The following documents are contained in this pdf

1. INSTRUCTIONS FOR TENDERERS
2. GENERAL TERMS AND CONDITIONS
3. SPECIAL TERMS FOR THE PURCHASE OF SERVICES
4. PS12 ACCOMMODATION RATES & TRAVEL
5. JNCC COMPUTER VIRUS POLICY

http://jncc.defra.gov.uk/
Instructions for Tenderers

1. JNCC Support Co. (JNCC) looks forward to receiving your tender for the work or goods described in the attached documents. To ensure fairness all tenderers are required to submit their tenders in accordance with these instructions and any further requirements contained in the invitation letter. **Failure to comply could invalidate your tender.**

2. If you do not wish to submit a tender, it would be helpful if you could state your reasons although you are not obliged to do so.

Access to Government Information

3. The provisions of the Freedom of Information Act 2000 and the Environmental Information Regulations 2004 may require JNCC to disclose information held by JNCC in connection with this tender and contract once awarded, to anyone who makes a request for that information. If there is any information that you consider to be commercially sensitive or wish to remain confidential then this information should be listed in a separate schedule along with clear and substantive justifications why this information should not be disclosed and what harm to your business could arise from its disclosure. You should also add a time limit when any commercially sensitive or confidential information could be disclosed. This is not normally expected to be more than 7 years. Listing information in the schedule does not remove JNCC’s obligation to consider the applicability of the exemptions(exceptions) on a case by case basis.

In responding to a request for the specified information or where it is not clear to JNCC if a claim for confidentiality applies, JNCC will, where it considers it necessary, use reasonable endeavours to consult you and take into account your wishes to the extent necessary to enable JNCC to comply with our statutory obligations under the Freedom of Information Act 2000 or the Environmental Information Regulations 2004.

Submission of Tenders

4. You should send your tender, to arrive no later than the time and date stated in the attached letter (unless the date is subsequently amended in writing by JNCC).

5. JNCC will safeguard all tenders received and open them once the tender decline has expired.

6. **All** late tenders will be rejected. It is your responsibility to ensure that your tender is received on time.

7. You must not alter any of JNCC’s Invitation to Tender documents.

8. Tenders may not be considered if any of the information requested is not supplied or the tender is otherwise non-compliant or incomplete.
9. You must not tell anyone, even approximately, what your tender price is or will be, before the date of contract award. The only exception is if you need an insurance quotation to calculate your tender price - in which case you may give your insurance company or brokers any essential information they ask for, provided that you do so in strict confidence.

10. You must not try to obtain any information about anyone else's tender or proposed tender before the date of contract award.

11. You must not make any arrangements with anyone else about whether or not they should tender, or about their or your tender price. The only exception is where tenderers are considering joint or team bids, which will be allowed providing all participants to the discussions surrounding the bid are clearly stated in the tender responses. (See also 'Group Bids' below).

12. Tender documents must not be transferred to anyone (other than the firm named in the Invitation to Tender) without the prior specific approval of JNCC in writing.

13. You must ensure that your tender is completed legibly, in ink or typed, in English, with all prices in Sterling (exclusive of VAT), and is signed and dated where required.

Tender Validity

14. JNCC will assume that your tender will remain open for acceptance for a minimum of 90 days from the Tender Deadline or for such other period as may be specified by JNCC, unless you specifically state a different period in your tender.

Group Bids

15. In the event of a group of service providers, suppliers or contractors submitting an acceptable offer, the group will be required to nominate a lead partner with whom JNCC can contract. Alternatively the group will need to form themselves into a single legal entity before the contract is awarded. An undertaking that the group will so form themselves, if required by JNCC, must be provided when the tenders is submitted.

Acceptance of Offers

16. You should note that:
   i. JNCC reserves the right not to accept the lowest, or any, tender;
   ii. Unless you make any formal statement to the contrary, JNCC reserves the right to accept any part of the tender without accepting the remainder.

Alternative Tenders

17. If you wish you may tender on the basis of an alternative specification but if you do this then you must also submit a separate, primary, tender based strictly on the enclosed specification. Alternative tenders must be fully priced to show clearly how and where costs differ from the primary tender. You should also note that JNCC reserves the right to accept an alternative tender without recourse to re-tendering.
Trading Names/Invoicing

18. If your tender is submitted in the name of one company of organisation but you intend submitting invoices in the name of another, or require payments to be made to another, please give full details. Otherwise there may be delay in payment.

Specification of Standards

19. Where reference is made to an International, European or British Standard then you may offer an equivalent to any of these, provided that your Standard offers equivalent guarantees of safety, suitability and fitness for purpose to the one specified.

Orders

20. All orders under the contract will either be placed by means of JNCC's official Purchase Forms, examples of which will be supplied to the successful tenderer(s), or as otherwise stated by JNCC. Urgent orders may be given orally in accordance with the contract, and will be confirmed in writing.

Green Claims Code

21. You must ensure that any environmental claim you make related to your tender is fully in accordance with the Green Claims Code - this is available on the DEFRA Website ([http://www.defra.gov.uk/environment/business/marketing/glc/code.htm](http://www.defra.gov.uk/environment/business/marketing/glc/code.htm) and also from:

DEFRA Publications, Admial 6000, London, SW1A 2XX
Tel: 08459 556000 Fax: 020 8957 5021 Email: defra@iforcegroup.com

Legislation of Late Payment

24. JNCC will comply fully with statutory legislation on Late Payment on the basis of claims submitted by the Contractor (i.e. the successful tenderer).
GENERAL TERMS AND CONDITIONS

1. INTERPRETATION
1.1 The terms and expressions as set out in Schedule 1 shall have the meanings ascribed therein.

1.2 Clause and paragraph headings shall not affect the interpretation of this agreement.

1.3 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's personal representatives, successors or permitted assigns.

1.4 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.

1.5 Words in the singular shall include the plural and vice versa.

1.6 A reference to one gender shall include a reference to the other genders.

1.7 A reference to any party shall include that party's personal representatives, successors or permitted assigns.

1.8 A reference to a statute, statutory provision or subordinated legislation is a reference to it as it is in force from time to time, taking account of any amendment or re-enactment and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts.

1.9 A reference to a statute or statutory provision shall include any subordinate legislation made from time to time under that statute or statutory provision.

1.10 A reference to writing or written includes faxes but not e-mail.

1.11 References to clauses are to the clauses of the Agreement.

1.12 Any phrase introduced by the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

2. PRECEDENCE
2.1 In the event of and only to the extent of any conflict between the Service Order, these terms and conditions or the Special Terms, the conflict shall be resolved in accordance with the following order of precedence:
   (a) the Special Terms;
   (b) these General Terms;
   (c) the Service Order;
   (d) any other document referred to in the Agreement

   Unless expressly agreed, a document varied pursuant to clause 8 shall not take higher precedence than specified here.
3. **Duration**

3.1 The Agreement shall commence on the date specified in the Service Order and, subject to earlier termination in accordance with the terms of the Agreement, end on the last date of the Contract Period.

4. **Contractor’s Obligations**

4.1 The Contractor shall perform its obligations under the Agreement in accordance with the terms and conditions set out in the Agreement and shall comply and co-operate with any reasonable instructions given by JNCC or the Project Officer and the Health and Safety Requirements and any security policy notified by JNCC to the Contractor from time to time and shall ensure that as an enduring obligation throughout the Contract Period it shall use the latest versions of anti virus definitions available and check for and delete any malicious software.

4.2 The Contractor shall, in performance of the Services, comply with the requirements of the Cabinet Office report on Data Handling Procedures in Government.

4.3 The Contractor is deemed to have satisfied himself as to the scope, extent and location of work to be carried out under the Agreement.

4.4 The Contractor will, unless the Service Order specifically states otherwise, be responsible at its own cost and expense for the provision of all necessary Staff, materials and equipment for the management and execution of any obligation under the Agreement.

5. **Invoices, Payment, Costs and Tax**

5.1 Unless otherwise specified in the Service Order, JNCC shall pay undisputed sums due to the Contractor in accordance with the Contract Price within 30 calendar days of receipt and agreement of invoices, submitted monthly in arrears, for work completed to the satisfaction of JNCC.

5.2 Any invoices submitted by the Contractor shall contain the purchase order number (provided by JNCC from time to time), all appropriate references, and a detailed breakdown of Services and will be supported by any other documents required by JNCC to substantiate the invoice.

5.3 Invoices shall be submitted to JNCC, Accounts Payable, Monkstone House, City Road, Peterborough, PE1 1JY or such other address as JNCC may notify the Contractor from time to time.

5.4 Tax, where applicable, shall be shown separately on all invoices as a strictly net extra charge.

5.5 JNCC may reduce payment in respect of any Services which the Contractor has either failed to provide or has provided inadequately, without prejudice to any other rights or remedies of JNCC.

5.6 JNCC may deduct and withhold from any sum due to the Contractor under this Agreement any sum of money due from the Contractor to JNCC whether owed under this contract or otherwise.

5.7 The Contractor shall, within 14 days of receiving a request from JNCC provide a report on all costs and expenses which it has incurred and are
recoverable from JNCC under the agreement. The report shall contain sufficient information to identify the purpose of such cost and expense and the identity of the receiver of the same. For the avoidance of doubt the report shall include costs and expenses which have not yet been paid by the Contractor but which it is contractually liable to pay.

5.8 Notwithstanding the obligations to provide reports set out in clause 5.7, the Contractor shall inform JNCC prior to it contractually incurring any significant costs or expenses in relation to this agreement. Significant costs in this clause shall mean any single cost or expense which exceeds 25 percent of the total Contract Price.

6. **WARRANTIES AND REPRESENTATIONS**

The Contractor warrants and represents that:

6.1 it has the full capacity and authority and all necessary consents to enter into and perform the Agreement and that the Agreement is executed by a duly authorised representative of the Contractor;

6.2 all obligations of the Contractor hereunder shall be performed and rendered by appropriately experienced, qualified and trained Staff with all due skill, care, ability and diligence including but not limited to Good Industry Practice and in accordance with its own established internal procedures;

6.3 all Staff used to provide the Services will be vetted in accordance with Good Industry Practice and any security policy notified to the Contractor from time to time;

6.4 the Services shall be to the reasonable satisfaction of JNCC and meet any requirements made known to the Contractor by JNCC;

6.5 the Services shall correspond with the requirements of the Service Order and any other specification within the Agreement;

6.6 the Services shall conform in all respects with the requirements of any applicable Law from time to time in force and that it has and will continue to hold all necessary (if any) regulatory approvals from any Regulatory Body necessary to perform the Contractor’s obligations under the Agreement;

6.7 it has and will continue to have all necessary rights in and to any software or Intellectual Property Rights or any other materials made available by the Contractor to JNCC necessary to perform the obligations under this Agreement;

6.8 it is not in default in the payment of any due and payable taxes or in the filing, registration or recording of any document or under any legal or statutory obligation or requirement which default might have a material adverse effect on its business, assets or financial condition or its ability to observe or perform its obligations under the Agreement.

7. **INTELLECTUAL PROPERTY RIGHTS**

7.1 All Intellectual Property Rights in any specifications, instructions, plans, data, drawings, databases, patents, patterns, models, designs or other material:

   (a) furnished to or made available to the Contractor by JNCC shall remain the property of JNCC;
(b) created by or for the Contractor for use, or intended use, in relation to the performance of the Agreement shall belong to JNCC.

7.2 In so far as is necessary to comply with clause 7.1, and in particular 7.1(b), the Contractor hereby assigns to JNCC all existing and future Intellectual Property Rights and all materials embodying such rights to the fullest extent permitted by law and shall complete any such documentation and do all such things as JNCC may require to evidence such assignment.

7.3 The Contractor undertakes:
   a) to notify to JNCC in writing full details of any Intellectual Property Rights promptly on their creation; and
   b) whenever requested to do so by JNCC and in any event on the termination of the Engagement, promptly to deliver to JNCC all correspondence, documents, papers and records on all media (and all copies or abstracts of them), recording or relating to any part of the Intellectual Property Rights and the process of their creation which are in its possession, custody or power.

7.4 The Contractor shall not, and shall procure that the Contractor’s Staff and suppliers shall not (except when necessary for the implementation of the Agreement) without prior consent from JNCC, use or disclose any such Intellectual Property Rights, or any other information (whether or not relevant to the Agreement) which the Contractor may obtain in performing the Agreement except information which is in the public domain.

7.5 The Contractor waives, or shall procure the waiver, of any moral rights in the Intellectual Property Rights, owned or assigned to JNCC pursuant to this clause 7, to which it is now or may at any future time be entitled under Chapter IV of the Copyright Designs and Patents Act 1988 or any similar provisions of law in any jurisdiction, including (but without limitation) the right to be identified, the right of integrity and the right against false attribution, and agrees not to institute, support or maintain or permit any action or claim to the effect that any treatment, exploitation or use of such Intellectual Property Rights or other materials, infringes the Contractors moral rights.

7.6 The Contractor warrants and represents that any materials, products, information or service supplied or licensed by the Contractor will not infringe any Intellectual Property Rights of any third party and the Contractor shall during and after the Contract Period on written demand indemnify and shall keep indemnified JNCC against all actions, suits, claims, demands, losses, charges, damages, costs and expenses and other liabilities which JNCC may suffer or incur as a result of or in connection with any breach of this clause, except where any such claim refers to designs furnished by JNCC or the use of data supplied by JNCC which is not required to be verified by the Contractor under any provision of the Agreement.

8. ALTERATION OF REQUIREMENT

8.1 No variation of the Agreement or of any document referred to in it shall be effective unless the costs of the variation shall be agreed and details of the variation are in writing and signed by the parties.

9. CONFLICT OF INTEREST

9.1 The Contractor confirms that at the date of the Agreement, neither the Contractor nor any of its Staff or suppliers are placed in a position where
there is or may be any actual conflict, or a potential conflict, between the pecuniary or personal interests of the Contractor or such persons and the duties owed to JNCC under the provisions of the Contract and that it shall take appropriate steps to ensure that there is no such conflict throughout the Contract Period. The Contractor will disclose to JNCC full particulars of any such conflict of interest which may arise.

9.2 The provisions of this clause 9 shall apply during the continuance of the Agreement and indefinitely after its termination.

10. **CORRUPT GIFTS AND PAYMENTS**

10.1 The Contractor shall not offer or give, or agree to give, to any employee, agent, servant or representative of JNCC any gift or consideration of any kind as an inducement or reward for doing or refraining from doing, any act in relation to the obtaining or execution of the Agreement or any other contract with JNCC, or for showing or refraining from showing favour or disfavour to any person in relation to the Agreement or any such contract. The attention of the Contractor is drawn to the criminal offences under the Prevention of Corruption Acts 1889 to 1916.

10.2 The Contractor shall not enter into the Agreement if in connection with it commission has been paid or is agreed to be paid to any employee or representative of JNCC by the Contractor or on the Contractor’s behalf, unless, before the Agreement is made particulars of any such commission and of the terms and conditions of any agreement for the payment thereof have been disclosed in writing to JNCC.

11. **EQUALITY AND EQUAL OPPORTUNITIES**

11.1 The Contractor shall not, and shall procure that its Staff shall not, unlawfully discriminate (whether directly or indirectly) against any person.

11.2 The Contractor shall, and shall procure that its Staff involved in the provision of the Services shall, comply with JNCC’s policy on equal opportunities (as amended from time to time).

11.3 In the event of any finding of unlawful discrimination being made against the Contractor or any of its Staff engaged by the Contractor during the term of the Agreement by any Court or tribunal, or of any adverse finding in any formal investigation by an official body over the same period, the Contractor must immediately inform JNCC of this in writing and must immediately take all necessary steps to prevent repetition of the unlawful discrimination. The Contractor must on request, provide JNCC with written details of all steps taken under this clause.

12. **DATA PROTECTION ACT**

12.1 With respect to the parties rights and obligations under this Agreement the parties agree that JNCC is the data controller and that the contractor is the data processor.

12.2 Where the Contractor is processing personal data (as defined by the Data Protection Act 1998 ("DPA")) as a data processor for JNCC the Contractor shall ensure that it has implemented appropriate technical and organisational measures to ensure the security of the personal data and to guard against unauthorised or unlawful processing of the personal data and against
accidental loss or destruction of or damage to the personal data and having regard to the nature of the personal data to be protected.

12.3 Notwithstanding the generality of clause 12.2, the Contractor will:

(a) process the personal data only in accordance with instructions from JNCC;

(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) obtain prior written consent from JNCC in order to transfer the personal data to any Staff for the provision of the Services;

(d) ensure that any Staff 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 clause 13;

(e) ensure that none of the Contractor’s personnel publish, disclose or divulge any of the personal data to any third party unless directed in writing to do so by JNCC;

(f) notify JNCC (within five (5) Working Days) if it receives:

(i) a request from a data subject to have access to that person’s personal data; or

(ii) a complaint or request relating to JNCC’s obligations under the DPA;

and provide JNCC with full cooperation and assistance in relation to any complaint or request made including by:

(i) providing JNCC with full details of the complaint or request;

(ii) complying with any data access request within the relevant time scales in the DPA and in accordance with JNCC’s instructions;

(iii) providing JNCC with any personal data it holds in relation to a data subject (within the timescales required by JNCC); and

(iv) provide JNCC with any information requested by JNCC.

(g) permit JNCC or its representatives (subject to reasonable and appropriate confidentiality undertakings), to inspect and 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 JNCC to enable JNCC to verify and/or procure that the Contractor is in full compliance with its obligations under this Agreement;

(h) provide a written description of the technical and organisational methods employed by the Contractor for processing personal data (within the timescales specified by JNCC);

(i) not process personal data outside the European Economic Area without the prior written consent of JNCC and, where JNCC consents to a transfer, to comply with any reasonable instructions notified to it by JNCC and ensure compliance with the obligations of a data controller under the eight data protection principle as set out in Schedule 1 of the DPA by providing an adequate level of protection to any personal data transferred;

(j) provide JNCC with such information as JNCC may reasonably require to satisfy itself that the Contractor is complying with its obligations under the DPA;

(k) promptly notify JNCC of any breach of security measures; and

(l) ensure that it does nothing knowingly or negligently which places JNCC in breach of JNCC’s obligations under the DPA.
12.4 The Contractor shall comply at all times with the DPA and shall not perform its obligations under this Agreement in such a way as to cause JNCC to breach any of its applicable obligations under the DPA.

12.5 The provisions of this clause shall apply during the Contract Period and indefinitely after its expiry or termination.

13. **CONFIDENTIALITY**

13.1 Each party:

(a) shall treat all Confidential Information belonging to the other as confidential and safeguard it accordingly; and

(b) shall not disclose any Confidential Information belonging to the other party to any other person without the prior written consent of the other party, except to such persons and to such extent as may be necessary for the performance of the Agreement or except where disclosure is otherwise expressly permitted by the provisions of the Agreement.

13.2 The Contractor shall take all necessary precautions to ensure that all Confidential Information obtained from JNCC under or in connection with the Agreement:

(a) is given only to such of the Staff and professional advisors or consultants engaged to advise it in connection with the Agreement as is strictly necessary for the performance of the Agreement and only to the extent necessary for the performance of the Agreement;

(b) is treated as confidential and not disclosed (without the prior written consent of JNCC) or used by any Staff or such professional advisors or consultants otherwise than for the purposes of the Agreement; and

(c) that its Staff or professional advisors or consultants are aware of the Contractor’s confidentiality obligations under the Agreement and shall sign a confidentiality undertaking on the same terms before commencing work in connection with the Agreement.

13.3 This clause 13 shall not apply to Confidential Information which:

(a) is or becomes publicly available (otherwise than by a breach of any obligation of confidentiality); or

(b) was known to a party, without restriction as to its disclosure, before the information was disclosed to it by the other party; or

(c) is received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure; or

(d) is required to be disclosed by Law including any requirement for disclosure under the DPA, FOIA or EIR; or

(e) is independently developed by a party without direct or indirect access to, or use or knowledge of, the information disclosed to it by the other party.

13.4 Nothing in this Agreement shall prevent JNCC from disclosing the Contractors Confidential Information:

(a) to any crown body or any other contracting authority who shall be entitled to further disclose the Confidential Information to other crown bodies or contracting authorities on the basis it is confidential and not to be disclosed to a non crown body or non contracting authority third party;
(b) to any consultant, contractor or other person engaged by JNCC or any person conducting an OGC gateway review;

(c) for the purpose of examination and certification of JNCC’s accounts; or

(d) for the examination pursuant to section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which JNCC has used its resources.

JNCC shall use all reasonable endeavours to ensure that if it discloses any Confidential Information under this clause that party is made aware of JNCC’s obligations of confidentiality.

13.5 Each party reserves all rights in its Confidential Information. No rights or obligations in respect of a party’s Confidential Information other than those expressly stated in the Agreement are granted to the other party, or to be implied from this agreement.

13.6 Nothing in this clause 13 shall prevent either party from using techniques, ideas or know how gained during the performance of the Agreement in the course of its normal business to the extent that this use does not result in a disclosure of the other party’s Confidential Information or an infringement of Intellectual Property Rights.

13.7 On termination of this agreement, each party shall:

(a) return to the other party all documents and materials (and any copies) containing, reflecting, incorporating or based on the other party’s Confidential Information;

(b) erase all the other party’s Confidential Information from its computer systems (to the extent possible); and

(c) certify in writing to the other party that it has complied with the requirements of this clause, provided that a recipient party may retain documents and materials containing, reflecting, incorporating or based on the other party’s Confidential Information to the extent required by Law. The provisions of this clause 13 shall continue to apply to any such documents and materials retained by a recipient party.

Provided that this clause 1.7 shall not apply to any Confidential Information provided by the Contractor to JNCC in performing its obligations under this Agreement and which is necessary for JNCC to benefit from the Services following termination.

13.8 Except as expressly stated in this agreement, no party makes any express or implied warranty or representation concerning its Confidential Information.

13.9 The provisions of this clause shall continue to apply after termination of this agreement.

14. FREEDOM OF INFORMATION AND ENVIRONMENTAL REGULATIONS

14.1 The Contractor acknowledges that JNCC is subject to the requirements of the Code of Practice on Government Information, Freedom of Information Act 2000 (“FOIA”) and the Environmental Information Regulations 2004 (“EIR”)
and shall assist and co-operate with JNCC (at the Contractor’s expense) to enable JNCC to comply with these requirements.

14.2 The Contractor shall and shall procure that all Staff shall:

(a) transfer to JNCC all requests for information that it receives as soon as practicable and in any event within 2 working days of receiving a request for information;

(b) provide JNCC with a copy of all information in its possession or power in the form that JNCC requires within 5 working days (or such other period as JNCC may specify) of JNCC’s request; and

(c) provide all necessary assistance as reasonably requested by JNCC to enable JNCC to respond to a request for information within the time for compliance set out in section 10 of FOIA or regulation 5 of EIR.

14.3 JNCC shall be responsible for determining at its absolute discretion whether any information, whether commercially sensitive information or otherwise, is exempt from disclosure in accordance with the provisions of the FOIA or the EIR or is to be disclosed in response to a request for information and in no event shall the Contractor respond directly to a request for information unless expressly authorised to do so by JNCC.

14.4 In responding to a request for information, including information in connection with the Agreement (including but not limited to tender documents, subsequent contractual information or information classified as confidential or sensitive) JNCC will, where in its absolute discretion it deems necessary, use reasonable endeavours to consult the Contractor. Notwithstanding this the Contractor acknowledges that JNCC may, in accordance with the Code, disclose information concerning the Contractor or the Services without consulting the Contractor, or following consultation with the Contractor having taken its views into account provided that JNCC shall take reasonable steps where appropriate to give the Contractor advance notice, or failing that, to draw the disclosure to the Contractor’s attention after any such disclosure.

14.5 The Contractor shall ensure that all information produced in the course of the Agreement or relating to the Agreement is retained for disclosure and shall provide all necessary assistance as reasonably requested by JNCC to enable JNCC to respond to a request for information within the time for compliance and shall permit JNCC to inspect such records as requested from time to time.

14.6 The Contractor acknowledges that any commercially sensitive information identified by the Contractor is of indicative value only and that JNCC may be obliged to disclose it in accordance with clause 14.4.

15. **SECURITY**

15.1 The Contractor acknowledges that JNCC places great emphasis on confidentiality, integrity and availability of information and consequently on the security of Premises and the security of any of the Contractor’s systems. The Contractor also acknowledges the confidentiality of JNCC’s Data.
15.2 The Contractor shall be responsible for the security of any of its systems and shall at all times provide a level of security which:

(a) Is in accordance with Good Industry Practice and Law;
(b) Complies with any security policy of JNCC;
(c) Meets any specific security threats to any of the Contractor’s systems; and
(d) Complies with ISO/IEC27002 and ISO/IEC27001.

15.3 Without limiting clause 15.2, the Contractor shall at all times ensure that the level of security employed in the provision of the Services is appropriate to maintain the following at acceptable risk levels (to be defined by JNCC):

(a) Loss of integrity of JNCC Data;
(b) Loss of confidentiality of JNCC Data;
(c) Unauthorised access to, use of, or interference with JNCC Data by any person or organisation;
(d) Unauthorised access to network elements, Premises and tools used by the Contractor in the provision of the Services;
(e) Use of the Contractor’s systems or Services by any third party in order to gain unauthorised access to any computer resource or JNCC Data; and
(f) Loss of availability of JNCC due to any failure or compromise of the Services.

15.4 Either party shall notify the other immediately upon becoming aware of any breach of security including, but not limited to, an actual, potential or attempted breach, or threat to any security plan that JNCC have in place.

15.5 Upon becoming aware of any circumstances referred to in 15.4 the Contractor shall immediately take all reasonable steps necessary to:

(a) Remedy such breach or protect the Contractor’s systems against any such potential or attempted breach or threat; and
(b) Prevent an equivalent breach in the future

Such steps shall include any action or changes reasonably required by JNCC.

15.6 In the event of any circumstances referred to in 15.4 the Contractor shall as soon as reasonably practicable provide to JNCC full details (using such reporting mechanism as may be specified by JNCC from time to time) of such actual, potential or attempted breach and of the steps taken in respect thereof.

16. TERMINATION

16.1 Without prejudice to any other rights or remedies which JNCC may have, JNCC may terminate this agreement by giving three months’ written notice to the Contractor.

16.2 JNCC may terminate the Agreement by notice in writing with immediate effect with no liability to make any further payment to the Contractor (other than in respect of amounts accrued prior to the date of termination) where the Contractor:

(a) undergoes a change of control, within the meaning of section 416 of the Income and Corporation Taxes Act 1988, which impacts adversely and materially on the performance of the Agreement; or
(b) becomes insolvent, bankrupt, enters into liquidation, enters into a voluntary arrangement, appoints a receiver or such similar event in
any jurisdiction save for the purposes of a solvent reconstruction or amalgamation; or
(c) is guilty of any fraud or dishonesty or acts in any manner which in the opinion of JNCC brings or is likely to bring the Contractor or JNCC into disrepute or is materially adverse to the interests of JNCC; or
(d) suffers or allows any execution, whether legal or equitable, to be levied on its property or obtained against it, or is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or the Contractor ceases to trade; or
(e) commits any serious or repeated breach of non-observance of any of the provisions of the Agreement or refuses or neglects to comply with any reasonable and lawful directions of JNCC.

16.3 JNCC may only exercise its right under clause 16.2(a) within six months of the date a change of control occurs and shall not be permitted to do so where it has agreed in writing in advance to the particular change of control that occurs. The Contractor shall notify the Project Officer immediately when any change of control occurs.

16.4 Either party may terminate the Agreement, or terminate the provision of any part of the Agreement by written notice to the other party with immediate effect if that other party commits a Default and if:
(a) the Default is not remedied within 30 days, or such other period as may be agreed between the parties, after issue of a written notice specifying the Default and requesting it to be remedied; or
(b) the Default is not capable of remedy; or
(c) the Default is a fundamental breach of the Agreement.

17. **Consequences of Termination**

17.1 On termination of the Agreement pursuant to clause 16.1 and 16.2(a), (b) or (d) JNCC shall:
(a) pay to the Contractor sums due and reasonably incurred up to the date of termination;
(b) pay to the Contractor sums due for expenditure incurred after the date of termination only in so far as it is a result of commitments entered into by the Contractor in good faith before the date on which notice of termination was given and which cannot be voided on or before the termination date. The Contractor shall submit a fully itemised and costed list of such loss, with supporting evidence of losses reasonably and actually incurred by the Contractor as a result of termination within 5 days of receiving the notice of termination.

provided that any such sum payable in accordance with this clause 17.1 shall only be payable by JNCC if they would have been payable in accordance with this Agreement if it had not been terminated

17.2 JNCC shall not be liable under clause 17.1(b) to pay any sum which was claimable under insurance held by the Contractor, or when added to any sum paid or due to the Contractor under the Agreement, exceeds the total sum that would have been payable to the Contractor if the Agreement had not been terminated prior to the expiry of the Contract Period.
18. **TUPE**

18.1 In the event that the termination of this agreement could constitute a “relevant transfer” within the meaning of the Employment Regulations, the Contractor undertakes to JNCC:

a) to comply within any of its obligations under the Employment Regulations and to co-operate with JNCC and or any Replacement Contractor in the event of a relevant transfer;

b) that it has not made any amendment or change to the terms and conditions of its Staff in the 6 months preceding termination of this Agreement;

c) to indemnify and keep JNCC indemnified against all liabilities, costs, losses, claims, charges, demands or expenses which are attributable to any act or omission by the Contractor prior to or arising from the termination of the Agreement in respect of any of the Contractor’s obligations or duties (whether arising under common law, statute, custom or otherwise) to or in relation to any of its Staff or former staff (including but not limited to any liability arising out of the termination or dismissal of any employee or former employee or out of a failure by the Contractor to comply with its obligations under the Employment Regulations);

d) that all amounts payable to or in relation to its Staff engaged in the performance of this Agreement (including wages and salaries, overtime, bonus or commission (earned but unpaid), accrued holiday pay, income tax, national insurance contributions, pension contributions and insurance premiums) in respect of the period prior to the termination of this Agreement shall be discharged by the Contractor and the Contractor undertakes to indemnify JNCC against any and all costs, charges and expenses arising out of or in connection with such amounts; and

e) to indemnify JNCC and any Replacement Contractor in respect of any claims arising from any act or omission of the Contractor in relation to any other of the Contractor’s Staff who are not employed, assigned or engaged in providing the Services under the Agreement.

18.2 The parties agree that the Contracts (Rights of Third Parties) Act 1999 shall apply to this clause 19 to the extent necessary to ensure that any Replacement Contractor shall have the right to enforce the obligations owed to, and indemnities given to, the Replacement Contractor by the Contractor in its own right pursuant to section 1(1) of the Contracts (Rights of Third Parties) Act 1999.

19. **LIABILITY AND INSURANCE**

19.1 Neither party excludes or limits liability to the other for death or personal injury caused by its negligence or for any breach of any obligations implied by section 12 of the Sale of Goods Act 1979.

19.2 The Contractor shall indemnify and keep indemnified JNCC fully against all claims, proceedings, actions, damages, legal costs, expenses and any other liabilities whatsoever arising out of, in respect of, or in connection with the Agreement 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 an act or omission of the Contractor. This clause 19.2 shall not apply to the extent that the Contractor is able to demonstrate that such death or personal injury, or loss or damage was not caused or contributed to by its
negligence or default, or the negligence or default of its Staff or by any circumstances within its or their control.

19.3 The Contractor shall effect and maintain with a reputable insurance company a policy or policies of insurance providing a level of cover and other terms of insurance acceptable to and agreed by JNCC in respect of all risks which may be incurred by the Contractor, arising out of the Contractor’s performance of the Agreement, including death or personal injury, loss of or damage to property, employers liability or any other loss. Such policies shall include cover in respect of any financial loss arising from any advice given or omitted to be given by the Contractor.

19.4 The Contractor shall on request supply to JNCC copies of such insurance policies and evidence that the relevant premiums have been paid.

19.5 The Contractor shall notify JNCC as soon as possible and in any event within 48 hours of any incident that may lead to any claim, demand or proceedings and shall supply such particulars or details thereof as JNCC shall reasonably require.

19.6 The Contractor shall fully and promptly indemnify JNCC in respect of any damage whatsoever caused by any Staff of the Contractor, whether such damage be caused by negligence or in any other way whatsoever to any land, building or chattel in the ownership, occupation or possession of JNCC arising out of or in consequence of the performance of the Agreement or the performance of the Services.

20. **LIMITATION OF LIABILITY**

20.1 Subject to clause 19.1, JNCC’s total liability arising under, or in connection with, this Agreement, whether in tort (including negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise, shall be limited as follows:

(a) for non-payment of invoices for Services purchased, to the amount unpaid; or

(b) for any other type of liability, to the amount paid for the Services under the Agreement.

20.2 Subject to clause 19.1, the Contractor’s total liability arising under, or in connection with, this Agreement, whether in tort (including negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise, shall be limited to five (5) million pounds or one hundred and twenty five percent (125%) of the total Contract Price whichever is the greater.

21. **ASSIGNMENT, SUB-CONTRACTORS AND SUPPLIERS**

21.1 The Contractor shall not assign, sub-contract or in any other way dispose of the Agreement or any part of it without the prior written consent of JNCC. Sub-contracting any part of the Agreement shall not relieve the Contractor of any obligation or duty attributable to the Contractor under the Agreement.

21.2 The Contractor shall be responsible for the acts and omissions of its subcontractors as though they are its own.

22. **ENVIRONMENTAL OBLIGATIONS**

22.1 In so far as applicable, the Contractor shall provide the Services with due consideration of the Environmental Targets.
22.2 In provision of the Services the Contractor will use reasonable endeavours to contribute to the Environmental Targets.

22.3 The Contractor shall in all its own operations, including purchase of materials and Services, adopt a sound proactive environmental approach, designed to minimise harm to the environment and be able to provide proof of so doing to the Project Officer on demand.

22.4 The Contractor confirms that:
   a) the process used in the manufacture of Goods and the provision of Services minimises the use of ozone depleting substances, toxic chemicals and other pollutants including lead, methyl chloroform and formaldehyde;
   b) alternatives to non-renewable natural resources have been sought and used as a preference wherever possible;
   c) in the manufacture of Goods and in the choice of any associated packaging and the provision of Services, it has given preference to materials that contain maximum recycled content and capacity for recycling or, where cost-effective recycling is impracticable, maximum biodegradability.

23. **Precautionary Principle**

23.1 Where there is good reason to believe there is a potential health or environmental risk in connection with the use of materials, even if the data remains unconfirmed or scientifically unproven, uncertain or the use of the material remains legally permitted, the Contractor should:
   (a) notify JNCC of the risk and identify the source of the information or scientific data in which the risk is identified; and
   (b) strive to identify any alternative materials that could be used as a substitute for the material. Any alternative materials should have a low environmental or health impact and continue to meet any requirements in relation to quality.

23.2 Prior to substitution of any material under this provision the Contractor will provide JNCC with details of:
   (a) any cost or quality implications of the use of any other alternative material; and
   (b) any other relevant information in relation to alternative materials.

23.3 Following receipt of the information above, JNCC shall decide, at its absolute discretion, if it wishes the Contractor to substitute the current material with any alternative materials proposed by the Contractor or otherwise identified by JNCC itself.

24. **Audit**

24.1 The Contractor shall allow JNCC, its agents, representatives and auditors, and/or a Regulatory Body access at all times to:
   (a) records and other materials and assets used in the Contractor’s provision of the Services;
   (b) the Contractor’s Staff involved in the provision of the Services;
   (c) reasonable access to any sites or premises controlled by the Contractor and to any equipment or systems used (whether exclusively or non-exclusively) in the performance of the Services.
24.2 The Contractor shall co-operate with any audit carried out pursuant to this clause and shall make available all such information and records as are reasonably required by the auditing party to conduct the audit free of charge and on a timely basis and shall allow the auditing party to take copies of all such information and records.

24.3 If an audit identifies that the Contractor has failed to perform its obligations under this Agreement in any material manner, the parties shall agree and implement a remedial plan.

25. **WAIVER**

25.1 Failure to exercise, or any delay in exercising, any right or remedy provided under the Agreement or by Law shall not constitute a waiver of that (or any other) right or remedy, nor shall it preclude or restrict any further exercise of that (or any other) right or remedy.

25.2 No single or partial exercise of any right or remedy provided under the Agreement or by Law shall preclude or restrict the further exercise of any such right or remedy.

25.3 Except as otherwise expressly provided by the Agreement, all remedies available to either party for breach of the Agreement are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.

25.4 A waiver (which may be given subject to conditions) of any right or remedy provided under the Agreement or by Law shall only be effective if it is in writing and shall apply only to the party to whom it is addressed and for the specific circumstances for which it is given. It shall not prevent the party who has given the waiver from subsequently relying on the right or remedy in other circumstances.

26. **SEVERABILITY**

26.1 If any provision (or part of a provision) of the Agreement is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, such provision shall be severed and the other provisions will remain in force and effect as if the Contract had been executed with such invalid, illegal or unenforceable provision eliminated.

27. **FORCE MAJEURE**

27.1 Neither party shall be liable to the other for any delay in or failure to perform its obligations under the Agreement if such delay or failure results from a Force Majeure event. Notwithstanding the foregoing, each party shall use all reasonable endeavours to continue to perform its obligations under the Agreement. If a party is unable to perform its obligations under the Agreement as a result of a Force Majeure event for a period in excess of 6 months, the other party may terminate the Agreement by notice in writing with immediate effect.

27.2 If either party becomes aware of circumstances of Force Majeure which give rise to or which are likely to give rise to any such failure or delay on its party it shall notify the other as soon as reasonably possible and shall estimate the period such failure or delay shall continue.
28. **Fraud**
28.1 The Contractor shall safeguard JNCC’s funding of the Agreement against fraud generally and, in particular, fraud on the part of its Staff, or the Contractor’s directors and suppliers. The Contractor shall notify JNCC immediately if it has reason to suspect that any fraud has occurred or is occurring or is likely to occur.

29. **Recovery of Sums Due**
29.1 Wherever under the Agreement any sum of money is recoverable from or payable by the Contractor (including any sum which the Contractor is liable to pay to JNCC in respect of any breach of the Agreement), JNCC may unilaterally deduct that sum from any sum then due, or which at any later time may become due to the Contractor under the Agreement or under any other agreement or contract with JNCC.

30. **Announcements**
30.1 No party shall make, or permit any person to make, any public announcement concerning the Agreement (whether before, at or after completion) except as required by Law or with the prior written consent of the other party (such consent not to be unreasonably withheld, delayed or conditioned).

31. **Contracts (Rights of Third Parties) Act 1999**
31.1 Subject to clause 18.2, a person who is not a party to the Agreement shall not have any rights under or in connection with it by virtue of the Contracts (Rights of Third Parties) Act 1999.

32. **Dispute Resolution**
32.1 Any disputes arising in connection with this Agreement will normally be resolved amicably at working level. In the event of failure to reach consensus between the parties then such failure shall be handled in the following manner:

(a) The dispute shall in the first instance be referred to JNCC’s Project Officer or manager in the organisation of similar standing and the Contractors [to be completed] officer for resolution at a meeting to be arranged as soon as practicable after the failure to reach consensus arises, but in any event within ten Business Days;

(b) If the dispute cannot be resolved in accordance with 32.1(a) above within ten Business Days after such referral, or within any other period agreed between the parties then the dispute shall be referred to JNCC’s Procurement Team/or JNCC’s Legal Adviser and to the Contractor’s [to be completed] officer for resolution at a meeting to be arranged as soon as practicable after such referral, but in any event within ten Business Days;

(c) If the dispute has not been resolved following a referral in accordance with 33.1(b) the parties shall settle the dispute by mediation in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed between the parties, the mediator will be nominated by CEDR.

33. **Entire Agreement**
33.1 The Agreement and any documents referred to in it constitute the whole agreement between the parties and supersede any previous arrangement, understanding or agreement between them relating to the subject matter of this Agreement.
33.2 Each party warrants to the other parties that, in entering into the Agreement and the documents referred to in it, it does not rely on any statement, representation, assurance or warranty of any person (whether a party to this agreement or not) other than as expressly set out in the Agreement or those documents.

33.3 Nothing in this clause shall limit or exclude any liability for fraud.

34. **SCOPE OF CONTRACT**

34.1 Nothing in the Agreement is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between the parties, nor constitute any party the agent of the other party for any purpose. No party shall have authority to act as agent for, or to bind, the other party in any way.

35. **NOTICE**

35.1 Any notice required to be given under the Agreement shall be in writing and shall be delivered personally, or by commercial courier, to each party required to receive the notice at its address as set out in the Service Order or at such other address as the relevant party may specify by notice in writing to the other.

35.2 Any notice shall be deemed to have been duly given:

   - (a) if delivered personally, when left at the address referred to in the Service Order; or
   - (b) if delivered by commercial courier, on the date of signature of the courier's receipt.

35.3 The provisions of this clause shall not apply to the service of any process in any legal action or proceedings.

36. **LAW AND JURISDICTION**

36.1 The Agreement and all disputes or claims arising out of or in connection with it or its subject matter shall be governed by and construed in accordance with the law of England.

36.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle all disputes or claims that arise out of or in connection with the Agreement or its subject matter.
SCHEDULE 1
DEFINITIONS

Agreement: means the agreement between JNCC and the Contractor consisting of these General Terms, the Service Order, the Special Terms and any other documents (or parts thereof) specified by JNCC.

Business Day: a day when the clearing banks are open for business other than a Saturday, Sunday or public holiday in England or Wales.

Capacity: means as agent, consultant, director, employee, owner, partner, shareholder or in any other capacity.

Code: means the Department for Constitutional Affairs Code of Practice on the Discharge of Functions of Public Authorities under Part 1 of FOIA.

Confidential Information: means any information which has been designated as confidential by either party in writing or that ought to be considered as confidential (however it is conveyed or on whatever media it is stored) including information which relates to the business, affairs, properties, assets, trading practices, Services, developments, trade secrets, Intellectual Property Rights, know-how, personnel, customers and suppliers of either party and all personal data and sensitive personal data within the meaning of the Data Protection Act 1998.

Contract Period: means the period of duration of the Agreement from the commencement date in accordance with the Service Order.

Contract Price: means the price exclusive of any applicable tax, payable to the Contractor by JNCC under the Agreement, as set out in the Service Order, for the full and proper performance by the Contractor of its part of the Agreement as determined under the conditions of the Agreement.

Contractor: means the person, firm or company with whom JNCC enters into the Agreement the details of which are set out in the Service Order.

Default: means any breach of the obligations of either party (including but not limited to fundamental breach or breach of a fundamental term) or any default, act, omission, negligence or statement of either party, its employees, agents or sub-contractors in connection with or in relation to the subject matter of the Agreement and in respect of which such party is liable to the other.

Delivery Location: means, unless otherwise agreed in writing by JNCC, the location set out for delivery in the Service Order.


Engagement: means the engagement of the Contractor by JNCC to provide the Services on the terms of the Agreement.

Environmental Targets: means cross governmental environmental objectives, including an obligation to:
   a) conserve energy, water and other resources; and
b) reduce waste and minimise the release of greenhouse gases, acid rain precursors, volatile organic compounds and other substances damaging to health and the environment as a result of activity on, or related to the government estate.

**Force Majeure:** means any event or occurrence which is outside the reasonable control of the party concerned, and which is not attributable to any act or failure to take preventative action by the party concerned, including (but not limited to) governmental regulations, fire, flood or any disaster. It does not include any industrial action occurring within the Contractor’s organisation or within any sub-contractor’s organisation.

**General Terms:** these terms and conditions.

**Good Industry Practice:** means using standards, practice, methods and procedures and exercising that degree of skill and care, diligence, prudence and foresight which one would reasonably and ordinarily be expected from a skilled and experienced person engaged in a similar type of understanding under the same or similar circumstances.

**Goods:** means any goods agreed in the Service Order to be supplied to JNCC by the Contractor (including any part or parts of them).

**Health and Safety Requirements:** health and safety rules and regulations and other reasonable security requirements that JNCC has in force from time to time.

**Intellectual Property Rights:** means patents, inventions, trade marks, service marks, logos, design rights (whether registrable or otherwise), applications for any of the foregoing, copyright, database rights, domain names, trade or business names, moral rights and other similar rights or obligations whether registrable or not in any country (including but not limited to the United Kingdom) and the right to sue for passing off.

**JNCC:** means JNCC Support Co a company registered in England and Wales with company number 05380206 and whose registered office is at Monkstone House, City Road, Peterborough, Cambridgeshire, PE1 1JY.

**JNCC 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:
      a. supplied to the Contractor by or on behalf of JNCC; or
      b. which the Contractor is required to generate, process, store or transmit pursuant to the Agreement; or
   b) any personal data for which JNCC is the data controller.

**Law:** means applicable law, statute, bye-law, regulations, order, regulatory policy, guidance or industry code, rule of court or directives or requirements of any Regulatory Body, delegated or subordinate legislation or notice of any Regulatory Body.

**Premises:** means the location at which the Services are to be provided as specified in the Service Order.
**Project Officer:** means the person for the time being appointed by JNCC as being authorised to administer the Agreement on behalf of JNCC or such person as may be nominated by the Project Officer to act on its behalf.

**Regulatory Body:** means those government departments and regulatory, statutory and other entities, committees and bodies which, whether under statute, rules, regulations, codes of practice or otherwise, are entitled to regulate, investigate, or influence the matters dealt with in the Agreement or any other affairs of JNCC.

**Replacement Contractor:** means a firm, company or organisation with which JNCC contracts to provide the Services or service which is substantially the same type of services (in whole or in part) after termination of the Agreement.

**Resulting Intellectual Property:** means individually and collectively all inventions, improvements and/or discoveries which are conceived and/or made and any Intellectual Property Rights created by one or more members of Staff of the Contractor or its sub contractors acting either on their own or jointly with one or more employees of JNCC in performance of the Services.

**Service Order:** the order form from JNCC to the Contractor setting out the specification and requirements.

**Services:** means any such Goods or services as are to be supplied by the Contractor under the Agreement more particularly described in the Service Order.

**Special Terms:** the special terms of JNCC applicable to the type of Services to be provided by the Contractor, including the additional terms agreed and included in the “special terms” section of the Service Order.

**Staff:** means all persons employed by the Contractor to perform the Agreement together with the Contractor’s servants, agents and sub-contractors used in the performance of the Contract.

**Timetable:** the timetable for the provision and completion of the Services as specified in the Service Order for the Services.
SPECIAL TERMS FOR THE PURCHASE OF SERVICES

These Special Terms are to be read in conjunction with the General Terms and the Service Order and govern the provision of services by a Contractor to JNCC.

1. CONTRACTORS OBLIGATIONS
1.1 The Contractor shall:
   a) provide the Services in accordance with the Health and Safety Requirements;
   b) in providing the Services, co-operate fully, and procure that its Staff co-operate fully with JNCC’s employees, agents and sub-contractors; and
   c) in the event of the Contractor not being able to perform the Services, or any part thereof, immediately inform JNCC giving details of the circumstances, reasons and likely duration. Nothing in this clause 1.1(c) shall in any way alter, modify, relieve, or in any other way vary the Contractor’s obligation to provide the Services.

2. STAFF
2.1 The Contractor must ensure that a sufficient reserve of suitably qualified, instructed and competent Staff are available to ensure appropriate cover arrangements to provide the Services during holidays and sickness absence, or for absence due to any other reason.

2.2 The Contractor must ensure that every member of staff employed by the Contractor in the provision of the Services is at all times properly and sufficiently qualified and instructed with regard to:
   a) the task or tasks that that person has to perform;
   b) any relevant provisions of the Agreement;
   c) the Health and Safety Requirements;
   d) the need to maintain the highest standards of appearance, courtesy and consideration in relation to contact with members of the public; and
   e) the need to efficiently and promptly deal with situations which involve actual or potential danger of personal injury to any person and report such situations to JNCC and summon the appropriate emergency medical service if required.

2.3 The Contractor must ensure that its Staff carry out their duties and, whilst providing the Services, behave:
   a) in an orderly manner and in as quiet a manner as may be reasonably practical, having regard to the nature of the duties being provided by them; and
   b) in such a way as to cause no unreasonable or unnecessary disruption to the work of any of JNCC’s own staff or any unreasonable disturbance to local residents or visitors and care should be taken to minimise disturbance of or damage to any wildlife interest.

2.4 The Contractor must require its Staff at all times whilst providing the Services to be properly and presentably dressed in appropriate uniforms or work wear. All such uniforms, work wear or any special or protective clothing to be worn by the Contractor’s Staff must be provided by the Contractor.

2.5 The Contractor acknowledges that work may be carried out at remote locations and that they will be responsible for the protection of Staff and ensuring they are
fully compliant with all necessary health and safety obligations at Law, including Health and Safety Requirements, and must ensure suitable lone working arrangements are in place.

2.6 The Contractor must provide at its own expense, and must require its Staff engaged in providing the Services to wear or carry such identification (including photographic identification) as may be specified by JNCC.

2.7 The Contractor undertakes that all amounts payable to or in relation to its Staff engaged in the performance of the Agreement (including any wages and salaries, overtime, bonus or commission (earned but unpaid), accrued holiday pay, income tax, national insurance contributions, pension contributions and insurance premiums) shall be discharged by the Contractor for the entire duration of the Contract Period and the Contractor undertakes to indemnify JNCC against any and all costs, charges and expenses arising out of or in connection with such amounts.

2.8 The Contractor agrees that it shall not without the prior written consent of JNCC:
   a) increase the proportion of working time spent on, or number of Staff, providing the Services (or any relevant part) under the Agreement save for fulfilling assignments and projects previously scheduled and agreed between JNCC and the Contractor; and
   b) replace any individual member of Staff employed, assigned or engaged in providing the Services under the Agreement.

2.9 The Contractor must obtain prior authorisation from the Project Officer in advance of the commencement of any Services for areas, if any, suitable for the parking of vehicles, storage and deliveries.

3. PREMISES
3.1 In relation to the Premises the Contractor shall:
   a) ensure that all persons carrying out the Services on the Premises comply with the security and safety policies and regulations from time to time in force on the Premises; and
   b) comply with all instructions of JNCC notified to it in relation to its access to such Premises (including the removal of any person where required by JNCC).

4. JNCCS OBLIGATIONS
4.1 In order to enable the Contractor to comply with its obligations under the Agreement JNCC shall:
   a) use reasonable endeavours to co-operate with the Contractor and provide the Contractor with such information and assistance as the Contractor may reasonably require;
   b) provide all water and electricity reasonably and properly required by the Contractor whilst carrying out Services at JNCC’s offices; and
   c) provide such storage facilities as set out in the Service Order. Any storage provided for the Contractor’s assets under this clause 4.1(c) shall be at the Contractor’s own risk.
5. **PROJECT OFFICER**

5.1 The Project Officer shall have overall responsibility for monitoring the performance of the Services.

5.2 The Contractor shall meet regularly with the Project Officer and act in good faith and record all decisions made with the Project Officer in writing.

6. **WARRANTIES AND REPRESENTATIONS**

6.1 The Contractor warrants that all information provided to JNCC relating to any individual member of Staff employed, assigned or engaged in providing the Services under the Agreement will be true and accurate in all material respects.

7. **DEFAULT**

7.1 If the Contractor is in Default of its obligations to provide the Services (or any part of them) in accordance with the Agreement then, without prejudice to any other right or remedy available to JNCC under the Agreement or otherwise, JNCC may elect one or more of the following remedies:

a) require the Contractor, at the Contractor’s own expense, to promptly make good any defect or re-perform any non-conforming Services;

b) without determining the Agreement in whole or in part, itself provide or hire another person or persons to provide all or any part of the Services until the Contractor has proved to the reasonable satisfaction of JNCC that the Services will be provided in accordance with the terms of the Agreement, and in either case the Contractor shall pay the reasonable costs so incurred by JNCC; or

c) without determining the Agreement in whole or in part, withhold from payment to the Contractor or recover as a sum of money due from the Contractor the Contract Price or any portion thereof that are allocated to the Default or non-conforming Services.

7.2 Without prejudice to any other deductions which are permitted to be made by JNCC under the Agreement, the Contractor shall be liable to pay to JNCC liquidated damages at the levels identified in the Service Order for each Default that has occurred.
PS12 Accommodation Rates

You may claim the actual cost of overnight accommodation (including all meals) up to a maximum of the following rates: £74.40

Receipts for expenditure must be provided.

Travel

Travel costs will be reimbursed on production of proof of expenditure.

N.B. Rail travel may only be claimed at standard or economy rates (receipts must be provided).

Car mileage will be paid at the rate of 26 pence per mile.

All travel and accommodation must have the prior approval of the Project Manager/Nominated Officer.
1 JNCC Computer Virus Policy

"The JNCC and its support unit staff will undertake all possible measures to reduce the effects and spread of computer software viruses"

2 Contractor Requirements

2.1 The contractor should note that: The supply of computer viruses to the JNCC will prejudice the success of obtaining future contracts, unless the contractor can demonstrate adequate precautions against infection and transmission were taken.

2.2 The contractor **must** bring the contents of this Annex V and JNCC anti-virus policy to the attention of any sub-contractors.

2.3 The contractor **must** accept responsibility for viruses introduced by any sub-contractor.

2.4 Introduction of a virus into the JNCC by the contractor, or their representative, makes the contractor liable for costs of 10% of the value of the contract or the actual cost of the cleanup operation, whichever is greater.

2.5 The contractor **must** provide details of the computer virus detection and virus eradication software (or hardware) used by the contractor to prevent infection of hardware, to the JNCC nominated officer. The contractor **must** state the source of the software, the frequency with which it is updated and that they are licensed to use it.

2.6 If the contractor has no means of detecting or eradicating a virus then a statement to this effect **must** be made.

2.7 The contractor **must** provide details of the actions that are undertaken when a computer virus is detected on the contractor's own site.

3 Contractor working on JNCC premises

3.1 Before using any software on JNCC equipment, the contractor **must** virus check any portable media brought in with the contractor, with the virus checking software provided by the JNCC.

3.2 Before commencing work at a JNCC site the contractor **must** acquaint themselves with JNCC anti-virus policy and JNCC anti-virus software and its use.

4 Contractor sending media to the JNCC

4.1 Media of any type or format supplied to the JNCC by the contractor **must** be checked for viruses before shipment.
4.2 The contractor **must** provide printed and dated output to show that the media was virus free immediately prior to leaving the contractors premises. In the case of tapes or backups the contractor **must** provide proof that the source was virus free immediately prior to the creation of tape or backup.

5 **Bringing Portables onto JNCC premises**

5.1 A contractor **must** not, under any circumstances, connect or attempt to connect a portable computer of any sort, to any of the JNCC's Local Area Networks without the IS Team's, or their appointed representative's, approval. The contractor or their representative **must** have demonstrated that the machine is free from viruses before approval will be given, JNCC's own virus scanning software may be used for this purpose.

5.2 The contractor **must** not transfer files, either via floppy, USB memory stick or other means, from a portable to a machine connected to any of the JNCC Local Area Networks without having first demonstrated that, both the machine and the media being used to transfer files, are free from viruses.

6 **Sending emails to the JNCC**

6.1 Although JNCC is capable of receiving information electronically via email, the contractor will not send email files greater than 10Mb in size. Care should be taken not to send .exe, bat, vbs or macro files. If these types of electronic files are being sent, the contractor will zip these files up using some zipping technology and then send them as an email attachment.

6.2 Every effort should be made to ensure that emails sent should be virus free before leaving the contractors email system. If deliverables of the contact include email exchange between the JNCC and the contractor, JNCC will require details from the contractor of either the anti virus software used or any third party provider used to ensure that all emails are virus free.