakeholder satisfaction.

The project will be managed through a PXP, produced by the project manager and approved for use by the Project Lead. The PXP is a formal, version-controlled document defining the approach to use throughout the project to deliver the scope of services and to communicate that scope to the AECOM and client teams. Importantly, the PXP is shared with the client project manager in a fully open manner. It is a working document and changes to it will be flagged to the client project manager for their information and approval. A qualified AECOM Lead Verifier will review the project's key outputs against what has been agreed in the PXP.

Timescales

Question 1 of 3

Please indicate whether the dates set out are realistic and achievable.

Answer

yes

Question 2 of 3

If you have answered no to the previous question, please explain why and provide an alternative timetable.

Answer

n/a

Question 3 of 3

Please provide information setting out how you will meet the anticipated timetable set out under section 9.2 of Appendix B or the alternative timetable you have offered and justified.

Answer

Our approach to project management is designed to ensure that any risks to the programme are identified early and effectively mitigated to minimise or eliminate delays, and we have a strong track record of successful delivery against demanding timetables. An inception meeting at the earliest possible opportunity following appointment would allow the client team to request clarification of any aspects of the AECOM proposal and to challenge the methodology. Any amendments to the methodology agreed at inception will be saved into a Project Execution Plan (PXP) which is the agreed approach between the client team and AECOM. Information exchange would take place within the first two weeks of the project. Monthly meetings will be held between the AECOM project management team and the client to review the PXP and to check that deliverables are on track. These meetings would be informed by weekly updates from the technical teams to the project management team which would allow any issues to be identified early so that solutions can be found. Technical Leads can be brought in to regular meetings whenever needed or additional meetings set up to discuss issues that arise. Our extensive experience of Local Plan evidence studies is that both the client and technical teams find it useful to have ad hoc meetings where needed, if a question arises or new information comes to light. It is also often useful to bring in more than one technical team to a call to discuss interdependencies between workstreams.

Assumptions and risks identified

Question 1 of 1

Please list any assumptions and risks to delivery that can be envisaged at present, stating clearly how your team aims to overcome any identified risks.

Answer

The key risks to delivery are: • Time and resource constraints: This can be managed through clear, detailed methodology, deliverables and timelines, regular progress meetings, and ensuring scope amendments are implemented smoothly to avoid delays. We can draw on our large specialist

consultant team for support in the event of unforeseen absence. • Conflicts with local political objectives: The study may reach conclusions that conflict with local political positions or Council objectives. Early engagement of elected members can help to manage expectations and we could facilitate workshops with members to explain the choices that have to be made to deliver sustainable growth. • Conflicts within the evidence base: There may be inconsistencies in the assumptions, data and methodologies used in the GBA and related evidence studies. We would use the inception meeting to understand linkages with other studies, and the project management team would seek to coordinate delivery of the GBA with any related studies. A shared baseline dataset will be set out and agreed in advance. • Unforeseen changes during the programme: There may be changes in national policy, local political changes or high-profile local planning appeals that could arise. As far as possible we will build flexibility into the programme and budget to allow for change management. We closely monitor planning reform updates, industry announcements and planning decisions to ensure that risks to the programme are quickly identified and agree a pragmatic and proportionate approach with the client to events beyond our control. Fee assumptions are included in the Pricing Schedule.

Social Value

Question 1 of 2

Please describe how as a company, you develop employment and training opportunities for young people to ensure a skilled workforce for the future?

An At AECOM, we are committed to fostering the development of a skilled workforce for the future by creating robust employment and training opportunities for young people. We actively address skills gaps and labour shortages by collaborating with government bodies, academic institutions, and local communities to identify areas of growth and proactively develop the necessary skills. For instance, we conduct skills needs analyses tailored to specific project scopes to identify and address potential shortages. Our initiatives include engaging with schools and colleges to provide career advice and STEM workshops, aiming to attract young people, particularly those from underrepresented groups, into STEM careers. We delivered over 1,200 hours of school engagement per year, showcasing our dedication to supporting skills growth. Additionally, our apprenticeship and graduate programs offer technical and professional experience, preparing young individuals for careers in the built environment. We also implement innovative programs

such as the Imagineers Initiative, which encourages creativity and problem-solving among students, and our Apprentice Plus scheme, which targets individuals re-entering the workforce or starting a new career. Through these efforts, we ensure that our workforce remains diverse, inclusive, and equipped to meet the challenges of a rapidly evolving industry.

Question 2 of 2

Please describe your approach to promoting sustainable transport options and minimizing carbon emissions associated with site visits.

Answer:

At AECOM, we actively promote sustainable transport options and implement measures to minimise carbon emissions associated with site visits. Our approach includes the following strategies:

- Encouraging Low-Emission Vehicles:** We are transitioning our fleet to electric and hybrid vehicles, supported by the installation of charging infrastructure at our offices. This initiative is part of our broader commitment to decarbonizing our fleet and reducing Scope 1 emissions.
- Promoting Car-Sharing and Public Transport:** We advocate for car-sharing programs and the use of public transportation among our employees. Additionally, we have developed tools like the "My Mobility Hub," which provides real-time data to help users select sustainable travel options, including public transport, e-cars, and e-bikes.
- Utilising Virtual Meetings:** To reduce the need for travel, we leverage digital collaboration tools extensively. This approach has proven effective in maintaining productivity while significantly cutting down on travel-related emissions.
- Implementing Sustainable Travel Policies:** Our "Travel with Purpose" guidance prioritises sustainable travel modes, such as walking, cycling, and public transport, and emphasizes the use of digital tools to avoid unnecessary travel. These measures are part of our broader commitment to achieving net-zero emissions and fostering a culture of sustainability within our operations and projects.

IX. [Annex 5 – Optional IPR Clauses]

Not Used

X. Annex 6 – Security Management

1 SUPPLIER OBLIGATIONS

Core requirements

- 1.1 The Supplier must comply with the core requirements set out in Paragraphs 3 to 9.
- 1.2 Where the Buyer has selected an option in the table below, the Supplier must comply with the requirements relating to that option set out in the relevant Paragraph:

Certifications (see Paragraph 4)		
The Supplier must have the following Certifications (or equivalent):	ISO/IEC 27001:2022 by a UKAS-recognised Certification Body	<input type="checkbox"/>
	Cyber Essentials Plus	<input type="checkbox"/>
	Cyber Essentials	<input type="checkbox"/>
	No certification required	<input checked="" type="checkbox"/>
Sub-contractors that Handle Government Data must have the following Certifications (or equivalent):	ISO/IEC 27001:2022 by a UKAS-recognised Certification Body	<input type="checkbox"/>
	Cyber Essentials Plus	<input type="checkbox"/>
	Cyber Essentials	<input type="checkbox"/>
	No certification required	<input checked="" type="checkbox"/>
Locations (see Paragraph 5)		
The Supplier and Sub-contractors may store, access or Handle Government Data in:	the United Kingdom only	<input checked="" type="checkbox"/>
	a location permitted by and in accordance with any regulations for the time being in force made under 17A of the Data Protection Act 2018 (adequacy decisions by the Secretary of State)	<input type="checkbox"/>
	anywhere in the world not prohibited by the Buyer	<input type="checkbox"/>
Staff vetting (see Paragraph 6)		
The Buyer requires a staff vetting procedure other than BPSS		<input type="checkbox"/>
n/a		

Optional requirements

- 1.3 Not Used

2 DEFINITIONS

"Anti-virus Software"	software that: (a) protects the Supplier System from the possible introduction of Malicious Software; (b) scans for and identifies possible Malicious Software in the Supplier System; (c) if Malicious Software is detected in the Supplier System, so far as possible: (i) prevents the harmful effects of the Malicious Software; and (ii) removes the Malicious Software from the Supplier System;
"BPSS"	the employment controls applied to any individual member of the Supplier Staff that performs any activity relating to the provision or management of the Services, as set out in "HMG Baseline Personnel Standard", Version 7.0, June 2024 (https://www.gov.uk/government/publications/government-baseline-personnel-security-standard), as that document is updated from time to time;
"Breach Security"	of the occurrence of: (a) any unauthorised access to or use of the Services, the Sites, the Supplier System and/or the Government Data; (b) the loss (physical or otherwise), corruption and/or unauthorised disclosure of any Government Data, including copies of such Government Data; and/or (c) any part of the Supplier System ceasing to be compliant with the required Certifications; (d) the installation of Malicious Software in the Supplier System; (e) any loss of operational efficiency or failure to operate to specification as the result of the installation or operation of Malicious Software in the Supplier System; and (f) includes any attempt to undertake the activities listed in sub-Paragraph (a) of this definition where the Supplier has reasonable grounds to suspect that attempt: (i) was part of a wider effort to access information and communications technology operated by or on behalf of Central Government Bodies; or (ii) was undertaken, or directed by, a state other than the United Kingdom;
"Buyer Equipment"	any hardware, computer or telecoms devices, and equipment that forms part of the Buyer System;
"Buyer Security Policies"	those security policies specified by the Buyer in Paragraph Error! Reference source not found. ;
"Buyer System"	the Buyer's information and communications technology system, including any software or Buyer Equipment, owned by the Buyer or leased or licenced to it by a third-party, that:

	<p>(a) is used by the Buyer or Supplier in connection with this Contract;</p> <p>(b) interfaces with the Supplier System; and/or</p> <p>(c) is necessary for the Buyer to receive the Services;</p>
"Certifications"	<p>one or more of the following certifications (or equivalent):</p> <p>(a) ISO/IEC 27001:2022 by a UKAS-recognised Certification Body in respect of the Supplier System, or in respect of a wider system of which the Supplier System forms part; and</p> <p>(b) Cyber Essentials Plus; and/or</p> <p>(c) Cyber Essentials;</p>
"CHECK Scheme"	<p>the NCSC's scheme under which approved companies can conduct authorised penetration tests of public sector and critical national infrastructure systems and networks;</p>
"CHECK Service Provider"	<p>a company which, under the CHECK Scheme:</p> <p>(a) has been certified by the NCSC;</p> <p>(b) holds "Green Light" status; and</p> <p>(c) is authorised to provide the IT Health Check services required by Paragraph Error! Reference source not found. (<i>Security Testing</i>) of Part B (<i>Additional Requirements</i>);</p>
"Cloud Security Principles"	<p>the NCSC's document "Implementing the Cloud Security Principles" as updated or replaced from time to time and found at https://www.ncsc.gov.uk/collection/cloud-security/ implementing-the-cloud-security-principles;</p>
"CREST Service Provider"	<p>a company with an information security accreditation of a security operations centre qualification from CREST International;</p>
"Cyber Essentials"	<p>the Cyber Essentials certificate issued under the Cyber Essentials Scheme;</p>
"Cyber Essentials Plus"	<p>the Cyber Essentials Plus certificate issued under the Cyber Essentials Scheme;</p>
"Cyber Essentials Scheme"	<p>the Cyber Essentials scheme operated by the NCSC;</p>
"End-User Device"	<p>any personal computers, laptops, tablets, terminals, smartphones or other portable electronic device provided by the Supplier or a Sub-contractor and used in the provision of the Services;</p>
"Expected Behaviours"	<p>the expected behaviours set out and updated from time to time in the Government Security Classification Policy, currently found at paragraphs Error! Reference source not found. to Error! Reference source not found. and in the table below paragraph Error! Reference source not found. of https://www.gov.uk/government/publications/government-security-classifications/guidance-11-working-at-official-html;</p>

"Government Data"	<p>any:</p> <p>(a) data, texts, 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;</p> <p>(b) Personal Data for which the Buyer is a, or the, Data Controller; or</p> <p>(c) any meta-data relating to categories of data referred to in Paragraphs (a) or (b) of this definition;</p> <p>that is:</p> <p>(d) supplied to the Supplier by or on behalf of the Buyer; or</p> <p>(e) that the Supplier is required to generate, process, Handle, store or transmit under this Contract;</p>
"Government Security Classification Policy"	<p>the policy, as updated from time to time, establishing an administrative system to protect information assets appropriately against prevalent threats, including classification tiers, protective security controls and baseline behaviours, the current version of which is found at https://www.gov.uk/government/publications/government-security-classifications;</p>
"Handle"	<p>means any operation performed on data, whether or not by automated means, including collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of that data;</p>
"IT Health Check"	<p>the security testing of the Supplier System;</p>
"Malicious Software"	<p>any software program or code intended to destroy, interfere with, corrupt, remove, transmit or cause undesired effects on program files, data or other information, executable code, applications, macros or configurations;</p>
"NCSC"	<p>the National Cyber Security Centre, or any successor body performing the functions of the National Cyber Security Centre;</p>
"NCSC Device Guidance"	<p>the NCSC's document "Device Security Guidance", as updated or replaced from time to time and found at https://www.ncsc.gov.uk/collection/device-security-guidance;</p>
"Privileged User"	<p>a user with system administration access to the Supplier System, or substantially similar access privileges;</p>
"Prohibition Notice"	<p>the meaning given to that term by Paragraph Error! Reference source not found.;</p>
"Protective Monitoring System"	<p>has the meaning given to that term by Paragraph Error! Reference source not found. of Part B (<i>Additional Requirements</i>);</p>
"Relevant Conviction"	<p>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,</p>

	offences against people (including sexual offences) or any other offences relevant to Services as the Buyer may specify;
"Remote Location"	the relevant Supplier Staff's permanent home address authorised by the Supplier or Sub-contractor (as applicable) for Remote Working OR a location other than a Supplier's or a Sub-contractor's Site;
"Remote Working"	the provision or management of the Services by Supplier Staff from a location other than a Supplier's or a Sub-contractor's Site;
"Remote Working Policy"	the policy prepared and approved under Paragraph Error! Reference source not found. of Part B (<i>Additional Requirements</i>) under which Supplier Staff are permitted to undertake Remote Working;
"Security Controls"	the security controls set out and updated from time to time in the Government Security Classification Policy, currently found at paragraph 12 of https://www.gov.uk/government/publications/government-security-classifications/guidance-15-considerations-for-security-advisors-html ;
"Sites"	any premises (including the Buyer's Premises, the Supplier's premises or third party premises): (a) from, to or at which: (i) the Services are (or are to be) provided; or (ii) the Supplier manages, organises or otherwise directs the provision or the use of the Services; or (b) where: (i) any part of the Supplier System is situated; or (ii) any physical interface with the Buyer System takes place;
"Sub-contractor"	for the purposes of this Annex 6 (<i>Security Management</i>) only, any individual or entity that: (a) forms part of the supply chain of the Supplier; and (b) has access to, hosts, or performs any operation on or in respect of the Supplier System and the Government Data, and this definition shall apply to this Annex 6 in place of the definition of Sub-contractor in clause 1 of the Conditions (<i>Definitions</i>);
"Supplier Staff"	for the purposes of this Annex 6 (<i>Security Management</i>) only, any individual engaged, directly or indirectly, or employed by the Supplier or any Sub-contractor (as that term is defined for the purposes of this Annex 6 (<i>Security Management</i>) only) in the management or performance of the Supplier's obligations under this Contract, and this definition shall apply to this Annex 6 (<i>Security Management</i>) in place of the definition of Supplier Staff in clause 1 of the Conditions (<i>Definitions</i>);
"Supplier System"	(a) any: (i) information assets, (ii) IT systems, (iii) IT services; or (iv) Sites,

	<p>that the Supplier or any Sub-contractor will use to Handle, or support the Handling of, Government Data and provide, or support the provision of, the Services; and</p> <p>(b) the associated information management system, including all relevant:</p> <ul style="list-style-type: none"> (i) organisational structure diagrams; (ii) controls; (iii) policies; (iv) practices; (v) procedures; (vi) processes; and (vii) resources;
"Third-party Tool"	any software used by the Supplier by which the Government Data is accessed, analysed or modified, or some form of operation is performed on it; and
"UKAS-recognised Certification Body"	<p>(a) an organisation accredited by UKAS to provide certification of ISO/IEC27001:2013 and/or ISO/IEC27001:2022; or</p> <p>(b) an organisation accredited to provide certification of ISO/IEC27001:2013 and/or ISO/IEC27001:2022 by a body with the equivalent functions as UKAS in a state with which the UK has a mutual recognition agreement recognising the technical equivalence of accredited conformity assessment.</p>

Part A Core Requirements

3 HANDLING GOVERNMENT DATA

NOT USED