

General terms and conditions for Consultancy services

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- q) **'Premises'** shall mean Napier House, Trafalgar Place, Brighton, BN1 4DW or such other premises notified by the Authority to the Consultant.
- r) **'Processing'** shall have the meaning given to it in the Data Protection Act 1998, and **'Process'** and **'Processed'** shall be construed accordingly.
- s) **'Project IPR'** means any and all Intellectual Property Rights that arise or are obtained or developed by the Consultant in the course of performing, or in connection with, the Services.
- t) **'Project Manager'** means the person or persons appointed by the Authority to manage the Services, as notified by the Authority to the Consultant.
- u) **'Service Specification'** means the service specification for the Services set out in Schedule 1 (Form of Tender).
- v) **'Services'** means all services (including the provision of any goods, materials or articles) which the Consultant is required to provide under the Contract as described in the Service Specification.
- w) **'VAT'** means value added tax imposed in any member state of the European Union pursuant to Council Directive (EC) 2006/112 on the common system of value added tax, and national legislation implementing that Directive or any predecessor to it, or to that Directive, or any similar tax which may be substituted for or levied in addition to it or any value added, sales, turnover or similar tax imposed in any country that is not a member of the European Union.
- x) **'Working Day'** shall mean a day (other than a Saturday or Sunday) on which banks are open for general business in the City of London.

1.2 In this Contract:

- a) Unless the context otherwise requires, the singular includes the plural and vice versa.
- b) Headings and use of bold type face shall not affect the interpretation of the Contract.
- c) References to any enactment shall include references to such enactment as it may, after the date of this Contract, from time to time be amended, supplemented or re-enacted.
- d) A reference to a clause, sub-clause, paragraph or sub-paragraph is, unless indicated to the contrary, a reference to a clause, sub-clause, paragraph or sub-paragraph of this Contract.
- e) References to the word 'include' or 'including' are to be construed without limitation.
- f) Any reference to the masculine gender includes the feminine and neuter genders where appropriate.

2. Payment

- 2.1 Subject to the remainder of this clause 2, the Authority shall pay the Charges in respect of Services which have been completed in accordance with this Contract and approved in

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writing by the Authority within thirty (30) days after the receipt by the Authority of a valid invoice, which the Consultant was entitled to submit under this clause 2, for such Charges.

- 2.2 In addition to the Charges, the Authority shall reimburse the Consultant for reasonable expenses incurred by the Consultant in the course of performing the Services in accordance with the expenses policy set out in Part C of this Schedule 4, provided that:
- a) expenses shall not be invoiced separately but shall instead be shown as a separate item as part of the invoice submitted to the Authority for payment within 6 months after the date of the relevant receipt; and
 - b) the Consultant has furnished the Authority with reasonable supporting documentation in relation to the relevant expense. The Consultant shall be solely responsible for maintaining adequate records of expenses incurred.
- 2.3 In the event that the Authority disputes any part of an invoice, the Authority shall pay the undisputed amount inclusive of VAT. Both parties shall make every effort to resolve any such disputes and the Authority shall pay any balance as soon as is practicably possible following the resolution of the relevant dispute.
- 2.4 The Consultant shall be entitled to submit invoices for provision of the Services monthly in arrears. The Consultant shall submit clearly labelled invoices with the relevant purchase order reference, other relevant information (including any timesheets or other information required by the Authority to justify the Charges invoiced) and clearly addressed to the Authority's Finance team to aid the invoice matching and payment process. Failure to do so may result in late payment for which the Authority will not be held liable.
- 2.5 The Consultant shall ensure that VAT, where applicable, shall be shown separately on all invoices submitted pursuant to the Contract as a strictly net extra charge to make each such invoice a valid tax invoice for VAT purposes.
- 2.6 The Authority shall be entitled to deduct from any payment otherwise due to the Consultant any sum that is due to the Authority under this Contract.

3. Performance and obligations of the Consultant

- 3.1 The Consultant shall carry out the Services in accordance with the Service Specification and the terms of the Contract. Unless otherwise specified in the Contract, the Consultant undertakes that the design, workmanship and materials used will be fit to achieve the purpose for which the Services are required, either as specified by the Authority expressly in the Contract or as may be implied from the Contract. The Consultant shall exercise all reasonable skill, care and diligence in the performance and discharge of the Services.
- 3.2 The Consultant shall provide all supervision, labour, materials, transport, plant, tools, equipment and facilities necessary to perform the Services in accordance with the Contract.
- 3.3 The Consultant shall provide the Services in accordance with the programme of tasks set out in Schedule 2 (Delivery Plan), subject to any reasonable variations to this as required by the Authority. The Consultant shall proceed with the carrying out of the Services regularly, diligently and shall meet any dates related to the performance of the Services (or any part of the Services) included in the Contract.

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- 3.4 Unless otherwise provided for the Consultant shall not deliver any items to the Premises or remove any items belonging to the Authority from the Premises without having first obtained written permission from the Authority. The Consultant shall maintain written records of all items so delivered or removed.
- 3.5 With effect from the Commencement Date, the Consultant shall be deemed to have inspected the Premises and to have satisfied itself of the conditions and all circumstances affecting the Premises and the carrying out of the Services. Accordingly, the Consultant shall not be entitled to bring any claim for additional payment or an extension of time for performance of the Services on the grounds of any matter relating to the Premises or as to the circumstances or conditions under which the Services are to be provided, except where such matter, circumstance or condition has arisen after the Commencement Date and could not have been reasonably foreseen by the Consultant.
- 4. Consultant's staff**
- 4.1 The Consultant must employ sufficient staff to ensure that the Services are provided in accordance with the Service Specification at all times. The Consultant must ensure that a sufficient reserve of staff is available to provide the Services during planned and unplanned staff absences.
- 4.2 The Consultant must employ for the purposes of this Contract only such persons as are careful, skilled and experienced in the duties required of them, and must ensure that every such person is properly and sufficiently trained and instructed and carries out the Services with regard to (and in compliance with):
- a) the task that person has to perform;
 - b) all relevant provisions of the Contract;
 - c) all relevant rules, policies, procedures and standards of the Authority;
 - d) fire risks and fire precautions;
 - e) the need to observe the highest standards of hygiene, courtesy and consideration; and
 - f) the requirements of the Health and Safety at Work Act 1974 and other relevant legislation and codes of practice.
- 4.3 The Consultant must provide all of its staff attending the Premises with a form of identity acceptable to the Authority and must ensure that they display that identity on their clothing at all times when they are on the Premises.
- 4.4 The Consultant must ensure that its staff do not smoke on the Premises except where smoking is expressly permitted.
- 4.5 The Authority shall be entitled, but not unreasonably or vexatiously, to require the Consultant, by notice in writing, to remove from the provision of the Services any employee of the Consultant specified in such notice. The Consultant shall forthwith remove such employee from the provision of the Services, and shall as soon as practicable provide a replacement unless otherwise agreed by the Authority.

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- 4.6 The Consultant must remove any of its staff from the Premises if on grounds of efficiency or public interest (or under clause 6.3) the Authority requests it to do so.
- 4.7 The Consultant shall comply with clause 5 any staff vetting procedures notified in writing to the Consultant by the Authority in respect of all Consultant personnel employed or engaged in the provision of the Services. Where Consultant personnel employed or engaged in the provision of the Services have not been vetted to the standard set out in such staff vetting procedures, the Authority may require that such personnel immediately cease providing the Services or any part thereof.
- 4.8 If the Consultant uses persons other than its employees to perform the Services, the Consultant shall be fully responsible for the work performed by such persons and the provisions of the Contract shall apply to such persons as if they were members of the Consultant's staff.

5. Vetting

- 5.1 The Consultant hereby confirms that all personnel employed or engaged by, or on behalf of, the Consultant in the provision of the Services at the Commencement Date were vetted and recruited on a basis that is equivalent to and no less strict than the Personnel Vetting Procedures and throughout the Term the Consultant shall comply with the Personnel Vetting Procedures in respect of all personnel employed or engaged in the provision of the Services.
- 5.2 The Consultant shall provide to the Project Manager, prior to the commencement of the Services, such information as is reasonably required by the Authority to ensure that all individuals involved in the provision of the Services have already satisfied, or can satisfy, the Personnel Vetting Procedures. Such information may include the full name (including former or maiden names or any other names used), place and date of birth and current address of each relevant individual. Where the Personnel Vetting Procedures reveal that any individual proposed by the Consultant to provide the Services may not be considered suitable for employment on the Authority's Premises, the Authority reserves the right to reject such person's involvement in the Services without disclosing reasons for doing so.
- 5.3 The Consultant shall be required to provide documentary evidence of their (or their employees') eligibility to work in the UK. The Authority will not be held responsible for securing work permits for applicants who come from overseas.

6. Access for the Consultant

- 6.1 The Authority shall give the Consultant access to the Premises for the purpose of carrying out the Services at such times as may be specified in the Contract or, if not so specified, as may reasonably be required by the Consultant to carry out the Services in accordance with the Contract.
- 6.2 While on the Premises, the Consultant shall comply strictly with all applicable statutory enactments and regulations, the Authority's applicable policies and procedures (copies of which are available to the Consultant on request) and instructions from the Authority.

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6.3 The Authority shall have the right to require the Consultant to remove immediately from the Premises any employee of the Consultant or other individual engaged in the provision of the Services who has:

- a) failed to comply with any of the applicable enactment's, regulations, policies, procedures or instructions; or
- b) in the sole opinion of the Authority has not conducted himself appropriately or been negligent or incompetent,

without thereby incurring any responsibility to the Consultant for any additional costs or time.

6.4 The Consultant shall be solely responsible for the suitability and safety of any equipment or tools used by the Consultant's staff and shall not use any equipment or tools, which may be unsuitable, unsafe, or likely to cause damage. The Authority may inspect any such equipment or tools at any time and may require the Consultant to remove from the Premises, any equipment or tools which in the sole opinion of the Authority are unsuitable, unsafe, or likely to cause damage and replace the same, without incurring any responsibility to the Consultant for additional cost or time.

6.5 Without relieving the Consultant of its duty to deliver the Services, the Authority reserves the right to refuse any employee of the Consultant or other individual engaged in the provision of the Services access to the Premises where, in the Authority's absolute discretion, such person's behaviour is unacceptable or they have not satisfied or been subject to the relevant checks referred to in clauses 4 and 5.

7. Sub-contracting and assignment

7.1 Neither party shall assign, charge, pledge, transfer or sub-contract any of its obligations under, or any part of, the Contract without the prior written consent of the other party, which shall not be unreasonably withheld or delayed.

7.2 Notwithstanding clause 7.1, if:

- a) a receiver, administrative receiver, administrator or similar officer is appointed over all or any part of the Equipment or undertaking of the Consultant and is not discharged within fifteen (15) days of such appointment;
- b) the Consultant makes an assignment for the benefit of, or a composition with, its creditors or another arrangement of similar import; or
- c) proceedings under any bankruptcy or insolvency law are commenced by the Consultant or are commenced against it,

the Authority shall be at liberty to give such receiver, liquidator or other relevant person the option of carrying out the Services in accordance with the terms of the Contract, subject to their providing a guarantee for the due and faithful performance of the Services in accordance with the terms of the Contract up to an amount to be agreed.

7.3 The exercise of rights under this clause 10 shall not prejudice any existing right or obligations of either party.

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8. Progress and inspection

- 8.1 The Authority shall have the right to inspect the provision of Services at any time whether on the Premises or in the works of the Consultant and to reject any aspect of the Services which is not in accordance with the Contract. Without prejudice to any other rights or remedies available to the Authority, the Consultant shall forthwith re-perform any aspect of the Services so rejected. Any such inspection or testing shall not relieve the Consultant of any of its obligations under the Contract.

9. Confidentiality

- 9.1 Any party receiving Confidential Information from the other (**'Receiving Party'**) shall (except as may be subsequently agreed in writing by the party disclosing the Confidential Information (**'Disclosing Party'**)) at any time after the Commencement Date:
- a) keep all Confidential Information of the Disclosing Party strictly confidential and not disclose any part of it to any other person without the Disclosing Party's prior written consent and then only under conditions of confidentiality no less onerous than those contained in the Contract;
 - b) act in good faith at all times in relation to the Disclosing Party's Confidential Information, and will not use any of the Disclosing Party's Confidential Information for any purpose other than the performance of the Contract;
 - c) use the same degree of care to protect the Disclosing Party's Confidential Information as it uses to protect its own confidential information of a similar nature, being at least a reasonable degree of care;
 - d) only disclose the Disclosing Party's Confidential Information to its professional advisers, its officers and employees who have a need to have access to the Disclosing Party's Confidential Information for the performance of their work with respect to the Contract, and who are bound by a written agreement or professional obligation to protect the confidentiality of the Disclosing Party's Confidential Information provided that the Receiving Party shall retain full liability for any act or omission of any person to whom Confidential Information is disclosed under this clause 9.1 which would have constituted a breach by that person of the terms of the Contract had such person been a party to it; and
 - e) promptly advise the Disclosing Party of any unauthorised use or disclosure of the Disclosing Party's Confidential Information of which it becomes aware.
- 9.2 The restrictions set out in clause 9.1 shall not apply with respect to Confidential Information which:
- a) is known to the Receiving Party before disclosure directly or indirectly by the Disclosing Party, and is not subject to any obligation of confidentiality;
 - b) is or becomes publicly known through no act or default on the part of the Receiving Party;
 - c) is obtained by the Receiving Party from a third party in circumstances where the Receiving Party has no reason to believe that there has been a breach of a duty of confidence; or

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- d) is independently developed by the employees, agents or sub-contractors of the Receiving Party without access to the Disclosing Party's Confidential Information.
- 9.3 The restrictions in this clause 9 do not apply to the extent (and only to the extent) that any Confidential Information is required to be disclosed by the Receiving Party by any law or regulation, judicial or governmental request or order provided that to the extent the Receiving Party is permitted by law:
- a) the Receiving Party must inform the Disclosing Party, within a reasonable time after being required to make the disclosure, of the requirement to disclose and the Confidential Information required to be disclosed; and
- b) the Receiving Party must take all reasonable steps to (i) minimise the disclosure required of the Disclosing Party's Confidential Information and (ii) where possible ensure the continued confidentiality of the Confidential Information disclosed.
- 9.4 All Confidential Information shall remain the property of the Disclosing Party, and (subject to clause 25) the Receiving Party shall not acquire any Intellectual Property Rights or other rights in the Disclosing Party's Confidential Information by virtue of the Contract, except for the right to use it in accordance with the terms of this Contract.
- 9.5 The parties acknowledge that the Authority is subject to the FoIA and, notwithstanding anything to the contrary in the Contract, may be obliged to disclose any information (including Confidential Information) which it holds in response to a request received under that Act and such disclosure shall in no circumstances be deemed to be a breach of the Contract.
- 9.6 Nothing in this clause 9 shall be deemed or construed to prevent the Authority from disclosing any Confidential Information obtained from the Consultant to any other contracting authority (as defined in the Public Contracts Regulations 2006), provided that the Authority has required that such information is treated as confidential by such contracting authorities and their employees, including requiring employees to enter into a confidentiality agreement prior to disclosure of the Confidential Information, whereupon the Authority shall have no further liability for breach of confidentiality in respect of such contracting authorities. All contracting authorities in receipt of such Confidential Information shall be considered as parties to this Contract within Section 1 of the Contracts (Rights of Third Parties) Act 1999 for the purpose only of being entitled to further disclose the Confidential Information to other contracting authorities on such terms.
- 9.7 Nothing in this clause 9 shall prevent the Consultant or the Authority from using data processing techniques, ideas and know-how gained during the performance of this Contract in the furtherance of its normal business, to the extent that this does not relate to a disclosure of Confidential Information or an infringement by the Authority or the Consultant of any Intellectual Property Rights.

10. Termination

- 10.1 Without prejudice to any other provisions of this Contract, this Contract may be terminated:
- a) immediately upon notice by the Authority if the Consultant is in breach of this Contract and fails to remedy such breach within seven (7) days of receipt of notice thereof in writing or such longer period as may be reasonable in the circumstances;

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- b) immediately upon notice by either party if the other party becomes bankrupt or makes any composition or arrangement with his creditors or has a proposal in respect of his company for a voluntary arrangement for a composition of debts or scheme of arrangement approved in accordance with the Insolvency Act 1986 or has an application made under the Insolvency Act 1986 in respect of his company to the court for the appointment of an administrator or has a winding up order made or (except for the purposes of reconstruction) a resolution for voluntary winding up passed or a receiver or manager of his business or undertaking is duly appointed or has an administrative receiver, as defined in the Insolvency Act 1986 appointed or possession is taken by or on behalf of any creditor of any property the subject of a charge;
- c) under clause 18.2;
- d) under clause 25.9;
- e) under clause 32.2;
- f) under clause 37;
- g) under clause 41.2; or
- h) for any breach by the Consultant of clause 42 or if the Consultant otherwise fails to comply with The Pensions Act 2004.

11. Effect of termination

- 11.1 The expiry or termination of this Contract shall be without prejudice to any rights or remedies available to, or any obligations or liabilities accrued to, either party at the effective date of termination.
- 11.2 Upon termination of this Contract for any reason:
 - a) the Consultant will be paid the Charges and expenses in accordance with this Contract on a proportional basis for Services performed up to and including the effective date of termination;
 - b) where any Charges have been paid for Services not performed prior to the effective date of termination, the Consultant shall repay to the Authority an amount equal to the sum of such Charges and any duties or taxes paid by the Authority to the Consultant in respect of such Charges;
 - c) each party shall immediately deliver to, or dispose of as directed by, the other party any and all materials and property belonging or relating to the other party, including all Confidential Information, and all copies of the same, then in its possession, custody or control, and shall certify in writing to the other party that the same has been done, provided that each party shall be entitled to retain one copy of such information if and solely to the extent required for the purposes of satisfying any of its audit and regulatory requirements; and
 - d) the Consultant shall deliver to the Authority all materials developed in performance of the Services then in the Provider's possession or control whatever their state of

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development at that time, and all materials and information reasonably required by the Authority to complete any partially completed materials and continue delivery of the Services itself or through another third party.

- 11.3 Provisions of the Contract which either are expressed to survive its expiry or termination or from their nature or context it is contemplated that they are to survive such expiry or termination, shall remain in full force and effect notwithstanding such expiry or termination.

12. Costs

- 12.1 Each party shall bear its own costs with regard to the finalisation of this Contract prior to its execution.

13. Indemnity

- 13.1 The Consultant shall indemnify and keep indemnified the Authority against any liability, loss, costs, expenses, claims or proceedings whatsoever arising under any statute or at common law in respect of:

- a) any loss or damage to property (whether real or personal); and
- b) any injury to any person, including injury resulting in death

in any way arising out of the provision of the Services by the Consultant, its employees or any other individual engaged in the provision of the Services except insofar as such loss, damage or injury shall have been caused by negligence on the part of the Authority, its employees or agents (not being the Consultant or employed by the Consultant).

14. Insurance

- 14.1 Subject to the requirements (if any) set out in Schedule 12 (Insurance), without prejudice to its liability to indemnify the Authority under clause 13 the Consultant shall throughout the Contract Period maintain the following insurances with a reputable insurance company:

- a) third party insurance against all loss of and damage to property and injury to persons (including death) under which the cover shall not be less than £10,000,000 in respect of any one incident; and
- b) professional indemnity insurance under which the cover is not less than £500,000 in respect of any one incident and shall maintain such cover for six (6) years after the end of the Contract for all claims to which this clause applies.

- 14.2 The Consultant shall upon request made from time to time produce to the Authority documentary evidence that the insurances required by clauses 14.1(a) and 14.1(b) are properly maintained.

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15. Severance of terms

15.1 If any provision contained in this Contract is held by any competent authority to be invalid or unenforceable in whole or in part, it shall insofar as it is severable from the remainder of the Contract, be deemed to be omitted from the Contract and the validity of the other provisions contained in this Contract and the remainder of the provision in question shall not be affected thereby.

16. Entire agreement

16.1 This Contract contains or expressly refers to the entire agreement between the parties with respect to the subject matter hereof and expressly excludes any warranty, condition or other undertaking implied at law or by custom and supersedes all previous agreements and understandings between the parties, and each party acknowledges and confirms that it does not enter into this Contract in reliance on any representation warranty or other undertaking not fully reflected in the terms of this Contract.

17. Amendments

17.1 Any amendments to this Contract shall be made in writing and signed by authorised signatories of the parties hereto.

18. Variations and Change Control

18.1 In the event that the Authority shall require any reasonable alteration or addition to or omission from the Services or any part thereof (hereinafter referred to as a '**Variation**'), the Consultant shall state in writing the effect such Variation will have on the Services and what adjustment, if any, will be required to the Charges. The Consultant shall furnish such details within fourteen (14) days after receipt of the Authority's written request or such other period as may be agreed.

18.2 In the event that the Consultant is unable to accept the Variation or where the parties are unable to agree a change in the Charges, the Authority may:

- a) allow the Consultant to fulfil its obligations under the Contract without the variation; or
- b) acting reasonably, terminate the Contract with immediate effect upon giving notice to the Consultant.

18.3 The Consultant shall be obliged to satisfy the Authority as to the reasonableness of the extra costs or savings resulting from Variations under this clause 18.

18.4 The Consultant shall not vary the Services in any respect unless instructed in writing to do so by the Authority.

18.5 No Variation shall be binding unless it has been agreed in writing and signed by authorised representatives of each party.

18.6 The provisions of this clause 18 are subject to the requirements (if any) set out in Schedule 6 (Change Control),

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19. Disputes

- 19.1 The parties each agree that they will attempt in good faith to resolve any claim or dispute arising out of or in connection with the Contract promptly through negotiations between their respective senior executives and management. If the parties are unable to resolve the dispute or claim in accordance with this clause 19.1, either party may commence proceedings in accordance with clause 38.
- 19.2 Nothing in this clause 19 shall prevent either party from applying at any time to the court for injunctive relief on the grounds of infringement, or threatened infringement, of the other party's obligations of confidentiality contained in this Contract or infringement, or threatened infringement, of the applicant's Intellectual Property Rights.

20. Health and safety

- 20.1 The Consultant shall at all times comply with the requirements of the Health and Safety at Work Act 1974 and of any other acts, regulations, orders or rules of law pertaining to health and safety.
- 20.2 The Consultant shall provide a copy of its relevant safety policy to the Authority within seven (7) days after the Commencement Date. The Consultant shall forthwith nominate a person to be responsible for health and safety matters relating to the Contract. Whilst on the Premises, the Consultant shall ensure that its employees and other individuals engaged in the provision of the Services comply with the Authority's general statement of safety policy and with the lawful requirements of the Authority's health and safety representative.
- 20.3 The Authority shall be able to suspend the provision of the Services or part thereof in the event of non-compliance by the Consultant with this clause 20. The Consultant shall not resume provision of the Services or such part until the Authority is satisfied that the non-compliance has been rectified. In respect of any such period of suspension the Consultant shall not be entitled to payment of the Services or part of the Services suspended and shall reimburse to the Authority any costs incurred by the Authority in provision of Services.
- 20.4 The Consultant shall indemnify the Authority against all actions, suits, claims, demands, losses, charges, costs and expenses which the Authority may suffer or incur as a result of or in connection with any breach of this clause 20.

21. Contracts (Rights of Third Parties) Act 1999

- 21.1 To the extent that this Contract is expressed to confer rights or benefits on a party who is not a party to this Contract, that party shall by virtue of the Contracts (Rights of Third Parties) Act 1999, be entitled to enforce those rights as if it was a party to this Contract. For the avoidance of doubt the consent of any person other than the Authority (or the Consultant, as the case may be) is not required to vary or terminate this Contract.
- 21.2 Except as provided in clause 21.1, a person who is not a party to this Contract shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Contract. This clause 21.2 does not affect any right or remedy of any person that exists or is available otherwise than pursuant to the Contracts (Rights of Third Parties) Act 1999.

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22. Non-discrimination

22.1 The Consultant shall:

- a) comply with and maintain policies to ensure that it complies with its and the Authority's statutory obligations under the Equality Act 2010, and not unlawfully discriminate against any person in decisions to recruit, train, promote, discipline, or dismiss or in the provision of the Services (whether in relation to marital status, colour, race, gender, religious belief, sexual orientation, nationality (including citizenship), on the grounds of their disability or otherwise);
- b) comply with the Authority's reasonable requirements from time to time in relation to the elimination of unlawful discrimination and promotion of equality, opportunity and good relations between persons of different racial groups to the extent necessary to ensure compliance with the provisions of the Equality Act 2010;
- c) provide such information as the Authority may reasonably require for the purpose of assessing the Consultant's compliance with this clause 22 including, if requested, recruitment advertisements or other literature and details monitoring applicants and employees;
- d) exercise its duty under the Equality Act 2010 to make reasonable adjustments as defined and described in that Act;
- e) observe, as far as is reasonably practicable, the Equality and Human Rights Commission's Codes of Practice published from time to time during the Contract Period (or any codes published by any body that replaces the Equality and Human Rights Commission);
- f) take all reasonable steps to procure the observance of the provisions of clause 22.1 in the provision of the Services by all employees, agents and consultants of the Consultant.

22.2 In the event of any finding of unlawful sex, racial or disability discrimination being made against the Consultant during the Contract Period by any court or tribunal, or of an adverse finding in any formal investigation (in the case of sex and racial discrimination only) by the Equality and Human Rights Commission over the same period, the Consultant shall inform the Authority of this finding forthwith and shall (but, in the event of an appeal, only after the final and unsuccessful outcome of the appellate process) take appropriate steps to the reasonable satisfaction of the Authority to prevent repetition of the unlawful discrimination.

23. Human rights

23.1 The Consultant shall comply with the Human Rights Act 1998 and any regulations or code of practice made thereunder and in carrying out such obligations shall act as though the statutory provisions relating to public authorities under the Human Rights Act 1998 and any regulations or code of practice made thereunder applied to the Consultant and shall indemnify the Authority in respect of all actions, claims, liabilities and demands suffered or incurred by the Authority arising out of any breach by the Consultant of this clause.

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24. Environmental impact

- 24.1 The Consultant shall comply in all material respects with all applicable environmental laws and regulations in force from time to time in relation to the Services. Without prejudice to the generality of the foregoing, the Consultant shall promptly provide all such information regarding the environmental impact of the Services as may reasonably be requested by the Authority.
- 24.2 The Consultant shall meet all reasonable requests by the Authority for information evidencing compliance with the provisions of this clause 24 by the Consultant.

25. Intellectual property rights

- 25.1 Where any Intellectual Property Rights owned or licensed by the Authority are required to be used in connection with the provision of the Services, the Consultant acknowledges that it shall have no right to use the same except to the extent necessary for the provision of the Services and subject to such consents and restrictions as may be specified by the Authority.
- 25.2 The Consultant hereby assigns (with full title guarantee) to the Authority ownership of any and all Project IPR and shall procure the waiver in favour of the Authority of all moral rights relating to the Project IPR. The Consultant undertakes at the Authority's request and expense to execute all deeds and documents which may reasonably be required to vest such rights in the Authority and to give effect to this clause 25.2.
- 25.3 The Consultant hereby grants to the Authority an irrevocable, royalty-free non-exclusive licence of any and all Pre-existing IPR subsisting in any materials delivered to the Authority in the performance of the Services (the '**Deliverables**') for the purposes of receiving and using, and to the extent necessary to receive and use, the Services in accordance with the Contract.
- 25.4 The Consultant warrants that it has in place contractual arrangements with all members of the Consultant's staff, and any other individuals engaged in the provision of the Services, assigning to the Consultant their Intellectual Property Rights and waiving their moral rights (if any) in the Deliverables such that the Consultant can enter into the assignments, licences and waivers set out in this clause 25.
- 25.5 The Consultant warrants that the provision of the Services does not and will not infringe any third party's Intellectual Property Rights and the Consultant shall, during and after the Contract Period, indemnify and keep indemnified and hold the Authority harmless from and against all actions, suits, claims, demands, losses, charges, damages, costs and expenses and other liabilities which the Authority may suffer or incur as a result of or in connection with any breach of this clause 25, except where any such claim arises from:
- a) items or materials supplied by the Authority; or
 - b) the use of data supplied by the Authority which is not required to be verified by the Consultant under any provision of the Contract.

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- 25.6 The Authority shall notify the Consultant in writing of any claim or demand brought against the Authority for infringement or alleged infringement of any Intellectual Property Right in materials supplied or licensed by the Consultant.
- 25.7 The Consultant shall at its own expense conduct all negotiations and any litigation arising in connection with any claim for breach of Intellectual Property Rights in materials supplied or licensed by the Consultant, provided always that the Consultant:
- a) shall consult the Authority on all substantive issues which arise during the conduct of such litigation and negotiations;
 - b) shall take due and proper account of the interests of the Authority; and
 - c) shall not settle or compromise any claim without the Authority's prior written consent (not to be unreasonably withheld or delayed).
- 25.8 The Authority shall at the request of the Consultant afford to the Consultant all reasonable assistance for the purpose of contesting any claim or demand made or action brought against the Authority or the Consultant by a third party for infringement or alleged infringement of any third party Intellectual Property Rights in connection with the performance of the Consultant's obligations under the Contract and the Consultant shall indemnify the Authority for all costs and expenses (including legal costs and disbursements) incurred in doing so. The Consultant shall not, however, be required to indemnify the Authority in relation to any costs and expenses incurred in relation to or arising out of a claim, demand or action which relates to the matters in clause 25.5(a) or (b).
- 25.9 If a claim, demand or action for infringement or alleged infringement of any Intellectual Property Right is made in connection with the Contract, or in the reasonable opinion of the Consultant is likely to be made, the Consultant shall notify the Authority and, at its own expense and subject to the consent of the Authority (not to be unreasonably withheld or delayed), use its best endeavours to:
- a) modify any or all of the Services without reducing the performance or functionality of the same, or substitute alternative Services of equivalent performance and functionality, so as to avoid the infringement or the alleged infringement, provided that the provisions herein shall apply mutates mutandis to such modified Services or to the substitute Services; or
 - b) procure a licence to use and supply the Services, which are the subject of the alleged infringement, on terms which are acceptable to the Authority.
- If the Consultant is unable to comply with either clause 25.9 (a) or (b) within twenty (20) Working Days of receipt of the Consultant's notification under this clause 25.9, the Authority may terminate the Contract with immediate effect by notice in writing.
- 25.10 The Consultant warrants that the Charges include any payments made or to be made to any third party in respect of any right, patent, design, trademark or copyright used for the purpose of performing the Contract.
- 25.11 The provisions of this clause 25 shall apply during the Contract Period and after its expiry or termination howsoever arising.

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26. Data protection and information security

26.1 Where the Consultant pursuant to its obligations under this Contract, undertakes the Processing of Personal Data on behalf of the Authority, it shall:

- a) carry out the Processing of Personal Data only in accordance with instructions from the Authority (which may be specific instructions or instructions of a general nature as set out in this Contract or as otherwise notified by the Authority to the Consultant during the Contract Period);
- b) carry out the Processing of Personal Data only to the extent, and in such manner, as is necessary for the provision of the Services or as is required by any applicable law or regulatory body;
- c) notify the Authority within five (5) Working Days if it receives:
 - a request from a Data Subject to have access to that person's Personal Data; or
 - a complaint or request relating to the Authority's obligations under the Data Protection Requirements;
- d) provide the Authority with full cooperation and assistance in relation to any complaint or request made (as described in clause 26.1(c), including by:
 - providing the Authority with full details of the complaint or request;
 - complying with a data access request within the relevant timescales set out in the Data Protection Requirements and in accordance with the Authority's instructions;
 - providing the Authority with any Personal Data it holds in relation to the relevant Data Subject (within the timescales required by the Authority); and
 - providing the Authority with any further information requested by the Authority;
- e) permit the Authority or its representatives (subject to reasonable and appropriate confidentiality undertakings), to inspect and audit the Consultant's Data Processing activities (and/or those of its agents, subsidiaries and Sub-Contractors) and comply with all reasonable requests or directions by the Authority to enable the Authority to verify and/or procure that the Consultant is in full compliance with its obligations under this Contract;
- f) implement appropriate technical and organisational measures to protect the Personal Data against unauthorised or unlawful Processing and against accidental loss, destruction, damage, alteration or disclosure. These measures shall be appropriate to the harm which might result from any unauthorised or unlawful Processing, accidental loss, destruction or damage to the Personal Data and having regard to the nature of the Personal Data which is to be protected;
- g) provide a written description of the technical and organisational methods employed by the Consultant for Processing Personal Data (within the timescales required by the Authority); and

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- h) take reasonable steps to ensure the reliability of any Consultant personnel who have access to the Personal Data;
 - i) ensure that all Consultant personnel required to access the Personal Data are informed of the confidential nature of the Personal Data;
 - j) ensure that none of the Consultant personnel publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Authority;
 - k) not undertake the Processing of Personal Data outside the European Economic Area without the prior written consent of the Authority and, where the Authority consents to a transfer, to comply with any reasonable instructions notified to it by the Authority including:
 - incorporating standard and/or model Clauses (which are approved by the European Commission as offering adequate safeguards under the Data Protection Requirements) in the Contract or a separate data processing agreement between the parties; and
 - procuring that any other third party who will be Processing and/or transferring the Personal Data outside the European Economic Area enters into a direct data processing agreement with the Authority on such terms as may be required by the Authority, which the Consultant acknowledges may include the incorporation of standard and/or model Clauses (which are approved by the European Commission as offering adequate safeguards under the Data Protection Legislation).
- 26.2 The Consultant shall comply at all times with the Data Protection Requirements and shall not perform its obligations under this Contract in such a way as to cause the Authority to breach any of its applicable obligations under the Data Protection Requirements.
- 26.3 The Authority may from time to time serve on the Consultant an information notice (including the information described in Section 43 of the Data Protection Act 1998) requiring the Consultant within such time and in such form as is specified in the information notice, to furnish to the Authority such information as the Authority may reasonably require relating to:
- a) compliance by the Consultant with the Consultant's obligations under this Contract in connection with the Processing of Personal Data; and/or
 - b) the rights of Data Subjects, including subject access rights.
- 26.4 With respect to the parties' rights and obligations under this Contract, the parties acknowledge that, except where otherwise agreed, the Authority is the Data Controller and the Consultant is the Data Processor. Where the Consultant wishes to appoint a sub-contractor to assist it in providing the Services and such assistance includes the Processing of Personal Data on behalf of the Authority, then, subject always to compliance by the Consultant with the provisions relating to the appointment of sub-contractors, the Authority hereby grants to the Consultant a delegated authority to appoint on the Authority's behalf such sub-contractor to undertake the Processing of Personal Data, provided that the Consultant shall notify the Authority in writing of such appointment and the identity and location of such sub-contractor. The Consultant warrants that such

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appointment shall be on substantially the same terms with respect to Data Protection Requirements as are set out in this Contract.

- 26.5 Save as set out in this Clause, any unauthorised Processing, use or disclosure of Personal Data by the Consultant is strictly prohibited.
- 26.6 The Consultant shall be liable for and shall indemnify (and keep indemnified) the Authority against each and every action, proceeding, liability, cost, claim, loss, expense (including reasonable legal fees and disbursements on a solicitor and Authority basis) and demands incurred by the Authority which arise directly or in connection with the Consultant's Data Processing activities under this Contract, including those arising out of any third party demand, claim or action, or any breach of contract, negligence, fraud, wilful misconduct, breach of statutory duty or non-compliance with any part of the Data Protection Requirements by the Consultant or its employees, agents or sub-contractors.
- 26.7 Principles of security
- a) The Consultant acknowledges that the Authority places great emphasis on confidentiality, integrity and availability of information and consequently on the security of the Premises and the security for the Consultant's systems. The Consultant also acknowledges the confidentiality of Authority Data and shall ensure that no Authority Data is copied to media, including laptops, CD, DVD, USBs, external hard drives or email, other than is necessary under the Contract.
 - b) The Consultant shall at all times ensure that the level of security employed in the provision of the Services is in accordance with good industry practice and appropriate to prevent:
 - loss of integrity of Authority Data;
 - loss of confidentiality of Authority Data;
 - unauthorised access to, use of, or interference with Authority Data by any person or organisation;
 - unauthorised access to remote access connections used by the Consultant in the provision of the Services; and
 - use of the Consultant's services by any third party in order to gain unauthorised access to any computer resource or Authority Data.
 - c) The Consultant shall not store, copy, disclose, or use the Authority Data except as necessary for the performance by the Consultant of its obligations under this Contract or as otherwise expressly authorised in writing by the Authority.
 - d) If at any time the Consultant suspects or has reason to believe that Authority Data has or may become corrupted, lost or sufficiently degraded in any way for any reason, then the Consultant shall notify the Authority immediately and where such corruption, loss or degradation is due to the failure of the Consultant to comply with this clause 26.7 inform the Authority of the remedial action the Consultant proposes to take.
- 26.8 Breach of security

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- a) Either party shall notify the other immediately upon becoming aware of any breach of the security of the Authority Data including any actual, potential or attempted breach, or threat to, such security.
- b) Upon becoming aware of any of the circumstances referred to in clause 26.8(a), the Consultant shall:
 - immediately take all reasonable steps necessary to prevent an equivalent breach in the future. Such steps shall include any action or changes reasonably required by the Authority. In the event that such action is taken in response to a breach that is determined by the Authority acting reasonably not to be covered by the obligations of the Consultant under this Contract, then the Consultant shall be entitled to refer the matter to the procedure (if any) set out in Schedule 6 (Change Control); and
 - as soon as reasonably practicable provide to the Authority full details (using such reporting mechanism as may be specified by the Authority from time to time) of such actual, potential or attempted breach and of the steps taken in respect thereof.

27. Freedom of Information Act 2000 (FoIA)

- 27.1 The Consultant acknowledges that the Authority is subject to the requirements of the FoIA and the Environmental Information Regulations and shall assist and cooperate with the Authority (at the Consultant's expense) to enable the Authority to comply with these information disclosure requirements.
- 27.2 The Consultant shall:
 - a) transfer all Requests for Information to the Authority as soon as practicable after receipt and in any event within two (2) Working Days after receiving a Request for Information;
 - b) provide the Authority with a copy of all information in its possession or power relating to the relevant Request for Information in the form that the Authority requires within five (5) Working Days after receiving the relevant Request for Information (or such other period as the Authority may specify); and
 - c) provide all necessary assistance as reasonably requested by the Authority to enable it 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.
- 27.3 The Authority shall be responsible for determining at its absolute discretion whether the Commercially Sensitive Information and/or other information:
 - a) is exempt from disclosure in accordance with the provisions of the FoIA or the Environmental Information Regulations; or
 - b) is to be disclosed in response to a Request for Information.

In no event shall the Consultant respond directly to a Request for Information unless expressly authorised to do so by the Authority.

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27.4 The Consultant acknowledges that the Authority may, acting in accordance with the Department for Constitutional Affairs' code of practice on the Discharge of Functions of Public Authorities under Part I of the Freedom of Information Act 2000, be obliged under the FOIA or the Environmental Information Regulations to disclose information:

- a) without consulting with the Consultant; or
- b) following consultation with the Consultant and having taken its views into account.

27.5 The Consultant shall ensure that all information produced in the course of this Contract or relating to this Contract is retained for disclosure and shall permit the Authority to inspect such records as requested from time to time.

The Consultant acknowledges that any lists or schedules provided by it outlining Confidential Information are of indicative value only and that the Authority may nevertheless be obliged to disclose Confidential Information in accordance with clause 9.5.

28. Publicity

28.1 The Consultant shall not advertise or publicly announce that it is supplying the Services or undertaking work for the Authority without the prior consent of the Authority, such consent not to be unreasonably withheld.

29. Anti-corruption and collusion

29.1 The Consultant undertakes and warrants that neither it nor the Consultant's staff, employees or sub-contractors have offered, given or agreed to give, nor shall offer or give or agree to give to any person, company or firm any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do anything in relation to the obtaining of the Contract or the execution of the Consultant's obligations under this Contract or for showing or forbearing to show favour or disfavour to any person, company or firm in relation to the Contract.

29.2 The Consultant warrants that it has in place, and undertakes that it will comply with, policies and procedures to avoid the risk of bribery (as set out in the Bribery Act 2010) and fraud within its organisation and in connection with its dealings with third parties.

29.3 The Consultant warrants that it has not colluded, and undertakes that it will not at any time collude, with any third party relating to its pricing under this Contract and further warrants and undertakes that it has complied, and will at all times comply, with the provisions of the Competition Act 1998 (or equivalent anti-trust legislation or regulations applicable in the countries in which the Consultant operates or is to provide the Services) in connection with this Contract and the provision of the Services. Nothing under this clause 29.3 is intended to prevent the Consultant from discussing the terms of the Contract and the Consultant's pricing with the Consultant's professional advisors.

30. Agency

30.1 The Consultant is not and shall in no circumstances hold itself out as being the agent of the Authority, otherwise than in circumstances expressly permitted by the Contract.

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31. Whistle-blowing

31.1 The Consultant confirms that the corporate secretariat to the Authority is authorised as a person to whom the Consultant's staff may make a qualifying disclosure under the Public Interest Disclosure Act 1998 and declare that any of its staff making a protected disclosure (as defined by the said Act) shall not be subjected to any detriment. The Consultant further declares that any provision in an agreement purporting to preclude a member of its staff from making a protected disclosure is void.

32. Official Secrets Acts 1911 to 1989, S182 of the Finance Act 1989

32.1 To the extent such legislation is applicable to the Consultant, the Consultant shall comply with, and shall ensure that persons employed by the Consultant comply with, the provisions of:

- a) The Official Secrets Acts 1911 to 1989; and
- b) Section 182 of the Finance Act 1989.

32.2 In the event that the Consultant or persons employed by the Consultant fail to comply with this clause 32, the Authority reserves the right to terminate the Contract by giving notice in writing to the Consultant.

33. Virus protection

33.1 The Consultant shall maintain throughout the Contract Period fully operational, effective, appropriate and up-to-date virus protection measures to minimise the risk of infections, loss or damage to any of the Authority's data (including the Authority Data). The Consultant shall also take all reasonable steps to minimise the risks of propagation and onward transmission of any virus. Such steps shall include regular and appropriate awareness programmes for the Consultant's staff on virus protection measures. The Consultant shall provide the Authority (upon demand) with written details of such virus protection measures that the Consultant has in place.

33.2 The Consultant shall notify the Authority immediately of:

- a) any virus infections that occur in any locations where the Authority's data is processed/stored;
- b) the damage caused to the Authority's data; and
- c) the actions that have been taken to eradicate the virus.

34. Waiver

34.1 No delay, neglect or forbearance on the part of either party in enforcing against the other party any term or condition of the Contract shall either be or be deemed to be a waiver or in any way prejudice any right of that party under the Contract.

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34.2 A waiver of any default under the Contract shall not constitute a waiver of any subsequent default.

35. Counterparts

35.1 This Contract may be executed in several counterparts each of which shall be deemed an original and all of which shall constitute one and the same instrument.

36. Audit access

36.1 The Consultant shall keep or cause to be kept full and accurate records of the Services performed under the Contract (including records in relation to the payment of the Charges) for seven (7) years after completion of the Services.

36.2 The Consultant shall grant to the Authority, any statutory auditors of the Authority and their respective authorised agents ('**Auditors**') the right of reasonable access to the records referred to in clause 36.1 and/or any premises of the Consultant and shall provide all reasonable assistance to the Authority and the Auditors at all times during and after the Contract Period for the purposes of enabling the Authority and the Auditors to carry out an audit of the Consultant's compliance with this Contract including all activities, charges, performance, security and integrity in connection therewith. Subject to clause 36.4, the Consultant shall be repaid any reasonable expenses incurred in giving any such reasonable assistance.

36.3 Without prejudice to the foregoing, in the event of an investigation into suspected fraudulent activity or other impropriety by the Consultant or any third party the Authority and their respective authorised agents shall have the right of immediate access to the records and/or any Consultant's premises described in clauses 36.1 and/or 36.2 and the Consultant agrees to render all necessary assistance to the conduct of such investigation at all times during the Contract Period and at any time thereafter.

36.4 If any audit or investigation pursuant to this clause 36 reveals that the Authority has been overcharged or has made an overpayment in connection with the Contract, the Consultant shall reimburse the Authority the amount of the overcharge or overpayment within 14 days, and shall reimburse the Authority for the reasonable costs incurred by the Authority and the Auditors in respect of the relevant audit or investigation. For the avoidance of doubt, the Consultant shall only be repaid its reasonable expenses incurred in giving assistance pursuant to this clause 36 in the event that the relevant audit or investigation reveals no fraudulent activity or other impropriety by the Consultant, its employees, agents or sub-contractors.

37. Force Majeure

37.1 Neither party shall be liable to the other for any failure to perform its obligations under the Contract for so long as and to the extent that such performance is rendered impossible by an event of Force Majeure, provided that:

- a) the Consultant shall use its best endeavours to fulfil its obligations under the Contract; and

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- b) the party affected by the Force Majeure event shall as soon as reasonably practicable serve notice on the other party specifying the circumstances of the Force Majeure event.

37.2 If the Force Majeure event is such as to prevent or substantially delay the future performance of the Contract the Authority may terminate the Contract by written notice to the Consultant but shall pay the Consultant such reasonable sum agreed between the parties in respect only of the expenditure actually incurred and commitments entered into by the Consultant in the performance of the Contract up to the date of the Force Majeure event which have not been covered by the payments already made to the Consultant.

38. Governing Law and Jurisdiction

38.1 This Contract and any dispute or claim (including any non-contractual dispute or claim) arising out of or in connection with it or its subject matter shall be governed by and construed in accordance with English law and the parties hereby irrevocably submits to the jurisdiction of the English courts to settle any dispute or claim (including any non-contractual dispute or claim) that arises out of or in connection with this Contract or its subject matter.

39. Status and tax indemnity

39.1 The Consultant is contracted to supply a service to the Authority. It is the intention of the parties that nothing in this Contract or in the way in which the Services are to be provided, shall render the Consultant, or, where applicable, any individuals performing the Services on behalf of the Consultant, an employee of the Authority.

39.2 The Consultant shall be liable for all taxes and National Insurance Contributions (if any) arising out of payments made to the Consultant pursuant to this Contract and hereby agrees to indemnify and hold harmless the Authority (in the event that it shall be held liable) against:

- a) any tax or National Insurance Contributions (if any) arising out of such payments, and any interest, fine, penalty, costs and expenses incurred by the Authority in connection therewith; and
- b) any liability for any employment-related claim or any claim based on worker status (including reasonable costs and expenses) brought by the Consultant (or, where applicable, any key personnel listed in Schedule 9 (Key Personnel) or other individual performing the Services) against the Authority arising out of or in connection with the provision of the Services, except where such claim is as a result of any act or omission of the Authority.

39.3 Any amounts due under this clause 39 shall be paid in cleared funds by the Consultant to the Authority on or before the fifth Working Day before the date upon which the tax or other liability is payable by the Authority.

39.4 The Consultant agrees that any amount due and outstanding in respect of the indemnity contained in this clause 39 may be deducted from any future payments due to the

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Consultant under this Contract and that any amount outstanding after such deduction (if any) shall be recoverable from the Consultant by the Authority as a debt.

40. Data quality

40.1 The Consultant shall ensure the information it provides to the Authority from its own sources is accurate and shall use all reasonable endeavours to ensure the information it provides to the Authority from third parties is accurate.

41. Conflicts of interest

41.1 The Consultant shall disclose to the Authority Representative any actual or potential conflict of interest arising from the Consultant's provision of the Services as soon as is reasonably practical after becoming aware that such actual or potential conflict exists.

41.2 Should the parties be unable to either remove any conflict of interest notified under clause 41.1 or clause 41.3 and/or to alleviate its effect, the Authority shall have the right to terminate the Contract upon giving notice to the Consultant.

41.3 The Consultant shall immediately notify the Authority's representative of any circumstances giving rise to or potentially giving rise to conflicts of interest relating to the Consultant (including its reputation and standing) and/or the Authority of which it is aware or anticipates may justify the Authority taking action to protect its interests.

42. The Pensions Act 2004– Section 82 Restricted information

42.1 The parties acknowledge and agree that restricted information (as defined in clause 42.4) must not be disclosed:

- a) by the Authority; or
- b) by any person who receives the information directly or indirectly from the Authority.

42.2 Subsection (1) is subject to:

- a) clause 42.3; and
- b) sections 71(9), 83 to 88 and 235 of the Pensions Act 2004.

42.3 Subject to section 88(5) of the Pensions Act 2004, restricted information may be disclosed with the consent of the person to whom it relates and (if different) the person from whom the regulator obtained it.

42.4 For the purposes of this clause 42, '**restricted information**' means any information obtained by the Authority in the exercise of its functions which relates to the business or other affairs of any person, except for information:

- a) which at the time of the disclosure is or has already been made available to the public from other sources; or

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- b) which is in the form of a summary or collection of information so framed as not to enable information relating to any particular person to be ascertained from it.

42.5 The parties acknowledge and agree that any person who discloses information in contravention of this section is guilty of an offence and liable:

- a) on summary conviction, to a fine not exceeding the statutory maximum, or imprisonment for a term not exceeding 12 months, or both;
- b) on conviction on indictment, to a fine or imprisonment for a term not exceeding two (2) years, or both.

43. Transparency

43.1 The parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions for the FoIA, the content of the Contract is not Confidential Information. The Authority 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. Notwithstanding any other term of this Contract, the Consultant hereby gives his consent for the Authority to publish the Contract in its entirety (but with any information which is exempt from disclosure in accordance with the provisions of the FoIA redacted), including from time to time agreed changes to the contract, to the general public.

43.2 The Authority may consult with the Consultant to inform its decision regarding any exemptions and redactions but the Authority shall have the final decision in its absolute discretion to determine the extent to which the terms of the Contract as published under clause 43.1.

43.3 The Consultant shall assist and cooperate with the Authority to enable the Authority to publish this Contract in accordance with this clause 43.

44. Information Sharing

44.1 All Central Government Departments and their Executive Agencies and Non Departmental Public Bodies are subject to control and reporting within Government. In particular, they report to the Cabinet Office and HM Treasury for all expenditure. Further, the Cabinet Office has a cross-Government role delivering overall Government policy on public procurement - including ensuring value for money and related aspects of good procurement practice.

44.2 For these purposes, the Authority may disclose within Government any of the Contractor's documentation/information (including any that the Contractor considers to be confidential and/or commercially sensitive such as specific bid information) submitted by the Contractor to the Authority during this Procurement. The information will not be disclosed outside Government. Contractors taking part in this competition consent to these terms as part of the competition process.

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Part C – Expenses Policy

Day subsistence

This is claimable in the following circumstances:

The Authority will pay day subsistence when an individual works away (more than five miles) from home and their office for four or more hours in a day.

The allowances claimable are detailed below

Allowance	Amount	Reason
Breakfast	Up to £5.00	Left home before 7am to work away from office
Lunch	Up to £5.00	
Evening Meal	Up to £10.00	Not able to return home by 8pm but are not staying at a hotel

Night subsistence

Allowance	Amount	
Hotel	Up to £85.00 Up to £130.00	Outside London Inner London Claimable when needing to leave home before 7am or returning later than 8pm
Lodging allowance	£31.00	Payable when away from office or home for 30 or more consecutive nights
Evening meal	Up to £25.00	This includes small tip and VAT but no alcohol
Incidental expenses	£5.00	Newspapers and personal telephone calls

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Public transport

Allowance	
Taxis	Repayable only in the following circumstances 1) You are required to leave home before 7am when working away from the office; 2) You will be returning home after 9pm after working away from the office.
Rail	Standard class travel is the normal rate claimable. First class travel is not permitted.
Car Travel	Mileage rate of 45p per mile up to 6000 miles per year, and 25p per mile over 6001 miles per year
Air	Permissible only in the following instances: <ul style="list-style-type: none"> • More economical because of savings on cost.

Schedule 5

SLA

[to be inserted]

Schedule 6

Contract Management

[to be inserted]

Schedule 7

Change Control

[to be inserted]

Schedule 8

Project Plan

[to be inserted]

Schedule 9

Key Personnel

[to be inserted]

Schedule 10

Performance Bond

[to be inserted]

Schedule 11

Form of Parent Guarantee

[to be inserted]

Schedule 12

Insurance

[to be inserted]

Schedule 13

Vetting Procedures

[to be inserted]

Schedule 14

Health & Safety

[to be inserted]

Schedule 15

Sub-Contractors

[to be inserted]

Schedule 16

Commercially Sensitive Information

[to be inserted]

Schedule 17

Baseline Security

[to be inserted]

SAMPLE