

DRAFT

TERMS AND CONDITIONS

FOR

**DN589873 - Collation and Analysis of Weather Impacts
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OFFICIAL – COMMERCIAL – SENSITIVE

CONTRACT NO. DN589873

BETWEEN

THE MET OFFICE

**AN EXECUTIVE AGENCY OF THE DEPARTMENT FOR
BUSINESS, ENERGY AND INDUSTRIAL STRATEGY OF THE
UNITED KINGDOM OF GREAT BRITAIN & NORTHERN IRELAND**

AND

[*SUPPLIER NAME*]

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CONDITIONS OF CONTRACT FOR THE PURCHASE OF SERVICES

1 COMMERCIAL TERMS

Parties:	The Met Office, whose principal place of business is Fitzroy Road, Exeter, Devon, EX1 3PB an Executive Agency of the Department for Business, Energy and Industrial Strategy of the United Kingdom of Great Britain and Northern Ireland, (the " Met Office "); and
	TBC (the " Supplier ")
Contract Start Date:	TBC
Contract End Date:	TBC
Purchase Order No:	TBC
Designated Representatives	Met Office: TBC Supplier: TBC or such other person as is notified by a party to the other in writing.
Special Terms:	<i>SaaS Agreement to be agreed with successful Supplier if appropriate and terms and condition of contract may be subject to minor change upon award.</i>
Insurance	Public liability insurance: [supplier to confirm] (£1m minimum) Professional indemnity insurance: [supplier to confirm] (£1m minimum) Employer's liability insurance: [supplier to confirm] (£5m minimum) Product Liability Insurance: [supplier to confirm] (£1m minimum) The Supplier shall ensure that the Met Office's interest is noted on each insurance policy, or that a generic interest clause has been included.

THIS AGREEMENT has been executed by or on behalf of the parties on the date first written above

Signed by a duly authorised signatory of the
Met Office
Signature:
Date:
Name:
Job Title:

Signed by a duly authorised signatory of the
Supplier
Signature:
Date:
Name:
Job Title:

2 COMMERCIAL DETAILS RELATING TO THE SERVICES

Services Commencement Date:	<i>TBC</i>														
Services Term:	<i>The Services shall start on the Services Commencement Date specified in these Commercial Details and shall terminate automatically without notice on second anniversary of such, subject always to earlier termination allowed for reasons outlined in the General Terms and Conditions for the Purchase of Services.</i>														
Extension:	<i>Potential option to extend, subject to agreement</i>														
Premises:	<p>The Services are to be provided at the following premises:</p> <p>Met Office Fitzroy Road Exeter, Devon United Kingdom EX1 3PB</p>														
Other Documents incorporated into the Contract:	<i>As agreed upon Award</i>														
Specification and Deliverables:	<i>Please see ITT Documents for full description, subject to any further minor change on Award</i>														
Service Levels (if applicable):	<i>TBC</i>														
Processing, Personal Data and Data Subjects	<ol style="list-style-type: none"> <i>The Supplier shall comply with any further written instructions with respect to processing by the Met Office.</i> <i>Any such further instructions shall be deemed to be incorporated into these Commercial Details.</i> <table border="1"> <thead> <tr> <th>Description</th><th>Details</th></tr> </thead> <tbody> <tr> <td>Subject matter of the processing</td><td></td></tr> <tr> <td>Duration of the processing</td><td></td></tr> <tr> <td>Nature and purposes of the processing</td><td></td></tr> <tr> <td>Type of Personal Data</td><td></td></tr> <tr> <td>Categories of Data Subject</td><td></td></tr> <tr> <td>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</td><td></td></tr> </tbody> </table>	Description	Details	Subject matter of the processing		Duration of the processing		Nature and purposes of the processing		Type of Personal Data		Categories of Data Subject		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	
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Subject matter of the processing															
Duration of the processing															
Nature and purposes of the processing															
Type of Personal Data															
Categories of Data Subject															
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															
Permitted Sub-Contractors (if applicable):	Not Applicable														

Fees:	<i>£ TBC excluding VAT (if applicable)</i>
Expenses:	Not Applicable, save as otherwise provided for in the General Terms and Conditions for the Purchase of Services.

3 GENERAL TERMS & CONDITIONS FOR THE PURCHASE OF SERVICES

1 Definitions

The following expressions shall bear the following meanings where used in the Contract unless the context otherwise requires.

Applicable Law means: (a) any law, statute, statutory provisions or subordinate legislation, enforceable right within the meaning of section 2 of the European Communities Act 1972; and (b) to the extent they are legally binding, any other enactment, order, regulation, regulatory policy, guidance, industry code, applicable judgement of a relevant court of law or a decision of a tribunal or Regulatory Body, which applies to the provision of the Services (as applicable) and/or a party's obligations hereunder and as may be amended, modified, extended, varied, superseded, replaced, substituted or consolidated from time to time;

Background IPR means the Met Office Background IPR and/or the Supplier Background IPR (as the context requires);

Bribery Act 2010 means the Bribery Act 2010 and any subordinate legislation made under that Act from time to time together with any guidance or codes of practice issued by the relevant government department(s) concerning the legislation;

Business Day means a day other than a Saturday, Sunday or public holiday in England and Wales;

Central Government Body means a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics:

- (a) Government Department;
- (b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal);
- (c) Non-Ministerial Department; or
- (d) Executive Agency;

Change in Applicable Law	means any change in Applicable Law which impacts on the performance of the Services which comes into force after the Commencement Date;
Commercial Terms	means, collectively, the terms which are recorded on the front sheets headed "Commercial Terms" in Section 1 of this Contract and "Commercial Details Relating to the Services" in Section 2 of this Contract;
Comparable Supply	means the supply of services to another customer of the Supplier that are the same or similar to any of the Services;
Confidential Information	means all information whether technical or commercial (including all specifications, drawings and designs, disclosed in writing, on disc, electronically, orally or by inspection of documents or pursuant to discussions between the parties), where the information is identified as confidential at the time of disclosure or which ought reasonably to be considered confidential given the nature of the information or the circumstances of disclosure;
Contract	means the contract entered into between the Met Office and the Supplier pursuant to which these General Terms apply, incorporating the Commercial Terms to the extent applicable and set out herein;
Contracting Authority	means any contracting authority as defined in Regulation 2 of the Public Contracts Regulations 2015 other than the Met Office;
Contracts Finder	the Government's publishing portal for public sector procurement opportunities;
Contract Year	<p>(a) a period of 12 (twelve) months commencing on the Commencement Date; and</p> <p>(b) thereafter a period of 12 (twelve) months commencing on each anniversary of the Commencement Date;</p> <p>provided that the final Contract Year shall end on the expiry or termination of the Term;</p>
Control	has the meaning set out in section 450 of the Corporation Tax Act 2010;
Controller	shall have the meaning given to "data controller" or "controller" (as applicable) in the Data Protection Legislation;
Crown Body	means a department, office or agency of the Crown;
Data	means any records and data concerning employees, contractors, sites, business, operations or finances of the Met Office or otherwise relating to the Services, including, without limitation, any personal data relating to the staff, customers or suppliers of the Met Office), documents, text, drawings, diagrams, images or sounds (together with any database made up of any of those), embodied in any medium, that are supplied

to the Supplier by or on behalf of the Met Office, or which the Supplier is required to generate, process, store or transmit pursuant to this Contract;

Data Protection Legislation

means all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679); the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended and any other European Union legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including the privacy of electronic communications) and the guidance and codes of practice issued by the relevant data protection or supervisory authority and applicable to a party;

Data Subject

shall have the meaning set out in the Data Protection Legislation;

Data Subject Access Request

has the meaning ascribed to it in clause 15.15.1 of these General Terms;

Designated Representative

means the individuals specified as such in respect of each party in the Commercial Terms;

Disclosure Legislation

has the meaning ascribed to it in clause 14.1 of these General Terms;

DOTAS

the Disclosure of Tax Avoidance Schemes rules which require a promoter of tax schemes to tell HMRC of any specified notifiable arrangements or proposals and to provide prescribed information on those arrangements or proposals within set time limits as contained in Part 7 of the Finance Act 2004 and in secondary legislation made under vires contained in Part 7 of the Finance Act 2004 and as extended to national insurance contributions by the National Insurance Contributions (Application of Part 7 of the Finance Act 2004) Regulations 2012, SI 2012/1868) made under section 132A of the Social Security Administration Act 1992;

Environmental Information Regulations

the Environmental Information Regulations 2004 together with any guidance and/or codes of practice issued by the Information Commissioner or any Central Government Body in relation to such regulations;

Event of Insolvency

- (a) the other party suspends, or threatens to suspend, payment of its debts, or is unable to pay its debts as they fall due or admits inability to pay its debts, or:
 - i. (being a company or a LLP) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, or
 - ii. (being a partnership) is deemed unable to pay its debts within the meaning of section 222 of the Insolvency Act 1986;
- (b) the other party commences negotiations with one or more of its creditors (using a voluntary arrangement, scheme of arrangement or otherwise) with a view to rescheduling any



- of its debts, or makes a proposal for or enters into any compromise or arrangement with one or more of its creditors or takes any step to obtain a moratorium pursuant to Section 1A and Schedule A1 of the Insolvency Act 1986 other than (in the case of a company, a LLP or a partnership) for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
- (c) a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;
 - (d) a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution or other such process is levied or enforced on or sued against, the whole or any part of the other party's assets and such attachment or process is not discharged within 14 days;
 - (e) the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business;
 - (f) where the other party is a company, a LLP or a partnership:
 - i. a petition is presented (which is not dismissed within 14 days of its service), a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
 - ii. an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is filed at Court or given or if an administrator is appointed, over the other party;
 - iii. (being a company or a LLP) the holder of a qualifying floating charge over the assets of that other party has become entitled to appoint or has appointed an administrative receiver; or
 - iv. (being a partnership) the holder of an agricultural floating charge over the assets of that other party has become entitled to appoint or has appointed an agricultural receiver; or
 - (g) any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned above;

Fees

means (if applicable) the fees payable by the Met Office to the Supplier for the Services, as stated in the "Fees" section of the Commercial Terms;

FOIA

the Freedom of Information Act 2000 and any subordinate legislation made under this Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Central Government Body in relation to such Act;

Foreground IPR	means: (a) Intellectual Property Rights in Materials created by the Supplier (or by a third party on behalf of the Supplier) specifically for the purposes of this Contract and updates and amendments of those Materials; and/or (b) Intellectual Property Rights arising as a result of the performance of the Supplier's obligations under this Agreement;
Force Majeure	means any cause preventing either party from performing any or all of its obligations under this Contract which arises from or is attributable to circumstances beyond the reasonable control of the party (including, without limitation, to the extent that these are beyond such control: acts of God; nuclear accident; war or terrorist activity; riot, civil commotion; fire, flood or storm; or any action taken by a government or public authority, including but not limited to imposing an embargo, export or import restriction, quota or other restriction or prohibition, or failing to grant a necessary licence or consent; but excluding shortage of personnel or equipment or industrial action);
GDPR	means the General Data Protection Regulation ((EU) 2016/679).
General Anti-Abuse Rule	means: (a) the legislation in Part 5 of the Finance Act 2013; and (b) any future legislation introduced into parliament to counteract tax advantages arising from abusive arrangements to avoid national insurance contributions;
General Change in Applicable Law	means a Change in Applicable Law where the change is of a general legislative nature (including taxation or duties of any sort affecting the Supplier) or which affects or relates to a Comparable Supply;
General Terms	means these general terms and conditions for the purchase of services;
Good Industry Practice	means: (a) the exercise of the degree of skill, care, diligence prudence and foresight which would be reasonably expected at such time from a leading and expert supplier of services similar to the Services to a customer like the Met Office, such supplier seeking to comply with its contractual obligations in full and complying with Applicable Laws; and (b) using standards, practices, methods and procedures in the performance of obligations and responsibilities under this Contract, which are of a quality which could reasonably be expected of a skilled and experienced person engaged in the same type of undertaking under the same or similar circumstances;
Government Site	means any premises owned by the Crown or occupied by Crown servants including those owned or occupied by the Met Office;
Halifax Abuse Principle	means the principle explained in the CJEU Case C-255/02 Halifax and others;



Information	means "information" as defined in section 84 of the FOIA or "environmental information" as defined in regulation 2(1) of the Environmental Information Regulations (as appropriate);
Intellectual Property Rights	means patents, rights to inventions, copyright and related rights, moral rights, trademarks and service marks, trade names and domain names, rights in get-up, rights to goodwill or to sue for passing off, rights in designs, rights in computer software, database rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;
IPR Claim	has the meaning ascribed to it in clause 17.2.6 of these General Terms;
Know How	means all ideas, concepts, schemes information, knowledge, techniques, methodology and anything else in the nature of know how relating to the Services but excluding any know how lawfully in the other party's possession before the Commencement Date;
Losses	means claims, actions, proceedings, and all damages, losses, fines, judgments, demands, fees, costs and expenses (including legal fees and disbursements on a full indemnity basis and any tax thereon);
Malware	means anything or device (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or in part or otherwise); or adversely affect the user experience, including worms, trojan horses, malicious software, spyware, ransomware, adware, scareware, viruses and other similar things or devices;
Materials	means any and all works of authorship, artistic, literary and other works, inventions, ideas, discoveries, developments, improvements, innovations, software and materials designed, created, developed, written or prepared by the Supplier (or by the Supplier Personnel or by a third party on behalf of the Supplier), including any and all reports, studies, data, diagrams, algorithms, code, charts, specifications, contractual and pre-contractual documents and all drafts thereof and all working papers relating thereto;
Met Office Background IPR	<p>means:</p> <p>(a) Intellectual Property Rights owned by the Met Office before the Commencement Date, including Intellectual Property Rights contained in the Met Office's Know How, software, tools, equipment, code, algorithms, processes documentation, policies and procedures;</p>

(b) Intellectual Property Rights created by the Met Office (or third parties on its behalf), independently of this Contract;

(c) Crown copyright which is not available to the Supplier otherwise than under this Contract;

Met Office Site Rules

means the rules governing access by suppliers to Premises or Government Sites as may be updated from time to time;

Occasion of Tax Non-Compliance

- (a) any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 is found on or after 1 April 2013 to be incorrect as a result of:
 - i. a Relevant Tax Authority successfully challenging the Supplier under the General Anti-Abuse Rule or the Halifax Abuse Principle or under any tax rules or legislation that have an effect equivalent or similar to the General Anti-Abuse Rule or the Halifax Abuse Principle;
 - ii. the failure of an avoidance scheme which the Supplier was involved in, and which was, or should have been, notified to a Relevant Tax Authority under the DOTAS or any equivalent or similar regime; and/or
- (b) any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 gives rise on or after 1 April 2013 to a criminal conviction in any jurisdiction for tax related offences which is not spent at the Commencement Date or to a civil penalty for fraud or evasion;

Personal Data

shall have the meaning set out in the Data Protection Legislation;

Premises

means the Met Office premises or other location(s) where the Services are to be provided, including without limitation those set out in the Commercial Terms;

Processor

shall have the meaning given to "data processor" or "processor" (as applicable) in the Data Protection Legislation;

Purchase Order

means the Purchase Order issued by the Met Office in respect of the services to be provided under this Contract;

Regulatory Bodies

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 this Contract or any other affairs of the Met Office and "**Regulatory Body**" shall be construed accordingly;

Relevant Requirements

means the requirements set out in clause 11.1.1 of these General Terms;

Relevant Tax Authority	means Her Majesty's Revenue and Customs (" HMRC "), or, if applicable, a tax authority in the jurisdiction in which the Supplier is established;
Replacement Supplier	means any replacement supplier nominated by the Met Office to provide the Services performed by the Supplier following the expiry or termination of this Contract (whether in whole or in part);
Request for Information	means any request for information made to the Supplier by a third party pursuant to the Disclosure Legislation;
Review Meeting	has the meaning ascribed to it in clause 19.1 of these General Terms;
Service Levels	means any service levels specified in the Commercial Terms;
Service Variation	means a change to the scope of the Services;
Service Variation Request	means a written notice describing the Service Variation;
Services	means any and all of the services to be performed by the Supplier for the Met Office as described in the Specification;
Services Commencement Date	means the commencement date stated in the Commercial Terms or, if no such date is stated then (subject to the Met Office not revoking such offer before it receives the Services) the date upon which the Supplier commences provision of the Services;
Services Term	means the term during which Services are to be provided, as set out in the Commercial Terms;
Special Terms	any terms and conditions which are additional to or variations of the General Terms, to the extent set out in the Commercial Terms;
Specification	means the specification of Services as set out in the Commercial Terms;
Specific Applicable Law Change	means a Change in Applicable Law that relates specifically to the business of the Met Office and which would not affect a Comparable Supply;
Supplier Background IPR	means: (a) Intellectual Property Rights owned by the Supplier before the Commencement Date, for example those subsisting in the Supplier's Know How, software, tools, equipment, code, algorithms, processes documentation, policies and procedures; (b) Intellectual Property Rights created by the Supplier independently of this Contract, which in each case is or will be used before or during the Term for implementing and providing the Services;
Supplier Personnel	means all directors, officers, employees, agents, advisers, contractors and consultants of the Supplier and of any sub-contractors who are engaged in the provision of the Services from time to time or otherwise engaged in the performance of the Supplier's obligations under this Contract;

Third Party IPR Intellectual Property Rights owned by a third party.

2 Interpretation

- 2.1 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.
- 2.2 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 2.3 A reference to a party shall be to a party to this Contract and the expression parties shall be construed accordingly.
- 2.4 Words in the singular shall include the plural and vice versa.
- 2.5 A reference to one gender shall include a reference to the other genders.
- 2.6 A reference to any statute, statutory provision, subordinate legislation, code or guideline ("legislation") shall, unless the context otherwise requires, be construed as a reference to such legislation as the same may from time to time be amended, consolidated, modified, extended, re-enacted, replaced, superseded or substituted.
- 2.7 A reference to a statute or statutory provision shall include any subordinate legislation made from time to time under that statute or statutory provision.
- 2.8 A reference to writing or written does not include faxes or e-mail.
- 2.9 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.
- 2.10 If there is an inconsistency or conflict between any of the provisions of the Contract the following order of precedence shall prevail:
 - 2.10.1 Commercial Terms;
 - 2.10.2 Special Terms;
 - 2.10.3 General Terms.

3 Basis of Contract

The terms and conditions of this Contract are the only conditions upon which the Met Office is prepared to deal with the Supplier, and they shall govern all orders and supply of Services (as the case may be) to the entire exclusion of all other terms or conditions. No terms or conditions endorsed upon, delivered with or contained in the Supplier's quotation, acknowledgement or confirmation of order, specification or similar document will form part of this Contract and the Supplier hereby waives irrevocably any right which it otherwise might have to rely on such terms and conditions.

4 Duration

The Supplier shall provide the Services from the Services Commencement Date for the duration of the Services Term unless this Contract is terminated earlier in accordance with clauses 23 or 32 of these General Terms.

5 The Services

5.1 The Supplier shall provide the Services to the Met Office in accordance with:

- 5.1.1 the terms of this Contract;
- 5.1.2 the Specification;
- 5.1.3 (if applicable) the Service Levels;
- 5.1.4 Applicable Laws; and
- 5.1.5 Good Industry Practice.

5.2 The Met Office shall be entitled, at any time, to make a Service Variation Request. If the Met Office provides a Service Variation Request to the Supplier, then providing that the Supplier is willing and able to provide the Services as varied pursuant to the Service Variation Request, the Designated Representatives shall meet to discuss the scope of the Service Variation Request and the impact (if any) on the Fees and/or the timetable.

5.3 Subject to the Designated Representatives agreeing to a Service Variation, the parties will, by written agreement, in accordance with clause 35 of these General Terms, amend the Specification to incorporate the agreed scope of the Service Variation.

6 Time

6.1 Unless otherwise stated in the Commercial Terms the time of delivery of the Services shall be of the essence and if the Supplier fails to deliver the Services within the time period or on the date specified in the Commercial Terms then, without prejudice to any other rights which it may have, the Met Office reserves the right to:

- 6.1.1 cancel the Contract in whole or in part;
- 6.1.2 refuse to accept any provision of Services which the Supplier attempts to make;
- 6.1.3 recover from the Supplier any expenditure reasonably incurred by the Met Office in obtaining the Services in substitution from another supplier; and
- 6.1.4 claim damages from the Supplier for any additional Losses incurred by the Met Office which are in any way attributable to the Supplier's failure to deliver the Services on the due date.

6.2 If the Supplier becomes aware that there will be, or there is reasonably likely to be, a delay in the delivery of the Services the Supplier shall notify the Met Office immediately in writing and use all reasonable endeavours to eliminate or mitigate the consequences of any delay or anticipated delay.

7 Price and Payment

- 7.1 In consideration of the provision of the Services by the Supplier in accordance with this Contract, the Met Office shall pay the Fees. The Commercial Terms shall specify whether the Fees shall be on a time and materials basis, a fixed price basis or otherwise. Clause 7.2 of these General Terms shall apply if the Supplier provides Services on a time and materials basis. Clause 7.3 of these General Terms shall apply if the Supplier provides the Services for a fixed price. The remainder of this clause 7 shall apply in either case.
- 7.2 Where Services are provided on a time and materials basis:
- 7.2.1 the Fees payable for the Services shall be calculated in accordance with the Supplier's standard daily fee rates, as set out in the Commercial Terms;
 - 7.2.2 the Supplier's standard daily fee rates for each individual person shall be calculated on the basis of an eight (8) hour Business Day excluding lunch, coffee and tea breaks;
 - 7.2.3 the Supplier shall not be entitled to charge on a pro-rate basis for part-days unless it has the Met Office's prior written consent to do so;
 - 7.2.4 the Supplier shall ensure that every individual whom it engages on the Services completes time sheets recording time spent on the Services, and the Supplier shall use such time sheets to calculate the Fees covered by each monthly invoice referred to in clause 7.4 of these General Terms.
- 7.3 Where Services are provided for a fixed price, the Fees shall be as set out in the relevant part of the Commercial Terms.
- 7.4 The Supplier shall invoice the Met Office for the Fees monthly in arrears for Services performed in the preceding month to the Met Office's reasonable satisfaction and in accordance with this Contract. The invoice shall specify the Purchase Order number and shall contain a breakdown of the Services performed. The Met Office reserves the right to reject any invoice not issued in accordance with this clause 7.4.
- 7.5 Invoices must be addressed to the header address indicated on the Purchase Order or sent electronically to accountspayable@metoffice.gov.uk and must quote the full Purchase Order number. The Met Office shall not be held responsible for delays in payment caused by the Supplier's failure to comply with the Met Office's invoicing instructions.
- 7.6 In consideration of the provision of the Services in accordance with the terms of this Contract, payment shall be made by the Met Office within thirty (30) days of the date of receipt of each valid invoice that is not the subject of a bona fide dispute.
- 7.7 The Authority shall accept and process for payment an electronic invoice submitted for payment by the Supplier where the invoice is undisputed and where it complies with the standard on electronic invoicing.
- 7.8 For the purposes of paragraph 7.7, an electronic invoice complies with the standard on electronic invoicing where it complies with the European standard and any of the syntaxes published in Commission Implementing Decision (EU) 2017/1870.

- 7.9 Unless otherwise stated in the Commercial Terms, the Price shall include, where applicable, all carriage, shipping, freight and insurance charges in relation to the Goods.
- 7.10 Payment of invoices by the Met Office shall be without prejudice to any rights available to the Met Office.
- 7.11 Any dispute in relation to an invoice shall be dealt with by the parties in accordance with clause 30 of these General Terms.
- 7.12 If the Met Office fails to pay by the due date any undisputed amount payable by it under this Contract, the Supplier shall be entitled but not obliged to charge the Met Office interest on the overdue amount, from the due date up to the date of actual payment, whether before or after judgment, at the rate of two (2) percentage points above the Bank of England base rate in force on the due date. The parties acknowledge and agree that this clause 7.12 of the General Terms provides them with a substantial remedy in respect of any late payment of sums due under this Contract.
- 7.13 The amounts and/or daily rates comprised in the Fees for Services are fixed and are not subject to any increase unless specified in the Commercial Terms or otherwise expressly stated in this Contract.
- 7.14 Notwithstanding clause 7.13 of these General Terms, the Supplier shall notify the Met Office of any cost savings made by the Supplier in relation to the provision of the Services and shall use its best endeavours to pass on the benefit of such savings, by way of a reduction in the Fees, to the Met Office.
- 7.15 The Supplier shall maintain complete and accurate records of the time spent and materials used by the Supplier in providing the Services. The Supplier shall allow the Met Office to inspect such records at all reasonable times on request.
- 7.16 Unless otherwise expressed in the Commercial Terms, the Fees include the cost of hotel, subsistence, travelling and any other ancillary expenses reasonably incurred by the individuals whom the Supplier engages in connection with the supply of the Services, the cost of any materials and the cost of services reasonably and properly provided by third parties and required by the Supplier for the supply of the Services and no separate or additional amount may be charged for these items. Except as otherwise expressly provided in the Commercial Terms, the parties shall each bear their own costs and expenses incurred in respect of fulfilling their obligations under this Contract.
- 7.17 Not used.
- 7.18 The Supplier shall neither be relieved of its obligations to supply the Services in accordance with the terms and conditions of this Contract nor be entitled to an increase in the Fees as the result of:
- (a) a General Change in Applicable Law; or
 - (b) a Specific Change in Applicable Law where the effect of that Specific Change in Applicable Law on the Services is reasonably foreseeable at the Commencement Date.
- 7.19 If the Supplier fails to issue an invoice for any Fees for Services which have been incurred within twelve (12) months of the end of the month in which such Fees were incurred, then such Fees shall cease to be payable.

8 Audit

The Supplier shall keep and maintain for the duration of this Contract and for a period of six (6) years after completion of the delivery of the Services records, to the satisfaction of the Met Office, of:

- 8.1 all payments made by the Met Office in relation to the Services; and
- 8.2 the Services performed pursuant to the Contract,

and the Supplier shall, on written request from the Met Office, afford the Met Office or its duly authorised representatives all reasonable assistance and such access to those records, the Supplier premises, and Supplier Personnel as may be reasonably required by the Met Office in relation to the Contract in order to verify the Supplier's compliance with its obligations under this Contract or to fulfil any legally enforceable request by a Regulatory Body. The Met Office and its duly authorised representatives shall have the right to take copies of any invoices (including information used to prepare the invoices), purchase orders and other records relating to the provision of the Services or required in connection with this clause 8 of these General Terms and the Supplier shall provide the information free of charge.

9 Recovery of Sums due

- 9.1 Whenever, under the Contract or any other agreement between the Met Office and the Supplier, any sum of money is recoverable from or payable by the Supplier (including any sum which the Supplier is liable to pay to the Met Office in respect of any breach of the Contract), the Met Office shall be entitled to deduct that sum from any sum due or which later becomes due to the Supplier under the Contract or under any other contract with the Met Office or with any other department, office, agency or authority of the Crown.
- 9.2 If the Met Office wishes to set off any amount owed by the Supplier to the Crown or any part of the Crown (including the Met Office) against any amount due to the Supplier pursuant to clause 9.1 of these General Terms, the Met Office shall give notice to the Supplier within thirty (30) days of receipt of the relevant invoice, setting out the Met Office's reasons for withholding or retaining the relevant Fees.
- 9.3 Any overpayment by the Met Office to the Supplier, whether of the Fees under the Contract or of VAT shall be a sum of money recoverable by the Met Office from the Supplier.

10 Taxation

- 10.1 The Supplier warrants, represents and undertakes to the Met Office that the Met Office will not be liable for any income tax or national insurance contributions in respect of the Supplier or the Supplier Personnel.
- 10.2 The Supplier shall be fully responsible for and shall indemnify on demand, defend and hold harmless the Met Office in full against any claim by any Relevant Tax Authority in respect of any income tax, national insurance and/or social security contributions and/or any other liability, deduction, contribution, assessment or claim arising from or payable in connection with the performance of this Contract by the Supplier or any Supplier Personnel.
- 10.3 All payments referred to in this Contract are stated exclusive of value added tax and all other similar taxes and duties payable in respect of such payments. Where applicable, the Met Office shall pay to the Supplier at the time that the payment becomes due an amount equal to the value added tax

properly chargeable upon such payment. The Supplier shall provide the Met Office with a value added tax invoice in respect of the payment.

- 10.4 If, at any point during the Term, an Occasion of Tax Non-Compliance occurs, the Supplier shall:
- 10.4.1 notify the Met Office in writing of such fact within five (5) Business Days of its occurrence; and
 - 10.4.2 promptly provide to the Met Office:
 - 10.4.2.1 details of the steps which the Supplier is taking to address the Occasion of Tax Non-Compliance and to prevent the same from recurring, together with any mitigating factors that it considers relevant; and
 - 10.4.2.2 such other information in relation to the Occasion of Tax Non-Compliance as the Met Office may reasonably require.

11 Bribery Act 2010 and Modern Slavery Act 2015

- 11.1 The Supplier shall:
- 11.1.1 comply with all Applicable Law, regulations, codes and sanctions from time to time in force relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 ("**Relevant Requirements**");
 - 11.1.2 have and shall maintain in place throughout the term of this Contract its own policies and procedures, including but not limited to adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements and will enforce them where appropriate;
 - 11.1.3 promptly report to the Met Office any request or demand for any undue financial or other advantage of any kind received by the Supplier in connection with the performance of this Contract;
 - 11.1.4 not offer or give, or agree to give, to any employee or representative of the Met Office any gift or consideration of any kind (other than the Fees for Services payable under this Contract) as an inducement or reward for doing or refraining from doing any act in relation to this or any other contract with the Met Office.
- 11.2 In performing its obligations under this Contract, the Supplier shall:
- 11.2.1 comply with all applicable anti-slavery and human trafficking laws from time to time in force including but not limited to the Modern Slavery Act 2015;
 - 11.2.2 have and maintain throughout the Term its own policies and procedures to ensure its compliance;
 - 11.2.3 not engage in any activity, practice or conduct that would constitute an offence under sections 1, 2 or 4 of the Modern Slavery Act 2015 if such activity, practice or conduct were carried out in the United Kingdom; and
 - 11.2.4 include in its contracts with sub-contractors and suppliers' anti-slavery and human

trafficking provisions that are at least as onerous as those set out in this clause 11.2.

- 11.3 The Supplier shall notify the Met Office as soon as it becomes aware of any actual or suspected instance of slavery or human trafficking in a supply chain that has any connection with this Contract.
- 11.4 Any breach of this clause 11 by the Supplier or by any person acting on its behalf (whether with or without the Supplier's knowledge) or the commission of any offence under the Bribery Act 2010 and / or Modern Slavery Act 2015 by the Supplier or by any person acting on its behalf, shall entitle the Met Office to terminate this Contract on immediate written notice and in such circumstances the Supplier shall indemnify the Met Office for any Losses or liability incurred or suffered by the Met Office as a result of such termination.

12 Confidentiality

- 12.1 Subject to clauses 12.2 to 12.4, 12.6, 13 and 14 of these General Terms, both parties shall procure that all Confidential Information disclosed by one to the other in connection with this Contract shall be kept secret and confidential and shall not be used for any purposes other than those required or permitted by this Contract and shall not be disclosed to any third party except insofar as this may be required for the proper operation of this Contract and in accordance with the terms set out in this Contract.
- 12.2 The obligations of confidentiality shall not apply to any Confidential Information which:
 - 12.2.1 is or becomes publicly known (other than by an act or omission of the receiving party);
 - 12.2.2 was in the other party's lawful possession prior to the disclosure;
 - 12.2.3 is lawfully disclosed to the receiving party by a third party without restriction on disclosure;
 - 12.2.4 is independently developed by the receiving party, which independent development can be shown by written evidence; and/or
 - 12.2.5 is required to be disclosed by Applicable Law, by any court of competent jurisdiction or by any Regulatory Body (including without limitation pursuant to the provisions of clauses 13 or 14 of these General Terms), provided that the party subject to such requirement to disclose gives the other prompt written notice of the requirement, to the extent it is permitted to do so by Applicable Law.
- 12.3 A party may disclose the other party's Confidential Information to those of the Supplier Personnel who need to know such Confidential Information for the purpose of performing its obligations under the Contract, provided that:
 - 12.3.1 it informs such Supplier Personnel of the confidential nature of the Confidential Information prior to disclosure; and
 - 12.3.2 at all times, it is responsible for such Personnel's compliance with the confidentiality obligations set out in this clause 12 of these General Terms.
- 12.4 The Met Office may disclose the Confidential Information of the Supplier:
 - 12.4.1 on a confidential basis to any Central Government Body for any proper purpose of the

Met Office or of any relevant Central Government Body;

- 12.4.2 to Parliament and Parliamentary Committees or if required by any Parliamentary reporting requirement;
 - 12.4.3 to the extent that the Met Office (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions;
 - 12.4.4 on a confidential basis to a professional adviser, consultant, supplier or other person engaged by any of the entities described in clause 12.4.1 of these General Terms (including any benchmarking organisation) for any purpose relating to or connected with this Contract;
 - 12.4.5 on a confidential basis for the purpose of the exercise of its rights under this Contract, including its right to audit pursuant to clause 8 of these General Terms; or
 - 12.4.6 on a confidential basis to a proposed successor body of the Met Office pursuant to clauses 31.4 or 31.5 of these General Terms in connection with any assignment, novation or disposal of any of its rights, obligations or liabilities under this Contract,
- and for the purposes of the foregoing, references to disclosure on a confidential basis shall mean disclosure subject to a confidentiality agreement or arrangement containing terms no less stringent than those placed on the Met Office under this clause 12.
- 12.5 The provisions of this clause 12 of these General Terms shall continue to apply for six (6) after termination or expiry of the Contract.
 - 12.6 Nothing in this Contract shall prevent the Met Office from disclosing the Supplier's Confidential Information:
 - 12.6.1 to any Crown Body or any other Contracting Authority. All Crown Bodies or Contracting Authorities receiving such Confidential Information shall be entitled to further disclose the Confidential Information to other Crown Bodies or other Contracting Authorities on the basis that the information is confidential and is not to be disclosed to a third party which is not part of any Crown Body or any Contracting Authority;
 - 12.6.2 in connection with the conduct of a Central Government Body review in respect of this Contract; or
 - 12.6.3 for the purpose of the examination and certification of the Met Office's accounts (provided that the disclosure is made on a confidential basis) or for any examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Met Office has used its resources.
 - 12.7 The Met Office shall use all reasonable endeavours to ensure that any Central Government Body, Contracting Authority, employee, third party or sub-contractor to whom the Supplier's Confidential Information is disclosed pursuant to this clause 12 of the General Terms is made aware of the Met Office's obligations of confidentiality.
 - 12.8 Nothing in this clause 12 of the General Terms shall prevent either party from using any techniques, ideas or Know How gained during the performance of the Contract 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 Publishing of the Contract and Payments under the Contract

- 13.1 The parties acknowledge that, except for any information that is exempt from disclosure in accordance with the provisions of the FOIA, the content of this Contract (including the identity of the Supplier and the payments made to the Supplier under this Contract) is not Confidential Information. The Met Office shall be responsible for determining in its absolute discretion whether any of the content of the Contract is exempt from disclosure in accordance with the provisions of the FOIA.
- 13.2 Notwithstanding any other term of this Contract, the Supplier hereby gives its consent for the Met Office to publish the Contract in its entirety, including from time-to-time agreed changes to the Contract and/or payments made to the Supplier under the Contract, to the general public.
- 13.3 The Met Office may consult with the Supplier to inform its decision regarding any redactions but the Met Office shall have the final decision in its absolute discretion.
- 13.4 The Supplier shall assist and cooperate with the Met Office to enable the Met Office to publish this Contract and payments made under it.

14 Freedom of Information

- 14.1 The Supplier acknowledges that the Met Office is subject to the FOIA and the Environmental Information Regulations (together the “**Disclosure Legislation**”) and shall assist and cooperate with the Met Office to enable the Met Office to comply with these information disclosure requirements.
- 14.2 The Supplier shall and shall procure that its sub-contractors shall:
 - 14.2.1 provide the Met Office with a copy of all Information in its possession or power in the form that the Met Office requires within five (5) Business Days (or such other period as the Met Office may specify) of the Met Office requesting that Information; and
 - 14.2.2 provide all necessary assistance as reasonably requested by the Met Office to enable the Met Office to respond to a Request for Information within the time for compliance set out in section 10 of the FOIA or regulation 5 of the Environmental Information Regulations (as the case may be).
- 14.3 The Met Office shall be responsible for determining at its absolute discretion, and notwithstanding any other provision in this Contract or any other agreement, whether any Information is exempt from disclosure in accordance with the provisions of the Disclosure Legislation. In no event shall the Supplier respond directly to a Request for Information unless expressly authorised to do so by the Met Office's duly authorised representative.
- 14.4 The Supplier acknowledges that the Met Office may, acting in accordance with the Disclosure Legislation (including codes of practice issued by the Information Commissioner or relevant Central Government Body regarding the Disclosure Legislation), be obliged under the Disclosure Legislation to disclose Information:
 - 14.4.1 in certain circumstances without consulting with the Supplier; or

14.4.2 following consultation with the Supplier and having taken its views into account,

provided always that the Met Office shall, in accordance with any recommendations of any relevant Code of Practice, take reasonable steps, where lawful and appropriate, to give the Supplier advanced notice, or failing that, to draw the disclosure to the Supplier's attention after any such disclosure.

14.5 The Supplier shall ensure that all Information produced in relation to the provision of Services is retained for disclosure and shall permit the Met Office to inspect such records as requested from time to time.

15 Data Protection

15.1 The parties acknowledge that for the purposes of the Data Protection Legislation, the Met Office is the Controller and the Supplier is the Processor in connection with this Contract. The only processing that the Supplier is authorised to do is listed in the Commercial Terms by the Met Office and may not be determined by the Supplier.

15.2 The Supplier shall notify the Met Office immediately if it considers that any of the Met Office's instructions infringe the Data Protection Legislation.

15.3 The Supplier shall **process the Personal Data only to the extent necessary for the purposes of performing the Supplier's obligations under the Contract and otherwise in accordance with the Met Office's documented instructions and Applicable Laws**. If the Supplier is unclear as to the parameters of the instructions issued by **the Met Office** it shall, as soon as reasonably practicable, revert to **the Met Office** for the purpose of seeking clarification or further instructions.

15.4 The Supplier shall not process the Personal Data in any country outside the European Economic Area (or following the United Kingdom's exit from the European Union, outside the combined area of the United Kingdom and the European Economic Area) without the Met Office's prior written consent and provided that:

15.4.1 the Supplier has ensured that there are appropriate safeguards in relation to the transfer and processing in accordance with Article 46 of the GDPR and as determined by the Met Office;

15.4.2 the Data Subject has enforceable rights and effective legal remedies in respect of any such Personal Data that is transferred;

15.4.3 the Supplier complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and

15.4.4 the Supplier complies with the Met Office's reasonable instructions in respect of the transfer,

and if the Supplier is required by Applicable Laws to transfer the Personal Data outside of the European Economic Area (or following the United Kingdom's exit from the European Union, outside the combined area of the United Kingdom and the European Economic Area), the Supplier shall inform the Met Office of such requirement before making the transfer (unless the Supplier is barred from making such notification under the relevant Applicable Law).

15.5 The Supplier shall ensure that all persons authorised by the Supplier to process the Personal Data are reliable, subject to appropriate duties of confidentiality and aware of and comply with the

Supplier's duties under this clause 15. Such authorisation shall be limited to those of the Supplier Personnel who need to have access to the Personal Data and only for the purposes of the performance of this Contract.

- 15.6 The Supplier shall have at all times during the Services Term and thereafter to the extent that it is entitled to retain Personal Data, appropriate technical and organisational measures in place to protect any Personal Data against unauthorised or unlawful processing and against accidental loss, alteration, destruction or damage, including all measures required under Article 32 of the GDPR.
- 15.7 The Supplier shall not appoint any sub-processor or replace any sub-processor in respect of the Personal Data processed pursuant to this Contract without the Met Office's prior written authorisation, and where the Supplier does appoint or replace any sub-processor, the Supplier shall:
- 15.7.1 remain fully liable for the acts and omissions of such sub-processor; and
 - 15.7.2 procure that such sub-processor is subject to a written agreement containing data processing obligations no less onerous than those set out in this Contract and that such agreement will meet the requirements of the Data Protection Legislation.
- 15.8 The Supplier shall cease processing the Personal Data immediately upon the termination or expiry of the Contract or, if sooner, on cessation of the contractual activity to which it relates and, at the Met Office's election, delete or return all Personal Data to the Met Office, and delete all existing copies unless Applicable Laws require their retention.
- 15.9 The Supplier shall promptly comply with any request from the Met Office requiring the Supplier to amend or transfer Personal Data in the Supplier's possession or control.
- 15.10 The Supplier shall make available to the Met Office all information reasonably necessary to demonstrate compliance with the obligations set out in this clause 15, and allow for and contribute to audits, including inspections, conducted by the Met Office or the Met Office's representative and those of its agents, subsidiaries and sub-contractors and comply with all reasonable requests or directions by the Met Office to enable the Met Office to verify and procure that the Supplier is in full compliance with its obligations under this clause 15.
- 15.11 The Supplier shall provide the Met Office with all reasonable assistance and information required by the Met Office to satisfy the Met Office's record keeping obligations under the Data Protection Legislation and, at the Met Office's request, adhere to any applicable code of conduct or certification method approved under the Data Protection Legislation.
- 15.12 Without undue delay and in any event within twenty-four (24) hours after having become aware, the Supplier shall:
- 15.12.1 notify the Met Office of any unauthorised or unlawful processing of any of the Personal Data to which this clause 15 applies and/or of any loss or destruction or other damage to or of such Personal Data. Such notification shall include or as soon as reasonably possible the Supplier shall provide to the Met Office:
 - 15.12.1.1 a description of the nature of the Personal Data breach including, to the extent possible, the categories and approximate number of Data Subjects concerned and the categories and approximate number of Personal Data records concerned;

- 15.12.1.2 the name and contact details of the duly authorised contact point where more information can be obtained;
 - 15.12.1.3 a description of the likely consequences of the Personal Data breach;
 - 15.12.1.4 a description of the measures taken or proposed to be taken by the Supplier to address the Personal Data breach, including, where appropriate, measures to mitigate its possible adverse effects;
 - 15.12.1.5 an explanation of how the Personal Data breach occurred;
 - 15.12.1.6 a description of how the Supplier became aware of the Personal Data breach;
 - 15.12.1.7 the date and time of the Personal Data breach;
 - 15.12.1.8 the date and time when the Supplier became aware of the Personal Data breach;
 - 15.12.2 take such steps consistent with Good Industry Practice to mitigate the detrimental effects of any such incident on the Data Subjects; and
 - 15.12.3 fully co-operate with the Met Office in dealing with such incident and its consequences. The Supplier shall not disclose any information about or in connection with any Personal Data breach, other than to the Met Office in accordance with this clause 15.12 or with the express prior written approval of a duly authorised representative of the Met Office unless required to do so by Applicable Law.
- 15.13 The Supplier shall maintain complete and accurate records and information to demonstrate its compliance with this clause 15 make them available to the Met Office and any relevant supervisory authority on request. The records and information shall include the following:
- 15.13.1 the name and contact details of the Met Office (on behalf of whom the Supplier is acting), and its representatives and, if applicable, the data protection officer;
 - 15.13.2 the categories of processing carried out on behalf of Met Office;
 - 15.13.3 where applicable and subject always to clause 15.4 of these General Terms, details of the transfers of Personal Data to a country or an international organisation outside of the European Economic Area (or following the United Kingdom's exit from the European Union, outside the combined area of the United Kingdom and the European Economic Area), including the identification of that country or international organisation and documentation of the adequate safeguards applied in relation to the transfer in accordance with clause 15.4 of these General Terms; and
 - 15.13.4 a general description of the technical and organisational security measures employed pursuant to clause 15.5 of these General Terms.
- 15.14 The Supplier shall assist the Met Office in ensuring the Met Office's compliance with the Data Protection Legislation. In particular, the Supplier shall assist the Met Office in complying with its obligations in respect of the security of Personal Data, notifications of breaches of Data Protection Legislation to supervisory authorities, communications of breaches of Data Protection Legislation

to Data Subjects, the carrying out of data protection impact assessments and any consultations with supervisory authorities, in each case in connection with the Processing of Personal Data pursuant to this Contract.

- 15.15 The Supplier shall immediately notify the Met Office if, in respect of Personal Data processed pursuant to this Contract, the Supplier:
- 15.15.1 receives a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data ("**Data Subject Access Request**") (or purported Data Subject Access Request);
 - 15.15.2 receives a request to rectify, block or erase any such Personal Data;
 - 15.15.3 receives any other request, complaint or communication relating to either the Supplier or the Met Office's obligations under the Data Protection Legislation;
 - 15.15.4 receives any communication from the Information Commissioner or any other regulatory authority in connection with such Personal Data; and/or
 - 15.15.5 receives a request from any third party for disclosure of such Personal Data where compliance with such request is required or purported to be required by English law.
- 15.16 The Supplier shall fully indemnify on demand, defend and hold harmless the Met Office and each of the Met Office's officers, employees and agents against all liability, damages, Losses (including any direct, indirect or consequential losses, loss of profit and loss of reputation, whether arising in tort (including without limitation negligence), in contract or otherwise), costs (including legal costs), fees, claims and expenses which the Met Office may incur or suffer arising out of or in connection with any breach of this clause 15 by the Supplier, the Supplier's personnel (including the Supplier's officers) and/or any third party to whom the Supplier has passed Personal Data.
- 15.17 The Met Office may, at any time on not less than thirty (30) Business Days' notice, revise, amend, or replace this clause by replacing or supplementing it with any applicable "controller to processor" standard clauses or similar terms forming part of an applicable certification scheme approved by a Regulatory Body (which shall apply when incorporated by attachment to this Contract).
- 15.18 The parties agree to take account of any guidance issued by the Information Commissioner's Office. The Met Office may, on not less than thirty (30) Business Days' notice to the Supplier, amend this agreement to ensure that it complies with any guidance issued by the Information Commissioner's Office or other applicable Regulatory Body.

16 Warranties

- 16.1 Each party warrants, represents and undertakes that:
- 16.1.1 it has full capacity and authority to enter into and to perform this Contract; and
 - 16.1.2 this Contract is executed by a duly authorised representative of that party.
- 16.2 The Supplier warrants, represents and undertakes that, for the duration of the Contract:
- 16.2.1 it shall perform, and procure the performance by Supplier Personnel, of its obligations under this Contract in compliance with all Applicable Laws;

- 16.2.2 without prejudice to the generality of clause 16.2.1 of these General Terms, it shall not, and shall procure that Supplier Personnel do not, unlawfully discriminate within the meaning and scope of any Applicable Laws relating to equality and discrimination (whether in race, gender, religion, disability, sexual orientation or otherwise) in employment;
- 16.2.3 the provision of the Services, and the use of them by the Met Office, shall not infringe the Intellectual Property Rights or other proprietary rights of any third party;
- 16.2.4 it shall at all times comply with the provisions of the Human Rights Act 1998 in the performance of this Contract, and shall undertake, or refrain from undertaking, such acts as the Met Office requests so as to enable the Met Office to comply with its obligations under the Human Rights Act 1998;
- 16.2.5 it has, and will continue to hold, all approvals, consents, licences, regulatory approvals, permits, concessions, certificates and statutory agreements required from any competent authority or third party necessary to perform its obligations under this Contract;
- 16.2.6 there are and shall be no actions, suits or proceedings or regulatory investigations pending or, to the Supplier's knowledge, threatened against or affecting that party before any court or administrative body or arbitration tribunal that might affect the ability of that party to meet and carry out its obligations under this Contract;
- 16.2.7 it shall discharge its obligations under this Contract using Supplier Personnel of required skill, experience and qualifications to perform tasks assigned to them;
- 16.2.8 it shall, and shall procure that Supplier Personnel shall, discharge the obligations under this Contract with all due skill, care and diligence including in accordance with Good Industry Practice;
- 16.2.9 it has notified the Met Office in writing of any Occasions of Tax Non-Compliance and any litigation in which it is involved that is in connection with any Occasion of Tax Non-Compliance;
- 16.2.10 it is validly incorporated and/or registered, organised and subsisting in accordance with the laws of its place of incorporation and/or registration;
- 16.2.11 all written statements and representations in any written submissions made by the Supplier as part of the procurement process regarding this Contract and any other documents submitted remain true and accurate except to the extent that such statements and representations have been superseded or varied by this Contract or to the extent that the Supplier has otherwise disclosed any change to the Met Office in writing prior to the Commencement Date;
- 16.2.12 it is not subject to any contractual obligation, compliance with which is likely to have a materially adverse effect on its ability to perform its obligations under this Contract; and
- 16.2.13 no proceedings or other steps have been taken and not discharged (nor, to the best of its knowledge, are threatened) for the winding up of the Supplier or for its dissolution or for the appointment of a receiver, administrative receiver, liquidator, manager,

administrator or similar officer in relation to any of the Supplier's assets or revenue.

- 16.3 In addition to the above, the Supplier warrants, represents and undertakes that:
- 16.3.1 the Services will conform with all descriptions and specifications provided to the Met Office by the Supplier;
 - 16.3.2 it shall devote such time as shall be necessary for the full and proper provision of the Services to the satisfaction of the Met Office;
 - 16.3.3 it shall give to the Met Office's Designated Representative such written or oral advice, information, evaluation or report regarding the Services (or any part thereof) as the Met Office's Designated Representative shall reasonably require;
 - 16.3.4 it shall obey all lawful and reasonable directions of the Met Office's Designated Representative and abide by the terms of any relevant Met Office internal policy or procedure;
 - 16.3.5 it shall not introduce or permit the introduction of any Malware into the Met Office's information technology systems and when the Services are provided to the Met Office that the Services shall be free from all Malware and that for this purpose, the Supplier warrants that it shall, prior to delivery of the Services and as an enduring obligation throughout the Term, use comprehensive and up-to-date screening software from an industry accepted vendor for such Malware;
 - 16.3.6 it shall not in any way destroy, damage or corrupt any software or data on the Met Office's information technology systems; and
 - 16.3.7 it shall not attempt to access, use or interfere with the Met Office's information technology systems, records or data without the Met Office's prior written consent. The Supplier shall (and shall procure that any of its sub-contractors and the Supplier's Personnel) shall comply with any policies and agreements governing access to the Met Office's systems, records and/or data.
- 16.4 The Met Office's rights under this Contract are in addition to the statutory conditions implied in favour of the Met Office by the Sale of Goods Act 1979, the Supply of Goods and Services Act 1982 and any other applicable statute in force from time to time.
- 16.5 Save as expressly provided in this Contract, no representations, warranties or conditions are given or assumed by the Met Office in respect of any information which is provided to the Supplier by the Met Office and all such representations, warranties or conditions are hereby excluded, save to the extent that such exclusion is prohibited by Applicable Law.
- 16.6 The Supplier shall:
- 16.6.1 at all times allocate sufficient resources with the appropriate technical expertise to provide the Services in accordance with this Contract;
 - 16.6.2 fully co-operate with the Met Office in all matters relating to the Services, and comply with all instructions of the Met Office and provide all reasonable information, advice and assistance in connection with the Services to any of the Met Office's other suppliers;

- 16.6.3 ensure that neither it, nor any Supplier Personnel, embarrasses the Met Office or otherwise brings the Met Office into disrepute by engaging in any act or omission which is reasonably likely to diminish the trust that the public places in the Met Office, regardless of whether or not such act or omission is related to the Supplier's obligations under this Contract;
- 16.6.4 ensure that any documentation and training provided by the Supplier to the Met Office is comprehensive, accurate and prepared in accordance with Good Industry Practice;
- 16.6.5 notify the Met Office in writing within ten (10) Business Days, or such shorter time period specified elsewhere in this Contract, of any actions, suits or proceedings or regulatory investigations before any court or administrative body or arbitration tribunal pending or, to its knowledge, initiated, brought or threatened against it that might affect its ability to perform its obligations under this Contract.

17 Indemnities

- 17.1 The indemnities contained in this clause 17 and any other indemnities granted by the Supplier to the Met Office under this Contract shall not be subject to the limitations of liability set out in the Commercial Terms and/or in clause 19 of these General Terms.
- 17.2 The Supplier shall indemnify on demand, defend and hold harmless the Met Office against any and all Losses suffered or incurred by the Met Office as a result of or in connection with:
 - 17.2.1 damage to real or personal property, including to any Premises and/or Government Sites (including where necessary all costs of replacement or reinstatement) and any loss of use of any property caused by an act or omission of the Supplier and/or the Supplier Personnel;
 - 17.2.2 death of, or personal injury to, any person caused by an act or omission of the Supplier and/or the Supplier Personnel;
 - 17.2.3 any breach by the Supplier of its obligations pursuant to clauses 12 and 15 of these General Terms;
 - 17.2.4 any damage to or loss, corruption or unlawful or unauthorised disclosure of Data arising from any negligent act or omission of the Supplier and/or the Supplier Personnel;
 - 17.2.5 any fine or penalty imposed on the Met Office by a Regulatory Body as a result of an act or omission of the Supplier and/or the Supplier Personnel;
 - 17.2.6 any claim made against the Met Office for actual or alleged infringement of a third party's Intellectual Property Rights arising out of, or in connection with, the supply or use of the Services ("**IPR Claim**"); and
 - 17.2.7 any interest, penalties or costs incurred, that is levied, demanded or assessed on the Met Office at any time in respect of the Supplier's failure to account for or to pay any VAT relating to payments made to the Supplier under this Contract and / or any or all Orders. Any amounts due under this clause shall be paid in cleared funds by the Supplier to the Met Office not less than five (5) Business Days before the date upon which the tax or other liability is payable by the Met Office.

18 Intellectual Property Rights

- 18.1 The parties acknowledge and agree that each party shall retain ownership of its Background IPR and, save as expressly provided in this Contract, neither the Supplier nor the Met Office shall receive any right, title or interest in or to the Intellectual Property Rights of the other.
- 18.2 The Met Office hereby grants for the Services Term and any exit period pursuant to clause 24.2 of these General Terms a royalty-free, non-transferable, worldwide, non-exclusive licence to access, use, configure, copy and internally distribute the Met Office Background IPR solely for the purpose of and to the extent necessary for the provision of the Services by the Supplier.
- 18.3 The Supplier hereby grants for the Services Term and any exit period pursuant to clause 24.2 of these General Terms a royalty-free, irrevocable, non-transferable, worldwide, non-exclusive licence to access, use, configure, copy and internally distribute the Supplier Background IPR solely for the purpose of and to the extent necessary for the receipt and use of the Services by the Met Office or the exercise of its (or any other Central Government Body's) business or function with the right to sub-licence on terms no broader than those granted hereunder. Where the Met Office or any Replacement Supplier requires a further licence (of the type referred to in this clause 18.3) after any such period, the Supplier shall grant (or procure the grant of) a licence to each such person on substantially the same terms to those contained in this clause 18.3.
- 18.4 In consideration of the payment of the Fees by the Met Office to the Supplier, the Supplier hereby assigns to the Met Office and its successors and assigns (to hold on behalf of the Crown) with full title guarantee, free from all third party rights and with effect from the date of creation, all the Supplier's right, title and interest in and to any and all present and future Intellectual Property Rights throughout the world in any Foreground IPR. The Supplier shall, at its own expense, execute and sign all documents and instruments and do all such acts reasonably necessary, in the opinion of the Met Office, for the Met Office to obtain, defend and enforce its rights in the Foreground IPR.
- 18.5 The Supplier hereby agrees to waive, and procure that Supplier Personnel shall waive, any claim to moral rights attached to the Foreground IPR that may be conferred on the Supplier or Supplier Personnel by the Copyright, Designs and Patents Act 1988 or any rights of a similar nature under laws now or in the future in force in any jurisdiction.
- 18.6 With effect from the date of assignment specified in clause 18.4 of these General Terms, the Met Office hereby grants to the Supplier a royalty-free, non-transferable, worldwide, non-exclusive licence to use the Foreground IPR during the Term solely for the purpose of delivering the Services to the Met Office in accordance with the Contract. The Supplier acknowledges and agrees that it shall not use the Foreground IPR after the date of assignment specified in clause 18.4 other than to provide the Services to the Met Office under this Contract and any extension of the scope of this licence shall require the express written agreement of the Met Office.
- 18.7 To the extent that Third Party IPR are used in the provision of the Services, the Supplier shall disclose the existence of such Third Party IPR to the Met Office before the Commencement Date and procure the grant, for the Services Term and any exit period pursuant to clause 24.2 of these General Terms, of a royalty-free, worldwide, irrevocable, non-transferable, non-exclusive licence to access, use, configure, copy and internally distribute such Third Party IPR (with the right to sub-licence on terms no broader than those granted hereunder) solely for the purpose of and to the extent necessary for:
- 18.7.1 in respect of the Met Office, the receipt and use of the Services and the exercise of its (or any other Central Government Body's) business or function; and

18.7.2 in respect of the Met Office and any Replacement Supplier, the transition to, and the provision, receipt and use of, services replacing the Services, provided that the Supplier shall only be required to obtain licences on reasonable terms from such third parties so that the Met Office and any Replacement Supplier may exercise its rights set out hereunder after the Services Term.

18.8 The Supplier shall on request by the Met Office and at the Supplier's expense, promptly deliver to the Met Office all copies of the Materials (including the Foreground IPR) in its control or possession.

18.9 If an IPR Claim is made or the Supplier anticipates that an IPR Claim might be made and that IPR Claim, if successful, would prevent the Met Office from receiving or using all or any part of the Services and/or prevent the performance of the Supplier's obligations under this Contract (as applicable), the Supplier shall promptly, at its own cost and in agreement with the Met Office and without prejudice to any of the Met Office's other rights or remedies either:

18.9.1 procure for the Met Office the right to continue using the item and/or Intellectual Property Rights which is or are subject to the IPR Claim; or

18.9.2 replace or modify the infringing item and/or Intellectual Property Rights with a non-infringing substitute provided that:

18.9.2.1 the functionality and capability of the replaced item and/or Intellectual Property Rights is equivalent to or greater than the functionality and capability of the original item and/or Intellectual Property Rights;

18.9.2.2 the replaced or modified item and/or Intellectual Property Rights does not have an adverse effect on or cause any material degradation to the Services;

18.9.2.3 there is no additional cost to the Met Office; and

18.9.2.4 the terms of the Contract shall apply to the replaced or modified Services.

18.10 The provisions of this clause 18 shall survive the expiration or termination of the Contract.

19 Review

19.1 Unless otherwise determined by the Met Office, the Designated Representatives shall meet at least once every calendar month and more frequently if agreed (the "**Review Meetings**") to ensure the smooth operation of the Contract, and in particular to discuss:

19.1.1 the procedures used in the provision of the Services;

19.1.2 (if applicable) the suitability of the Service Levels; and

19.1.3 the performance by each party of its obligations under the Contract.

19.2 Representatives from any relevant third parties may attend any Review Meeting only by prior agreement between the parties to this Contract.

- 19.3 With effect from the Commencement Date, the Supplier shall monitor performance of the Services against any applicable Service Levels and report in writing to the Met Office on a monthly basis on such performance.
- 19.4 Without prejudice to the Met Office's rights of audit in accordance with clause 8 of these General Terms, the Met Office shall be entitled, on reasonable notice, to attend the Supplier's premises to observe the performance of the Services.

20 Services Improvement

- 20.1 The Supplier shall have an ongoing obligation throughout the Services Term to identify new or potential improvements to the Services in accordance with this clause 20. As part of this obligation the Supplier shall identify and report to the Met Office once every 12 (twelve) months on:
- (a) the emergence of new and evolving relevant technologies which could improve the IT environment and/or the Services, and those technological advances potentially available to the Supplier and the Met Office which the parties may wish to adopt;
 - (b) new or potential improvements to the Services including the quality, responsiveness, procedures, likely performance mechanisms and customer support services in relation to the Services;
 - (c) new or potential improvements to the interfaces or integration of the Services with other services provided by third parties or the Met Office which might result in efficiency or productivity gains or in reduction of operational risk;
 - (d) changes in business processes and ways of working that would enable the Services to be delivered at lower cost and/or with greater benefits to the Met Office; and/or
 - (e) changes to the IT environment, business processes and ways of working that would enable reductions in the total energy consumed in the delivery of Services.
- 20.2 The Supplier shall ensure that the information that it provides to the Met Office shall be sufficient for the Met Office to decide whether any improvement should be implemented. The Supplier shall provide any further information that the Met Office requests.
- 20.3 If the Met Office wishes to incorporate any improvement identified by the Supplier the Met Office shall send the Supplier a change request and the requested change shall be dealt with in accordance with clause 35 of these General Terms.

21 Limitation of Liability

- 21.1 Neither party limits its liability:
- 21.1.1 for death or personal injury caused by its negligence, or that of its employees, agents or sub-contractors;
 - 21.1.2 for fraud, fraudulent misrepresentation, wilful default or any deliberate act or omission by a party, its employees, agents or sub-contractors;
 - 21.1.3 breach of any obligation as to title implied by statute (including without limitation section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982);

- 21.1.4 under any indemnity given under this Contract; or
- 21.1.5 any liability to the extent it cannot be limited or excluded by Applicable Law.
- 21.2 Subject to clauses 17.1, 21.1, 21.4 and 21.5 of these General Terms, the Supplier's aggregate liability in respect of loss of or damage to Government Sites or other property or assets of the Met Office (including technical infrastructure, assets or equipment but excluding any loss or damage to the Met Office's data or any other data) that is caused by defaults of the Supplier occurring in each and any Contract Year shall in no event exceed £10 million.
- 21.3 Subject to clauses 17.1, 21.1, 21.4 and 21.5 of these General Terms, the Supplier's total aggregate liability for all claims, losses or damages (other than those set out in clause 21.2 of these General Terms), whether arising from tort (including negligence), breach of contract or otherwise in connection with any breach of this Contract in relation to the supply of Services shall (unless otherwise specified in the Commercial Terms):
 - 21.3.1 in relation to defaults occurring in the first Contract Year, an amount equal to the greater of (a) 150% of the amounts paid or payable in the first Contract Year; and (b) the minimum amount stated in the Commercial Terms;
 - 21.3.2 in relation to defaults occurring during any subsequent Contract Year, an amount equal to 150% of the Fees paid and/or due to be paid to the Supplier under this Contract in the Contract Year immediately preceding the occurrence of the default; and
 - 21.3.3 in relation to defaults occurring after the end of the Services Term, an amount equal to 150% of the charges paid and/or due to be paid to the Supplier in the twelve (12) month period immediately prior to the last day of the Services Term,

provided that where any Losses referred to in clause 21.3 have been incurred by the Met Office as a result of the Supplier's abandonment of this Contract or the Supplier's wilful default, wilful breach of a fundamental term of this Contract or wilful repudiatory breach of this Contract, the references in such clause to 150% shall be deemed to be references to 200%. The Parties agree increased limitation of liability reflects the likelihood that the Met Office may suffer additional Losses in such a situation and does not represent a penalty.
- 21.4 Subject to clauses 17.1, 21.1, and 21.5 of these General Terms, neither party shall be liable to the other party for:
 - 21.4.1 any indirect, special or consequential loss or damage; or
 - 21.4.2 any loss of profits, turnover, business opportunities, revenue or damage to goodwill (in each case whether direct or indirect).
- 21.5 Notwithstanding clause 21.4 but subject to clauses 21.2 to 21.3, the Supplier acknowledges that the Met Office may, amongst other things, recover from the Supplier the following Losses incurred by the Met Office to the extent that they arise as a result of a default by the Supplier:
 - 21.5.1 additional operational and / or administrative costs and expenses arising from a default by the Supplier's under the Contract, including costs relating to time spent by or on behalf of the Met Office in dealing with the consequences of the default;
 - 21.5.2 wasted expenditure or charges;

- 21.5.3 any additional cost of procuring and implementing replacement services from an alternative supplier in the event of a default by the Supplier's under the Contract, which shall include any incremental costs associated with such replacement services above those which would have been payable under this Contract;
- 21.5.4 any fine or penalty incurred by the Met Office pursuant to Applicable Law and any costs incurred by the Met Office in defending any proceedings which result in such fine or penalty, together with any fines, expenses or other losses incurred by the Met Office and arising from a breach by the Supplier of any Applicable Laws;
- 21.5.5 any compensation or interest paid to a third party by the Met Office.
- 21.6 Subject to clauses 17.1, 21.1, 21.4 and 21.5 of these General Terms, the total aggregate liability of the Met Office under the Contract in respect of all claims, losses or damages, whether arising from tort (including negligence), breach of contract or otherwise under or in connection with the Contract, shall in no event exceed an aggregate sum equal to the total Fees paid for the Services at the time at which the cause of action giving rise to the claim arises.
- 21.7 The Supplier acknowledges and agrees that the limitations contained in this clause 21 are reasonable in all the circumstances and that it has taken independent legal advice in relation to this clause 21.

22 Insurance

- 22.1 The Supplier shall take out and maintain throughout the Services Term and for a period of six (6) years thereafter adequate insurance with a reputable insurer to cover the liabilities of the Supplier arising under or in connection with this Contract including all losses, claims, demands, proceedings, damages, costs, charges and expenses for injuries or damage to any person or property (including without limitation the Premises or any Government Sites) which may result from the fault or negligence of the Supplier in carrying out or purporting to carry out its obligations under or in connection with this Contract. Without prejudice to the generality of the foregoing, the cover must be of the type and for not less than the amounts specified in the Commercial Terms.
- 22.2 On the written request of the Met Office, the Supplier shall provide the Met Office with a copy of each insurance policy and evidence that the applicable premiums have been paid.
- 22.3 The Supplier shall, during the Services Term, and for a period of six (6) years thereafter:
 - 22.3.1 administer the insurance policies and the Supplier's relationship with its insurers at all times to preserve the benefits for the Met Office set out in this clause 22;
 - 22.3.2 do nothing to invalidate any insurance policy or to prejudice the Met Office's entitlement thereunder; and
 - 22.3.3 procure that the terms of the insurance policies are not altered in such a way as to diminish the benefit of the insurance policies for the Met Office which are provided as at the commencement of this Contract.

23 Termination

- 23.1 This Contract shall commence on the earlier of:

- 23.1.1 the date of signature of this Contract by both parties (provided that any provision of Services by the Supplier shall commence on the Services Commencement Date set out in the Commercial Terms); or
- 23.1.2 the date on which the Supplier commences the provision of the Services,
and will continue thereafter for the Services Term until this Contract has been terminated or expires in accordance with the relevant terms.
- 23.2 The Met Office shall be entitled to terminate the whole or any part of the Contract (as appropriate and without prejudice to its other rights and remedies) immediately (or following such notice period as it sees fit), by giving written notice to the Supplier:
 - 23.2.1 if the Supplier commits a material breach and/or persistent repeated breaches of any term of the Contract and, if such breach or breaches is or are remediable, fails to remedy such breach(es) within a period of fourteen (14) days after being notified in writing to do so;
 - 23.2.2 if the Supplier is subject to an Event of Insolvency;
 - 23.2.3 pursuant to clause 32.5 of these General Terms if a Force Majeure event affects the Supplier for a continuous period of more than three (3) months;
 - 23.2.4 if the Supplier undergoes a change of Control and the Met Office reasonably determines that such change of Control is likely to adversely impact upon the ability of the Supplier to discharge its obligations under the Contract and / or the change of Control is likely to adversely impact on the commercial interests of the Met Office; or
 - 23.2.5 if the warranty given by the Supplier pursuant to clause 16.2.9 of these General Terms is materially untrue or the Supplier commits a material breach of its obligation to notify the Met Office of any Occasion of Tax Non-Compliance as required by clause 10.4 of these General Terms.
- 23.3 For the purposes of clause 23.2.1 of these General Terms the following breaches shall be deemed to be irremediable material breaches:
 - 23.3.1 a persistent failure of the Supplier to meet any Service Levels specified or referred to in the Commercial Terms;
 - 23.3.2 the Supplier or any of the Supplier Personnel is guilty of any gross misconduct affecting the business of the Met Office;
 - 23.3.3 the Supplier or any of the Supplier Personnel is convicted of any criminal offence (other than an offence under any road traffic legislation for which a fine or non-custodial penalty is imposed); or
 - 23.3.4 the Supplier or any of the Supplier Personnel is guilty of any fraud or dishonesty or acts in any manner which, in the opinion of the Met Office brings, or is likely to bring, the Supplier or the Met Office into disrepute or is materially adverse to the interests of the Met Office.
- 23.4 The Supplier shall be entitled to terminate on not less than twenty (20) Business Days prior written notice to the Met Office where:

23.4.1 the Met Office has failed to pay an undisputed sum due to the Supplier under this Contract which in aggregate exceeds a sum equal to the mean monthly average of sums due and payable under the Contract during the preceding twelve (12) months and such amount remains outstanding forty (40) Business Days after the receipt by the Met Office of a notice of non-payment from the Supplier. and;

23.4.2 any Services that are materially impacted by a Force Majeure event which affects the Met Office for a continuous period of more than three (3) months pursuant to clause 32.5 of these General Terms.

23.5 The Supplier shall continue to perform all of its obligations under this Contract and shall not suspend the supply of the Services, notwithstanding the existence of an unresolved dispute and/or any failure by the Met Office to pay any Fees, unless the Supplier is entitled to terminate this Contract under this clause 23.4.1 for failure to pay undisputed Fees.

23.6 Unless expressed otherwise in the Commercial Terms, the Met Office shall be entitled to terminate the Contract for convenience at any time by giving the Supplier not less than fourteen (14) days written notice to that effect, in which event the Met Office's sole liability shall be to pay to the Supplier the sums due to it for Services delivered at the time of termination provided always that such payment shall not exceed the Fees payable under the Contract.

24 Consequences of termination

24.1 On expiry or termination of this Contract in its entirety:

24.1.1 subject to any rights and obligations which are expressed to continue pursuant to the terms of this Contract, each party shall, within twenty (20) Business Days of termination, deliver to the other party all documents and materials containing the other party's Confidential Information and (to the extent reasonably practicable) erase the same from its computer systems or, at the other party's written request and option, destroy them and provide evidence of their destruction to the other party;

24.1.2 the parties shall have no further obligations or rights under this Contract, without prejudice to those which have accrued to either party prior to termination or expiry save that clauses 1, 2, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 21, 22, 24, 26, 30, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, and 43 of these General Terms together with those other clauses the survival of which is necessary for the interpretation or enforcement of this Contract or which by their nature can be reasonably interpreted as surviving the expiry or termination of this Contract, shall continue to have effect after such expiry or termination.

24.2 Prior to and following the expiry or termination (for whatever reason) of this Contract in whole or in part (as appropriate), the Supplier shall, and shall procure that the Supplier Personnel shall, co-operate in any tender process conducted by the Met Office for the purposes of selecting any Replacement Supplier and provide any advice, assistance, information or documentation reasonably required by the Met Office to effect a full and orderly handover of the Services to the Met Office and/or its Replacement Supplier.

25 Equality and diversity

25.1 The Supplier shall, and shall procure that Supplier Personnel shall:

25.1.1 comply with any and all applicable equality and anti-discrimination legislation and with the Met Office's then current equality and diversity policy, as may be amended from time to time, which will be provided by the Met Office to the Supplier on the Supplier's written request and which is and/or has been available at: <http://www.metoffice.gov.uk/about-us/jobs/diversity-and-equality>; and

25.1.2 perform its obligations under this Contract in accordance with any other requirements and instructions which the Met Office reasonably imposes in connection with any equality obligations imposed on the Met Office at any time under applicable equality and anti-discrimination law.

25.2 The Supplier shall take all necessary steps, and inform the Met Office of the steps taken, to prevent unlawful discrimination designated as such by any court or tribunal, or the Equality and Human Rights Commission or (any successor organisation).

26 Employees

26.1 The Supplier shall (on receipt of written request from the Met Office) provide a schedule of named individuals who are Supplier Personnel and who are substantially or wholly employed or engaged in the provision of the Services (whether temporarily or permanently and whether under a contract of service or a contract of services).

26.2 The Supplier shall (on receipt of written request from the Met Office) provide details of all remuneration and benefits together with copies of all service contracts and / or contracts for services which apply to the Supplier Personnel who are substantially or wholly employed or engaged in the provision of the Services (whether temporarily or permanently and whether under a contract of service or a contract of services), clearly identifying which contract applies to which individual.

26.3 *The Supplier shall indemnify, keep indemnified, defend (subject to the Met Office's and/or any Replacement Supplier's (as applicable) approval rights over any settlement and right to assume control of such defence at any time) and hold the Met Office, any Replacement Supplier, their employees and agents harmless against all Losses arising from or in connection with any act, omission, obligation or liability of the Supplier, the Met Office, any Replacement Supplier or any of their agents or sub-contractors or any other event occurring before, during or after the expiry or termination of this Contract for which the Met Office or the Replacement Supplier is (or is alleged to be) liable by reason of the operation of the Transfer of Undertakings (Protection of Employment) Regulations 2006 in connection with the termination of this Contract (whether in whole or in part) or otherwise by operation of Applicable Law.*

26.4 The Supplier shall use all reasonable endeavours to minimise the number of changes in Supplier Personnel and bear the programme familiarisation and other costs associated with any replacement of any Supplier Personnel.

27 Environmental

The Supplier shall:

27.1 when working on Met Office premises, perform this Contract in accordance with the Met Office environmental policy, which is committed to the prevention of pollution, reduction of our CO2 emissions, minimise the environmental impacts associated with all activities, products and services of the business;

- 27.2 follow a sound environmental management policy so that its activities comply with all applicable environmental legislation and regulations and that the Services are procured, produced, packaged, delivered and are capable of being used and ultimately disposed of, in ways that are appropriate from an environmental protection perspective;
- 27.3 comply with and maintain and ISO 14000/14001 certification for its environmental management; and
- 27.4 comply with all applicable environmental legislation and other requirements as appropriate to our business, which may apply in the performance of this Contract.

28 Compliance

Health and Safety

- 28.1 The Supplier shall promptly notify the Met Office of any health and safety hazards, which may arise in relation to the provision of the Services.
- 28.2 The Supplier shall inform all Supplier Personnel of all known health and safety hazards at the Premises and shall instruct those persons in relation to any necessary safety measures to be employed.
- 28.3 Whilst on the Premises the Supplier shall (and shall procure that the Supplier Personnel shall):
 - 28.3.1 comply with any health and safety measures implemented by the Met Office and notified to the Supplier including, without limitation, any measures in respect of Met Office personnel and other persons working at the Premises;
 - 28.3.2 ensure there is a minimum amount of disruption to Met Office's operations; and
 - 28.3.3 that if any damage is sustained to the Premises as a result of the Supplier's performance of its obligations under the Contract, the Supplier shall (without prejudice to other rights and remedies available to the Met Office) forthwith reinstate the damaged part or parts of the premises to their previous condition or offer reasonable compensation as the Met Office shall reasonably determine. Any reinstatement is to be subject to the Met Office's final approval.
- 28.4 The Supplier shall notify the Met Office immediately in the event of any incident occurring in the performance of the Services on the Premises where that incident causes any personal injury or any property which could give rise to personal injury.
- 28.5 The Supplier shall (and shall procure that Supplier Personnel shall) take all necessary measures to comply with the requirements of the Health and Safety at Work Act 1974 and any other Applicable Law relating to health and safety which may apply in relation to performance of the Services.

Official Secrets Act and Finance Act

- 28.6 The Supplier shall comply with the provisions of:
 - (a) the Official Secrets Acts 1911 to 1989; and
 - (b) section 182 of the Finance Act 1989.

29 Working at Government Sites and Met Office Premises

- 29.1 Where the Contract requires the Supplier or any of the Supplier Personnel to access a Government Site the following conditions shall apply:
- 29.1.1 the Supplier shall give at least forty-eight (48) hours' notice to the representative of the Met Office notified to the Supplier before attempting to access the Government Site(s);
 - 29.1.2 the Supplier shall comply (and shall ensure that all Supplier Personnel comply) with the Met Office Site Rules, a copy of which will be provided to the Supplier prior to such access being required; and
 - 29.1.3 the Supplier shall ensure that all Supplier Personnel requiring access to Government Site(s) shall complete a security questionnaire and return it to the Met Office prior to accessing the Government Site(s). If the Met Office notifies the Supplier that a member of the Supplier Personnel shall not be granted security clearance to access the Government Site(s) then the Supplier shall replace the applicable member of Supplier Personnel with a suitable alternative.
- 29.2 The Supplier agrees and acknowledges that:
- 29.2.1 the Met Office has not given it any warranty or assurance as to the condition, safety or suitability for any purpose of any Premises or Government Site(s) and that, to the extent permitted by Applicable Law, access to and use of such Premises or Government Site(s) is at the Supplier's risk, and the Supplier shall be responsible for the health and safety of all Supplier Personnel at such Premises or Government Site(s);
 - 29.2.2 neither it nor any of the Supplier Personnel shall at any time ever be entitled to exclusive possession of any Premises or Government Site(s) or any part of them to any other property from time to time owned or occupied by the Met Office;
 - 29.2.3 the Met Office may restrict the access of the Supplier and Supplier Personnel to and use of facilities at any Premises or Government Site(s) which the Met Office, in its sole discretion, considers sensitive to the business or operations of the Met Office.
- 29.3 All of the Supplier's property located on Premises or Government Site(s) shall remain at the sole risk and responsibility of the Supplier, except that the Met Office shall be liable for the loss of or damage to any of Supplier's property located on any Premises or Government Site(s) which is due to the negligent act or omission of the Met Office.

30 Dispute Resolution

- 30.1 Any disputes or disagreements in relation to the Contract will be resolved in the following way:
- 30.1.1 by discussion between the Designated Representatives (acting reasonably and in good faith with a view to resolving the dispute or disagreement);
 - 30.1.2 if no agreement is reached within ten (10) days of the meeting referred to in clause 30.1.1 of these General Terms the dispute or disagreement shall be escalated to the Head of Procurement at the Met Office (or such other person as is notified to the

Supplier by the Met Office in writing) and a representative of the Supplier of comparable rank to meet in good faith with a view to resolving the dispute or disagreement;

30.1.3 if no agreement is reached within ten (10) days of the meeting referred to in clause 30.1.2 of these General Terms the dispute shall be escalated to the Chief Financial Officer of the Met Office (or such other person as is notified to the Supplier by the Met Office in writing) and a representative of the Supplier of comparable rank to meet in good faith with a view to resolving the dispute or disagreement;

30.1.4 if no agreement is reached within ten (10) days of the meeting referred to in clause 30.1.3 of these General Terms the dispute shall be referred to mediation in accordance with clause 30.2 of these General Terms.

30.2 The parties will attempt to settle the dispute by mediation in accordance with the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure. Unless otherwise agreed between the parties, the mediator will be nominated by CEDR. To initiate the mediation a party must give notice in writing (ADR notice) to the other party to the dispute requesting mediation. A copy of the request should be sent to CEDR Solve. The mediation will start not later than thirty (30) days after the date of the ADR notice.

30.3 If the parties are unable to reach a settlement in the negotiations at the mediation, and only if both parties so request and the Mediator agrees, the Mediator shall produce for the parties a non-binding recommendation on terms of settlement. This shall not attempt to anticipate what a court might order but shall set out what the Mediator suggests are appropriate settlement terms in all of the circumstances.

30.4 Any settlement reached in the mediation shall not be legally binding until it has been reduced to writing and signed by, or on behalf of, the parties (in accordance with clause 35 of the General Terms where appropriate). The Mediator shall assist the parties in recording the outcome of the mediation.

30.5 If and to the extent that the parties do not resolve any dispute in the course of any mediation, either party may commence or continue court proceedings in respect of such unresolved dispute.

30.6 Nothing in this clause 30 shall prevent either party from instigating legal proceedings where an order for an injunction, disclosure or legal precedent is required.

31 Assignment and Subcontracting

31.1 The Supplier shall not, without the prior written consent of the Met Office (such consent not to be unreasonably conditioned, withheld or delayed), assign, transfer or deal in any other manner with this Contract or any of its rights and obligations under or arising out of the Contract, or purport to do any of the same.

31.2 Unless expressly provided for in the Commercial Terms the Supplier shall not sub-contract or delegate in any manner any or all of its obligations under the Contract to any third party without the prior written consent of the Met Office (such consent not to be unreasonably withheld or delayed).

31.3 Sub-contracting any part or all of the Contract shall not relieve the Supplier of any obligation or duty attributable to him under the Contract and the Supplier shall remain responsible for all acts and

omissions of its sub-contractors and assignees and the acts and omissions of (i) those employed or engaged by its sub-contractors and assignees (ii) the Supplier Personnel as if they were its own.

31.4 The Supplier shall:

- 31.4.1 advertise all sub-contract opportunities arising after the Commencement Date from or in connection with the provision of the Services with a value in excess of £25,000 that arise during the Services Term on Contracts Finder. Such advert shall provide a full and detailed description of the sub-contract opportunity with each of the mandatory fields being completed;
- 31.4.2 within ninety (90) days of awarding a sub-contract to a sub-contractor, update the notice on Contracts Finder with details of the successful sub-contractor and whether they are a Small and Medium sized Enterprise or a Voluntary, Community and Social Enterprise;
- 31.4.3 monitor the number, type and value of the sub-contract opportunities placed on Contracts Finder advertised and awarded in its supply chain during the Services Term;
- 31.4.4 provide reports on the information at clause 31.4.3 to the Met Office in the format and frequency specified by the Met Office; and
- 31.4.5 promote Contracts Finder to its approved suppliers and encourage company registration.

Notwithstanding this clause, the Met Office may by giving its approval, agree that a sub-contract opportunity is not required to be advertised on Contracts Finder. The circumstances in which the Met Office may give such consent may include situations where the Supplier can demonstrate that there are no sub-contract opportunities arising from the Contract.

31.5 The Met Office may:

- 31.5.1 assign, novate or otherwise dispose of any or all of its rights and obligations under this Contract to any other Contracting Authority; or
- 31.5.2 novate this Contract to any other body which substantially performs any of the functions that previously had been performed by the Met Office. If this transfer increases the burden of the Supplier's obligations under this Contract the Supplier shall be entitled to any increase in the Fees that is reasonable by way of compensation and which can be agreed in good faith by the parties,

and the Supplier shall, at the Met Office's request, enter into a novation agreement in such form as the Met Office shall reasonably specify in order to enable the Met Office to exercise its rights pursuant to this clause.

31.6 A change in the legal status of the Met Office shall not affect the validity of this Contract and this Contract shall be binding on any successor body to the Met Office.

31.7 Where the Met Office has consented to the placing of sub-contracts, copies of each subcontract placed shall be sent to the Met Office by the Supplier within two (2) working days of the execution of the sub-contract. The Supplier shall include in all sub-contracts, provisions having the same effects as clauses 7.1 to 7.10, 7.12 and 31.4 of these General Terms and requiring the subcontractor to include in any of its sub-contracts awarded relating to these Services, provisions having the same effects as 7.1 to 7.10, 7.12 and 31.4 of these General Terms and this clause 31.7.

32 Force Majeure

- 32.1 Notwithstanding anything else contained in this Contract, **PROVIDED THAT** the affected party **HAS COMPLIED WITH THE PROVISIONS OF** clauses 32.2 to 32.3, neither party shall be liable to the other for any loss arising from any failure or delay in performing its obligations hereunder for as long as and only to the extent that such failure or delay is directly caused by Force Majeure. Where, as a result of a Force Majeure, the Supplier fails to perform its obligations in accordance with this Contract the Supplier shall be entitled to receive payment of the Fees (or a proportional payment of them) only to the extent that the Services (or part of thereof) continue to be performed in accordance with the terms of this Contract during the occurrence of the Force Majeure.
- 32.2 Notwithstanding the foregoing in clause 32.1, this Contract will remain in full force and effect for the duration of the Force Majeure subject to clause 32.5 and the affected party shall use all reasonable endeavours to perform or resume performance of its obligations hereunder for the duration of the Force Majeure.
- 32.3 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 part it shall promptly notify the other party of details of the Force Majeure, its effect on the obligations of the affected party, the likely duration of the delay and any action the affected party proposes to take to mitigate its effect. The affected party shall use all reasonable efforts to prevent and mitigate the effects of the Force Majeure on the performance of its obligations hereunder. The parties shall, shortly after the Force Majeure starts and at regular intervals during the Force Majeure, consult in good faith and use reasonable endeavours to agree any steps to be taken and an appropriate timetable in which those steps should be taken, to enable continued provision of the Services affected by the Force Majeure. Where the Supplier is the affected party, it shall take all steps in accordance with Good Industry Practice to overcome or minimise the consequences of the Force Majeure.
- 32.4 Immediately after the end of the Force Majeure the affected party shall notify the other party in writing that the Force Majeure has ended and shall resume performance of its obligations under this Contract.
- 32.5 If either party is prevented from performance of substantially all of its obligations by Force Majeure for a continuous period of more than three (3) months in total, the non-affected party may terminate this Contract or the affected Services pursuant to clauses 23.2.3 or 23.4.2 of these General Terms (as appropriate), in which case neither party shall have any liability to the other except that rights and liabilities which accrued prior to such termination shall continue to subsist.

33 Relationship of the Parties

Except as expressly provided otherwise in this Contract, nothing in this Contract, nor any actions taken by the parties pursuant to this Contract, shall create a partnership, joint venture or relationship of employer and employee or principal and agent between the parties, or authorise either party to make representations or enter into any commitments for or on behalf of any other party.

34 Notices

- 34.1 Any notice or other communication required to be given under the Contract shall be in writing and shall be delivered personally, or sent by pre-paid first class post, first class recorded delivery, special delivery or by commercial courier, to each party required to receive the notice or communication at its address as set out below or as otherwise specified by the relevant party by notice in writing to each other party:

Party	Address	For the attention of:
The Met Office	FitzRoy Road Exeter Devon EX1 3PB	The Met Office's Designated Representative with a copy to the Met Office's Head of Procurement.
The Supplier	As per the Commercial Terms	The name of the Supplier's Designated Representative set out in the Commercial Terms.

- 34.2 Any notice or other communication shall be deemed to have been duly received:
- 34.2.1 if delivered personally, when left at the address and for the contact referred to in this clause 34; or
 - 34.2.2 if sent by pre-paid first class post, at 9.00 am on the second Business Day after posting; or
 - 34.2.3 if delivered by first class recorded delivery, special delivery or commercial courier, on the date and at the time that the Royal Mail or courier's delivery receipt is signed.
- 34.3 A notice or other communication required to be given under the Contract shall not be validly given if sent by e-mail.
- 34.4 The provisions of this clause 34 shall not apply to the service of any proceedings or other documents in any legal action.

35 Variation

- 35.1 No variation of the Contract shall be effective unless it is in writing and signed by a duly authorised representative of each of the Met Office and the Supplier. For the avoidance of doubt, no variation of this Contract shall be valid if made by email.
- 35.2 A written agreement to vary the Contract shall be set out in the form of the Variation Order, which is appended to the Contract at Annex A.
- 35.3 Where appropriate, the Met Office shall issue a serially numbered purchase order relating to the Variation Order within five (5) working days of a Variation Order being executed.
- 35.4 Where an amendment to the Contract involves a change in the Fees, the change shall be agreed prior to any authority to proceed being given by the Met Office. Any work that the Supplier may undertake before such authority to proceed shall be at the Supplier's risk.
- 35.5 Unless expressly so agreed, no modification or variation of this Contract shall constitute or be construed as a general waiver of any provisions of this Contract, nor shall it affect any rights, obligations or liabilities under this Contract which have already accrued up to the date of such modification or waiver, and the rights and obligations of the parties under this Contract shall remain in full force and effect, except and only to the extent that they are so modified or varied.

36 Entire Agreement

- 36.1 The Contract constitutes the whole agreement and understanding between the Met Office and the Supplier and supersedes any previous arrangement, understanding or agreement between them relating to the subject matter of the Contract.
- 36.2 Each of the parties acknowledges and agrees that in entering into this Contract it has not relied on any statement, representation, warranty, understanding, undertaking, promise or assurance of any person other than as expressly set out herein. Each party irrevocably waives all claims, rights and remedies which but for this clause 36 it might otherwise have had in relation to any of the foregoing.
- 36.3 Nothing in this clause shall limit or exclude any liability for fraud, fraudulent misrepresentation or fraudulent misstatement.

37 Rights of Third Parties

Save as expressly stated, a person who is not a party to the Contract shall not have any rights under or in connection with it by virtue of the Contracts (Rights of Third Parties) Act 1999 but this does not affect any right or remedy of a third party which exists, or is available, apart from that Act.

38 Waiver and Cumulative Remedies

- 38.1 The rights and remedies under this Contract may be waived only by written notice and in a manner that expressly states that a waiver is intended. A failure or delay by a party in ascertaining or exercising a right or remedy provided under this Contract or by Applicable Law shall not constitute a waiver of that right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
- 38.2 Unless otherwise provided in this Contract, rights and remedies under this Contract are cumulative and do not exclude any rights or remedies provided by Applicable Law, in equity or otherwise.

39 Severance

If any provision of the Contract (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of the Contract, and the validity and enforceability of the other provisions of the Contract shall not be affected.

40 Publicity

The Supplier shall not make, or permit any person to make, any public announcement concerning the Contract or use the Met Office's name or brand in any promotion or marketing or announcement of this Contract without the prior written consent of the Met Office except as required by Applicable Law or any governmental or regulatory authority or by any court or other authority of competent jurisdiction.

41 Non solicitation

The Supplier shall not, except with the prior written consent of the Met Office, directly or indirectly solicit or entice away (or attempt to solicit or entice away) from the employment of the Met Office any person employed or engaged by the Met Office at any time during the Services Term or for a further period of six (6) months after the expiry or termination of this Contract other than by means of a national advertising campaign open to all comers and not specifically targeted at any of the staff of the other party. The Supplier shall procure equivalent obligations from all sub-contractors engaged in relation to the provision of the Services.

42 Further Assurance

Each party undertakes at the request of the other, and at the cost of the requesting party to do all acts and execute all documents which may be reasonably necessary to give effect to the meaning of this Contract.

43 Law and Jurisdiction

43.1 The Contract shall be governed by and construed in accordance with the laws of England and Wales.

43.2 The parties irrevocably agree that, subject to clause 30, the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with the Contract or its subject matter.