



INVITATION TO QUOTE - ITQ

Dear Sir/Madam

Requirement Title: Victoria 200 Education Resource
Requirement Ref: P/REF HE 00001051

You are invited to submit a written quote as per the specification below (I.1). Your quote must be received by 24.00 on Sunday 10th February 2019 and shall remain open for acceptance for not less than sixty (60) days from such date.

Contract start date From: start date TBC with supplier in February 2019 End Date 31st March 2019

For additional information about the contract please contact

Name: Lois Gyves Address: Historic England Canada House, 3 Chepstow St, Manchester M1 5FW
Tel: 07780956216 e-mail: lois.gyves@HistoricEngland.org.uk

If relevant: Arrangements for site visits, where applicable shall be made with: Lois Gyves. Failure to attend a site visit shall not be deemed to be a reason for lack of knowledge of the site, of access to and from the site nor any other thing which may affect your tender pricing, methods of operation or the application of the contract which would have been ascertained from the aforementioned site visit.

Pricing Schedule: Pricing should be provided against the requirements listed below.

I.1 Specification of requirement

Queen Victoria 200 - Education Resource Brief

1. Project Summary

Heritage Schools is Historic England's award-winning education programme that connects children to the heritage on their doorstep. The programme has been funded by the Department for Education since 2012 and a team of Local Heritage Education Managers work across the country providing training and support to teachers to help them embed local heritage into the curriculum.

Heritage Schools also provides support to schools in linking local heritage to the national story and engaging in significant national events and commemorations. As 2019 marks 200 years since the birth of Queen Victoria we want to provide schools with some resources and ideas for exploring her memorialisation and the local connections to this era.

2. Project Aims

To develop a teaching pack that enables young people to engage with the bicentenary of Queen Victoria's birth by learning about the significant events and developments of the era and their impact on the area around the school and the village/ town/ city they live in. The pack should contain generic information and

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examples of Victorian life that can be adapted for use in any area of the country as well as guidance to help teachers find their local connections.

3. Stakeholders and Interfaces

- Historic England Education Team
- Primary teachers
- Primary pupils

4. Methods and Scope

The successful applicant will be given access to Historic England Archive images, maps and education resources to ensure the brief compliments and supports existing resources and projects e.g. Education Resources and Enriching the List.

The Victoria 200 resource should explore the key themes of:

- Victoria and Albert's memorialisation
- Local evidence of significant industrial and transport developments from the Victorian era
- Victorian buildings, monuments and parks and gardens on the National Heritage List for England

The resource pack should help young people engage with the above themes and be aimed at pupils in Key Stage 2. The pack should include:

- A basic timeline of Victoria's life including significant national events and developments in industry, transport, technology etc. with images and web links where available
- A guide to researching local memorials to Victoria, Albert and her Jubilee using web based search tools including Google maps, Historic England website, local archives collections and archive maps etc.
- A guide to researching local Victorian listings on the NHLE and linking to existing resources on how to search and 'Enrich the List'
- A pack of activity suggestions in response to the above research such as:
 - 'Enriching the List' with pupils' artwork, photographs, poetry etc.
 - Creating artwork/literature, displays etc. and ways of celebrating and commemorating the 200 year anniversary
 - Reflecting on the changes, developments and similarities of life in 2019 and the Victorian era e.g. Letters/ birthday messages to Princess Victoria telling her about future life in 2019/ congratulating her on her future achievements etc.



- Mapping local buildings, structures and places that are memorials to Victoria and Albert and/or were built in the Victorian era

The teaching pack will be available for download via the Historic England website and will include a number of different file types enabling teachers to use the resource flexibly to suit their lessons.

Experience suggests teachers prefer a PowerPoint presentation that includes all the material needed such as teaching notes, images, and activities. However, other suggestions would be considered. A template will be provided to use for any PPT and Word documents created. The successful applicant will be responsible for sourcing all additional images and licenses from other suppliers where required – an additional budget of up to £200.00 will be available if images are not freely available and have to be purchased.

5. Evaluation

The successful applicant will evaluate the resources with at least 2 schools/teachers to determine whether they require further refinement before wider dissemination. They will gather qualitative and quantitative evaluation of how students and teachers respond to the materials, considering whether they:

- engaged the pupils
- are age appropriate
- and are accessible for teachers to use
- contain enough variety of activities for comprehensive learning and different learner needs
- inspire confidence in teachers to lead these activities
- spark an interest in the wider topics of history

6. Stages and tasks

- The following is a suggested basic task list, this will need to be further developed and refined in the tender return. A task list with days per person, per task should also be included in the tender return. The table below gives an indication of the level of input expected for each task.
- The work would need to be completed during March 2018

Task	Estimated number	Timetable
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	of days NB – this is indicative only.	
Project planning, inception meeting and familiarisation with the digital content of the collection	1	February 2019
create resources	10-15	February- March 2019
Identify partner schools and get agreement for their involvement in testing resources	1	February 2017
test resources in schools	2	March 2019
making changes after testing	1	March 2019
1/2 day feeding back to HE	0.5	March 2019

7. Outputs

- Digital resources - the materials will be available for download via the Historic England website and will include a number of different file types enabling teachers to use the resource flexibly to suit their lessons.
- Experience suggests teachers prefer PowerPoint presentations which include all the material needed such as teaching notes, JPEGs and PDFs, supplementary text information and activities. However other suggestions would be welcomed.

8. Timetable

February and March 2019
To be completed by March 28th 2019

9. Budget

£4500 + VAT

Up to £200.00 for any copyright/licence costs of images

The tender return should include the tasks detailed in section 7 but also additional costs including:

- Travel (max. of £100 per day to a max. of 6 days)
- Any other tasks and associated cost deemed necessary to fulfill the brief

10. Form of tender submissions

The tender submissions should include:

- CVs outlining relevant skills and experience of the lead applicant and project team. It must show evidence of the lead applicant having worked with primary



school aged pupils and teachers and knowledge of the history curriculum

- A description of how the project will be approached and how the terms of the brief will be met responding to:
 - the project aims in Section 2
 - the methods and scope in Section 4
 - the evaluation criteria in Section 5 and
 - the project outputs in Section 7

- total cost and how costs have been calculated
- a task list which includes days per person, per task
- a risk log
- a timetable

Applications should be sent via email to lois.gyves@HistoricEngland.org.uk by midnight on Sunday 10th February.

11. Copyright

The hard copy and digital documentation produced under this project will be the copyright of Historic England. Copyright on all documents submitted will reside with Historic England, although a third-party in-perpetuity licence will automatically be given for reproduction of the works by the originator, subject to agreement in writing from Historic England.

The author should ensure that copyright permission is obtained for any images used in the report, and be aware that Historic England may wish to make the report available on its website.

The author should also make certain that all material copied from other sources is fully acknowledged and the relevant copyright conditions pertaining to that data will be observed

If your project will use OS maps you should also add the following to this section:

A final copy of the resource pack will also be made digitally available through Historic England's webpage. The contractor will need to take due care to ensure that as the report is intended for use on the web, that any elements that contain OS or UKHO mapping have this data "flattened" to prevent unauthorised re-use.

12. Selection process

Tenders will be assessed on the degree to which the applicant is capable of delivering the brief and how well the proposal fits the brief.

13. Administration of contract

The grant award will be administered via a standard Historic England contract. If the

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tenderer is a sole trader, rather than a limited company, association or partnership, then we would advise that early contact be made in order that an Employment Status Questionnaire (a requirement of Historic England by Her Majesty's Revenue and Customs) can be completed and submitted along with a letter from HMRC confirming registered self-employed status in advance of submitting a tender.

14. Management, monitoring and reporting arrangements

The project will be administered through the Historic England Education team. The lead for the project will be expected to regularly update the Historic England lead (Lois Gyves) at regular intervals which will be agreed at the project inception meeting.

15. Further information

For questions about the project please contact Lois Gyves at Lois.Gyves@historicengland.org.uk

If you would like this document in a different format please contact our Customer Services department:
Telephone: 0870 333 1181
Fax: 01793 414926
Textphone: 01793 414878
Email: customers@historicengland.org.uk

1.2 Any other Documentation required:

1.3 Pricing Schedule

Item	Price
Production of Education Resources and any travel costs	£4,500.00
Copyright/licence costs	Up to £200.00

Quotes will be evaluated based on 35% price and 65% quality against the requirements specified above.

Unless otherwise mentioned, terms of the supply of this requirement, will be against Historic England's Standard Purchase order terms, 'CONDITIONS OF CONTRACT FOR THE SUPPLY OF GOODS AND / OR SERVICES' which can be found at the end of this ITQ.

INSTRUCTIONS AND INFORMATION FOR QUOTES

1. Quotes should be submitted via In-Tend, e-tendering portal which can be found at: [In-](#)

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Tend supplier site.

Please note, that although the In-Tend system is capable of generating e-mail alerts, suppliers are responsible for checking the web site regularly, to ensure that they are aware of all updates and information.

2. Suppliers must ensure that any other information requested as part of the quote are included in their response.
3. Quotes received after the date and time, set out in ITQ Letter, may be excluded at the discretion of Historic England.
4. Suppliers shall bear all their own costs and expenses incurred in the preparation and submission of the quote.
5. If suppliers have any queries or requests for further information they must be submitted to the contact in the above letter, no less than 3 days before the closing date for quotes
6. Historic England does not bind itself to accept the lowest or any quote.
7. Tenderers shall treat the ITQ as confidential.
8. No quote or any part of it shall be deemed to have been accepted unless such acceptance shall have been notified to the supplier in writing by Historic England.
9. Quotes shall remain valid for acceptance for a period not less than sixty calendar days from the final date for submission.
10. All communications in respect of this invitation to tender must be solely with the signatory on the invitation to tender letter. Tenderers are cautioned that any other communications whether or not in writing, shall not form part of any contract.
11. When requested, suppliers are to return with their tender proof of qualification for all professional staff they propose to use for the execution of the contract.
12. It is the suppliers responsibility to familiarise itself with the work to be performed in order that the quote will be robust.
13. It is the Suppliers responsibility to confirm that they have not been convicted of any of the offences referred to in [Regulation 57 of The Public Contracts Regulations 2015](#).
14. **Freedom of Information Act 2000**
 - a. Public Authorities are committed to open government and to meeting their responsibilities under the Freedom of Information Act 2000 and the Environmental Information Regulations 2004. Accordingly, all information submitted to a public authority may need to be disclosed by the public authority in response to a request under the Act. Historic England may also decide to include certain information in the publication scheme that we maintain under the Act and the Regulations.
 - b. If suppliers consider that any of the information included in their quote is commercially sensitive, it should be identified and an explanation given (in broad terms) of what harm may result from disclosure if a request is received. Suppliers should be aware that, even if We are the public body that looks after England's historic environment. We champion historic places, helping people to understand, value and care for them, now and for the future. <https://historicengland.org.uk/>



Historic England

they have indicated that information is commercially sensitive, Historic England may be required to disclose it under the Act or the Regulations if a request is received. Please also note that the receipt of any material marked “confidential” or equivalent by the public authority should not be taken to mean that the public authority accepts any duty of confidence by virtue of that marking. If a request is received, Historic England may also be required to disclose details of unsuccessful bidders.



CONDITIONS OF CONTRACT FOR THE SUPPLY OF GOODS AND / OR SERVICES

1. DEFINITIONS

"Historic England" means the Historic Buildings and Monuments Commission for England and includes its successors and assignees.

"HE Equipment" means all plant, tools, equipment or other items belonging to Historic England.

"Contract" means the Purchase Order together with these conditions and any documents attached or referred to therein.

"Data" means all designs, models, drawings, prints, samples, data, documents of all kinds, materials, photographs, negatives, diskettes, films, digital media, software or any other similar items

"Goods" means the items specified in the Purchase Order (or amendment thereof) to be supplied by the Supplier in accordance with the Contract.

"Purchase Order" means Historic England's official numbered Order.

"Services" means the Services specified in the Purchase Order including the giving of advice (or amendment thereof) to be carried out by the Supplier in accordance with the Contract.

"Supplier" means the person, firm, company or corporation with whom Historic England places a Purchase Order.

2. ASSIGNMENT AND SUBCONTRACTING

2.1 The Supplier shall not assign or subcontract the whole or part of the benefits or burdens under the Contract without the previous written consent of Historic England.

2.2 Historic England may assign all or any of its rights and obligations under this Contract to any company which would (if Historic England were a company) be a subsidiary of English Heritage.

3. PERFORMANCE

3.1 The Goods supplied under the Contract shall:

a) be of good and sound design, materials and workmanship;

b) be of merchantable quality and fit for the purpose(s) for which they are supplied under the Contract;

c) conform as to description, specification and quantity with the particulars stated in the Contract;

d) comply with all statutory requirements and regulations applicable to the Goods;

e) be free from any defect in title;

f) be returnable to the Supplier within 21 days in the event that the Goods are or have suffered damage during manufacture or transit which could not be reasonably discerned from the inspection on delivery, unsuitable for the purpose intended for their use, or not in accordance with the Contract, in which case the Contract shall be deemed to be terminated in accordance with clause 12.1.

3.2 The Services executed under the Contract shall:

a) be carried out with reasonable care and skill;

b) be carried out with due expedition and within the time (if any) specified in the Contract;

c) comply with all statutory/local authority/site and other regulations applicable to the Services.

4. DELIVERY OF THE GOODS/COMPLETION OF THE SERVICES

4.1 Delivery shall be deemed to be made upon receipt of the Goods by Historic England in accordance with the Contract.

4.2 The Services shall be considered complete when Historic England is satisfied that the Services have been completed in accordance with the Contract.

4.3 The time of delivery of the Goods and of performance of the Services shall be of the essence of the Contract.

5. MAINTENANCE

The Supplier shall for 12 months following delivery of the Goods/completion of the Services promptly remedy any defects arising from faulty design materials or workmanship at the Supplier's expense.

6. RISK AND PROPERTY IN THE GOODS

Without prejudice to the rights and obligations of the parties under the Contract, the property in the Goods or any part thereof shall pass to Historic England on delivery or on payment by English Heritage (whichever is earlier) but the risk shall not pass to Historic England until the Goods have been delivered in accordance with the Contract.

7. REPAIRS TO HE EQUIPMENT

7.1 Where any HE Equipment is to be modified, reconditioned or repaired by the Supplier the property therein shall remain with Historic England at all times. The risk shall remain with the

Supplier whilst HE Equipment is under the Supplier's care and control.

7.2 The Supplier shall clearly identify and mark HE Equipment as "the property of Historic England" or in such manner as Historic England may require and shall separately store, safeguard and maintain it in good order and condition and keep appropriate records thereof.

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- 7.3 Damage to or loss of HE workmanship or from the HE Equipment arising from bad Supplier's failure to comply with the provision of sub-clause 7.2 shall be made good at the Supplier's expense either by the Supplier or as Historic England otherwise instructs or by replacement equipment of at least the equivalent quality.
- 7.4 HE Equipment shall not be disposed of by the Supplier to any third party nor used except for the purpose of carrying out the Contract.
8. PAYMENT
- 8.1 The price(s) detailed in the Contract shall remain firm and fixed for the duration of the Contract.
- 8.2 The Supplier shall send to Historic England a detailed itemised invoice(s) as instructed on the Purchase Order, clearly stating the Purchase Order Number, and all information required to be stated on a tax invoice for VAT purposes.
- 8.3 The Supplier will be paid within 30 days of receipt of a properly payable invoice or delivery of the Goods and/or Services unless otherwise specified in writing.
- 8.4 Where the Supplier enters into a sub-contract with a supplier or contractor for the purpose of performing its obligations under the Contract, it shall ensure that a provision is included in such a sub-contract which requires payment to be made of all sums due by the Contractor to the sub-contractor within a specified period not exceeding 30 (thirty) days from receipt of a valid invoice.
- 8.5 Payment shall not operate as a waiver of any rights of Historic England under the Contract or at law.
- 8.6 In order to facilitate payment by bank transfer the Supplier shall provide bank account details.
9. INDEMNITIES
- The Supplier shall be liable for, indemnify, defend and hold Historic England harmless from and against all losses, costs, damages and expenses of every kind and nature, including legal expenses, in respect of:
- injury, sickness, disease or death of any person, including Historic England's employees, or
 - loss of or damage to any property, including Historic England's property arising out of or in connection with the Contract, save insofar as the same is caused by the negligence of Historic England.
10. INTELLECTUAL PROPERTY
- 10.1 All intellectual property rights (including, without limitation, patents, copyrights, design rights, registered designs, trade marks and service marks) ("IP Rights") in all Data prepared or supplied by Historic England to the Supplier shall remain the property of Historic England.
- 10.2 All "IP Rights" in all Data or any other materials prepared or developed by the Supplier under or in connection with the Contract are hereby assigned to and shall vest in Historic England free from any encumbrance and with full title guarantee. The Supplier shall sign such further documents or do such acts as Historic England may require to ensure that the rights vest in Historic England.
11. INSURANCE
- The Supplier shall effect and maintain general third party and where applicable, product liability insurance with a combined bodily injury and property damage limit of not less than five million pounds (£5,000,000) per occurrence or series of occurrences arising from the one event and unlimited in any period of insurance (aggregate for product liability). Such insurance shall contain an indemnity to principals clause. The Supplier shall at Historic England's request furnish English Heritage with a current certificate of insurance as prescribed by Historic England.
12. TERMINATION
- 12.1 Without prejudice to either party's other rights and remedies under this Contract or at law, either party may terminate the Contract forthwith on notice to the other if the other:
- commits a breach of this Contract and fails to remedy such breach (where it is capable of remedy) within 30 days of receipt of a notice in writing requiring it to do so; or
 - ceases to trade, or is unable to pay its debts as they fall due or has a petition presented or a meeting convened for the purpose of winding-up the defaulting party or enters into liquidation whether compulsorily or voluntarily or compounds with its creditors generally or an administration order is made in relation to it or it has a receiver or administrative receiver appointed over all or a substantial part of its assets or any similar or analogous order is made or proceeding commenced or officer appointed or action taken in consequence of debt.
- 12.2 In the event of termination by Historic England under sub-clause 12.1 a) Historic England may retain out of any amount due to the Supplier under the Contract an amount equal to any bona fide claim Historic England may have against the Supplier arising out of such breach.
- 12.3 In addition, Historic England may at its convenience terminate the Contract or any part thereof at any time by giving notice to the Supplier. In this event, Historic England shall, subject to any other provisions of the Contract, pay the Supplier for all Goods and/or Services supplied in accordance with the Contract up to the time of termination.
- 12.4 Upon termination of the Contract the Supplier shall immediately return to Historic England all Historic England Equipment and Data which the Supplier may have in its possession.
13. CONFIDENTIALITY
- 13.1 The Supplier shall keep confidential all information connected with the business of English Heritage or which comes to the Supplier's knowledge under or as a result of the Contract and shall



not disclose it to any third party or use it other than for performance of the Contract except:

party or use it other than for except:

- a) with the prior written agreement of Historic England; or
 - b) by requirement of law; or
 - c) save in accordance with Clause 21 and publication of this contract in accordance with the same.
- 13.2 The provisions of Clause 13.1 shall not apply to such information if it is:
- a) in the public domain otherwise than by failure of the Supplier to comply with Clause 13.1, or
 - b) in the possession of the Supplier before these confidentiality obligations came into effect, or
 - c) obtained from a third party who is free to disclose the same.
- 13.3 If the Supplier enters or has entered into a separate confidentiality agreement with Historic England, the terms of such confidentiality agreement shall take precedence over this Clause 13.
- 13.4 The Supplier shall not announce or publicise this or any other Contract with Historic England without the written consent of Historic England.
14. **CORRUPT GIFTS AND CONSIDERATION**
If the Supplier shall have offered or given or agreed to give to any person any gift or consideration of any kind as an inducement or reward for doing or having done or forborne to do any action in relation to the obtaining or execution of the Contract or any other contract with Historic England or for showing or forbearing to show favour or disfavour to any person in relation to the Contract or any other contract with Historic England or if the like acts shall have been done by any person employed by him or acting on his behalf (whether with or without knowledge of the Supplier) or if in relation to the Contract or any other contract with Historic England, the Supplier or any person employed by him or acting on his behalf shall have committed any offence under the Prevention of Corruption Acts 1889 to 1916 or shall have given any fee or reward to any employee of Historic England which shall have been exacted or accepted by such employee under the cover or his office or employment and is otherwise than such employee's proper remuneration, Historic England shall be entitled to cancel the Contract and to recover from the Supplier the amount of any loss resulting from such cancellation.
15. **APPLICABLE LAW**
The construction and performance of the Contract shall be governed by the laws of England and the parties hereby submit to the exclusive jurisdiction of the Courts of England.
16. **REJECTION**
- 16.1 Without prejudice to any of its other rights hereunder, Historic England may by notice to the Supplier reject all or any of the Goods and/or Services if the Supplier fails to comply with any of its obligations under the Contract. Historic England shall not be deemed to have accepted the Goods and/or Services until Historic England has a reasonable time after delivery to inspect the Goods and/or Services.
- 16.2 The Supplier shall, at Historic England's option, replace Goods or rectify the Services rejected by Historic England with Goods and/or Services which in all respects conform with the Contract or credit Historic England with the invoice price thereof.
17. **FORCE MAJEURE**
If one of the parties cannot perform its obligations due to an act of force majeure which shall include war, hostilities, civil war, rebellion, revolution, insurrection or other disturbance, but not industrial action by its own employees, that party may, without prejudice to any other claims or remedies it might have, suspend performance of the Contract by written notice to the other party. The party suffering the event of force majeure shall use all reasonable efforts to bring the event to an end. If the force majeure event persists for a period of 3 months or longer the party not suffering force majeure may terminate this Contract immediately upon written notice .
18. **ENTIRETY**
- 18.1 The Contract comprises the entire agreement between the parties and no other terms and conditions unless agreed in writing between the parties shall apply.
- 18.2 If any provision of the Contract is ruled to be invalid for any reason that invalidity will not affect the rest of this Contract which will remain valid and enforceable in all respects.
19. **RIGHTS OF THIRD PARTIES**
- 19.1 A person who is not party to this agreement shall not have any rights under or in connection with it by virtue of the contracts (Rights of Third Parties) Act 1999 except where such rights are expressly granted by this Clause 19 but this does not affect any right or remedy of third party which exists, or is available, apart from the Act.
- 19.2 The rights of the parties to terminate, rescind or agree any variation, waiver or settlement under this agreement is not subject to the consent of any person that is not party to this agreement.
- 19.3 The Supplier agrees that the Secretary of State for Culture, Media and Sport shall be entitled to the benefit of the contractual obligations of the Supplier as set out in clauses 2, 3, 5, 7, 9, 11 and 13 (and any variation to those clauses that may be agreed from time to time) as if references therein to Historic England were references also to the Secretary of State for Culture, Media and Sport in addition to and separate to the obligations owed by the Supplier to Historic England under those clauses
20. **FREEDOM OF INFORMATION ACT 2000**
Please note that Historic England is a public authority and as such is subject to the terms of the Freedom of Information Act 2000.
21. **RIGHT TO PUBLISH**
- 21.1 The parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, the content of this Contract is not confidential information. Historic England shall be responsible for determining

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in its absolute discretion
Contract is exempt from
provisions of the Freedom of Information Act 2000.

whether any of the content of the
disclosure in accordance with the

- 21.2 Notwithstanding any other term of this Contract, the Contractor hereby gives his consent for Historic England to publish the Contract in its entirety, including from time to time agreed changes to the Contract, to the general public.
- 22. The Contractor shall, and shall procure that the Contractor Personnel, comply with any applicable anti-discrimination legislation (as may be amended from time to time) and with the Authority's equality and diversity policy as may be amended from time to time, copies of which will be provided by the Authority to the Contractor at the Contractor's written request.

CHARITY ADVERTISING DECLARATION

Historic England has the tax status of a charity. If the supplies ordered overleaf are of advertising and qualify for zero rating under the zero rating group 15 as amended with effect from 1 April 2000, then these supplies can be zero rated when supplied to Historic England.

HISTORIC ENGLAND : PAYMENT POLICY

Historic England is committed to paying its suppliers in accordance with the Confederation of British Industry Better Payment Practice code. As such, we promise to :

- agree payment terms at the outset of a deal and stick to them, these will normally be 30 days from receipt of the supplier's invoice or delivery of supplies, whichever is later
- explain our payment procedures to suppliers
- pay bills in accordance with any contract agreed with the supplier or as required by law, providing supplies have been satisfactorily received and correctly invoiced in accordance with the terms and conditions printed above
- tell suppliers without delay when an invoice is contested and settle disputes quickly.

Our payment method is credit transfer. Payment advices should be received by suppliers on or before the day the payment is credited to their bank account. We will use this crediting date as the payment date in monitoring our compliance with the payment terms.

If suppliers have a problem over late payment which they are unable to resolve with their contacts in our ordering teams, they should contact the Payment Team on 01793 414940. If the matter is still not resolved to the supplier's satisfaction our Customer Services Department should be contacted on 01793 414910, or at PO Box 569, Swindon SN2 2YP, who will deal with the matter in accordance with our corporate complaints procedures.

We will publish our payment performance in our annual report and accounts.

Historic England June 2015

HISTORIC ENGLAND CONDITIONS OF CONTRACT FOR THE PROVISION OF MINOR CONSULTANCY AND OTHER PROFESSIONAL SERVICES - EDITION 08 FEBRUARY 2018

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1. DEFINITIONS AND INTERPRETATIONS

(a) For the purpose of the Contract except where expressly stated to the contrary, the following words beginning with capitals shall have the following meanings:-

Historic England
means the Historic Buildings and Monuments Commission and includes its appointed representatives successors and assignees.

Consultant
means the person, firm or company awarded the Contract by Historic England and includes the Consultant's employees legal personal representatives, successors and permitted assignees.

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

Contract
means the documents described in Historic England's written notification to the Consultant of the award of the Contract and these terms.

Contract Price
means the sum to be paid by Historic England to the Consultant calculated in accordance with the prices and/or rates detailed under the Contract.

Data
means all data processed by the Consultant or provided to the Consultant for processing as part of the Services to be provided by the Consultant to Historic England together with all information and records generated during the course of the Consultant providing such Services. This includes without limitation, all designs, models, drawings, prints, samples, transparencies, specifications, data, reports manuscripts, working notes, documentation, materials, manuals, photographs, negatives, tapes, discs, films, digital media, software or any other similar items.

Environmental Information Regulations
means the Environmental Information Regulations 2004.

FOIA
means 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 in relation to such legislation.

Information
has the meaning given under section 84 of the Freedom

Requests for Information
shall have the meaning set out in the FOIA or any apparent request for information under the FOIA, the Environmental Information Regulations or the Code of Practice on Access the Government Information (2nd Edition).

Scope
means the description of the activities to be performed by the Consultant in accordance with the Contract and any modification thereof as may from time to time be provided or approved in writing to the Consultant by Historic England.

Services
means the carrying out of the Scope as required under the Contract including, but not limited to, the provision by the Consultant of all necessary resources including personnel.

Site
means the place or places where the Services or any part thereof are to be performed.

Data Protection Legislation
means (i) unless and until the GDPR is no longer directly applicable in the UK, the General Data Protection Regulation ((EU) 2016/679) and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK and then (ii) any successor legislation to the GDPR or the Data Protection Act 1998.

(b) The terms defined under Clause 1(a) shall include the singular and the plural as the context requires.

2. ASSIGNMENT AND SUB-CONTRACTING

(a) The Consultant shall not assign the Contract in whole or in part or any benefit or interest therein without the prior written consent of Historic England.

(b) Historic England may assign or otherwise transfer the Contract in whole or in part or any benefit or interest therein subject to providing notice of any such assignment or transfer to the Consultant.

3. RELATIONSHIP OF PARTIES

(a) The Consultant's status shall be that of an independent Consultant and the relationship of the parties shall not be that of principal and agent or employer and employee.

(b) The Consultant hereby agrees to indemnify Historic England against all costs, actions, claims, demands, penalties and liabilities incurred in respect of or arising in connection with any tax, National Insurance or similar impost or other

payment of a fiscal nature which may be found due from Historic England in respect of the appointment of the

Consultant and the payment of fees by Historic England under the Contract.



Historic England

convicted of an indictable offence.

4. QUALITY OF THE SERVICES

- (a) The Consultant shall use the highest standard of skill and care which is ordinarily exercised by experienced and competent consultants. carrying out services of a similar nature to the Scope.
- (b) If Historic England notifies the Consultant of any deficiency in the Services, the Consultant shall at its own expense promptly remedy the deficiency in the Services as required Historic England. All costs of such remedy shall be borne by the Consultant. If the Consultant fails to remedy the deficiency promptly Historic England may without prejudice to any other remedy terminate the Contract in accordance with clause 8(a)(i), or remedy or cause to be remedied any deficiency at the Consultant's cost.

5. DATA AND OTHER MATERIALS SUPPLIED BY HISTORIC ENGLAND

- (a) The Consultant will take every reasonable precaution to safeguard all Data and property of Historic England of whatever nature entrusted to its custody or control

6. TIME

Any time stated for completion as part of the Contract shall be deemed to be of the essence.

7. VARIATIONS

- (a) Historic England may from time to time during the performance of the Services vary the Scope.
- (b) Any adjustment to the Contract Price shall be determined in accordance with the rates/prices specified in the Contract (if applicable), or (if no rates/prices are applicable) reasonable rates/prices shall be determined by Historic England and the Consultant shall provide whatever supporting evidence Historic England may reasonably require to enable such reasonable rates/prices to be determined.
- (c) The Consultant shall when carrying out such variations be bound by the Contract.

8. TERMINATION

- (a) Either party may terminate the Contract if:-
 - (i) notice has been given to the other party of a substantial or persistent breach and the party receiving such notice has failed to remedy such breach within the period of 14 days
after such notice.
 - (ii) the other party becomes bankrupt, has a receiver appointed over all or any of its or their assets or is

9. PAYMENT

- (a) The Consultant shall submit to Historic England an invoice in accordance with the Contract.
- (b) Payment of the Contract Price or part thereof shall be made within 30 (thirty) days of receipt by Historic England of the Consultant's correctly submitted invoice.
- (c) Where the Consultant enters into a sub-contract with a supplier or contractor for the purpose of performing its obligations under the Contract, it shall ensure that a provision is included in such a sub-contract which requires payment to be made of all sums due by the Consultant to the sub-contractor within a specified period not exceeding 30 (thirty) days from receipt of a valid invoice.
- (d) All sums payable under the Contract shall be exclusive of Value Added Tax which must be submitted on a VAT invoice where appropriate.

10. INDEMNITY

The Consultant shall be liable for and shall indemnify Historic England from all losses, costs, damages and expenses arising out of any claim in respect of injury or sickness, disease or death of any person or loss of or damage to any property or any infringement or alleged infringement of any patent, copyright or other intellectual property or proprietary rights arising out of performance of the Contract.

11. INTELLECTUAL PROPERTY

- (a) All patents, copyright, design rights, moral rights and other intellectual property and proprietary rights in all Data prepared or supplied by Historic England to the Consultant shall remain the property of Historic England and all intellectual property rights" in all Data prepared or developed by the Consultant under or in connection with the Contract are hereby assigned to and shall vest in Historic England free from any encumbrance and with full title guarantee.
- (b) This clause shall operate as an assignment of any future intellectual property rights within the meanings of section 91 and 223 respectively of the Copyright Designs and Patents Act 1988.

12. RETURN OF HISTORIC ENGLAND'S PROPERTY

Upon termination of the Contract or earlier upon receipt by the Consultant of Historic England's notice requiring the Consultant so to do the Consultant shall deliver all Data and property of Historic England to Historic England.

13. PUBLICITY

The Consultant shall not either during the Contract or at any time after termination (however arising) issue or publish or cause to be issued or published any comment or statement or make any use or allow any use of any trademarks, brands, or logos owned by Historic England

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without first obtaining the written approval of Historic England.

14. CONFIDENTIALITY

The Consultant shall keep confidential all information connected with the business of Historic England or which comes to the Consultant's knowledge under or as a result of the Contract.

15. AUDIT ACCESS

The Consultant shall maintain accurate records relevant to the Contract and shall permit Historic England access at all reasonable times to such records and the Site.

16. COMMISSION/COMMERCIAL INTERESTS

- (a) The Consultant shall not without the prior written approval of Historic England accept any commission or any other payment from tenderers, contractors, vendors or any party (other than Historic England) concerned with the Services.
- (b) The Consultant shall report to Historic England any conflict of interest, or any commercial interests held by the Consultant in any company or person who may be connected in any way with the Contract.
- (c) On the termination of the Contract for whatever reason the Consultant shall cease to hold itself/themselves out as in any way connected with Historic England.

17. GOVERNING LAW

The Contract shall be governed by and construed in accordance with English Law. In respect of any dispute under or arising out of the Contract, Historic England and the Consultant hereby agree to submit to the exclusive jurisdiction of the English Courts.

18. RIGHTS OF THIRD PARTIES

- (a) A person who is not party to this agreement shall not have any rights under or in connection with it by virtue of the contracts (Rights of Third Parties) Act 1999 except where such rights are expressly granted by this Clause 18 but this does not affect any right or remedy of third party which exists, or is available, apart from the Act.
- (b) The rights of the parties to terminate, rescind or agree any variation, waiver or settlement under this agreement is not subject to the consent of any person that is not party to this agreement.
- (c) The Supplier agrees that the Secretary of State for Culture, Media and Sport shall be entitled to the benefit of the contractual obligations of the Supplier as set out in clauses 2, 4, 5, 10, 11, 13 and 14 (and any variation to those clauses that may be agreed from time to time) as if references therein to Historic England were references also to the Secretary of State for Culture, Media and Sport in addition to and separate to the obligations owed by the Supplier to Historic England

19. DATA PROTECTION

- (a) Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 19 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.
- (b) The parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the data controller and the Provider is the data processor (where **Data Controller** and **Data Processor** have the meanings as defined in the Data Protection Legislation). Statement of GDPR Applicability (HE21) sets out the scope, nature and purpose of processing by the Provider, the duration of the processing and the types of personal data (as defined in the Data Protection Legislation, **Personal Data**) and categories of Data Subject.]
- (c) Without prejudice to the generality of clause 19(a), the Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to the Provider for the duration and purposes of this agreement.
- (d) Without prejudice to the generality of clause 19(a), the Provider shall, in relation to any Personal Data processed in connection with the performance by the Provider of its obligations under this agreement:
 - (i) process that Personal Data only on the written instructions of the Customer unless the Provider is required by the laws of any member of the European Union or by the laws of the European Union applicable to the Provider to process Personal Data (Applicable Laws). Where the Provider is relying on laws of a member of the European Union or European Union law as the basis for processing Personal Data, the Provider shall promptly notify the Customer of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit the Provider from so notifying the Customer;
 - (ii) ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Customer, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);

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(iii) ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and

(iv) not transfer any Personal Data outside of the European Economic Area unless the prior written consent of the Customer has been obtained and the following conditions are fulfilled:

- 1) the Customer or the Provider has provided appropriate safeguards in relation to the transfer;
- 2) the data subject has enforceable rights and effective legal remedies;
- 3) the Provider complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
- 4) the Provider complies with reasonable instructions notified to it in advance by the Customer with respect to the processing of the Personal Data;

(v) assist the Customer, at the Customer's cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;

(vi) notify the Customer without undue delay on becoming aware of a Personal Data breach;

(vii) at the written direction of the Customer, delete or return Personal Data and copies thereof to the Customer on termination of the agreement unless required by Applicable Law to store the Personal Data; and

(viii) maintain complete and accurate records and information to demonstrate its compliance with this clause 19 and allow for audits by the Customer or the Customer's designated auditor.

(e) The Customer does not consent to the Provider appointing any third party processor of Personal Data under this agreement. **OR** The Customer consents to the Provider appointing [THIRD-PARTY PROCESSOR] as a third-party processor of Personal Data under this agreement. The Provider confirms that it has entered or (as the case may be)

will enter with the third-party processor into a written agreement [substantially on that third party's standard terms of business **OR** incorporating terms which are substantially similar to those set out in this clause 19]. As between the Customer and the Provider, the Provider shall remain fully liable for all acts or omissions of any third-party processor appointed by it pursuant to this clause 19.

(f) The Provider may, at any time on not less than 30 days' notice, revise this clause 19 by replacing it with any

applicable controller to processor standard clauses or similar terms forming party of an applicable certification scheme (which shall apply when replaced by attachment to this Agreement).

20. FREEDOM OF INFORMATION

(a) The Consultant acknowledges that Historic England is subject to the requirements of the FOIA and the Environmental Information Regulations and shall assist and cooperate with Historic England (at the Consultant's expense) to enable them to comply with these Information disclosure requirements.

(b) The Consultant shall procure that its sub-contractors shall:

- (i) transfer the Request for Information to the Consultant as soon as practicable after receipt and in any event within 2 working days of receiving a Request for Information;
- (ii) provide Historic England with a copy of all Information in its possession or power in the form that they require within 5 working days (or such other period as they may specify) of the request for that Information; and
- (iii) provide all necessary assistance as reasonably requested by Historic England to enable them to respond to a Request for Information within the time for compliance set out in section 10 of the FOIA.

(c) Historic England shall be responsible for determining at its absolute discretion whether:-

- (i) the Information is exempt from disclosure under the FOIA and the Environmental Information Regulations;
- (ii) the Information is to be disclosed in response to a Request for Information, and in no event shall the Consultant respond directly to a Request for Information unless expressly authorised to do so by Historic England

(d) The Consultant acknowledges that Historic England may, acting in accordance with the Department of 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:-

- (i) without consulting with the Consultant, or
- (ii) following consultation with the Consultant and having taken the Consultant's views into account.



- (e) The Consultant shall ensure that all information produced in the course of the Contract or relating to the Contract is retained for disclosure and shall permit Historic England to inspect such records as requested from time to time.
- (f) The Consultant acknowledges that any lists or schedules provided by it outlining Confidential Information are of indicative value only and that Historic England may nevertheless be obliged to disclose Confidential Information in accordance with Clause 20 (d).

21 BIODIVERSITY

The Contractor to take all reasonable steps to minimise and where possible avoid adverse impacts on the environment when performing the contract and to take all reasonable steps to restore, maintain and enhance biodiversity on Historic England's estate or any related third party estate.

22. RIGHT TO PUBLISH

- (a) The parties acknowledge that, except for any

information which is exempt from disclosure in accordance with the provisions of the FOIA, the content of this Contract is not Confidential Information. Historic England 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.

- (b) Notwithstanding any other term of this Contract, the Consultant hereby gives his consent for Historic England to publish the Contract in its entirety, including from time to time agreed changes to the Contract, to the general public.

23. SURVIVAL

The provisions of clauses 3, 10, 12, 13, 14, 15, 17, 18, 19, 20 and 22 shall survive the expiry or termination of the Contract however arising.

24. EQUALITY AND DIVERSITY

The Contractor shall, and shall procure that the Contractor Personnel, comply with any applicable anti-discrimination legislation (as may be amended from time to time) and with the Authority's equality and diversity policy as may be amended from time to time, copies of which will be provided by the Authority to the Contractor at the Contractor's written request