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**COMMERCIAL CONDITIONS OF CONTRACT**

**FOR SERVICES CONTRACTS**

**CONTRACT REFERENCE: ID 3346821**

**CONTRACT TITLE: Provision of Travel Management Services Framework for Northern Ireland Civil Service, Agencies, Non-Departmental Public Bodies and other Participating Bodies**

**These Services clauses MUST be read in conjunction with the Public Sector Standard Conditions of Contract.**

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1. **Interpretation** 
   1. These Commercial Conditions of Contract shall at all times be read in conjunction with the Public Sector Standard Conditions of Contract. If there is any ambiguity or inconsistency in or between the Public Sector Standard Conditions of Contract and the Commercial Conditions of Contract, the Commercial Conditions of Contract shall take precedence.
   2. The definitions set out in the Public Sector Standard Conditions of Contract shall apply to the Contract, including to these Commercial Conditions of Contract, unless otherwise expressly defined in these Commercial Conditions of Contract. For the avoidance of doubt, any references to clauses stated in these Commercial Conditions of Contract shall be in relation to the clauses which are contained in the Commercial Conditions of Contract unless expressly stated otherwise.
   3. In these Commercial Conditions of Contract, the following words will have the following meanings:

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| “Affiliates” | means in relation to a body corporate, any other entity which directly or indirectly Controls, is Controlled by, or is under direct or indirect common Control with, that body corporate from time to time. |
| “Client Data” | means:-  (a) the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, and which are:  (i) supplied to the Contractor by or on behalf of the Client; or    (ii) which the Contractor is required to generate, process, store or transmit pursuant to this Contract; or  (b) any Personal Data for which the Client is the Data Controller. |
| “Client System” | means the Client’s computing environment (consisting of hardware, software and/or telecommunications networks or equipment) used by the Client or the Contractor in connection with this Contract which is owned by the Client or licensed to it by a third party and which interfaces with the Contractor System or which is necessary for the Client to receive the Services. |
| “Contractor Personnel” | means all directors, officers, employees, agents, consultants and contractors of the Contractor and/or of any sub-contractor engaged in the performance of the contractor's obligations under this Contract. |
| “Contractor Software” | means software which is proprietary to the Contractor (or an Affiliate of the Contractor) and which is or will be used by the Contractor for the purposes of providing the Services. |
| “Contractor System” | means the information and communications technology system used by the Contractor in implementing and performing the Services including the Software, configuration and management utilities, calibration and testing tools and related cabling (but excluding the Client’s System). |
| “Control” | means the possession by person, directly or indirectly, of the power to direct or cause the direction of the management and policies of the other person (whether through the ownership of voting shares, by contract or otherwise) and “**Controls**” and “**Controlled**” shall be interpreted accordingly.” |
| “Controller” “Processor” “Data Subject” “Personal Data Breach” “Data Protection Officer” | have the meaning given in the GDPR. |
| “Data Loss Event” | means any event that results, or may result, in unauthorised access to Personal Data held by the Contractor under this Agreement, and/or actual or potential loss and/or destruction of Personal Data in breach of this Agreement, including any Personal Data Breach. |
| “Data Protection Impact Assessment” | means an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data. |
| “Data Protection Legislation” | means:   1. the GDPR, the LED and any applicable national implementing Laws amended from time to time; 2. the DPA 2018 to the extent that it relates to processing of personal data and privacy; and 3. all applicable Law about processing of personal data and privacy. |
| “Data Protection Schedule” | means the Schedule to the Commercial Conditions of Contract entitled ‘*Processing, Personal Data and Data Subjects.’* |
| “Data Subject” | has the meaning given in the GDPR. |
| ”Data Subject Access Request” | means 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. |
| “DPA 2018” | means Data Protection Act 2018 |
| “Equipment” | means the Contractor’s equipment, plant, materials and such other items supplied and used by the Contractor in the performance of its obligations under this Contract. |
| “GDPR” | means the General Data Protection Regulation (Regulation (EU) 2016/679). |
| “ICT Environment” | means the Client System and the Contractor System. |
| “Joint Controller” | means where two or more Controllers jointly determine the purposes and means of processing. |
| “Joint Controller Agreement Schedule” | means the Schedule to the Commercial Conditions of Contract entitled ‘Joint Controller Agreement’. |
| “Key Personnel” | means any persons specified as such in the Tender or the Specification (as the case may be), or otherwise notified by the Client to the Contractor in writing. |
| “LED” | Law Enforcement Directive (Directive (EU) 2016/680). |
| “Malicious Software” | means any software program or code intended to destroy, interfere with, corrupt, or cause undesired effects on program files, data or other information, executable code or application software macros whether or not its operation is immediate or delayed, and whether the malicious software is introduced wilfully, negligently or without knowledge of its existence. |
| “Personal Data” | means personal data (as defined in the GDPR) which is Processed by the Contractor or any sub-contractor on behalf of the Client or the Authority pursuant to or in connection with this Contract. |
| “Process” | has the meaning given to it under the GDPR and “**Processed**” and “**Processing**” shall be construed accordingly. |
| “Protective Measures” | means appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to  Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of such measures adopted by it. |
| “Purchase Order” | means the Client’s order for Services which has a unique number, and details the Services to be supplied by the Contractor to the Client in accordance with the terms of this Contract. |
| “Software” | means the Contractor’s Software or the Third Party Software. |
| “Sub-processor” | means any third Party appointed to process Personal Data on behalf of the Contractor related to this Agreement. |
| “Third Party Software” | means software which is proprietary to any third party (other than an Affiliate of the Contractor) which in any case will be or is proposed to be used by the Contractor for the purposes of providing the Services. |

**2.0 Initial Contract Period**

2.1 The Contract will commence on the date specified in the Call-off Order Form. Individual Call-off contracts from the Framework will be for an initial three (3) years.

2.2.1 The Client may, no later than six Months prior to the Initial Call–off Contract Period Expiry Date, give notice in writing to the Contractor to invite the Contractor to agree to extend the Call-off Contract for any period up to and including **twelve** (**12)** Months commencing from the Initial Contract Period Expiry Date (the “**First Extension Period**”).

2.2.2 Thereafter, the Parties may agree in writing to extend the Call-off Contract for **one** (**1)** further period of up to and including **twelve** (**12)** Months beyond the end of the First Extension Period provided that the Client gives notice in writing, no later than six Months before the expiry of any current contract extension period, to invite the Contractor to agree to accept the proposed extension.

2.2.3 The Contractor shall notify the Client in writing within the reasonable timescale as specified by the Client of its decision as to whether it agrees to accept any proposed extension of the Contract.

**3.0 Extension of the Call-off Contract Period**

3.1 If it is agreed by both Parties that the Contract is to be extended under clause 2.2.1, the provisions of the Contract will apply, subject to any variation or adjustment to the Contract Price pursuant to clause 4.3 of this Contract, for the duration of any such extended period.

3.2 If the Contractor does not agree in writing to accept any proposed extension of the Contract within the timescale as specified by the Client, the Contract shall automatically terminate at the Initial Contract Period Expiry Date or upon the expiry of any current extension period (if the Contract has continued past the Initial Contract Period Expiry Date).

**4.0 Contract Price**

4.1 In consideration of the performance of the Contractor’s obligations under the Contract, the Client shall pay the Contract Price in accordance with this clause, clause 5.0 and Schedule 2 (Pricing Schedule) during the Contract Period.

4.2 All amounts stated are exclusive of VAT and/or any other applicable taxes or levy, which will be charged in addition at the rate in force at the date as shown on the invoice.

4.3 Prices for the Framework and subsequent Call-off Contracts must be fixed for the first three years. Consideration of any price adjustment in the fourth year of the Framework agreement will be strictly in line with the Consumer Price Index (CPI). Rates for the Framework agreement will become the rates for any subsequent call-off contracts. The variation to the Prices for the Framework shall be calculated as follows:

1. Any variation to the Contract Price shall be based on the percentage change in the Consumer Prices Index as published by the Office of National Statistics (the “**Percentage Change**”) between the Commencement Date of the Framework Agreement and the date 6 Months before the end of the third year of the Framework.

**5.0 Payment**

5.1 The Client will pay the Contractor the Contract Price for the Services no later than 30 days after the receipt of a valid invoice in accordance with Schedule 2 (Pricing Schedule).

5.2 The Client reserves the right to withhold or delay payment in relation to any invoice which is not submitted in accordance with the Specification and Schedule 2. The Client shall as soon as is reasonably practicable notify the Contractor accordingly of such a withholding or delay of payment in writing.

5.3 The Contractor shall ensure that each invoice contains all appropriate references and a detailed breakdown of the Services supplied and that it is supported by any other documentation reasonably required by the Client to substantiate the invoice. The characteristics of a valid invoice are detailed in Schedule 2 (Pricing Schedule).

5.4 The Contractor shall add VAT to the Contract Price at the prevailing rate as applicable.

5.5 The Contractor shall indemnify the Client on a continuing basis against any liability, including any interest, penalties or costs incurred, which is levied, demanded or assessed on the Client at any time in respect of the Contractor’s failure to account for or to pay any VAT relating to payments made to the Contractor under this Contract. Any amounts due under this clause 5.5 shall be paid by the Contractor to the Client not less than 5 Working Days before the date upon which the tax or other liability is payable by the Client.

5.6 The Contractor shall make any payments due to the Client (whether overpayments made by the Contractor or otherwise) without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Contractor has a valid court order requiring an amount equal to such deduction to be paid by the Client to the Contractor.

5.7 If for any reason the Contract comes to an end otherwise than on the last day of a month the Client must pay in respect of the partly completed month on a pro-rata basis for the number of days worked as a proportion of the number of working days in the partly completed month.

**6.0 Recovery of Sums Due**

6.1 Wherever under this Contract any sum of money is recoverable from or payable by the Contractor (including any sum which the Contractor is liable to pay to the Client in respect of any breach of this Contract), that sum may be deducted unilaterally by the Client from any sum then due, or which at any later time may become due, to the Contractor under this Contract.

6.2 Any overpayment by either Party, whether of the Contract Price or of VAT or otherwise, shall be a sum of money recoverable by the Party who made the overpayment from the Party in receipt of the overpayment.

6.3 All payments due shall be made within a reasonable time unless otherwise specified in this Contract, in cleared funds, to such bank or building society account as the recipient Party may from time to time direct.

**7.0 Supply of Services**

7.1 In consideration of the amounts due under this Contract Price, the Contractor will provide the Services to the Client during the Contract Period in accordance with the Specification which shall include the Contractor complying with any obligations set out in the Specification.

7.2 If any Services provided to the Client were procured or obtained by the Contractor from third parties, then any guarantees, warranties, benefits or indemnities which the Contract holds from such third parties in respect of those Services will be held on trust for the Client.

7.3 In providing the Services, the Contractor shall:

7.3.1 co-operate with the Client in all matters relating to the Services, and comply with all the Client’s instructions;

7.3.2 use Staff who are suitably skilled and experienced to perform tasks assigned to them, and within sufficient numbers to ensure that the Contractor’s obligations are fulfilled in accordance with this Contract;

7.3.3 provide Staff with a form of identification that is acceptable to the Client and which staff shall display on their clothing at all times when they are on the Client’s Premises

7.3.4 instruct its Staff not to smoke on the Client’s Premises except where it is expressly permitted to do so.

7.3.5 ensure that the Services will conform with all descriptions and requirements set out in the Specification;

7.3.6 provide all Equipment, tools and vehicles and such other items as are required to provide the Services;

7.3.7 at all times comply with the Quality Standards, and where applicable maintain registration with the relevant Quality Standards authorisation body; and

7.3.8 the Contractor shall perform all its obligations under the Contract in accordance with all applicable Law and Good Industry Practice.

7.4    Without prejudice to any other right of remedy of the Client, if the Client informs the Contractor that it considers that any part of the Services does not meet the Specification or the requirements of the Contract or differs in any way (other than in a minor inconsequential way) from the Specification or its requirements, and this is other than as a result of Default or negligence on the part of the Client, the Contractor shall at its own expense re-schedule and re-perform any part of the Services correctly within such reasonable time as may be specified by the Client.

7.5    The Client envisages that it may require additional services and/or goods to be provided by the Contractor during the Contract Period. While the precise scope and extent of such additional services cannot be agreed at this time, the intention is for any such additional services to be included within the scope of this Contract in accordance with the Variation Procedure set out in Clause 11 of the Public Sector Standard Conditions of Contract, the precise scope and extent of such additional services being agreed between the Parties. Without limiting the generality of the above, as at the Commencement Date, the Client envisages that it may require those additional services identified under the “Potential Services” heading in the Specification. For the avoidance of doubt, the terms of the Contract shall apply to any such additional services.

**8.0 Access to Premises**

8.1 The Client may inspect and examine the manner in which the Contractor supplies the Services, at the Premises, during normal business hours, on reasonable notice to the Contractor.

8.2 If necessary, the Client will provide the Contractor with reasonable access at reasonable times to its Premises for the purpose of providing the Services.

**9.0 Provision and Removal of Equipment**

9.1 The Contractor shall provide all the Equipment necessary for the supply of Services.

9.2 The Contractor shall not deliver any Equipment nor begin any work on the Premises without obtaining prior Approval.

9.3 All Equipment brought onto the Premises shall be at the Contractor’s own risk and the Client shall have no liability for any loss of or damage to any Equipment unless the Contractor is able to demonstrate that such loss or damage was caused or contributed to by the Client’s Default. The Contractor shall provide for the haulage or carriage thereof to the Premises and the removal of Equipment when no longer required at its sole cost. Unless otherwise agreed by both Parties in writing, Equipment brought onto the Premises will remain the property of the Contractor.

9.4 The Contractor shall maintain all their items of Equipment within the Premises in a safe, serviceable and clean condition.

9.5 The Client shall be entitled at any time during the Contract Period to order in writing, that the Contractor at its own expense and as soon as reasonably practicable:

1. remove from the Premises any Equipment which in the reasonable opinion of the Client is either hazardous, noxious or not in accordance with the Contract; and
2. replace such item with a suitable substitute item of Equipment.

9.6 If the Contractor provides Services from the Client’s Premises, on completion of the Services, or upon the termination or expiry of the Contract (whichever is the earliest date) the Contractor will vacate the Client’s Premises, remove his plant, Equipment and unused materials and will clear away from these Premises all rubbish arising out of the Services and leave the Premises in a clean, safe and tidy condition. The Contractor is solely responsible for making good any damage to the Premises or any objects contained thereon, other than fair wear and tear, which is caused by the Contractor or any Staff.

**10.0 Inspection of Premises**

10.1 The Contractor is deemed to have inspected the Premises before submitting its tender so as to have understood the nature and extent of the Services to be carried out and is satisfied in relation to all matters connected with the performance of its obligations under this Contract.

**11.0 Late Delivery of Services**

11.1 Failure by the Contractor to provide the Services or any part of them within the time agreed shall entitle the Client to terminate this Contract and purchase other Services of the same or similar description to make good such default and recover from the Contractor the amount by which the cost of purchasing other Services exceeds the amount that would have been payable to the Contractor in respect of the Services replaced by such purchase provided that the Client uses all reasonable endeavours to mitigate its losses in this respect.

11.2 Without prejudice and in addition to the terms of clause 11.1 the Client shall be at liberty to charge an administration fee, not in excess of 10% of the gross cost of any other services purchased, as a result of a breach of clause 11.1. Such administration fees shall be in addition to any charge levied under clause 11.1.

11.3 Having given careful consideration to this matter, all monies payable by the Contractor under clause 11.1 and 11.2 are considered by the Parties to be a genuine pre-estimate of the losses which the Client will incur in relation to the Contractor’s failure to deliver the Services by the time agreed it being impossible to quantify the actual aggregate losses sustainable by the Client in terms of both loss of revenue as well as loss of reputation and prestige (the Parties acknowledging that hypothetically the losses sufferable by the Client might be more or less than the agreed liquidated damages calculation); arrived at without any inequality of bargaining position as between the Parties as a true bargain between the Parties; fair, given the nature and circumstances of the Contract; neither excessive, extravagant, unconscionable or oppressive in all the circumstances; and as such these monies are payable as liquidated damages such that the Contractor waives absolutely any entitlement to challenge the enforceability in whole or in part of this clause 11.0. The Parties’ joint intention in agreeing a scheme of liquidated damages in such circumstances is to substantially reduce and, to the fullest extent possible in law, eliminate, the risk of a dispute and potential litigation in relation to such circumstances.

11.4 Each Party confirms that (i) it has taken specific legal advice on the effect of this clause and (ii) based on such advice, it does not enter into this Contract in anticipation that, or with any expectation that this clause will be unenforceable for any reason.

**12.0 Staff and Key Personnel**

12.1 The Contractor warrants and represents that all Staff assigned to the performance of the Services shall possess and exercise such qualifications, skill and experience as are necessary for the proper performance of the Services.

12.2 The Contractor shall engage, employ and pay all monies due to Staff required to carry out this Contract and shall be entirely responsible for setting the pay and conditions of service for his Staff and for any compensation payments due to them howsoever arising.

12.3 If in the opinion of the Client any Staff of the Contractor has behaved inappropriately or is incapable of efficiently performing his duties, or it shall not be in the public interest for any person to be employed or engaged by the Contractor, the Contractor shall remove such a person without delay on being required to do so and cause the work to be performed by such other person as may be necessary, in default of which the Client may employ such other person as may be deemed necessary for the purposes of carrying out the work and recover from the Contractor the additional cost thereby incurred.

12.4 Any Key Personnel will not be released from supplying the Services without the agreement of the Client, except by reason of long-term sickness, maternity leave, paternity leave, termination of employment or other extenuating circumstances.

12.5 Any replacements to the Key Personnel will be subject to the agreement of the Client. Such replacements will be of at least equal status or of equivalent experience and skills to the Key Personnel being replaced and be suitable for the responsibilities of that person in relation to the Services.

12.6 In the event that the Contractor is unable to provide replacement Staff, acceptable to the Client’s representative, within reasonable time, then the Client reserves the right to obtain replacement Staff from other sources and pass any additional cost on to the Contractor. The Client reserves the right to terminate this Contract where the failure to provide a replacement has a detrimental effect to the timely provision of the Services in accordance with clause 40.0 (Termination of Contract, Public Sector Standard Conditions of Contract).

12.7 The Client shall not unreasonably withhold its agreement under clause 12.5. Such agreement shall be conditional on appropriate arrangements being made by the Contractor to minimise any adverse impact on this Contract which could be caused by a change in Key Personnel.

**13.0 Indemnity**

13.1 Neither Party excludes or limits liability to the other Party for:

1. Death or personal injury caused by its negligence; or
2. Fraud; or
3. Fraudulent misrepresentation; or
4. Any breach of any obligations implied by Section 2 of the Supply of Goods and Services Act 1982.

13.2 Subject to clause 13.3, the Contractor shall indemnify the Client and keep the Client indemnified fully against all claims, proceedings, actions, damages, costs, expenses and any other liabilities which may arise out of, or in consequence of, the supply, or the delay, late or purported supply, of the Services or the performance, non-performance or delay in performance by the Contractor of its obligations under the Contract or the presence of the Contractor or any Staff on the Premises, including in respect of any death or personal injury, loss of or damage to property, financial loss arising from any advice given or omitted to be given by the Contractor, or any other loss which is caused directly or indirectly by any act or omission of the Contractor.

13.3 The Contractor shall not be responsible for any injury, loss, damage, cost or expense if and to the extent that it is caused by the negligence or wilful misconduct of the Client or by breach by the Client of its obligations under the Contract.

13.4 Subject always to clause 13.1, the liability of either Party for Defaults shall be subject to the following financial limits:

1. the aggregate liability of either Party for all Defaults resulting in direct loss of or damage to the Property of the other under or in connection with this Contract shall in no event exceed five million pounds (£5,000,000); and

ii. the annual aggregate liability under this Contract of either Party for all Defaults (other than a Default governed by clause 13.4(i) shall in no event exceed the greater of One million pounds (£1,000,000) or One hundred and Fifty percent (150%) of the Contract Price paid or payable by the Client to the Contractor in the year in which the liability arises.

13.5 Subject always to clause 13.1; in no event shall either Party be liable to the other for any:

i. loss of profits, business, revenue or goodwill; and/or

ii. indirect or consequential loss or damage.

13.6 The provisions of clause 13.5 will not limit the Client’s right to recover for;

i. additional operational, administrative costs and/or expenses resulting from the direct Default of the Contractor;

ii. wasted expenditure or charges rendered unnecessary and incurred by the Client arising from a Default by the Contractor;

iii. additional cost of procuring replacement services for the remainder of the term of the Contract;

iv. additional costs to maintain the Services arising from a Default by the Contractor;

1. anticipated savings; and
2. any costs and losses arising from delay in performance.

13.7 The Contractor shall effect and maintain with a reputable company a policy or policies of insurance providing an adequate level of cover in respect of all risks which may be incurred by the Contractor, arising out of the Contractor’s performance of its obligations under the Contract, including death or personal injury, loss of or damage to property or any other loss. Such insurance shall be maintained for the duration of the Contract Period and for a minimum of 6 (six) years following the expiration or earlier termination of the Contract. Such policies shall include cover in respect of any financial loss arising from any advice given or omitted to be given by the Contractor.

13.8 The Contractor shall hold employer’s liability insurance in respect of Staff in accordance with any legal requirement from time to time in force.

13.9 If, for whatever reason, the Contractor fails to give effect to and maintain the insurances required by the provisions of this Contract the Client may make alternative arrangements to protect its interests and may recover the costs of such arrangements from the Contractor.

13.10 The provisions of any insurance or the amount of cover shall not relieve the Contractor of any liabilities under the Contract. It shall be the responsibility of the Contractor to determine the amount of insurance cover that will be adequate to enable the Contractor to satisfy any liability referred to in clause 13.2.

**14.0 Professional Indemnity**

14.1 The Contractor shall effect and maintain appropriate professional indemnity insurance cover during the Contract Period and shall ensure that all agents, professional consultants and sub-contractors involved in the supply of the Services do the same. To comply with its obligations under this clause and as a minimum, the Contractor shall ensure professional indemnity insurance held by the Contractor and by any agent, sub-contractor or consultant involved in the supply of the Services has a limit of indemnity of not less than One million pounds (£1,000,000)for each individual claim or such higher limit as the Client may reasonably require (and as required by law) from time to time. Such insurance shall be maintained for a minimum of 6 (six) years following the expiration or earlier termination of the Contract.

**15.0 Protection of Information Assurance**

15.1 When handling Information belonging to or supplied by the Client, the Contractor will ensure the security of the data is maintained in line with the protective marking given to that data by the Client, and by adopting the appropriate elements of the Cabinet Office Security Policy Framework and supporting documents and any successors thereof as agreed with the Client and set out in the Tender, Award Letter or Specification.

15.2 The Client reserves the right to inspect the physical location of the Information store or processing, back-up arrangements and review at appropriate intervals to be agreed with the Client any information assurance processes and procedures in place.

**16.0 Break**

16.1 The Client shall have the right to terminate the Contract in all or part at any time by giving six months’ written notice to the Contractor.

16.2 In addition to clause 40.7 of the Public Sector Standard Conditions of Contract, termination of this Contract shall not affect the continuing rights, remedies or obligations of the Client or the Contractor under clauses 5.0 (Payment), 6.0 (Recovery of Sums Due), 13.0 (Liability, Indemnity and Insurance), 14.0 (Professional Indemnity).

**17.0 Contractor’s Premises Security**

17.1 Where the Services are provided from the Contractor’s Premises, the Contractor will, at their own cost, comply with all security requirements specified by the Client in writing.

**18.0 Tax Arrangements of Public Sector Appointees**

18.1 Where the Contractor is liable to be taxed in the UK in respect of consideration received under this contract, it shall at all times comply with the Income Tax (Earnings and Pensions) Act 2003 (“**ITEPA**") and all other statutes and regulations relating to income tax in respect of that consideration.

18.2 Where the Contractor is liable to National Insurance Contributions (“**NICs**”) in respect of consideration received under this contract, it shall at all times comply with the Social Security Contributions and Benefits (Northern Ireland) Act 1992 or equivalent and all other statutes and regulations relating to NICs in respect of that consideration.

18.3 The Client may, at any time during the term of this contract, request the Contractor to provide information which demonstrates how the Contractor complies with clauses 18.1 and 18.2 above or why those clauses do not apply to them.

18.4 A request under clause 18.3 above may specify the information which the Contractor must provide and the period within which that information must be provided.

18.5 The Client may terminate this contract if:-

* 1. in the case of a request mentioned in Clause 18.3 above:-
* the Contractor fails to provide information in response to the request within a reasonable time; or
* the Contractor provides information which is inadequate to demonstrate either how the Contractor complies with clauses 18.1 and 18.2 above or why those Clauses do not apply to them;
  1. in the case of a request mentioned in clause 18.4 above, the Contractor fails to provide the specified information within the specified period; or
  2. it receives information which demonstrates that, at any time when clauses 18.1 and 18.2 apply to the Contractor, the Contractor is not complying with those clauses.

18.6 The Client may supply any information which it receives under clause 18.5(iii) to the Commissioners of Her Majesty’s Revenue and Customs for the purpose of the collection and management of revenue for which they are responsible.

**19.0 Monitoring of Contract Performance**

19.1 The Contractor shall comply with the monitoring arrangements set out in Schedule 3 (Contract Management/Monitoring) to these Commercial Conditions of Contract including, but not limited to, providing such data and information as the Contractor may be required to produce under this Contract.

**20.0 Social Considerations**

20.1 The Contractor shall comply with the obligations set out in Schedule 4 (Social Considerations) to these Commercial Conditions of Contract in connection with social considerations.

**21.0 Security**

21.1 The Contractor shall comply with the obligations set out in Schedule 5 (Security Schedule) to these Commercial Conditions of Contract in connection with any security requirements.

## 22.0 Licence to Occupy Premises

22.1 Any land or Premises made available from time to time to the Contractor by the Client in connection with this Contract shall be made available to the Contractor on a non-exclusive licence basis free of charge and shall be used by the Contractor solely for the purpose of performing its obligations under this Contract. The Contractor shall have the use of such land or Premises as licensee and shall vacate the same on completion, termination or abandonment of this Contract.

22.2 The Contractor shall limit access to the land or Premises to such Staff as is necessary to enable it to perform its obligations under this Contract and the Contractor shall co-operate (and ensure that its Staff co-operate) with such other persons working concurrently on such land or Premises as the Client may reasonably request.

22.3 Should the Contractor require modifications to the Premises, such modifications shall be subject to prior Approval and shall be carried out by the Client at the Contractor’s expense. The Client shall undertake approved modification work without undue delay. Ownership of such modifications shall rest with the Client.

22.4 The Contractor shall (and shall ensure that its Staff shall) observe and comply with such rules and regulations as may be in force at any time for the use of such Premises as determined by the Client, and the Contractor shall pay for the cost of making good any damage caused by the Contractor or its Staff other than fair wear and tear. For the avoidance of doubt, damage includes damage to the fabric of the buildings, plant, fixed equipment or fittings therein.

22.5 The Parties agree that there is no intention on the part of the Client to create a tenancy of any nature whatsoever in favour of the Contractor or its Staff and that no such tenancy has or shall come into being and, notwithstanding any rights granted pursuant to this Contract, the Client retains the right at any time to use any premises owned or occupied by it in any manner it sees fit.

**23.0 Intellectual Property Rights (NOT USED)**

**24.0 Data Protection**

24.1 The Parties acknowledge that for the purposes of the Data Protection Legislation, the Client is the Controller and the Contractor is the Processor unless otherwise specified in the Data Protection Schedule. The only processing that the Contractor is authorised to do is listed in the Data Protection Schedule by the Client and may not be determined by the Contractor.

24.2 The Contractor shall notify the Client immediately if it considers that any of the Client’s instructions infringe the Data Protection Legislation.

24.3 The Contractor shall provide all reasonable assistance to the Client in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Client, include:

(a) a systematic description of the envisaged processing operations and the purpose of the processing;

(b) an assessment of the necessity and proportionality of the processing operations in relation to the Services;

(c) an assessment of the risks to the rights and freedoms of Data Subjects; and

(d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.

24.4 The Contractor shall, in relation to any Personal Data processed in connection with its obligations under this Contract:

1. process that Personal Data only in accordance with the Data Protection Schedule, unless the Contractor is required to do otherwise by Law. If it is so required the Contractor shall promptly notify the Client before processing the Personal Data unless prohibited by Law;
2. ensure that it has in place Protective Measures, which are appropriate to protect against a Data Loss Event, which the Client may reasonably reject (but failure to reject shall not amount to approval by the Client of the adequacy of the Protective Measures), having taken account of the:
3. nature of the data to be protected;
4. harm that might result from a Data Loss Event;
5. state of technological development; and
6. cost of implementing any measures;
7. ensure that:
8. the Staff do not process Personal Data except in accordance with this Contract (and in particular the Data Protection Schedule);
9. it takes all reasonable steps to ensure the reliability and integrity of any Staff who have access to the Personal Data and ensure that they:
10. are aware of and comply with the Contractor’s duties under this clause;
11. are subject to appropriate confidentiality undertakings with the Contractor or any Sub-processor;
12. are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third Party unless directed in writing to do so by the Client or as otherwise permitted by this Contract; and
13. have undergone adequate training in the use, care, protection and handling of Personal Data; and
14. not transfer Personal Data outside of the EU unless the prior written consent of the Client has been obtained and the following conditions are fulfilled:
15. the Client or the Contractor has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or LED Article 37) as determined by the Client;
16. the Data Subject has enforceable rights and effective legal remedies;
17. the Contractor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Client in meeting its obligations); and
18. the Contractor complies with any reasonable instructions notified to it in advance by the Client with respect to the processing of the Personal Data;
19. at the written direction of the Client, delete or return Personal Data (and any copies of it) to the Client on termination of the Contract unless the Contractor is required by Law to retain the Personal Data.

24.5 Subject to clause 24.6, the Contractor shall notify the Client immediately if it:

1. receives a Data Subject Access Request (or purported Data Subject Access Request);
2. receives a request to rectify, block or erase any Personal Data;
3. receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
4. receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Contract;
5. receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
6. becomes aware of a Data Loss Event.

24.6 The Contractor’s obligation to notify under clause 24.5 shall include the provision of further information to the Client in phases, as details become available.

24.7 Taking into account the nature of the processing, the Contractor shall provide the Client with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under clause 24.5 (and insofar as possible within the timescales reasonably required by the Client) including by promptly providing:

1. the Client with full details and copies of the complaint, communication or request;
2. such assistance as is reasonably requested by the Client to enable the Client to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;
3. the Client, at its request, with any Personal Data it holds in relation to a Data Subject;
4. assistance as requested by the Client following any Data Loss Event;
5. assistance as requested by the Client with respect to any request from the Information Commissioner’s Office, or any consultation by the Client with the Information Commissioner's Office.

24.8 The Contractor shall maintain complete and accurate records and information to demonstrate its compliance with this clause. This requirement does not apply where the Contractor employs fewer than 250 Staff, unless:

1. the Client determines that the processing is not occasional;
2. the Client determines the processing includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR; and
3. the Client determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.

24.9 The Contractor shall allow for audits of its Data Processing activity by the Client or the Client’s designated auditor.

24.10 The Contractor shall designate a Data Protection Officer if required by the Data Protection Legislation.

24.11 Before allowing any Sub-processor to process any Personal Data related to this Contract, the Contractor must:

1. notify the Client in writing of the intended Sub-processor and processing;
2. obtain the written consent of the Client;
3. enter into a written agreement with the Sub-processor which give effect to the terms set out in this clause 24.0 such that they apply to the Sub-processor; and
4. provide the Client with such information regarding the Sub-processor as the Client may reasonably require.

24.12 The Contractor shall remain fully liable for all acts or omissions of any Sub-processor.

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

24.14 The Parties agree to take account of any guidance issued by the Information Commissioner’s Office. The Client may on not less than 30 Working Days’ notice to the Contractor amend this agreement to ensure that it complies with any guidance issued by the Information Commissioner’s Office.

24.15 Where the Parties include two or more Joint Controllers as identified in the Data Protection Schedule in accordance with GDPR Article 26, those Parties shall enter into a Joint Controller Agreement based on the terms outlined in the Joint Controller Agreement Schedule in replacement of Clauses 24.1-24.14 for the Personal Data under Joint Control.

# SCHEDULE 1 - SPECIFICATION SCHEDULE

Please see attachment titled **ID 3346821 – Schedule 1 Specification**

# SCHEDULE 2 - PRICING SCHEDULE

Please see attachment titled **ID 3346821 – Schedule 2 Pricing Schedule.**

Tenderers must refer to the notes tab within the Pricing Schedule for instructions on completing the Transaction rates. The transaction fees as included within the Pricing Schedule will become the rates for the Framework agreement and subsequent call-off contracts.

Please note: All prices within the pricing schedules shall be in pounds sterling and exclusive of VAT.

Invoicing may be processed on individual business area basis or grouped invoices for each Client. After award of Contract the Client shall require the Contractor to liaise with the Client’s Business Area to establish the invoice arrangements.

The Client reserves the right to withhold or delay payment in relation to any invoice which is not submitted in accordance with the Contract (including where such invoice does not contain the relevant Quotation or Purchase Order number(s)) or which covers, or purports to relate to Goods and/or Services which have not been provided in accordance with the Contract. The Client shall as soon as is reasonably practicable notify the Contractor accordingly of such a withholding or delay of payment in writing.

1. **Invoicing Requirements for Account NI Users**

Account NI has implemented eInvoicing this provides faster payment to Contractors when the following requirements are fulfilled:

1. Invoices must be provided in pdf format via email with the relevant purchase order number quoted
2. Account NI require that invoices are received directly via email from the supplier’s accounting system. The pdf must be structured or ‘tagged’ which means the information on the invoice is split into columns or fields (eg the invoice number will be in a field, the invoice date will be in a field etc). The majority of financial systems will facilitate structure pdf output. If however the accounting system cannot produce a structured/tagged PDF directly, various other suitable methods are acceptable, including, e.g.

* PDF printer driver software such as CutePDF or Bullzip.
* MS Office has a facility to generate structured/tagged pdfs.

1. Invoices and Credit Notes must be emailed directly to Account NI at the following address:- [invoices@accountni.gov.uk](mailto:invoices@accountni.gsi.gov.uk)
2. **Characteristics of a valid Invoice**

(a)       Contracting Authority/Client name (‘Bill To’ addresses – see table below)

(b)       The wording "Purchase Order" or "PO" followed by the 10 digit PO number

(c)       The invoice number

(d)       Payment terms

(e)       Invoice date / tax point

(f)        Contractor name, address, postcode and VAT registration number

(g)       Remittance name and address where this is different to (e) above

(h)       Goods / service details which match the PO details, including quantity billed, item description, unit of measure, unit price and total value

(i)        The agreed charge, including any discounts, handling and freight charges and a breakdown clearly showing each VAT amount and the applicable VAT rate (and where not complete, a breakdown of the relevant work or services as they relate to this charge or an explanation of a difference in expected charge)

|  |  |  |
| --- | --- | --- |
| **Department** | **Departmental ‘Bill To’ addresses to quote on your invoices** |  |
| *Department of Agriculture, Environment and Rural Affairs* | *Account NI – DAERA PO Box 1190 Belfast BT1 9JE Purchase Order Number: 618xxxxxxx* |  |
| *Department of Education* | *Account NI – DE PO Box 1193 Belfast BT1 9JH Purchase Order Number: 617xxxxxxx* |  |
| *Department for the Economy* | *Account NI - DFE PO Box 1148 Belfast BT1 9FU Purchase Order Number: 613xxxxxxx* |  |
| *Department of Finance* | *Account NI - DOF PO Box 1120 Belfast BT1 9FZ Purchase Order Number: 610xxxxxxx* |  |
| *Department of Health* | *Account NI - DOH PO Box 1173 Belfast BT1 9HQ Purchase Order Number: 614xxxxxxx* |  |
| *Department for Infrastructure* | *Account NI - DFI  PO Box 1207 Belfast BT1 9JW Purchase Order Number: 621xxxxxxx* |  |
| *Department for Communities* | *Account NI – DFC PO Box 1176 Belfast BT1 9HT Purchase Order Number: 615xxxxxxx* |  |
| *Department of Justice* | *Account NI – DOJ PO Box 403 Belfast BT1 9PG Purchase Order Number: 623xxxxxxx* |  |
| *Public Prosecution Service* | *Account NI – PPS PO Box 405 Belfast BT1 9PH Purchase Order Number: 624xxxxxxx* |  |
| *Northern Ireland Office* | *Account NI – NIO PO Box 2196 Belfast BT1 9YG Purchase Order Number: 625xxxxxxx* |  |
| *The Executive Office* | *Account NI – TEO PO Box 1119 Belfast BT1 9FY Purchase Order Number: 611xxxxxxx* |  |

For Non Account NI Clients (NDPBs) the invoicing requirements will be provided by the client upon award of a Call Off contract.

1. **Characteristics of a valid Invoice for Non Account NI Clients**

(a)       Contracting Authority/Client name (‘Bill To’ addresses – see table below)

(b)      The wording "Purchase Order" or "PO" followed by the 10 digit PO number

(c)       The invoice number

(d)       Payment terms

(e)       Invoice date / tax point

(f)        Contractor name, address, postcode and VAT registration number

(g)       Remittance name and address where this is different to (e) above

(h)       Goods / service details which match the PO details, including quantity billed, item description, unit of measure, unit price and total value

(i)       The agreed charge, including any discounts, handling and freight charges and a breakdown clearly showing each VAT amount and the applicable VAT rate (and where not complete, a breakdown of the relevant work or services as they relate to this charge or an explanation of a difference in expected charge)

The Client reserves the right to withhold or delay payment in relation to any invoice which is not submitted in accordance with the Contract (including where such invoice does not contain the relevant Quotation or Purchase Order number(s)) or which covers, or purports to relate to Goods and/or Services which have not been provided in accordance with the Contract. The Client shall as soon as is reasonably practicable notify the Contractor accordingly of such a withholding or delay of payment in writing.

# SCHEDULE 3 - CONTRACT MANAGEMENT/MONITORING SCHEDULE

1. **Contract Management**
   1. Performance monitoring is key to ensure that value for money is achieved. Poor performance will be managed at each business area through the contract monitoring.
   2. As part of its contract management procedures, the Client will apply the Protocol for Managing Poor Supplier Performance contained in Annex D of [Procurement Guidance Note PGN 01/12 – Contract Management Principles and Procedures](https://www.finance-ni.gov.uk/publications/procurement-guidance-note-0112-contract-management-principles-and-procedures).
   3. The Protocol sets out a series of five escalating stages to enable the Client to manage poor performance by Contractors.
   4. At Stage 4, as an alternative to terminating the contract, a Notice of Written Warning can be issued to the Contractor.
   5. At Stage 5, as an alternative to terminating the contract, a Notice of Unsatisfactory Performance can be issued to the Contractor.
   6. If a Contractor has received more than one current Notice of Written Warning Construction and Procurement Delivery at its discretion, can consider the Contractor’s exclusion from future procurement competitions, being undertaken on behalf of bodies covered by the Northern Ireland Public Procurement Policy, for a period of 12 months.
   7. If a Contractor is subject to a Notice of Unsatisfactory Performance Construction and Procurement Delivery, at its discretion, can consider the Contractor’s exclusion from future procurement competitions, being undertaken on behalf of bodies covered by the Northern Ireland Public Procurement Policy, for a period of 3 years.
   8. **A central Register of Contractors in receipt of current Notices and Terminations will be maintained by Construction & Procurement Delivery (CPD) and will be publicly available on its website. This Register will cover all procurements by bodies subject to** [**Northern Ireland Public Procurement Policy**](https://www.finance-ni.gov.uk/publications/ni-public-procurement-policy-document)**.**

## Performance Management

* 1. Performance monitoring is key to ensure that value for money is achieved. Poor performance will be managed at each business area through the contract monitoring.

2.2 The Clients business area / location representative will be responsible for day-to-day management and supervision of services.

2.3 The Client will work in partnership with the Contractor to monitor and improve service delivery.

**3. Management Information**

3.1 The MI must be capable of being submitted in the formats as requested (such as MS Excel and pdf) and agreed to by CPD and be of no additional charge to CPD or the Client.

3.2 Each Client may require individual operational meetings with the Contractor as and when requested.

* 1. The Typical MI required by the Contractor shall include, but is not restricted to: -

1. Overall Business Summary – spend by Client for all aspects of the Service (airline, rail, ferry, car hire, taxi, accommodation etc);
2. Number of cancellations and amendments made to bookings;
3. Airline flights and costs disaggregated to identify individual travellers as well as a breakdown of the number and costs of flights in individual classes or deal fare categories;
4. Analysis of Domestic and International travel costs on an individual carrier and destination airport basis per Client;
5. Record of complaints and compliments by Client;
6. Online/offline bookings analysis;
7. Hotel Bookings Analysis – including conferencing facilities;
8. Full breakdown of all transaction costs per Client including 'out of hours' calls, amendments, cancellations to bookings etc;
9. An annual Customer Service Plan that looks forward to the forthcoming year's events and opportunities and describes how the Contractor will liaise with Clients;
10. A report detailing each booking and the amount of settlement discount actually received by the Client. This should be sent to Client on a monthly basis or less frequently if requested by the Client;
11. A record of any air miles, airline points or loyalty schemes;
12. Where available CO2 generated by travel booked through the Contract per Client and per type of travel;
13. Details of how far in advance travel bookings are being made
14. information on the cost of the cheapest alternative to the actual travel booking made (if appropriate)

The baseline for savings calculations will be agreed between the Client and the Contractor after award of Contract from the Framework. The Contractor shall capture and provide management information to CPD, as agreed for each Client, on savings (both actual and missed), and provide ongoing pro-active advice on how savings can be maximised.

* 1. The contractor shall provide a Business Continuity and Disaster Recovery Plan (BCDR) within 30 days contract commencement for the client’s approval. At a minimum the BCDR will be reviewed and updated annually with the client.
  2. The Contractor shall also provide reports on instances of non-compliance to travel policy as agreed by each Client.

**4.** **Escalation Procedures**

4.1 In the event that complaints cannot be resolved between the Client’s Representative and the Contractor, the Client’s Representative will escalate this to a senior member of staff. At the Client’s Representative request, the Contractor shall also escalate this within their organisation and agree to meet with the Client’s Representative to discuss complaint resolution. If the issue remains unresolved the Client’s Representative shall contact CPD who will review the complaint and advise how the matter is progressed.

# SCHEDULE 3: MONITORING SCHEDULE

Scale of Satisfaction  **CM01 Services**

**9 or 10 = outstanding**

**7 or 8 = more than satisfactory to good (minor mistakes but not serious)**

**5 or 6 = acceptable (some problems may need resolved)**

**3 or 4 = poor (needs increased monitoring) (Contractor informed verbally)**

**0, 1 or 2 = unsatisfactory (Contractor informed in writing)**

***CONTRACTOR'S PERFORMANCE ASSESSMENT*** **(SERVICES)**

Contract title: ……………………………. Monitoring Period (6 Months)......….....

Contract Ref……………………………..... Contractor............................................

|  |  |  |
| --- | --- | --- |
| Ref. | **CATEGORY** | **Scale of**  **Satisfaction** |
|  | ***COMPLETION*** |  |
| D1 | Services delivered to clients |  |
| D2 | Ease of Contact / Resolution of Queries |  |
| D3 | Out of hours Service |  |
|  | ***SERVICE PROVIDED*** |  |
| Q1 | Competency/Skills of Workforce |  |
| Q2 | Appropriate level of CTC Cleared staff (as appropriate for clients) |  |
| Q3 | Volume of complaints |  |
| Q4 | Handling complaints |  |
|  | ***FINANCE and ADMINISTRATION*** |  |
| F1 | Accuracy of Invoices / Standard of Documentation |  |
| F2 | Contract MI Returned Fully & Promptly |  |
| F3 | Costs in line with tendered rates |  |
|  |

|  |  |
| --- | --- |
| Value of Contract | *£* |
| *Spend to date* | *£* |

Name of Person Completing Assessment......................................................... Department/Organisation ............................................

Telephone No................................

Date .............................. Date of previous poor performance marking (*if applicable)..................................*

**The** **representative of the customer most familiar with the work of the contract will complete the Scale of Satisfaction markings**.

**SCHEDULE 4 - SOCIAL CONSIDERATIONS SCHEDULE**

1. **Background**

The Northern Ireland Civil Service and its associated agencies, are committed to the promotion of social inclusion and equal opportunities as key objectives in the Sustainable Development Strategy for Northern Ireland as detailed in [PGN 01/13 Integrating Social Considerations into Contracts](https://www.finance-ni.gov.uk/publications/procurement-guidance-note-0113-integrating-social-considerations-contracts). They are also committed to maximising the progression into the workforce of people who are long term unemployed and those leaving education and training, both as a way of maximising value for money from its investment in these services and to provide a skilled and productive workforce that can deliver future Government investment and help attract inward investment.

To help achieve these objectives and address the strategic aims, it is required that the successful Contractor will, as a condition of contract, deliver measureable social value outcomes as set out below.

1. **Buy Social Delivery Plan**

The Contractor shall deliver the services in accordance with this Schedule and their submitted Buy Social Delivery Plan at time of tender hereto unless otherwise agreed with the Client, at the Client’s discretion.

The Client may request an updated Buy Social Delivery Plan at interims throughout the contract, to take into account the invoiced contract value, the Contractor’s delivery of social considerations during the period reported on and the Contractor’s forecasted delivery of social considerations.

1. **Targeted Recruitment & Training**

Targeted Recruitment and Training is the delivery of paid employment for New Entrant Trainees that meet the New Entrant Trainee eligibility as set out at clause 3.2*.*

New Entrant Trainees have an employment contract with the Contractor or its Sub-contractors, where the definition of a person-week is the equivalent of one person working for 5 days either onsite or through a mix of work and training

**3.1 Targeted Recruitment & Training Requirement**

The employment of New Entrant Trainees should comprise a minimum of 40% of new personnel engaged on the contract (be it through the contractor or a sub-contractor).

* 1. **New Entrant Trainee eligibility**

For a person to qualify as a New Entrant Trainee, the Contractor must ensure that they satisfy one of the following categories:

* a person aged under 25 that has been unemployed for more than 26 weeks and is seeking employment; or
* a person aged 25 or over that has been unemployed for more than 52 weeks and is seeking employment; or
* a person who is leaving, or has within the last 12 months, left an educational establishment or a training provider (including paid student work placements) and is seeking employment;
* a person who has been / become unemployed due to the Covid 19 pandemic; or,
* a person who is an existing New Entrant Trainee known to the Contractor that is seeking a new position to complete their New Entrant period, or another person accepted as a New Entrant Trainee by the Client, at the Client’s discretion.

**3.3 New Entrant Trainee categories**

Once recruited New Entrant Trainees must be assigned one of the following categories for the purposes of monitoring:

* an apprentice who is undertaking a paid apprenticeship, registered within the Apprenticeships NI programme or an equivalent scheme;
* a professional trainee who is registered with an appropriate professional body;
* a student working towards a primary or post-graduate degree that is required by a university or college to undertake a placement in industry to gain relevant training and experience through paid employment;
* an education leaver who has left education in the last 12 months
* long-term unemployed, a person who meets the long-term unemployed criteria

**3.4 New Entrant Trainee Training**

Each New Entrant Trainee must be:

* provided with the opportunity to obtain training and accreditation relevant to the tasks they are expected to perform;
* asked if they would like to receive support with numeracy, literacy and information technology, and those that do must be signposted to sources of training and accreditation for these Essential Skills; and
* supported in undertaking training e.g. through flexible working arrangements, where practicable.

The costs of training and accreditation/registration must be covered by the Contractor either directly or through public or industry sources that they identify.

**4. Unwaged work placements**

The Contractor shall provide a minimum of 4 weeks of work placement opportunities per annum for people who are considered to be disadvantaged in the labour market. This can include people with a disability, lone parents, Looked After Child/care leaver, people with an offending background, people undertaking education or training at an institute of further education or facing other disadvantage as agreed with the Authority. The Contractor is to provide work placement participants with meaningful work experience, training and development which will enhance their opportunities for future employment. Work placements can be delivered.

**5. Business in Education**

To support the development of young people, the Contractor is required to volunteer a minimum of 16 hours per annum with a school, institutes of further education, charity or organisation within the Voluntary, Community and Social Enterprise sector to support the development of people who are disadvantaged or at risk of social exclusion. This may include vocational talks, curriculum support, careers guidance, workplace visits, mentoring or as otherwise agreed by the Authority.

**6. Use of social enterprises in the supply chain**

The Contractor will endeavour to use at least one social enterprise in the supply chain in relation to any sub-contracting or other business opportunities available as a result of this contract. The Contractor should ensure this is a meaningful opportunity for the social enterprise. A directory of social enterprises can be found at [www.buysocialni.org.uk/directory](http://www.buysocialni.org.uk/directory).

Any action taken by the Client or their agents to broker relationships between the Contractor and local individuals/firms/agencies does not imply and should not be deemed to imply that they or their agents consider the individual/firm/agency as suitable for engagement by the Contractor.

**General Requirements**

**7. Maximising employment opportunities**

All employment vacancies on the contract are to be notified by the Contractor to [www.jobcentreonline.com](http://www.jobcentreonline.com) and one or more organisations registered on the Buy Social website ([www.buysocialni.org/contractors/find-a-broker/](file:///C:\Users\sib-scotte\AppData\Local\Microsoft\Windows\INetCache\Content.Outlook\EI37AV6P\www.buysocialni.org\contractors\find-a-broker\)) and/or other agencies named by or agreed with the Client for this purpose. Sufficient time must be allowed for information on vacancies to be made available and applications submitted.

**8.** **Security clearance**

The Contractor shall obtain security clearance for all New Entrant Trainees and persons visiting the workplace in relation to work experience or business and education initiatives to the same standard as all other personnel involved in the contract in accordance with the Contract Information.

**9. Data Protection**

A Data Protection Consent Form (as provided) must be completed by each New Entrant Trainee in the Contractor’s Buy Social Monitoring Report and therefore counted towards the Contractor’s Targeted Recruitment and Training target. Consent shall be provided on a voluntary basis and can be withdrawn by the New Entrant Trainee at any time (as noted within the Data Protection Consent Form). Completed Consent Forms must be sent to the Strategic Investment Board.  Notwithstanding the above, the Contractor shall ensure it satisfies itself in respect of its obligations under the Data Protection Act 2018 (as may be amended from time to time) and the General Data Protection Regulation (GDPR) (Regulation (EU 2016/679).

The Contractor, at contract award, shall enter into a Data Processing Agreement with the Strategic Investment Board. This is to enable the sharing of personal information (provided in the Buy Social Monitoring Report) from New Entrant Trainees, for the purposes of checking and verification.

The Contractor must only engage a Sub-processor, in relation to the Buy Social requirements, with the prior consent of the Strategic Investment Board and must enter into a Data Processing Agreement with any Sub-processor with whom the information in the Contractor’s Buy Social Monitoring Report is shared.

**10. Health and Safety**

It is the responsibility of the Contractor to ensure that persons recruited or otherwise visiting the worksite in relation to the social consideration requirements has or is supported to obtain the necessary health and safety accreditation or other appropriate measures and appropriate personal protective equipment if necessary.

**11. Costs**

The Contractor shall deliver the social considerations within their tender sum and by supervision and support of trainees so that they contribute positively to the contract.

**12. The Client’s Support Activities**

In the spirit of partnership the Client may seek to ensure that there is appropriate training and job-matching services available to contractors carrying out services on its behalf. However, this action does not comprise or imply any promise on the part of the Client or their agents to provide suitable services. Responsibility for sourcing New Entrant Trainees and other social consideration beneficiaries remains with the Contractor.

Organisations delivering employability, education and skills training are listed on the Buy Social website ([www.buysocialni.org/contractors/find-a-broker/](http://www.buysocialni.org/contractors/find-a-broker/)) established for the purpose of helping contractors identify New Entrant Trainees and other social consideration participants.

Any action taken by the Client or their agents to broker relationships between the Contractor and local individuals/firms/agencies does not imply and should not be deemed to imply that they or their agents consider the individual/firm/agency as suitable for engagement by the Contractor.

**13. Sub-contractors**

It is the contractor’s responsibility to develop a working method and where necessary secure sub-contractor co-operation in order to achieve the Client’s social consideration requirements.

**14. Monitoring Information**

The Contractor provides a completed Buy Social Monitoring Report every month.

This Report will include, subject to Data Protection*:*

* the number of people recruited during the period and the percentage of these that are New Entrant Trainees
* a listing of all of the New Entrant Trainees that have been engaged on the contract, their status (apprentice, student/professional trainee or other trainee), and the number of weeks they have delivered in the period reported on and the period since their employment/engagement
* the number of weeks of unwaged work experience delivered and details of disadvantaged criteria;
* details of business in education activities delivered, including brief description of activity and hours of support provided;
* details of a social enterprise that has been used in the supply chain;
* information on any special factors that have influenced the delivery of the social considerations and actions being undertaken to address any problems identified.

TheContractor shall provide all information necessary, including obtaining it from sub-contractors and agencies, and cooperate with the Client’s Contract Manager to review progress on delivering the social consideration requirements.

# SCHEDULE 5 - SECURITY SCHEDULE

**SECURITY CLEARANCE**

Corporate Competitions and Policy Branch will carry out security clearance checks for the core NICS departments only.

All other Non-Departmental Public Bodies (NDPBs) who wish to participate in the framework must arrange their own security clearance checks. If contractor personnel have been vetted to work for the NICS, NDPBs and other Participating Bodies will confirm if they are willing to accept this. This will avoid duplication of cost for contractors and public bodies.

The Contractor must cover the Access NI costs for the baseline and enhanced security clearances. The Client will cover the costs incurred for CTC and above security clearances.

**Baseline Personnel Security Standard using a Basic Disclosure**

The contractor shall ensure that only personnel (whether employed directly or as a sub-contractor) that have been security cleared to the minimum requirement of Baseline Personnel Security Standard (BPSS) – Basic Disclosure, carry out work associated with this contract (Personnel who have a valid Standard or Enhanced Disclosure will also meet the requirement. The contractor should note that when submitting an Enhanced Disclosure for a role that is not a regulated activity, permission should be sought from the individual). It should also be noted that a Disclosure Certificate itself is not a clearance, but forms part of the BPSS check to obtain clearance.

In order to obtain the required security clearance, the contractor shall complete the Security Clearance Application Form which DoF’s Corporate Competitions and Policy Branch will issue to the main contractor upon notification of award. The contractor is to obtain and pay for a Criminal Record Disclosure Certificate for each individual. The completed Security Clearance Application Form as well as a verified copy of the Criminal Record Disclosure Certificate must be submitted by hard copy to Corporate Competitions and Policy Branch, Corporate HR, Orchard House, 40 Foyle Street, Londonderry, BT48 6AT.

In order to obtain the Basic Criminal Record Disclosure Certificate for each individual, the contractor shall:-

* Direct the individual to complete an e-application for a Basic Disclosure [BD] through AccessNI on-line. The AccessNI Applications page and guidance can be accessed on the NI Direct website, <http://www.nidirect.gov.uk/index/information-and-services/crime-justice-and-the-law/accessni-criminal-record-checks/accessni-applications.htm>.
* Once received from the individual, the contractor should submit a verified copy of the Basic Disclosure Certificate and the Security Clearance Application Form by hard copy for each individual to Corporate Competitions and Policy Branch (Disclosure Certificates forwarded by individuals will not be accepted).

Where an individual already has a Basic Disclosure Certificate, but it is more than 6 months since the Certificate was issued by AccessNI, the contractor shall submit an ‘Update/Change in Personal Circumstances Form’ with the verified copy of the Disclosure Certificate. Where a period in excess of 12 months has elapsed since the issue of a Disclosure Certificate, a new Disclosure Certificate will be required.

In addition to the Security Clearance Application Form and verified copy of the Basic Disclosure Certificate the contractor shall submit the following documents for each individual as part of the Baseline requirements, if applicable:-

* + ‘Update/Change in Personal Circumstances Form’. This form is also to be submitted by the Contractor for each individual when there has been a material change in their personal circumstances, e.g. criminal convictions; change of address; change in employment; or

1. A Statement of Disclosure form, this form should only be submitted by individuals that have criminal convictions on their Criminal Record Disclosure Certificate. This form provides the individuals with an opportunity to provide mitigating information they may wish to be taken into account in assessing their suitability

(These forms can be obtained from Corporate Competitions and Policy Branch by emailing resourcingchr@finance-ni.gov.uk).

Corporate Competitions and Policy Branch will advise the contractor of those individuals who have been granted security clearance and who may therefore be involved in work associated with the contract. Individuals not granted security clearance from Corporate Competitions and Policy Branch should not attempt to gain access to any site, or undertake any work associated with this contract. Clearance will remain valid for a period of three years or until the end of the contract (whichever is first) and it is the contractor’s responsibility to ensure accurate records are kept and that valid clearance is maintained for the duration of the contract.

All costs associated with security clearance must be included for in the tendered price.

**Baseline Personnel Security Standard – Enhanced Disclosure**

If direct contact with students or vulnerable adults is required the contractor shall ensure that only personnel (whether employed directly or as a sub-contractor) that have been security cleared to the minimum requirement of Baseline Personnel Security Standard (BPSS) – Enhanced Disclosure, carry out work associated with this contract. (Enhanced Disclosure should only be requested if the individuals working on this contract are defined as working in a regulated activity). It must be noted that an Enhanced Disclosure Certificate itself is not clearance, but forms part of the checking process to obtain Baseline Personnel Security Clearance.

The process to obtain the Enhanced Criminal Record Disclosure Certificate is similar to that for a Basic Disclosure, but an Enhanced Disclosure e-application form should be completed.

In order to obtain the Enhanced Disclosure Certificate for each individual, the contractor shall;

* register with AccessNI at:
  + <http://www.nidirect.gov.uk/index/information-and-services/crime-justice-and-the-law/accessni-criminal-record-checks/accessni-applications/apply-to-become-a-registered-body.htm> and pay the appropriate registration fee, or contact an approved Registered Body who will manage the application process;
* Direct the individual to complete an e-application for an Enhanced Disclosure [ED] through AccessNI on-line. The AccessNI Applications page and guidance can be accessed on the NI Direct website, <http://www.nidirect.gov.uk/index/information-and-services/crime-justice-and-the-law/accessni-criminal-record-checks/accessni-applications.htm>.
* Once received from the individual, the contractor should submit a verified copy of the Enhanced Disclosure Certificate and the Security Clearance Application Form by hard copy for each individual to AMB (Disclosure Certificates forwarded by individuals will not be accepted).

Where an individual already has an Enhanced Disclosure Certificate but it is more than 6 months since the Certificate was issued by AccessNI, the Contractor shall submit an ‘Update/Change in Personal Circumstances Form’ with the Certificate. Where a period in excess of 12 months has elapsed since the issue of an Enhanced Disclosure Certificate the contractor shall obtain and submit a new Certificate. Please note that a new Enhanced Disclosure Certificate will be required where individuals are working with a different vulnerable group. For example, if the Certificate was originally sought where individuals would be in regulated activity with children, a new Certificate would be required where work was now with vulnerable adults.

In addition to the Security Clearance Application Form and verified copy of the Enhanced Disclosure Certificate the contractor shall submit the following documents for each individual as part of the Baseline requirements, if applicable:-

* + ‘Update/Change in Personal Circumstances Form’. This form is also to be submitted by the Contractor for each individual when there has been a material change in their personal circumstances, e.g. criminal convictions; change of address; change in employment; or
* A Statement of Disclosure form, this form should only be submitted by individuals that have criminal convictions on their Criminal Record Disclosure Certificate. This form provides the individuals with an opportunity to provide mitigating information they may wish to be taken into account in assessing their suitability

(These forms can be obtained from Corporate Competitions and Policy Branch by emailing resourcingchr@finance-ni.gov.uk).

Corporate Competitions and Policy Branch will advise the contractor of those individuals who have met the requirements of the Enhanced Disclosure. Individuals, who are not expressly authorised by Corporate Competitions and Policy Branch, should not attempt to gain access to any site, or undertake any work associated with this Contract. Only those who are authorised to Enhanced level are to be involved in work associated with vulnerable groups.

All costs associated with this Disclosure must be included for in the tendered price. Clearance will remain valid for a period of three years or until the end of the contract (whichever is first) and it is the contractor’s responsibility to ensure accurate records are kept and that valid clearance is maintained for the duration of the contract.

**National Security Vetting – Counter Terrorist Check**

Contractor personnel facilitating the Department of Finance (DoF), Department for Communities (DfC), Department for Infrastructure (DfI), Department of Education (DE), Department of Justice (DoJ), Public Prosecution Service for Northern Ireland (PPSNI), Police Service of Northern Ireland (PSNI) and the Northern Ireland Office must be vetted to Counter Terrorist Check (CTC).

The cost for CTC clearances (except for the administrative cost incurred) will be borne by the Clients at the outset and during the lifetime of the Framework Agreement given that additional personnel may be required to service the contract. This will however be kept under review. Should the number of clearances requested significantly increase from the outset the Contractor may be required to bear the costs of CTC clearances for additional personnel.

A client may at any time request that the individuals servicing their account under this contract be security cleared to CTC.

In order to obtain the required security clearance for the NICS Departments the contractor shall:-

* Request a Security Clearance Application Form from Corporate Competitions and Policy Branch by sending an e-mail to [resourcingchr@finance-ni.gov.uk](mailto:resourcingchr@dfpni.gov.uk)
* Complete and return with appropriate copies of the required identification documents to Corporate Competitions and Policy Branch who will arrange to set up an account with DBSNSV Cerberus Database.

On receipt of a recommendation from DBSNSV, Corporate Competitions and Policy Branch will advise the contractor of those individuals who have been granted security clearance and who may therefore be involved in work associated with the contract. Individuals not granted security clearance from Corporate Competitions and Policy Branch should not attempt to gain access to any site, or undertake any work associated with this contract. Clearance will remain valid for a period of three years and it is the contractor’s responsibility to ensure accurate records are kept and that valid clearance is maintained for the duration of the contract.

**PSNI Security Clearance of Staff**

Vetting exists to protect the integrity of the PSNI and its assets from persons and organisations, both internal and external, which may cause harm or detract from its central purpose, vision and values. Only those individuals (whether employed directly on the Contract or as part of any sub-contract) whose security clearance has been confirmed to the Contractor by PSNI will be permitted to undertake any work associated with this Contract or to gain access to any PSNI site. Under no circumstances will any individual be permitted to work in any capacity or on any function of this Contract until they have been vetted and cleared to the standard required by PSNI.

Individuals subject to vetting will be those directly engaged in the provision of services, including persons who require access to PSNI sites, assets, and those involved in ‘back-office’ support / management roles relating to this contract.

The costs of clearance for contractor staff will be met by PSNI.

Upon successful completion of the process, the individual will be considered as security cleared for a period of 5 years (or sooner if the contract lapses). Only individuals, whether employed directly or as part of a sub-contract, whose security clearance has been confirmed to the Contract Sponsor by PSNI will be permitted to gain access to any site or undertake any work associated with this contract. Please note that PSNI security clearances are subject to review and an individual’s clearance may be revoked should they no longer meet the criteria to hold clearance with PSNI.

The costs of further security clearances for contracted staff will be met in full by PSNI. PSNI will not accept any claim for costs incurred by the Contractor in relation to the security clearance process.

The cost for CTC clearances (except for the administrative cost incurred) will be borne by PSNI at the outset and during the lifetime of the Framework Agreement given that additional personnel may be required to service the contract. This will however be kept under review. Should the number of clearances requested significantly increase from the outset the Contractor may be required to bear the costs of CTC clearances for additional personnel.

The PSNI application process includes a PSNI Police Check which is carried out in addition to CTC. Non-police personnel who already have CTC clearance through another organisation will be required to complete a one-page application containing personal and vetting details. This will facilitate a PSNI Police Check and determine an individual’s suitability to work on behalf of the PSNI. There is no charge for this service. Service Vetting Unit may request the applicant completes a full vetting application.

Security clearances will be managed directly between the Contract Sponsor (PSNI Head of Procurement and Logistic Services [PaLS]) and PSNI Service Vetting Unit.

**CONTRACTOR’S RESPONSIBILITIES AND PROCESSES**

**BASELINE PERSONNEL SECURITY STANDARD (BPSS)**

Before Police vetting checks, authentication should be carried out by the Contractor.

Authentication is not a formal security clearance but aims to provide an appropriate level of assistance as to the trustworthiness, integrity and probable reliability of individuals. Authentication comprises verification of the following 3 elements, which are described below.

(i) Identity;

(ii) Employment History (past 12 months);

(iii) Nationality and Immigration Status

**PSNI VETTING PROCESS - PSNI Non Police Personnel AND CTC**

Contractors must ensure that Authorisation Forms and Security Questionnaires are completed in full before being forwarded to the PSNI and that the following documents are all included.

1. Authorisation Form;
2. Completed HM Government CTC Security Questionnaire;
3. Copy of photographic ID (preferably passport or driving licence);
4. Passport-sized colour photograph.

and informing PSNI of potential staff who;

1. No longer require to hold clearance;
2. Have left the organisation;
3. Have had a significant change in circumstances such as a new partner; new address;
4. Have informed them of any criminal convictions that may affect their clearance.

PSNI Service Vetting Unit will not accept any Security Questionnaires directly from individuals. All completed Security Questionnaires and associated paperwork should be forwarded to the PSNI Service Vetting Unit via the Contract Sponsor (PSNI Contract Manager). All Security Questionnaires will be validated by PSNI Service Vetting Unit and any incomplete forms may be returned to the Contractor via the Contract Sponsor.

 When all vetting checks have been completed, the sponsor (PSNI Contract Manager) will be informed of the applicant’s clearance. On receipt of information relating to clearance it is the responsibility of the sponsor (PSNI Contract Manager) to ensure that the individual/contractor is informed of clearance. If an individual clearance is rejected / revoked / suspended they will not be permitted either escorted or unescorted access to the PSNI estate and will not be permitted to work in any capacity or on any function of this Contract.

 The Contractor will maintain an early notification system to ensure that PSNI Non Police Personnel + CTC vetting is managed and maintained in such a manner that it remains current at all times. It is the responsibility of the Contractor to ensure that PSNI Non Police Personnel + CTC vetting of contracted or sub-contracted staff does not lapse due to lack of prior arrangement. The successful Contractor must keep a current record of staff clearances that can be provided upon request to the PSNI at any time.

**Confidentiality**

The Contractor must ensure that all staff assigned to provide or support any of the functions within this contact treat all information accessed, obtained or provided as confidential and should not therefore be discussed with any person not connected with this Contract. In the event of any external query not directly related to the administration of the managed service, including media enquiries, the enquiry must be reported to the PSNI to be actioned appropriately.

The Contractor must ensure that all staff providing services in this Contract do not retain and/or distribute information, including photographs or videos and upload to any internet site such as social media sites or file sharing sites. In addition, Contractor or approved sub-contractor staff must not capture/record any details for personal use in any manner other than what is required by PSNI in the delivery of the services associated with this Contract.

**Client Data / Personal Data**

* + The Contractor shall not delete or remove any proprietary notices contained within or relating to the Client Data.
  + The Contractor shall not store, copy, disclose, or use the Client Data except as necessary for the performance by the Contractor of its obligations under this Contract or as otherwise expressly authorised in writing by the Client.
  + To the extent that Client Data is held and/or processed by the Contractor, the Contractor shall supply that Client Data to the Client as requested by the Client.
  + The Contractor shall take responsibility for preserving the integrity of Client Data and preventing the corruption or loss of Client Data.
  + The Contractor shall perform secure back-ups of all Client Data and shall ensure that up-to-date backups are stored off-site in accordance with the Business Continuity and Disaster Recovery Plan. The Contractor shall ensure that such back-ups are available to the Client at all times upon request and are delivered to the Client at no less than six monthly intervals.
  + The Contractor shall ensure that any system on which the Contractor holds any Client Data, including back-up data, is a secure system that complies with the Client’s Security Policy.

If the Client Data is corrupted, lost or sufficiently degraded as a result of the Contractor's Default so as to be unusable, the Client may:

a. require the Contractor (at the Contractor's expense) to restore or procure the restoration of Client Data and the Contractor shall do so as soon as practicable but not later than 14 days; and/or

b. itself restore or procure the restoration of Client Data, and shall be repaid by the Contractor any reasonable expenses incurred in doing so to the extent and in accordance with the requirements.

If at any time the Contractor suspects or has reason to believe that Client Data has or may become corrupted, lost or sufficiently degraded in any way for any reason, then the Contractor shall notify the Client immediately and inform the Client of the remedial action the Contractor proposes to take.

With respect to the parties' rights and obligations under this Contract, the parties agree that the Client is the Data Controller and that the Contractor is the Data Processor.

The Contractor shall:

a. Process the Personal Data only in accordance with instructions from the Client (which may be specific instructions or instructions of a general nature as set out in this Contract or as otherwise notified by the Client to the Contractor during the Contract Period);

b. Process the Personal Data only to the extent, and in such manner, as is necessary for the provision of the Services or as is required by Law or any Regulatory Body;

c. implement appropriate technical and organisational measures to protect the Personal Data against unauthorised or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure. These measures shall be appropriate to the harm which might result from any unauthorised or unlawful Processing, accidental loss, destruction or damage to the Personal Data and having regard to the nature of the Personal Data which is to be protected;

d. take reasonable steps to ensure the reliability of any Contractor Personnel who have access to the Personal Data;

e. obtain prior written consent from the Client in order to transfer the Personal Data to any sub-contractors or Affiliates for the provision of the Services;

f. ensure that all Contractor Personnel required to access the Personal Data are informed of the confidential nature of the Personal Data and comply with the obligations set out in this Schedule;

g. ensure that none of Contractor Personnel publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Client;

h. notify the Client (within five Working Days) if it receives:

* a request from a Data Subject to have access to that person's Personal Data; or
* a complaint or request relating to the Client's obligations under the GDPR;

i. provide the Client with full cooperation and assistance in relation to any complaint or request made, including by:

* providing the Client with full details of the complaint or request;
* complying with a data access request within the relevant timescales set out in the GDPR and in accordance with the Client's instructions;

j. providing the Client with any Personal Data it holds in relation to a Data Subject (within the timescales required by the Client); and

k. providing the Client with any information requested by the Client;

l. permit the Client or its authorised representative (subject to reasonable and appropriate confidentiality undertakings), to inspect and audit, in accordance with clause 28.0 (Audit), the Contractor's data Processing activities (and/or those of its agents, subsidiaries and sub-contractors) and comply with all reasonable requests or directions by the Client to enable the Client to verify and/or procure that the Contractor is in full compliance with its obligations under this Contract;

m. provide a written description of the technical and organisational methods employed by the Contractor for processing Personal Data (within the timescales required by the Client); and

n. not Process Personal Data outside the European Economic Area without the prior written consent of the Client and, where the Client consents to a transfer, to comply with:

* the obligations of a Data Controller under GDPR by providing an adequate level of protection to any Personal Data that is transferred; and
* any reasonable instructions notified to it by the Client.

The Contractor shall comply at all times with the GDPR and shall not perform its obligations under this Contract in such a way as to cause the Client to breach any of its applicable obligations under the GDPR.

The Contractor shall comply, and shall procure the compliance of the Contractor Personnel, with the Security Policy and the Security Plan and the Contractor shall ensure that the Security Plan produced by the Contractor fully complies with the Security Policy.

The Client shall notify the Contractor of any changes or proposed changes to the Security Policy.

If the Contractor believes that a change or proposed change to the Security Policy will have a material and unavoidable cost implication to the Services it may submit a Variation in accordance with clause 11 of the Public Sector Standard Conditions of Contract. In doing so, the Contractor must support its request by providing evidence of the cause of any increased costs and the steps that it has taken to mitigate those costs.

**Malicious Software**

The Contractor shall, as an enduring obligation throughout the Contract Period, use the latest versions of anti-virus definitions available.

Malicious Software from the ICT Environment.

If Malicious Software is found, the parties shall co-operate to reduce the effect of the Malicious Software and, particularly if Malicious Software causes loss of operational efficiency or loss or corruption of Client Data, assist each other to mitigate any losses and to restore the Services to their desired operating efficiency.

Any cost arising out of the actions of the parties taken in compliance with these provisions shall be borne by the parties as follows:

i. by the Contractor where the Malicious Software originates from the Contractor Software, the Third Party Software or the Client Data (whilst the Client Data was under the control of the Contractor); and

ii. by the Client if the Malicious Software originates from the Client Software or the Client Data (whilst the Client Data was under the control of the Client).

**SCHEDULE 6 - PROCESSING, PERSONAL DATA AND DATA SUBJECTS**

This Schedule shall be completed by the Client, who may take account of the view of the Contractor, however the final decision as to the content of this Schedule shall be with the Client at its absolute discretion

* + 1. The contact details of the Client’s Data Protection Officer are: to be confirmed on contract award.
    2. The contact details of the Contractor’s Data Protection Officer are: to be confirmed on contract award.
    3. The Contractor shall comply with any further written instructions with respect to processing by the Client.
    4. Any such further instructions shall be incorporated into this Schedule.

|  |  |
| --- | --- |
| **Description** | **Details** |
| Identity of the Client and Contractor | The Parties acknowledge that for the purposes of the Data Protection Legislation, the Client is the Controller and the Contractor is the Processor in accordance with Clause 24.1. |
| Subject matter of the  processing | The processing is needed in order to ensure that the Contractor can effectively deliver the contract to provide Travel Management Services to the Northern Ireland Civil Service, Agencies, Non Departmental Public Bodies and other Participating Bodies. The Contractor will provide a fully managed service for all UK and international travel, accommodation and any other associated services that aid Business, Non-staff, Patient, Student and Security Personnel. |
| Duration of the  processing | In line with the individual Call-Off Contract Period which will be for 3 years with the option to extend for 2 periods of up to 12 months each making the maximum Call-Off Contract duration 5 years. |
| Nature and purposes of  the processing | Depending on the travel requirements Personal data is provided to the Travel Management Company in order to enable them to process travel requirements and book travel for the traveller.  Personal data is processed in order to provide travel management services, and as necessary for the performance of the services under the framework, including without limitation, invoice processing and the provision of management information that identifies individual travellers.  The Contractor, at contract award, shall enter into a Data Processing Agreement with the Strategic Investment Board (SIB). This is to enable the sharing of personal information (provided in the Buy Social Monitoring Report) from New Entrant Trainees, for the purposes of checking and verification.  The Contractor must only engage a Sub-processor, in relation to the Buy Social requirements, with the prior consent of the SIB and must enter into a Data Processing Agreement with any Sub-processor with whom the information in the Contractor’s Buy Social Monitoring Report is shared. |
| Type of Personal Data | The Contractor will process personal data when booking travel requirements which may include the following:   * Full name of Traveller * Title * Passport number * Date of expiry of passport * Nationality * Date of birth * Gender * Grade * Directorate/Agency * Cost Centre * Work phone and work email * Contact number (could be personal phone number or mobile) * Car registration * Departure address and destination address * Dates of departure * Traveller profiles * Traveller special needs (such as special dietary requirements; medical needs or disabilities that require an adjustment/wheelchair access) * Car parking requirements * Travel itineraries * Traveller medical information/Incapacitated passenger handling requirements * Client Travel Booker names   Occasionally Ministerial travel is booked which may be politically sensitive or some prisoner travel is booked which would be security sensitive but does not fall under the category of sensitive personal data.  In addition, some prisoner travel is booked, which would be security sensitive.  For the vast majority of travellers, some personal data is processed but only what is required to book travel and is not highly personal. |
| Categories of Data  Subject | Staff (Northern Ireland Civil Service, Agencies, Non Departmental Public Bodies and other Participating Bodies); Ministers; patients; members of the public; teachers; students / pupils; security personnel and detained personnel |
| Plan for return and  destruction of the data  once the processing is  complete  UNLESS requirement under union or member state law to preserve that type of data | This will be in line with each participating body’s Retention and Destruction policy. |