



Contract for

International Recruitment Wellbeing, Welfare and  
Wider Support Service

DN774510

November 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:**

Positive Culture Ltd  
1 Overleigh Rd,  
Handbridge,  
Chester  
CH4 7HL

Attn: Stephen Secrette

By email to: [steve@positiveculture.org](mailto:steve@positiveculture.org)

Date: 11th November 2025

Your ref:

Our ref: DN774510

Dear Steve,

Following your tender/proposal for the supply of International Recruitment Wellbeing, Welfare and Wider Support Service to Warrington Borough Council and 8 other councils, as per the Service Specification in Annex 2, we are pleased to 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 Positive Culture Ltd 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](mailto: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**

<b>1. Contract Reference</b>	DN774510	
<b>2. Buyer</b>	Warrington Borough Council East Annex Town Hall Warrington WA1 1UH	
<b>3. Supplier</b>	Positive Culture Ltd 1 Overleigh Rd, Handbridge, Chester CH4 7HL Registration Number: 14606776	
<b>4. The Contract</b>	<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 ("<b>Conditions</b>") 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>	
<b>5. Deliverables</b>	<b>Goods</b>	<ul style="list-style-type: none"> <li>None</li> </ul>
	<b>Services</b>	<p>Description: as set out</p> <ul style="list-style-type: none"> <li>in Annex 2 – Specification</li> <li>in the Supplier's tender as set out in Annex 4 – Supplier Tender</li> </ul> <p>The Services are:</p> <ul style="list-style-type: none"> <li>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.</li> <li>Date(s) of Delivery: From the Contract start date for a period of 12 months</li> </ul>
<b>6. Specification</b>	<p>The specification of the Deliverables is as set out</p> <ul style="list-style-type: none"> <li>in Annex 2 – Specification</li> <li>in the Supplier's tender as set out in Annex 4 – Supplier Tender</li> </ul>	
<b>7. Start Date</b>	1 <sup>st</sup> November 2025	
<b>8. Expiry Date</b>	31 <sup>st</sup> October 2025	

<b>9. Extension Period</b>	Not applicable
<b>10. Buyer Cause</b>	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.
<b>11. Optional Intellectual Property Rights ("IPR") Clauses</b>	Not applicable
<b>12. Charges</b>	<ul style="list-style-type: none"> <li>The Charges for the Deliverables shall be as set out in the Supplier's tender as set out in Annex 4 – Supplier Tender.</li> </ul>
<b>13. Payment</b>	<p>Payment of valid and undisputed invoices will be made within 30 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.</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: <a href="mailto:bsc-invoices@warrington.gov.uk">bsc-invoices@warrington.gov.uk</a></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: Positive Culture Ltd Account Number: 52245523 Sort Code: 04-03-33</p> <p>If you have a query regarding an outstanding payment please contact our Accounts Payable team either by email to: <a href="mailto:paymentqueries@warrington.gov.uk">paymentqueries@warrington.gov.uk</a> between 09:00-17:00 Monday to Friday.</p>
<b>14. Data Protection Liability Cap</b>	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.
<b>15. Progress Meetings and Progress Reports</b>	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>The Provider will attend monthly update discussions at a local authority level, either via email or Teams meetings as scheduled by local authority authorised representatives.</p> <p>The Provider will attend Quarterly monitoring meetings with the Regional Oversight Group.</p> <p>The Provider will provide written quarterly and end of year reports to the Regional Oversight Group and to support the grant monitoring for the Department of Health and Social Care. The format of the reports will be agreed between WBC and the Provider.</p>									
16. Buyer Authorised Representative (s)	<p>For general liaison your contact will continue to be</p> <p>Carol Dove     carol.dove@warrington.gov.uk</p> <p>or, in their absence,</p> <p>Rick Howell     rhowell@warrington.gov.uk</p>									
17. Supplier Authorised Representative (s)	<p>For general liaison your contact will continue to be</p> <p>Stephen Secrette, Operations Manager, steve@positiveculture.org, 07889727393or, in their absence,</p> <p>Elizabeth Secrette, Managing Director, lizzie@positiveculture.org, 07548 369653</p>									
18. Address for notices	<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><tr><td>Rick Howell</td><td>Positive Culture Ltd</td></tr><tr><td>rhowell@warrington.gov.uk</td><td>notifications@positiveculture.org</td></tr><tr><td>Attention: Rick Howell, Strategic Lead - Commissioning.</td><td>Attn: Stephen Secrette, Operations Manager</td></tr><tr><td>Address: 1 Time Square, Warrington WA1 2NT.</td><td>Address: 1 Overleigh Rd, Handbridge, Chester CH4 7HL</td></tr></table>	Rick Howell	Positive Culture Ltd	rhowell@warrington.gov.uk	notifications@positiveculture.org	Attention: Rick Howell, Strategic Lead - Commissioning.	Attn: Stephen Secrette, Operations Manager	Address: 1 Time Square, Warrington WA1 2NT.	Address: 1 Overleigh Rd, Handbridge, Chester CH4 7HL	
Rick Howell	Positive Culture Ltd									
rhowell@warrington.gov.uk	notifications@positiveculture.org									
Attention: Rick Howell, Strategic Lead - Commissioning.	Attn: Stephen Secrette, Operations Manager									
Address: 1 Time Square, Warrington WA1 2NT.	Address: 1 Overleigh Rd, Handbridge, Chester CH4 7HL									
19. Key Staff	<table><tr><td><b>Key Staff Role:</b></td><td><b>Key Staff Name</b></td><td><b>Contact Details:</b></td></tr><tr><td>Operations Manager,</td><td>Stephen Secrette,</td><td>steve@positiveculture.org, 07889727393</td></tr><tr><td>Managing Director,</td><td>Elizabeth Secrette,</td><td>lizzie@positiveculture.org, 07548 369653</td></tr></table>	<b>Key Staff Role:</b>	<b>Key Staff Name</b>	<b>Contact Details:</b>	Operations Manager,	Stephen Secrette,	steve@positiveculture.org, 07889727393	Managing Director,	Elizabeth Secrette,	lizzie@positiveculture.org, 07548 369653
<b>Key Staff Role:</b>	<b>Key Staff Name</b>	<b>Contact Details:</b>								
Operations Manager,	Stephen Secrette,	steve@positiveculture.org, 07889727393								
Managing Director,	Elizabeth Secrette,	lizzie@positiveculture.org, 07548 369653								
20. Procedures and Policies	<p>For the purposes of the Contract the:</p> <p>The Buyer's staff vetting requirements are: (i) as set out in Annex 6 - Security Management</p>									
21. Optional Security Requirements	Not applicable.									
22. Special Terms	Not applicable									
	Not applicable									

	Not applicable
<b>23. Incorporated Terms</b>	<p>The following documents are incorporated into the Contract. If there is any conflict, the following order of precedence applies:</p> <p>(a) The cover letter from the Buyer to the Supplier dated 11<sup>th</sup> November 2025</p> <p>(b) This Order Form</p> <p>(c) The following Annexes in equal order of precedence:</p> <ul style="list-style-type: none"> <li>i. Annex 1 – Processing Personal Data</li> <li>ii. Annex 2 – Specification</li> <li>iii. Annex 3 – Charges</li> <li>iv. Annex 4 – Supplier Tender</li> </ul> <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>

Signed for and on behalf of the Supplier	Signed for and on behalf of the Buyer
<p>Name:</p> <p>Elizabeth Secrette, Managing Director</p>	<p>Name:</p> <p>Caroline Williams Director of Adult Social Services</p>
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:

<b>"Affiliates"</b>	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 <b>"Controlled"</b> shall be construed accordingly), is Controlled by, or is under direct or indirect common Control of that body corporate from time to time;
<b>"Audit"</b>	<p>the Buyer's right to:</p> <ul style="list-style-type: none"> <li>(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);</li> <li>(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;</li> <li>(c) verify the Supplier's and each Subcontractor's compliance with the applicable Law;</li> <li>(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;</li> <li>(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;</li> <li>(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;</li> <li>(g) review any books of account and the internal contract management accounts kept by the Supplier in connection with the Contract;</li> <li>(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;</li> <li>(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;</li> </ul>
<b>"Beneficiary"</b>	a Party having (or claiming to have) the benefit of an indemnity under this Contract;
<b>"Buyer Cause"</b>	has the meaning given to it in the Order Form;
<b>"Buyer"</b>	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;

<b>"Charges"</b>	the charges for the Deliverables as specified in the Order Form;
<b>"Claim"</b>	any claim which it appears that the Buyer is, or may become, entitled to indemnification under this Contract;
<b>"Conditions"</b>	these short form terms and conditions of contract;
<b>"Confidential Information"</b>	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"> <li>(a) is known by the receiving Party to be confidential;</li> <li>(b) is marked as or stated to be confidential; or</li> <li>(c) ought reasonably to be considered by the receiving Party to be confidential;</li> </ul>
<b>"Conflict of Interest"</b>	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;
<b>"Contract"</b>	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;
<b>"Contract Year"</b>	<ul style="list-style-type: none"> <li>(a) a period of 12 months commencing on the Start Date; and</li> <li>(b) thereafter a period of 12 months commencing on each anniversary of the Start Date,</li> </ul> with the final Contract Year ending on the expiry or termination of the Term;
<b>"Controller"</b>	has the meaning given to it in the UK GDPR or the EU GDPR as the context requires;
<b>"Crown Body"</b>	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;
<b>"Data Loss Event"</b>	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;
<b>"Data Protection Impact Assessment"</b>	an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data;
<b>"Data Protection Legislation"</b>	<ul style="list-style-type: none"> <li>(a) the UK GDPR,</li> <li>(b) the DPA 2018;</li> <li>(c) all applicable Law about the processing of personal data and privacy and guidance issued by the Information Commissioner and other regulatory authority; and</li> <li>(d) (to the extent that it applies) the EU GDPR (and in the event of conflict, the UK GDPR shall apply);</li> </ul>

<b>"Data Protection Liability Cap"</b>	has the meaning given to it in row 14 of the Order Form;
<b>"Data Protection Officer"</b>	has the meaning given to it in the UK GDPR or the EU GDPR as the context requires;
<b>"Data Subject Access Request"</b>	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;
<b>"Data Subject"</b>	has the meaning given to it in the UK GDPR or the EU GDPR as the context requires;
<b>"Deliver"</b>	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;
<b>"Deliverables"</b>	the Goods, Services, and/or software to be supplied under the Contract as set out in the Order Form;
<b>"Developed System"</b>	the software or system that the Supplier is required to develop under this Contract;
<b>"DPA 2018"</b>	the Data Protection Act 2018;
<b>"EU GDPR"</b>	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;
<b>"Existing IPR"</b>	any and all intellectual property rights that are owned by or licensed to either Party and which have been developed independently of the Contract (whether prior to the date of the Contract or otherwise);
<b>"Expiry Date"</b>	the date for expiry of the Contract as set out in the Order Form;
<b>"FOIA"</b>	the Freedom of Information Act 2000 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation;
<b>"Force Majeure Event"</b>	<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"> <li>(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 <b>"Affected Party"</b>) which prevent or materially delay the Affected Party from performing its obligations under the Contract;</li> <li>(b) riots, civil commotion, war or armed conflict, acts of terrorism, nuclear, biological or chemical warfare;</li> <li>(c) acts of a Crown Body, local government or regulatory bodies;</li> <li>(d) fire, flood or any disaster; or</li> <li>(e) an industrial dispute affecting a third party for which a substitute third party is not reasonably available</li> </ul>

	<p>but excluding:</p> <ul style="list-style-type: none"> <li>(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;</li> <li>(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</li> <li>(c) any failure of delay caused by a lack of funds,</li> </ul> <p>and which is not attributable to any wilful act, neglect or failure to take reasonable preventative action by that Party;</p>
<b>"Good Industry Practice"</b>	standards, practices, methods and procedures conforming to the Law and the exercise of the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged within the relevant industry or business sector;
<b>"Goods"</b>	the goods to be supplied by the Supplier to the Buyer under the Contract;
<b>"Government Data"</b>	<p>any:</p> <ul style="list-style-type: none"> <li>(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;</li> <li>(b) Personal Data for which the Buyer is a, or the, Data Controller; or</li> <li>(c) any meta-data relating to categories of data referred to in (a) or (b) that: <ul style="list-style-type: none"> <li>(i) is supplied to the Supplier by or on behalf of the Buyer; and/or</li> <li>(ii) that the Supplier is required to generate, Process, Handle, store or transmit under this Contract;</li> </ul> </li> </ul>
<b>"Indemnifier"</b>	a Party from whom an indemnity is sought under this Contract;
<b>"Independent Controller"</b>	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;
<b>"Information Commissioner"</b>	the UK's independent authority which deals with ensuring information relating to rights in the public interest and data privacy for individuals is met, whilst promoting openness by public bodies;
<b>"Insolvency Event"</b>	<p>in respect of a person:</p> <ul style="list-style-type: none"> <li>(a) if that person is insolvent;</li> <li>(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);</li> <li>(c) if an administrator or administrative receiver is appointed in respect of the whole or any part of the person's assets or business;</li> <li>(d) if the person makes any composition with its creditors; or</li> </ul>

	(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 <b>Error! Reference source not found. Error! Reference source not found.</b> 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 <a href="http://www.nationalarchives.gov.uk/doc/open-government-licence/version/3/">http://www.nationalarchives.gov.uk/doc/open-government-licence/version/3/</a> as updated from time to time and the Open Standards Principles documented at <a href="https://www.gov.uk/government/publications/open-standards-principles/open-standards-principles">https://www.gov.uk/government/publications/open-standards-principles/open-standards-principles</a> 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;

<b>"Personal Data Breach"</b>	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;
<b>"Personal Data"</b>	has the meaning given to it in the UK GDPR or the EU GDPR as the context requires;
<b>"Prescribed Person"</b>	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: <a href="https://www.gov.uk/government/publications/blowing-the-whistle-list-of-prescribed-people-and-bodies--2/whistleblowing-list-of-prescribed-people-and-bodies">https://www.gov.uk/government/publications/blowing-the-whistle-list-of-prescribed-people-and-bodies--2/whistleblowing-list-of-prescribed-people-and-bodies</a> as updated from time to time;
<b>"Processor Personnel"</b>	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;
<b>"Processor"</b>	has the meaning given to it in the UK GDPR or the EU GDPR as the context requires;
<b>"Protective Measures"</b>	technical and organisational measures which must take account of: (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; 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);
<b>"Purchase Order Number" or "PO Number"</b>	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;
<b>"Rectification Plan"</b>	the Supplier's plan (or revised plan) to rectify its Material Breach which shall include: (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);
<b>"Regulations"</b>	the Public Contracts Regulations 2015 and/or the Public Contracts (Scotland) Regulations 2015 (as the context requires) as amended from time to time;

<b>"Request For Information"</b>	has the meaning set out in the FOIA or the Environmental Information Regulations 2004 as relevant (where the meaning set out for the term <b>"request"</b> shall apply);
<b>"Security Requirements"</b>	the security requirements set out in the Order Form or in Annex 6 ( <i>Security Management</i> ) (if used);
<b>"Services"</b>	the services to be supplied by the Supplier to the Buyer under the Contract;
<b>"Specification"</b>	the specification for the Deliverables to be supplied by the Supplier to the Buyer (including as to quantity, description and quality) as specified in the Order Form;
<b>"Start Date"</b>	the start date of the Contract set out in the Order Form;
<b>"Sub-Contract"</b>	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"> <li>(a) provides the Deliverables (or any part of them);</li> <li>(b) provides facilities or services necessary for the provision of the Deliverables (or any part of them); and/or</li> <li>(c) is responsible for the management, direction or control of the provision of the Deliverables (or any part of them);</li> </ul>
<b>"Subcontractor"</b>	any person other than the Supplier, who is a party to a Sub-Contract and the servants or agents of that person;
<b>"Subprocessor"</b>	any third party appointed to process Personal Data on behalf of the Processor related to the Contract;
<b>"Supplier Staff"</b>	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;
<b>"Supplier"</b>	the person named as Supplier in the Order Form;
<b>"Supply Chain Intermediary"</b>	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;
<b>"Term"</b>	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;
<b>"Third Party IPR"</b>	intellectual property rights owned by a third party which is or will be used by the Supplier for the purpose of providing the Deliverables;
<b>"Transparency Information"</b>	<ul style="list-style-type: none"> <li>(a) any information which is published in accordance with guidance issued by His Majesty's Government, from time to time;</li> <li>(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</li> <li>(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</li> </ul>

	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;
<b>"US Data Privacy Framework"</b>	as applicable: (a) the UK Extension to the EU-US Data Privacy Framework; and/or (b) the EU-US Data Privacy Framework;
<b>"UK GDPR"</b>	has the meaning as set out in section 3(10) of the DPA 2018, supplemented by section 205(4);
<b>"VAT"</b>	value added tax in accordance with the provisions of the Value Added Tax Act 1994;
<b>"Worker"</b>	any individual that personally performs, or is under an obligation personally to perform services for the Buyer; and
<b>"Working Day"</b>	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](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;

- 24.4.2.3 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

- 24.4.2.4 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 parties are considered Data Controller Jointly.

The contact details of the Controllers' Data Protection Officers are:

**Sarah Gallear, Information Governance Manager, Warrington Borough Council,**  
[sgallear@warrington.gov.uk](mailto:sgallear@warrington.gov.uk) 01925 442405

**Stephen Secrette, Operations Manager, [steve@positiveculture.org](mailto:steve@positiveculture.org) , 07889727393**

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

**Stephen Secrette, Operations Manager, [steve@positiveculture.org](mailto:steve@positiveculture.org), 07889727393**

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	<b>Controller: Warrington Borough Council &amp; Positive Culture Jointly</b> <b>Processor: Positive Culture</b>
Subject matter of the processing	Personal details of service users
Duration of the processing	12 months
Nature and purposes of the processing	To be able to respond to issues raised and requests for assistance and signposting
Type of Personal Data being processed	Names Addresses Nationality Language spoken Contact details including phone numbers and email addresses Issues that service user is requesting assistance with
Categories of Data Subject	Personal information Details of issues
Plan for return and destruction of the data once the processing is complete UNLESS requirement under law to preserve that type of data	All Personal Data will either be securely returned to the Buyer in an agreed, accessible format, or permanently destroyed in line with Annex 6 (Security Management). Secure deletion methods will ensure data cannot be recovered, with permanent erasure of electronic files using industry-standard overwriting tools, and the confidential shredding and disposal of any physical records. A formal record of the return or

	destruction process will be maintained and, where requested, confirmation will be provided to the Buyer. Personal Data will not be retained beyond the point of contractual necessity unless there is a specific legal obligation requiring its preservation. In such cases, data will be archived securely, with access strictly limited to authorised personnel, until the legal retention period expires, after which it will be securely destroyed.
Locations at which the Supplier and/or its Subcontractors process Personal Data under this Contract and International transfers and legal gateway	UK
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>Access to Personal Data is limited to authorised staff who are appropriately trained in data protection, and bound by confidentiality undertakings. Personal Data is stored and transmitted securely using encrypted systems, with all devices protected by strong passwords, up-to-date antivirus software, and firewalls. Data handling practices follow the principles of minimisation and purpose limitation, ensuring that only the necessary data is collected and processed, and that access is restricted to the minimum number of staff required. Where data is accessed from office premises, it is protected through secure entry systems. Systems are monitored to identify any unauthorised access or data loss, and a clear incident response process is in place to ensure that any breach or Data Loss Event is reported immediately to the Controller and addressed with a rectification plan. Personal Data is retained only for as long as necessary and is securely erased using deletion methods that prevent recovery once it is no longer required, unless legal obligations require otherwise. Business continuity and recovery processes are documented to guarantee that access to and availability of Personal Data can be restored promptly in the event of an incident, ensuring the resilience of the service.</p> <p>All processing and storage of Personal Data will take place exclusively within the United Kingdom, and no international transfers will occur.</p>

## **VI. Annex 2 – Specification**

### **1. Introduction**

1.1 9 Cheshire and Mersey Local Authorities have combined grant funding to procure a single provider or co-operative (eg several organisations working together with one leading) for 12 months to provide support to internationally recruited care workers. This would include care workers who are currently employed within any regulated adult social care provider and those who have been displaced as a result of an adult social provider having their license of sponsorship revoked and are currently looking to continue working in care in the Cheshire and Mersey region. Whilst the exact numbers of people working in care that were Internationally recruited is difficult to assess by region - there are an estimated 105k people working across the UK and approximately 9,000 workers are in the North West region.

- To read more about International recruitment please visit the Skills for Care website – [www.skillsforcare.org.uk](http://www.skillsforcare.org.uk)

1.2 The provider will support (ASC) internationally recruited staff with a mixture of general and specialist advice and support, including temporary crisis help when needed. The provider must be creative in identifying and promoting opportunities for different types of support, for example, utilising peer networks that may relate to the role or the issues that staff are facing or networking people together with the same interests or from their country of origin.

1.3 The aim of the service will be to do 2 main things (1) help people settle positively in the UK, (2) help people to stay settled and positive, including when there are issues or when concerns arise associated with their stay and employment.

1.4 This service will operate independently of all local authorities and ASC employers.

1.5 Enabling and ensuring ethical recruitment is a key priority; the provider/s shall at all times in the provision of this service promote and comply with the Code of Practice for International Recruitment of Health and Social Care Personnel (Department of Health and Social Care published 25th February 2021 as amended from time to time (“the Code of Practice”). Support will include clear advice for all (ASC) internationally recruited staff to ensure they are aware of their rights and their employers are compliant with the Code of Practice and use ethical recruitment agencies.

1.6 The service must also go further to promote positive approaches to wellbeing/welfare for those recruited and seek to highlight and tackle the risks of labour exploitation and modern slavery.



## 2. Background

2.1 The UK Government's Department of Health and Social Care (DHSC) made available £15 million over 2023 - 2024 to help support international recruitment within the Adult Social Care sector nationally.

The Government committed to help registered providers make more effective use of ethical international recruitment to grow the care workforce, alongside wider action to improve domestic recruitment and retention.

On 15th February 2022, care workers were added to the shortage occupation list to support providers in addressing workforce pressures. This inclusion enabled the sector to recruit and employ overseas workers to provide care in registered services.

The International Recruitment fund for the Adult Social Care Sector enabled regional Partnerships to develop solutions, strengthen safeguards against exploitation, and support international recruits as they transition into working within the care system in England. There has been a significant increase in international recruitment of care staff, but unfortunately there has also been a rise in reports of unethical employment practices reported nationally.

2.2 Local and national evidence highlights that some care workers recruited from overseas have not had a positive experience working in the UK. There have been concerns and evidence of poor recruitment practice and [in some cases exploitation](#). A number of workers find that their opportunity to work is revoked because their employer has breached the terms of their own license to recruit staff internationally, leaving them vulnerable and uncertain about their future.

2.3 The Cheshire and Mersey region made a successful bid to the International Recruitment Fund 2024-25, covering the 9 local authority areas of: Liverpool, St Helens, Sefton, Halton, Warrington, Wirral, Cheshire West and Chester, Cheshire East and Knowsley. Warrington Borough Council is the host local authority for the grant award.

In the Cheshire and Mersey region bid there are three main areas of support for local providers and workers in 2024-25:

- a) **IR oversight including matching and introductions** – Each LA has been funded to allocate a nominated International Recruitment (IR) lead to implement local arrangements and have oversight of the protocol and matching and introductions processes in the event of workers being displaced due to ASC providers having their sponsorship licence revoked, this is currently a window of support for 60 days in line with the worker's revocation of sponsorship terms.
- b) **Welfare and wider support service** – to enable an economy of scale and level of specialism it is proposed that all Cheshire and Mersey authorities will collaborate to commission a regional service that will offer support and advice to all (ASC) internationally recruited staff.
- c) **Training and development offer** – that will be delivered locally and is expected to cover 3 key aspects (1) 'Settling Well' (2) 'Introduction to working in care and care environments' and (3) 'Basic skills for care'

2.4 This service specification relates to the part of the allocated monies that will support a **Welfare and wider support service**.

### 3. Cheshire and Mersey International Recruitment Advice and Support Service

3.1 Warrington, as host local authority on behalf of the Cheshire and Mersey region, is looking to commission a regional wellbeing, welfare and wider support service for all (ASC) internationally recruited staff.

The support service is likely to include of a small team of advisers and navigators, whom will have a programme of work across the region informed by the needs of internationally recruited care workers providing between approximately 80 - 100 hours of paid support each week and a contract value of up to £125k per annum. This may be supplemented by volunteers and use of existing other organisations or community groups offering help.

3.2 The service will provide a mixture of general and specialist advice and support, including temporary crisis help when needed. It should be creative in identifying opportunities for different types of support, for example via peer networks that may related to the role, or the issues that staff are facing or networking people together from their country of origin. It is anticipated this will be supported by signposting to voluntary and community organisations, for example CAB's, Trades Unions, Safeguarding Services, Community and Representative Groups, local charities, Training providers, Health and Wellbeing Services and Housing providers. When linking with other agencies the service must also consider the geography of the region and identify opportunities that may be just across the border in another region that could be of benefit and would be accessible for the individuals living or working in such border areas.

3.3 The service must be available to deliver some content within the region face to face. It will need to act as an 'expert in the field' and have a good reputation to support the 'one stop shop' approach for welfare advice and support: for example, by having a central contact point, helpline and online portal. Due to the number of internationally recruited care workers in the region it is envisaged that the support provided will have to be proportionate to the need and as such, more intensive long term caseload work may not be possible. Linking or supporting care workers into existing or long-term support solutions may be more appropriate, particularly given the short-term nature of the funding.

The provider will be required to mobilise as soon as possible and deliver at pace. The contract duration is for a minimum of 12 months from the date of commencement; and subject to successful engagement and additional funding it may be extended further.

The service will be directed by the Cheshire and Mersey Regional Oversight Group (the governance group with representatives/decision makers from each local authority area), to develop a delivery plan of activities that is responsive to local requirements. The approach will need to be balanced across the region and different care sectors to ensure there is some equity of access across all 9 local authority areas. The service should retain some capacity to also respond to changing priorities within the adult social care landscape as well as the needs of local workers that emerge.

3.4 The service will include as a minimum (but is not limited to):

- **Provide a one stop shop for** all (ASC) internationally recruited staff – offering an accessible and responsive service for all internationally recruited care workers across the region, seeking information, advice and guidance (generic and tailored). Access to a range of relevant resources, welfare advice and wider support. To be provided via a single helpline and online portal.

- Delivered by suitably **qualified and knowledgeable staff** on all matters relating to aspects of their employment, well-being, care role and wider community networks and support. This should also include training, signposting and how to identify and report incidents relating to safeguarding and modern slavery.
- **Promote the support and opportunities available to all (ASC) internationally recruited staff**, highlighting the opportunities and benefits and awareness raising with key stakeholders, such as health, housing and wellbeing services.
- **Targeted by sector or geographical area**, information, advice and guidance will be developed generally for all **(ASC) internationally recruited staff** and more bespoke information offered for specific local authority areas or sectors. Offering advice on the end-to-end process including helpline, localised resources/ material, mentoring, welfare support and with problem solving and sharing of good practice.
- **Wider sector awareness activities** – deliver awareness raising events to wider partner organisations, such as housing, primary health and driving schools, wellbeing services and more. Support must be tailored but built on existing and established local networks and services.
- **Promote and facilitate collaboration** – Using co-productive approaches to developing an implementation plan for each local authority area, drawing on the feedback of partners and providers. It will also include, supporting a network of providers to work together on the challenges and issues experienced with international recruitment. Guidance will also be provided on activities that will appropriately connect providers within geographical footprints and or sectors so they can work collaboratively on activities.
- **Provide a regional ‘core’ offer for all areas**, to include:
  - Suite of on-line resources and material, accessible via an online central portal
  - Helpline, offering direct and responsive access to advice and support
  - Development of guidance and good practice material, on the topics of targeted support, including a local directory of support and signposting
  - Delivery of an agreed suite of targeted support, delivered as appropriate to the support required, see below [Key Areas of Support]
  - Promotional and awareness raising activities on the Welfare and wider support Service [minimum of one session per local authority area]
- **Offer tailored and localized support**, to include:
  - Examples may include an offer of monthly clinics / drop ins to **(ASC) internationally recruited staff** to come along and seek advice and support [one session per month per local authority area]
  - Bespoke training and activities, for **(ASC) internationally recruited staff**
  - Tailored 1-2-1 advice and support for all **(ASC) internationally recruited staff**, delivered via the helpline, online portal or clinics/ drop-ins (roving? 9 areas and many towns?)
  - Facilitation of collaboration opportunities, such as peer/ buddy support or pooling resources and sharing of good practice between local support service providers.
  - Work with other organizations to help develop groups and activities that can sustain support into the future.
  -

#### 4. Key Areas of Support

4.1 The Cheshire and Mersey region has engaged with internationally recruited care workers currently residing or working in the Cheshire and Mersey region to seek their views on the key topics/ areas of support for this welfare and wider support service. This included care workers who are currently employed with regulated adult social care providers and those that have been displaced as a result of an adult social provider having their license of sponsorship revoked. The internationally recruited care workers' feedback has been incorporated into this service specification and the key areas of support are outlined below.

4.2 These are the topics/ areas of support that will form the basis of the welfare and wider support service and what deliverables are anticipated, this is to be used as a guide and not a definitive list of the areas of support required by internationally recruited care workers:

- **Information on local welfare support, benefit advice and community activities and opportunities**

It's important that new arrivals in the UK are supported, feel welcomed and feel confident in engaging in their local communities. There are a range of existing pastoral support and universal/community offers available locally, including groups, peer support, buddying and training and learning opportunities. This is especially important to help with retention of overseas workers.

Examples of how this may be delivered:

- Mapping of welfare support – food banks, Health and wellbeing services, benefits advice, CAB, cultural and religious connections, community groups, childcare and local schools and colleges.
- Support to set up/ link into social media accounts or groups
- Community activities and opportunities, how to integrate into the community
- Deliver support via face-to-face meeting / via phone / via online webinar.
- Supported outreach to initially access community activities

- **Support on issues around looking for work in Adult Social Care sector**

It is important that internationally recruited care workers who have been displaced as a result of an adult social provider having their license of sponsorship revoked are supported to re-enter the care sector and find a new employer who can assign a certificate of sponsorship. This will complement the job matching support that local authorities are required to provide to displaced workers through this funding.

Examples of how this may be delivered:

- Sharing of materials and resources, including information on improving your CV, completing job application forms and preparing for interviews.
- Mapping of local transport links and sharing this information with international workers to highlight travel considerations accessing work and the community. (drivers and walkers) This may require signposting to UK driving licence and cycle to work schemes where available.
- Develop a simple guide or provide links to existing resources to find care roles in their local area.
- Deliver support via face-to-face meeting / via phone / via online webinar.

- **Support on issues around UK employment law**

It is important that internationally recruited care workers have the right information and support with the risks of labour exploitation and are aware of rights as an employee and the responsibilities of their employer. Information will need to include workers' rights, responsibility for employers with regards to overseas workers, signs of exploitation, duty of care of the employer, processes of escalation and whistleblowing.

Examples of how this may be delivered:

- Sharing of materials and resources, including information on statutory workers' rights, UK employment Law, working time directives, national minimum wage.
- Develop a simple guide or provide links to existing resources on the signs of labour exploitation and what to do.
- Deliver support via face-to-face meeting / via phone / via online webinar.

- **Language support or translation services**

Although all internationally recruited care workers are required by UKVI to evidence English language skills to a level eligible to qualify for a visa there is still a need for support in respect to other documents, such as employment contracts or legal document/correspondence that require a higher level of English to understand to safeguard against exploitation. In addition, at times of crisis it may be more appropriate to communicate in a language that the international worker is fluent to better address the situation and fully offer support.

Examples of how this may be delivered:

- Mapping of language support and translation service to match against the needs of the care worker.
- Develop a simple guide or provide links to existing resources that provide language support or translation services in their local area.
- Deliver support via face-to-face meeting / via phone / via online webinar.

- **Support or advice with issues around immigration or visas**

It is important that internationally recruited care workers have the right information and support when living and working legally in the UK with the risks of labour exploitation and are aware of their rights and responsibilities as an employee and the responsibilities of their employer. Information and support will need to be delivered by an organisation that is legally qualified to do so and will need to include: visa applications and extensions, benefits and services relating to immigration status, deportation and living in the UK illegally.

Examples of how this may be delivered:

- Sharing of materials and resources, including information on certificates of sponsorship, Care worker visas, getting visas for family members and children, and support and benefits available relating to visas and immigration status.
- Develop a simple guide or provide links to existing resources or support agencies as well as UKVI.
- Deliver support via face-to-face meeting / via phone / via online webinar.

- **Somewhere to get support in a crisis**

It is important that new arrivals in the UK have somewhere to turn in times of crisis as they may be separated from their existing support agencies, friends and family. Therefore, a service is needed to provide immediate support for internationally recruited workers who are experiencing overwhelming emotions or are at difficult point in their life and who find themselves in crisis.

Examples of how this may be delivered:

- Mapping of health and welfare services, specialist support and counselling services.
- Develop a simple guide or provide links to existing resources or support agencies.
- Deliver support via face-to-face meeting / via phone / via online webinar.

- **Support on issues around housing**

Affordable and available accommodation can be a challenge for international workers when coming over the UK. Therefore, signposting to or support with finding temporary accommodation using local accommodation providers will be required.

Examples of how this may be delivered:

- Mapping of accommodation options for overseas workers at a local authority level to outline costs and how to secure suitable accommodation
- Linking in with housing providers to collaborate, where opportunities/ needs arise
- Share information on eligibility for housing benefits
- Share information on how international workers escalate or share any concerns on accommodation
- Deliver support via face-to-face meeting / via phone / via online webinar.

## **5. Service Availability and Accessibility**

5.1 The provider will ensure sufficient and consistent staff are available to deliver the service in line with this service specification. The nature of the service means it will need to operate outside of a standard office environment but retain some consistent times for opening each week.

5.2 Furthermore, the service will be required to have a presence at specific events and locations and will be required to be flexible to accommodate, including some evening and weekends.

## **6. Staffing and Management of the Service**

6.1 The culture, values and skills of the organisation must recognise and support approaches that focus positively on inclusion, diversity and challenging inequality. The service will be managed on a day-to-day basis by the provider, who will ensure that there is effective management, leadership and recruitment systems in place and that the service is adequately staffed.

6.2 The provider will ensure that a nominated individual will be responsible for the running of the service, including managing systems to collect and collate performance management data as well as have provisions in place to secure the continuous operation of the service. This nominated individual will also act as the main point of contact.

6.3 The provider will ensure that contractors/ staff are suitably trained and have appropriate levels of experience and expertise to perform the service in an effective way.

6.4 The provider will have appropriate policies and systems in place to ensure that contractors/ staff maintain good standards of conduct, including managing conflicts of interest. The provider should also have policies and procedures in place with respect to recognising and reporting incidents of forced labour and modern slavery.

6.5 The provider will take full account of any statutory and policy requirements, including Working Time Directives, Health and Safety Regulations, Information management and GDPR, local safeguarding standards etc.

6.6 To ensure consistency and the ability to build working relationships with providers and partners, it is envisaged that the service will be carried out by a small team. This will provide consistency for those accessing the service.

## 7. Service Outcomes

7.1 The service will achieve the following outcomes, as outlined in the grant agreement with the Department of Health and Social Care (Annex A):

Service Outcomes	Measures of success	Scale of impact
internationally recruited care workers living and working in the region are supported to settle positively in the UK.	<p>Pre- support</p> <p>Contacts and calls with partner support agencies and community/local authority partners</p> <p>1:1 pre-support meetings with partner support agencies and community/local authority partners</p>	<p>All internationally recruited care workers employed by regulated adult social care providers have access to the support</p> <p>A minimum of 27 contacts each month with partner support agencies and community partners. These contacts must be spread across the 9 local</p>

	<p>Support helpline contacts and calls from internationally recruited care workers</p> <p>1:1 support meetings with internationally recruited care workers</p> <p>Number of internationally recruited care worker group events/activities by authority and category of support.</p> <p>Feedback, case studies, self-reporting measures or feedback from Internationally recruited care workers about how they have been supported and their views on the service,</p> <p>Number of partner organisations engaged/ supporting local internationally recruited care workers</p> <p>Number of resources developed of areas/ sectors/ providers</p> <p>Distribution and reach of service, per area/number of (ASC) Internationally recruited care workers</p> <p>Number of hits on Welfare and Wider Service Website or portal</p>	<p>authorities and in proportion to the requests for support from the internationally recruited care workers.</p> <p>Internationally recruited care workers displaced due to a provider revocation have access to the support</p> <p>50 displaced workers supported each month, and the level and type of support provided and evidenced to level of need.</p> <p>Visa holders provided with service or form of support</p> <ul style="list-style-type: none"> <li>• Welfare support</li> <li>• Transport</li> <li>• Language/translation</li> <li>• Housing</li> <li>• Visa and immigration</li> <li>• Crisis support</li> </ul> <p>Internationally recruited care workers across all 9 local authority areas are supported by the service</p> <p>Across all outcomes 600 international care workers supported over the 12month period. Targets to be proportionate to the level of support needed and to able to report on numbers of unique users of the services and the type and amount of support they receive.</p>
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Internationally recruited care workers with issues or concerns arising from their employment.	<p>Pre- support</p> <p>Contacts and calls with partner support agencies and local ASC providers</p> <p>1:1 pre-support meetings with partner support agencies and local ASC providers</p> <p>Support helpline contacts and calls from internationally recruited care workers</p> <p>1:1 support meetings with internationally recruited care workers</p> <p>Number of internationally recruited care worker group events/activities by authority and category of support.</p> <p>Feedback and case studies from Internationally recruited care workers</p> <p>Number of ASC providers engaged who have internationally recruited care workers</p> <p>Number of resources developed of areas/ sectors/ providers</p>	<p>All internationally recruited care workers employed by regulated adult social care providers have access to the support</p> <p>A minimum of 27 contacts each month with registered and CQC approved ASC providers who employ internationally recruited care workers. These contacts must be spread across the 9 local authorities.</p> <p>Internationally recruited care workers displaced due to a provider revocation have access to the support</p> <p>Visa holders provided with service or form of support</p> <ul style="list-style-type: none"> <li>• Employment rights</li> <li>• Job search</li> <li>• Visa and immigration</li> </ul> <p>50 displaced workers supported each month, and the level and type of support provided and evidenced to level of need.</p> <p>Internationally recruited care workers across all 9 local authority areas are supported by the service</p> <p>Across all outcomes 600 international care workers supported over the 12month period. Targets to be</p>

	Distribution and reach of service, per area/number of (ASC) Internationally recruited care workers	proportionate to the level of support needed and to able to report on numbers of unique users of the services and the type and amount of support they receive.
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## 8. Monitoring, Performance Management and Evaluation

8.1 The Provider will manage the service so as to achieve a range of measurable outcomes detailed above in 'Service Outcomes'.

8.2 The provider will establish systems for coordinating, monitoring and regularly reporting project activity and outcomes.

8.3 Performance of the service will be monitored through a variety of mechanisms, including:

- Regular and open dialogue with the nominated individual from the provider and a nominated point of contact in each local authority area
- Monthly update discussions at a local authority level, either via email or Teams meetings
- Quarterly monitoring meetings with the Regional Oversight Group
- Written quarterly and end of year reports to the Regional Oversight Group and to support the grant monitoring for the Department of Health and Social Care
- Questionnaire developed to collate feedback and case studies from beneficiaries, to evidence the difference the support has made to their organisation and workers

8.4 The provider will participate in quarterly monitoring meetings with the Cheshire and Mersey Regional Oversight Group, in which the monitoring information described in 'Service Outcomes' will be discussed as well as any emerging challenges or opportunities, and any issues concerning the advice and support service of both the provider and the 9 local authorities. Escalation of any concerns or poor performance will be considered by the Regional Oversight Group.

8.5 The Provider will produce quarterly monitoring and management information reports to be submitted to the Warrington Council prior to the quarterly monitoring meetings. The format of these quarterly reports will be agreed with the Council and will include information and evidence of the following:

- Progress against the identified outcomes and targets.

- Reflective learning from the activities covered by this specification to contribute to future development
- Case studies and feedback demonstrating how the service has helped and benefited internationally recruited care workers
- Accountability for any objectives not reached and planning to overcome any challenges faced

8.6 The monitoring and performance management of the service between the provider and the Council may lead to agreement of variations in the contract to address issues or new priorities. Amendments will be by mutual agreement between the Council and the provider and issued as a variation to this Contract.

8.7 The provider will also comply with any other reasonable reporting obligations requested by the Council.

8.8 The Provider will be required to follow up with beneficiaries to determine the impact and actual number of international recruits that have been supported through the delivery of this contract and if an external evaluation is needed then the provider will work with the local authority appointed evaluation team to collect the data needed. This will need to be completed after a period of time following the support, approximately 3 months.

8.9 The provider will be required to support the Cheshire and Mersey regional local authorities with the exit strategy for the service, in order to ensure continuity of ethical recruitment across the region and legacy of the support provided. This will include exploration of additional funding, areas of priority and collaboration opportunities.

## VII. Annex 3 – Charges

### International Recruitment Wellbeing, Welfare and Wider Support Service Pricing Schedule

#### CONTRACT PRICE

Please provide a **total** cost for the service (for example, including but not limited, to the development of the service, staffing, management, monitoring) for the 12 month duration of the contract (Exc VAT)

£123,209

**Notes:** The Contract Price as shown in B2 is the Price that will be used for the Financial Assessment of the Tender, as per Section 15 of the Invitation to Tender

The Available Funding can be found in the Contract Notices.

**NB: It is proposed that payment will be made each month (12 payments) and envisaged that this will be 'front loaded' within the first 6 months to take into account the service set up costs. This will be discussed further with the successful bidder.**

First month of delivery to be front loaded as a payment of £13,209 with 11 monthly payments of £10,000 thereafter.

## VIII. Annex 4 – Supplier Tender

### Service Proposal | Question 1 of 5

#### Question

Please describe how you will offer information, advice, guidance and tailored support to internationally recruited care workers as part of your proposed approach to delivering the service in alignment with the Service Specification (and Annex xx & Annex xx – in Supporting Information Section xx of ITT).

#### Answer

We will deliver a region-wide, culturally competent service that offers clear, practical and timely information, advice and tailored support. Information will be provided via a dedicated URL set up for the service, designed in line with WCAG 2.1 accessibility standards to offer mobile-first access to:

- Plain-English factsheets on UK employment law, housing, the health system and social entitlements
- Easy-Read summaries of rights and responsibilities under visa sponsorship
- Local directories of community services (e.g. food banks, CABs, transport) tailored by borough
- Calendar listings of community events, support drop-ins and peer sessions
- Video explainers and “how to” guides

QR codes linking to the site will be included in printed employer packs, Instagram and WhatsApp-friendly digital flyers, and social media promotions. Existing in-house language skills (Hausa, Shona, Chewa) and interpreter services will ensure multilingual access. Where required, content will be translated using a mix of professional services and AI-enabled tools, then verified for accuracy. Advice and guidance will be delivered through a multilingual regional helpline and WhatsApp channel managed by our core team. Staffed by culturally competent coaches and trained advisors, the helpline will support workers with:

- Navigating complex issues (e.g. working time violations, poor housing, financial hardship)
- Clarifying UK rights and obligations under the Code of Practice and employment law
- Responding to early signs of labour exploitation or mistreatment
- Accessing local or national support services

The service will be trauma-informed and person-centred, with escalation pathways in place for safeguarding or modern slavery concerns. Our Service Manager (Elizabeth Secrette), who brings pastoral and outreach experience through her previous work with the Church of England, will oversee all safeguarding, policy compliance and content accuracy. Tailored support will be available through:

- One-to-one appointments (virtual or in-person) with our coaches to explore specific issues such as visa uncertainty, finding suitable accommodation, or emotional wellbeing
- Peer-led group sessions and creative therapeutic activities, co-delivered with trusted VCSE partners like Raw N Real CIC, who specialise in male mental health support
- Customised guidance packs generated via chatbot triage for displaced or at-risk workers
- Coaching in life skills (e.g. navigating public services, managing shift work, digital inclusion, CV and job search)

All support will be recorded (anonymously) in a central CRM, enabling us to build a picture of recurring challenges and identify borough-level trends. This data will be used to continuously refine our offer. Equitable delivery across the nine authorities is guaranteed by a combination of:

- A borough-by-borough outreach and engagement plan targeting employers, community groups, and council channels
- Borough-specific content and service directories embedded within the online portal
- Direct worker promotion via multilingual digital campaigns and diaspora networks
- A flexible staffing model, including coaches selected based on language/community needs and sessional workers from local organisations

Our team includes experts in social care workforce policy, international recruitment, and community integration. Our team includes people with lived experience of settling into the UK system as a migrant. Both Elizabeth and Operations Manager Stephen Secrette have consulted extensively with adult social care providers and understand the regulatory frameworks surrounding Certificates of Sponsorship.

## 1. Service Proposal | Question 2 of 5

### Question

**Title:**

Please detail how you will offer an equitable service for internationally recruited care workers in the nine local authorities and also how your offer will be flexible to change to any emerging need

### Answer

We are committed to delivering a fair, inclusive and culturally responsive service for all internationally recruited care workers across Cheshire and Merseyside. We understand that international recruits are not a homogeneous group, and our service is designed to meet diverse needs with consistency, flexibility and cultural humility. Our model ensures that every international care worker—regardless of language, borough, employer or visa situation—has equal opportunity to access support that is practical, culturally meaningful, and timely. We are based in Chester (Cheshire West and Chester), giving us first-hand understanding of the regional context and allowing us to build genuine local relationships. From this base, we coordinate a digital and community-facing model that ensures all nine boroughs will have tailored outreach, including borough-specific web content, engagement with local providers, and community drop-ins where appropriate. Our core team includes coaches and leadership staff with lived experience of migration and working in social care. We bring existing fluency in Hausa, Shona, and Chewa, enabling us to offer culturally familiar support to significant parts of the workforce. During mobilisation, we will recruit a second full-time coach with additional language and community representation, based on workforce mapping and unmet needs—for example, workers from India, and link with relevant Deborah community groups, such as Facebook groups. Where workers speak languages outside of our in-house capacity, we will access translation services through trusted providers. This includes both on-demand telephone interpretation (for urgent helpline or safeguarding situations) and AI-enabled translation tools (to ensure web and factsheet content is accessible in key languages). Translated resources will be reviewed to ensure cultural as well as linguistic accuracy. We will commission locally-based sessional coaches and peer facilitators from trusted VCSE or CIC providers, with specialist insight into community norms, gender dynamics, and cultural barriers to engagement, helping us reach workers who may otherwise be excluded. We operate a flexible, data-informed model. All engagement—whether via portal, helpline, or events—will be logged, with topics and trends reviewed monthly. If patterns emerge (e.g. spike in displaced workers in one area), we can:

- Update the portal with new factsheets or FAQs
- Run targeted digital campaigns in relevant languages
- Schedule group drop-ins
- Adjust coaching coverage to meet local spikes in demand

We ensure equity by offering multiple access routes:

- A multilingual helpline with voice, video call, WhatsApp, and web chat options
- Printable guides and low-data videos
- Employer induction packs with QR codes linking to simplified referral forms
- Peer-to-peer referral campaigns that empower workers to bring colleagues into the service
- In-person and online events offered at varied times, respecting shift work patterns

Where individuals have limited English or digital confidence, we will support them through interpreter-assisted call-backs, translated referral forms, and verbal guidance through trusted community intermediaries. We will collect feedback across all touchpoints—online, in sessions, and post-call—to identify service gaps and emerging priorities. This feedback shapes our delivery plan, ensuring the service remains relevant and responsive, with a flexible system that adapts as the workforce and its challenges evolve.

## 2. Service Proposal | Question 3 of 5

### Question

**Title:**

Please provide details of your proposed mobilisation to ensure timely commencement of the Contract. Bidders are to provide a suitable and appropriate mobilisation / implementation plan. See below:

**Description:**

The plan must detail the key tasks and milestones on a month by month basis that you will complete during and post mobilisation period to deliver the services in accordance with the contract. The plan must set out tasks, deadlines and implementation responsibilities.

### Answer

We have prepared a detailed mobilisation plan – copy attached – designed to ensure the service is operational and effective from 1 October, with all systems live, staff in post, partners engaged, and reporting mechanisms embedded. Responsibilities are clearly assigned across the leadership team, and key milestones are tracked through the supporting Gantt chart (attached in Excel format). Throughout mobilisation and beyond, named individuals are responsible for governance, systems, delivery, training, outreach and quality assurance. In August, the focus will be on set-up, staffing and systems. Following contract award, the Project Board will be convened and our risk register, change control log and communications plan will be finalised. Introductory briefings will be shared with all nine local authority international recruitment leads, confirming our mobilisation timeline and requesting information on local resources and social value offers. Recruitment of a new Coach will be launched by 19 August, with adverts shared through diaspora networks to meet any gaps in language or lived-experience representation. Sessionals will be sourced via our VCSE partners, with memoranda of understanding issued and support provided where needed. Procurement of core systems—including UK-hosted OpenCRM and our secure web portal—will be completed by 22 August, with platform configuration running into early September. The community mapping database will be updated with at least 45 verified contacts in the first three weeks. A dedicated £25,000 mobilisation fund has been ring-fenced to cover staffing, systems, training and early outreach costs. In September, delivery infrastructure is built, tested and activated. Our CRM system will be configured to support safeguarding escalation, borough-level tagging, and triage of urgent referrals. Website development will include multilingual pages and borough-specific directories, with language and accessibility testing completed by 17 September. Helpline scripts and WhatsApp Business functionality will be finalised and piloted with VCSE partners by 24 September. Staff will complete all required safeguarding and EDI training by 12 September, and a live safeguarding escalation test will be conducted mid-month. Provider information packs, QR-coded flyers and employer toolkits will be distributed across all boroughs from 15 September. A countdown communications campaign will begin in the final 10 days, including social media posts using the #PositiveCare tag and a regional press release. The new Coach will be in post and shadowing the service from 22 September, ensuring full rota coverage at launch. On 1 October, the service will go live. All digital channels—including website, portal, WhatsApp, and helpline—will be operational. Coaches will begin delivering one-to-one and group support sessions, and triage for urgent or crisis referrals will be fully enabled. Weekly KPI snapshots will be shared with the Regional Oversight Group and any emerging safeguarding risks flagged in real time. A short

feedback form will be offered to all users, with data reviewed monthly by the Operations Manager. A full mobilisation review will take place with commissioners, frontline staff, and VCSE partners. This review will assess access, impact, safeguarding effectiveness and responsiveness to need. Lessons learned will feed directly into service refinement and future planning.



Mobilisation Plan - Mobilisation%20Pla  
Positive Culture Ltd. n%20Gantt%20Chart

### 3. Service Proposal | Question 4 of 5

#### Question

##### Title:

Please describe how the service will be staffed including number of staff and relevant qualifications and experience they will have to provide the service. Also describe how the service will be managed and monitored. Please include how you will deal with any customer complaints.

#### Answer

We will deliver the service using a small, highly experienced, and culturally competent core team supported by locally rooted community partners and sessional coaches. This staffing model balances consistency, regional coverage, and flexibility—ensuring international recruits can access support from people who understand their lived experience and the adult social care environment. The service will be delivered by (total: 90 average weekly contact hours):

- **Service Manager – Elizabeth Secrette (FTE 0.4/13 hrs):** Provide senior oversight of service, with direct responsibility for safeguarding and stakeholder relationships. Brings pastoral care and community engagement experience from her work within the Church of England supporting students new to the area, as well as extensive consultancy experience advising care sector leaders on workforce, well-being and international recruitment. She understands the complexity visa requirements, and is a migrant to the UK from Malawi.
- **Operations Manager – Stephen Secrette (FTE 0.2/5 hrs):** Lead on monitoring, quality assurance, and contractual compliance. Holding a Diploma in Marketing, has decades of strategic experience in marketing and communication and supporting providers across the adult social care sector.
- **Coach – Franklin Onomerike (FTE 0.75/24 hrs):** Franklin will act as a frontline coach and community connector, leading peer groups and providing one-to-one support to workers who need tailored guidance or help navigating local services. With a degree in business administration, he brings a background in community integration, youth engagement, and health inequalities, and has lived experience of adjusting to the UK care system as an international migrant.
- **Coach – To Be Determined (FTE 0.85/29 hrs):** This second permanent coach role will be filled during mobilisation through targeted recruitment to address any missing skills, borough coverage gaps, or language needs. The postholder will be selected based on their cultural insight, community engagement experience, and fluency in a high-demand language.
- **Sessional Coaches – Local VCSE/CIC partners (FTE 0.5 / 17 hrs):** We will commission specialist sessional coaches from local organisations, with a focus on those offering culturally competent peer support, practical life skills, or creative therapeutic interventions.
- **Admin Support – (FTE 0.2/2 hrs):** Administrative support, including referral tracking, portal maintenance, and helpline call summaries. The service will be managed by the Service Manager (Elizabeth) and Operations



Manager (Stephen), who will report monthly to the commissioning authority. We will implement a robust monitoring framework, including: • Monthly performance dashboards (portal traffic, helpline volumes, case themes) • Geographical and demographic breakdowns of engagement • Feedback from peer groups and partners • Quarterly oversight meetings, including lived-experience input

Feedback mechanisms—including “was this helpful?” button and post-session SMS link to an anonymous feedback form—will allow users to raise concerns informally. We will maintain a clear, accessible complaints procedure, available on the portal and printed in induction packs. Complaints can be submitted by email, phone, WhatsApp, or online form and will be logged immediately. Operations Manager will acknowledge all complaints within 2 working days and investigate promptly, reporting outcomes to Service Manager within 7 days. All serious complaints (including any safeguarding concerns) will be escalated to the Service Manager and referred to the appropriate authority.

#### 4. Service Proposal | Question 5 of 5

##### Question

###### **Title:**

Please describe how you will develop the information resources, including a helpline and on-line portal, and how you will ensure this information is kept up to date and will meet all government guidelines . See below:

###### **Description:**

Please also describe how you will ensure the information provided is easily accessible for internationally recruited care workers but also offer more bespoke resources and guidance as required.

##### Answer

We will deliver a clear, multilingual, and responsive information service via a helpline and online portal that serves as a central support point for internationally recruited care workers across Cheshire and Merseyside. Our design ensures this service is accessible and fully embedded into the outreach and engagement infrastructure outlined in our partnership strategy. Each route to worker engagement feeds into, promotes, and helps refine the information resources, ensuring accuracy, relevance, and cultural appropriateness always. The online portal will be built using a mobile-first, accessible framework with translated landing pages and dynamic content tailored to the concerns of internationally recruited care workers. The Systems and Community Integration Lead, Franklin Onomerike, will lead the development of the portal, working with our local partners and borough leads to embed real-time community-specific information such as food bank access, housing support, public transport, and events. The portal will include clear sections organised around life situations (e.g. “I’ve lost my sponsor” or “I need emergency housing”) and will be fully aligned with the UK Government’s Code of Practice for International Recruitment, Skills for Care resources, and DHSC guidance. The helpline (web-chat and WhatsApp options) will be managed operationally by the Operations Manager, Stephen Secrette, who will coordinate the rota of trained advisors and ensure interpreter support is accessible for all critical languages identified in the region. Helpline data—including topic tags and unmet needs—will feed into regular reviews of portal content, ensuring our offer evolves based on user contact themes. Crisis escalation pathways, including modern slavery referrals, will be hardcoded into helpline call script, and frontline staff will be trained accordingly. Our mobilisation-phase Training Lead, Clodius Ngwenya,

will support the preparation of all early-stage content and helpline guidance materials, ensuring the tone, clarity, and cultural framing is appropriate. Factsheets and videos will meet plain English and Easy-Read standards (target Flesch-Kincaid score of 60+). We will prioritise low-data and offline-compatible formats to ensure digital poverty is not a barrier to access. All information assets will be version-controlled and reviewed quarterly, coordinating updates across digital and static materials, and notifying employers so that printed induction packs and posters stay current. Interim updates will be actioned where needed based on policy changes or frontline worker feedback gathered via the portal and helpline. User feedback will allow users to rate usefulness, suggest new topics, and flag unclear content. The design and delivery of the portal and helpline are fully embedded within our broader engagement plan. For example:

- Induction materials for employers and outreach through diaspora and faith groups will not only promote service but generate feedback on missing content or unclear information.
- All peer referral campaigns will point to the online portal and use automated responses to access helpline.
- Social media campaigns will provide “click to call” helpline access, for frictionless engagement. Where generic content is not enough, we will offer bespoke resources via:
- Microsites (e.g. a "Live-in Carer Toolkit"),
- Personalised digital guidance packs built via chatbot triage for displaced workers,
- One-to-one virtual clinics (bookable through the portal).

## Partnership working | Question 1 of 2

### Question

#### Title:

Please describe how you will promote the service and engage with internationally recruited care workers.

### Answer

We will deliver a targeted, low-cost but high-impact promotional and engagement strategy designed to reach internationally recruited care workers across all nine local authority areas in Cheshire and Merseyside. Our goal is to ensure that every eligible worker knows about the service, understands its purpose, and feels confident accessing support in a way that respects their cultural identity, working patterns, and lived experience.

1. Outreach via adult social care providers (employers): Our primary engagement route will be through the care providers who directly employ international workers. We will make direct contact with all CQC-registered home care and residential providers in the region and offer:
  - Provider information pack (digital and printable), outlining how the service helps their staff settle, reduce stress, and avoid issues
  - Request to share the service link in staff handbooks, onboarding packs and internal WhatsApp or email groups
  - A short slide deck or video for use in staff inductions or supervisions
 We will actively follow up with providers in each authority and track engagement so that gaps can be addressed systematically. By making it easy for employers to signpost workers to us, we maximise our reach.
2. Digital promotion: We will run a focused online campaign across Facebook and Instagram, using paid and organic content. Our experience shows that internationally recruited care workers actively use these platforms to stay in touch with their communities. Key components include:
  - Multilingual digital flyers and simple explainer videos
  - Testimonials and stories (with

consent) from workers who have benefitted from support • Time-sensitive posts tied to cultural or community events (e.g. Eid, Diwali, Filipino Independence Day) • Use of WhatsApp-friendly formats to allow easy sharing A website will provide a dedicated landing page, easily accessible via QR code, with translated service information and a simple self-referral form. 3. Engagement through diaspora and faith groups: We will identify and connect with diaspora associations, faith leaders, community hubs, and cultural groups active across the region (e.g. churches, mosques, specialist food shops, hairdressers). We will offer to co-host informal drop-ins, provide flyers, and invite them to promote the service through their own social media channels and WhatsApp groups. 4. Council support to amplify the message: We will work with each council's adult social care and workforce development teams to promote the service through their networks. This includes: • Inclusion in council bulletins to care providers • Mentions during provider forums or care market briefings • Referral via council-supported voluntary sector networks and multicultural centres We will align messaging and avoid duplication with IR Oversight and Training and Development offers. 5. Engagement incentives and peer referrals: We will pilot small incentives such as entry into a draw for shopping vouchers for users who support colleagues, helping to drive peer-to-peer engagement and help build peer-support networks. By combining digital outreach, employer engagement, and community-level partnerships, we will ensure the service is visible, trusted and accessible across all nine local authorities. Engagement data (e.g. number of providers engaged, referral sources, event attendance by geography) will be reviewed monthly and adjust strategy as needed.

## 5. Partnership working | Question 2 of 2

### Question

#### Title:

Please describe how you will engage and successfully collaborate with statutory and voluntary sector partners across the region in the delivery of the service to establish opportunities and support for international workers.

### Answer

We will deliver the service through a partnership-based model that draws on existing regional capacity, aligns with statutory workforce strategies (including collaborative service development with councils), and embeds delivery within trusted VCSE and community networks, developing meaningful relationships with local organisations and employers). Our model ensures international recruits benefit from both direct delivery and the broader infrastructure already operating across Cheshire and Merseyside. Active engagement with local authority partners: We will work collaboratively with each of the nine councils to amplify the offer, avoid duplication, and integrate into local ecosystems. This includes: • Engaging adult social care, workforce and equality/integration leads to identify local offers or social value commitments relevant to international recruits (e.g. ESOL access, mental health services, housing support) • Offering alignment with welcome schemes or migrant support programmes in place • Promoting the service through provider forums, bulletins, and workforce briefings—ensuring employers know how to

refer staff and that workers receive consistent, trusted messaging Our Service Manager (Elizabeth Secrette) will lead this engagement, maintaining a consistent liaison point across boroughs while ensuring local variation is reflected in delivery. Collaborating with VCSE/CIC partners: We will commission around £15,000 over the life of the contract to trusted VCSE and CIC organisations that have cultural insight and lived-experience leadership (e.g. Raw N Real CIC (Wirral) for male-focused peer wellbeing sessions). These relationships will:

- Extend reach to harder-to-engage groups
- Offer culturally familiar group formats and settings
- Enable place-based support using local venues and facilitators

We will work with each council to identify VCSE partners already delivering relevant wraparound services—such as befriending, digital inclusion, or tenancy support—and explore opportunities for co-delivery, referral, or venue-sharing. Unlocking social value commitments: We will ask local authorities to share relevant social value pledges made by other commissioned suppliers (e.g. free ESOL places, venue use, financial literacy workshops). Where appropriate, we will refer international workers into these offers as part of our integration pathway—ensuring maximum value for public funds and strengthening community networks. Statutory and regional workforce alignment: Our Operations Manager (Stephen Secrette) and Coach team bring deep experience of working with adult social care providers and understand the regulatory landscape around sponsorship and compliance. We will build bridges between workers, employers, and services by:

- Sharing anonymous insights on emerging issues
- Supporting safe feedback loops from workers
- Promoting regional alignment on fair work and ethical recruitment practices

Flexible community-level partnerships: We will avoid rigid sub-contracting structures and instead use simple, supportive agreements with micro-organisations and community groups. Where very small organisations require it, we will provide templates and compliance support to remove barriers to participation. Each of our engagement routes—whether via diaspora faith groups, peer referral, or helpline contact—will feed anonymised data into our engagement and content logs. This intelligence will be shared with partners to help inform local strategy, understand unmet needs, and co-create appropriate responses. Through practical collaboration, flexible commissioning, and strategic alignment with local authority structures, we will embed this service into the existing fabric of regional support.

## 6. Social value | Question 1 of 2

### Question

**Title:**

Please describe how will you use the local supply chain in the delivery of the contract.

### Answer

Positive Culture Ltd is committed to using the local supply chain to deliver high-impact, community-embedded support. Our aim is to ensure that integration support is not only effective in reducing isolation and exploitation risk, but also contributes to local economic development and strengthens the social fabric of the region. We will take a practical and targeted approach in three areas. First, we will update and expand our existing “Community Mapping” routine during mobilisation to identify and verify local suppliers who can support the delivery of this contract. This includes venues for events and peer-support sessions, translation providers, culturally specific wellbeing services, and creative facilitators who can help international recruits feel more confident, connected and safe. Each supplier is assessed against baseline ethical criteria—such as payment of the Real Living Wage, inclusive employment practices, and sustainability commitments—before being approved for use. We aim to validate a minimum of 45 relevant local suppliers by the end of the mobilisation. Second, we will ensure that at least 70% of all controllable spend goes to small or

micro businesses whose trading address falls within the nine local authority areas covered by the contract. This will include event venue hire, which we will rotate across community centres, faith halls, and social enterprise spaces to spread economic benefit across different localities. For digital communication—particularly WhatsApp and SMS messages that help international recruits stay informed and connected—we will use TxtLocal, a Chester-founded firm with a continuing local presence, ensuring even our technology budget supports the regional economy. We will commission small amounts of specialist support—£14,993 over the life of the contract—from trusted local VCSE and CIC providers. One such organisation is Raw N Real CIC in Wirral, which has a proven track record of delivering peer-led wellbeing and confidence-building work, particularly with men from vulnerable backgrounds. They will run tailored group sessions to help male international recruits or family members access support and build community ties. Third, we will work collaboratively with commissioning teams in each council area to identify additional opportunities for using the local supply chain. For example, many local authorities hold social value commitments from other contracted suppliers who have pledged to deliver added-value services locally. We will ask councils to share these commitments and, where relevant, we will direct international recruits to those services as part of our integration offer. This approach allows us to stretch the value of our budget and ensure that available local capacity is fully leveraged before additional spend is committed. By combining direct local procurement, partnership working, and leveraging use of council-held social value commitments we will ensure that the delivery of this contract benefits both international recruits and the communities they are joining. Oversight of all social value and supply chain activity will be led by our Operations Manager, Stephen Secrette. He will produce quarterly updates summarising local spend, supplier engagement, and any co-benefits achieved. These summaries will be shared with commissioners and used to inform any service adaptations.

## 7. Social value | Question 2 of 2

### Question

#### Title:

Please detail how you will offer any sub-contracting opportunities to local businesses.

### Answer

We are committed to ensuring that even modest sub-contracting spend contributes to meaningful social value within Cheshire and Merseyside. Our approach is focused, partnership-based, and aligned with the principles of simplicity, inclusion, and local impact. By taking a pragmatic and collaborative approach, we will ensure this limited budget meaningfully supports local organisations, amplifies the contract's reach, and strengthens the community infrastructure surrounding international care recruits. We will allocate £14,993 over the life of the contract to commission local third-sector organisations with specialist knowledge and cultural insight to support international recruits' wellbeing, confidence and integration. This includes:

- Peer mentoring and creative therapeutic sessions
- Community orientation and settlement support
- Practical life skills (e.g. navigating the NHS, financial literacy)

For example, we have begun conversations with Raw N Real CIC (Wirral), a trusted local provider specialising in peer-led emotional wellbeing targeted at men. Raw N Real CIC can help us in engaging male international recruits and family members—who are likely to be under-represented in traditional support settings—by offering tailored, male-focused peer support that recognises cultural expectations and gendered barriers to accessing help. Drawing on their proven track record in young men from diverse and marginalised communities, Raw N Real will co-design safe, relatable peer groups that

foster open discussion around mental health, isolation, identity, and adjustment. Throughout the contract, as we identify gaps in service provision and unmet need within the international recruits, we will aim to identify suitable local partners similar to this example, where existing expertise can quickly be adapted to deliver the necessary support under the service. Rather than running an open tender or 'meet-the-buyer' event (which would be disproportionate to the contract value), we will work in partnership with each council to:

- Identify appropriate VCSE / CIC partners already delivering effective, culturally-competent support
- Explore potential to match international recruits to existing funded initiatives (e.g. befriending, employment-readiness, ESOL wraparound)

We will prioritise organisations already vetted by local authorities and embedded in community settings. All sub-contractors will be required to meet minimum safeguarding and quality standards, with Positive Culture providing support and templates where needed. We will also ask councils to share details of social value pledges made by other contracted providers — for instance, commitments to offer pro bono ESOL, digital skills training, or community venue access. Where possible, we will align our delivery with those pledges, enabling international recruits to benefit directly from in-kind local contributions. This joined-up approach ensures that even a small budget delivers outsized impact by leveraging what is already working locally. All commissioned partners will submit light-touch impact summaries, including attendance, outcomes and participant feedback. We will incorporate these into our contract-wide KPI dashboard, and showcase case studies as part of our outcomes monitoring. Operations Manager Stephen Secrette will lead on sub-contractor relationships, ensuring quality, alignment to contract goals, and robust delivery.

## 8. Pricing | Question 1 of 2

Question

**Title:**

Please complete the attached Pricing Schedule

Answer

Price £123,909.

## 9. Pricing | Question 2 of 2

Question

**Title:**

Please confirm that you wish to be a part of the Premier Supplier Service, as defined in the tender documents. If you participate, the price of your tender will be reduced by 1% for the tender evaluation.

Answer

No

## **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:

<b>Certifications</b> (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"/>
<b>Locations</b> (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"/>
<b>Staff vetting</b> (see Paragraph 6)		
The Buyer requires a staff vetting procedure other than BPSS		<input type="checkbox"/>
Where an alternative staff vetting procedure is required, the procedure is: As per the Specification: “The Service must be Delivered by suitably qualified and knowledgeable staff “ and “The provider will take full account of any statutory and policy requirements, including Working Time Directives, Health and Safety Regulations, Information management and GDPR, local safeguarding standards etc.”		



**Optional requirements**

1.3 Not used

**2 DEFINITIONS**

<b>"Anti-virus Software"</b>	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;
<b>"BPSS"</b>	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 ( <a href="https://www.gov.uk/government/publications/government-baseline-personnel-security-standard">https://www.gov.uk/government/publications/government-baseline-personnel-security-standard</a> ), as that document is updated from time to time;
<b>"Breach Security"</b>	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;
<b>"Buyer Equipment"</b>	any hardware, computer or telecoms devices, and equipment that forms part of the Buyer System;

<b>"Buyer Security Policies"</b>	those security policies specified by the Buyer in Paragraph <b>Error! Reference source not found.</b> ;
<b>"Buyer System"</b>	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: <ul style="list-style-type: none"> <li>(a) is used by the Buyer or Supplier in connection with this Contract;</li> <li>(b) interfaces with the Supplier System; and/or</li> <li>(c) is necessary for the Buyer to receive the Services;</li> </ul>
<b>"Certifications"</b>	one or more of the following certifications (or equivalent): <ul style="list-style-type: none"> <li>(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</li> <li>(b) Cyber Essentials Plus; and/or</li> <li>(c) Cyber Essentials;</li> </ul>
<b>"CHECK Scheme"</b>	the NCSC's scheme under which approved companies can conduct authorised penetration tests of public sector and critical national infrastructure systems and networks;
<b>"CHECK Service Provider"</b>	a company which, under the CHECK Scheme: <ul style="list-style-type: none"> <li>(a) has been certified by the NCSC;</li> <li>(b) holds "Green Light" status; and</li> <li>(c) is authorised to provide the IT Health Check services required by Paragraph <b>Error! Reference source not found.</b> (<i>Security Testing</i>) of Part B (<i>Additional Requirements</i>);</li> </ul>
<b>"Cloud Security Principles"</b>	the NCSC's document "Implementing the Cloud Security Principles" as updated or replaced from time to time and found at <a href="https://www.ncsc.gov.uk/collection/cloud-security/implementing-the-cloud-security-principles">https://www.ncsc.gov.uk/collection/cloud-security/implementing-the-cloud-security-principles</a> ;
<b>"CREST Service Provider"</b>	a company with an information security accreditation of a security operations centre qualification from CREST International;
<b>"Cyber Essentials"</b>	the Cyber Essentials certificate issued under the Cyber Essentials Scheme;
<b>"Cyber Essentials Plus"</b>	the Cyber Essentials Plus certificate issued under the Cyber Essentials Scheme;
<b>"Cyber Essentials Scheme"</b>	the Cyber Essentials scheme operated by the NCSC;
<b>"End-User Device"</b>	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;

<b>"Expected Behaviours"</b>	the expected behaviours set out and updated from time to time in the Government Security Classification Policy, currently found at paragraphs <b>Error! Reference source not found.</b> to <b>Error! Reference source not found.</b> and in the table below paragraph <b>Error! Reference source not found.</b> of <a href="https://www.gov.uk/government/publications/government-security-classifications/guidance-11-working-at-official-html">https://www.gov.uk/government/publications/government-security-classifications/guidance-11-working-at-official-html</a> ;
<b>"Government Data"</b>	any: (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; (b) Personal Data for which the Buyer is a, or the, Data Controller; or (c) any meta-data relating to categories of data referred to in Paragraphs (a) or (b) of this definition; that is: (d) supplied to the Supplier by or on behalf of the Buyer; or (e) that the Supplier is required to generate, process, Handle, store or transmit under this Contract;
<b>"Government Security Classification Policy"</b>	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 <a href="https://www.gov.uk/government/publications/government-security-classifications">https://www.gov.uk/government/publications/government-security-classifications</a> ;
<b>"Handle"</b>	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;
<b>"IT Health Check"</b>	the security testing of the Supplier System;
<b>"Malicious Software"</b>	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;
<b>"NCSC"</b>	the National Cyber Security Centre, or any successor body performing the functions of the National Cyber Security Centre;
<b>"NCSC Device Guidance"</b>	the NCSC's document "Device Security Guidance", as updated or replaced from time to time and found at <a href="https://www.ncsc.gov.uk/collection/device-security-guidance">https://www.ncsc.gov.uk/collection/device-security-guidance</a> ;
<b>"Privileged User"</b>	a user with system administration access to the Supplier System, or substantially similar access privileges;
<b>"Prohibition Notice"</b>	the meaning given to that term by Paragraph <b>Error! Reference source not found.</b> ;

<b>"Protective Monitoring System"</b>	has the meaning given to that term by Paragraph <b>Error! Reference source not found.</b> of Part B ( <i>Additional Requirements</i> );
<b>"Relevant Conviction"</b>	any previous or pending prosecution, conviction or caution (excluding any spent conviction under the Rehabilitation of Offenders Act 1974) relating to offences involving dishonesty, terrorism, immigration, firearms, fraud, forgery, tax evasion, offences against people (including sexual offences) or any other offences relevant to Services as the Buyer may specify;
<b>"Remote Location"</b>	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;
<b>"Remote Working"</b>	the provision or management of the Services by Supplier Staff from a location other than a Supplier's or a Sub-contractor's Site;
<b>"Remote Working Policy"</b>	the policy prepared and approved under Paragraph <b>Error! Reference source not found.</b> of Part B ( <i>Additional Requirements</i> ) under which Supplier Staff are permitted to undertake Remote Working;
<b>"Security Controls"</b>	the security controls set out and updated from time to time in the Government Security Classification Policy, currently found at paragraph 12 of <a href="https://www.gov.uk/government/publications/government-security-classifications/guidance-15-considerations-for-security-advisors-html">https://www.gov.uk/government/publications/government-security-classifications/guidance-15-considerations-for-security-advisors-html</a> ;
<b>"Sites"</b>	<p>any premises (including the Buyer's Premises, the Supplier's premises or third party premises):</p> <p>(a) from, to or at which:</p> <p>(i) the Services are (or are to be) provided; or</p> <p>(ii) the Supplier manages, organises or otherwise directs the provision or the use of the Services; or</p> <p>(b) where:</p> <p>(i) any part of the Supplier System is situated; or</p> <p>(ii) any physical interface with the Buyer System takes place;</p>
<b>"Sub-contractor"</b>	<p>for the purposes of this Annex 6 (<i>Security Management</i>) only, any individual or entity that:</p> <p>(a) forms part of the supply chain of the Supplier; and</p> <p>(b) has access to, hosts, or performs any operation on or in respect of the Supplier System and the Government Data,</p> <p>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>);</p>
<b>"Supplier Staff"</b>	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> );

<b>"Supplier System"</b>	<p>(a) any:</p> <ul style="list-style-type: none"> <li>(i) information assets,</li> <li>(ii) IT systems,</li> <li>(iii) IT services; or</li> <li>(iv) Sites,</li> </ul> <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"> <li>(i) organisational structure diagrams;</li> <li>(ii) controls;</li> <li>(iii) policies;</li> <li>(iv) practices;</li> <li>(v) procedures;</li> <li>(vi) processes; and</li> <li>(vii) resources;</li> </ul>
<b>"Third-party Tool"</b>	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
<b>"UKAS-recognised Certification Body"</b>	<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