

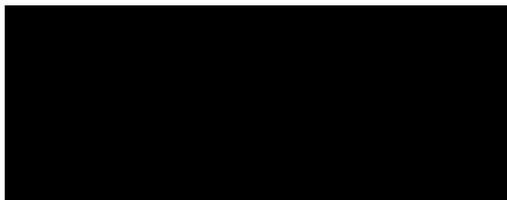
Dated: _____ 202[]

**CONTRACT FOR THE SUPPLY OF SERVICES
BETWEEN:**

(1) THE BOARD OF TRUSTEES OF THE TATE GALLERY

&

(2) [FULL LEGAL NAME OF SUPPLIER] LIMITED



THIS AGREEMENT is made on the ____ day of _____ 202[]
BY AND BETWEEN:

1. **THE BOARD OF TRUSTEES OF THE TATE GALLERY** of Millbank, London, SW1P 4RG ("**Tate**"); and
2. **[FULL COMPANY NAME] LIMITED** a company registered in England & Wales (company registration number [number] whose registered office address is at [address] (the "**Supplier**").

Each a "**Party**" and together the "**Parties**"

Background

- (A) Tate is an exempt charity incorporated under the Museums and Galleries Act 1992. Its mission is to promote public understanding and enjoyment of British, modern and contemporary art.
- (B) Tate wishes the Supplier to deliver certain Services in relation to [].
- (C) Tate's requirements for the Services are as set out in Tate's Service Specification document annexed to this Agreement at Schedule 1.
- (D) This Agreement sets out the entire agreement between the Parties in relation to the Services.

THE PARTIES HEREBY AGREE AS FOLLOWS:

1. DEFINITIONS & INTERPRETATION

- 1.1 In this Agreement, the following words and phrases shall have the following meanings:

Agreement means this Agreement and its recitals and any Schedules;

Commencement Date the date this Agreement commences as set out in Schedule 1;

Confidential Information	means all information of a commercial or proprietary nature relating to Tate or the Supplier obtained before or after the date of this Agreement including without limitation any information relating to knowhow, trade secrets and business affairs;
DPA	Data Protection Act 2018;
Data Protection Legislation	means (i) the GDPR and any applicable national implementing laws as amended from time to time; (ii) the DPA, to the extent that it relates to processing of personal data and privacy and (iii) any other applicable law in respect of Data Protection and privacy issues;
EIR	means the Environmental Information Regulations 2004;
Fee	means the Fees payable by Tate to the Supplier for the Services in accordance with Schedule 1
FOIA	means the Freedom of Information Act 2000;
FOIA Code of Practice	means the Code of Practice on the Discharge of Functions of Public Authorities under Part 1 of the Freedom of Information Act 2000 or any subsequent guidance or code of practice relating to FOIA issued by Her Majesty's Government;
GDPR	means the General Data Protection Regulation (Regulation (EU) 2016/679) and the terms "Controller" , "Processor" , "Data Subject" , "Personal Data" , "Personal Data Breach" and "Data Protection Officer" have the meaning ascribed to them in the GDPR;
Intellectual Property Rights	means patents, trademarks, service marks, registered designs, utility models, design rights, domain names, copyright (including copyright in computer software and databases), database rights, semi-conductor topography rights, inventions, trade

secrets and other confidential information, know-how, business or trade names and all other intellectual and industrial property and rights of a similar or corresponding nature in any part of the world whether registered or not or capable of registration or not and including all applications for, the right to apply for and to sue for past infringements of any of the foregoing rights;

Personnel means all directors, officers, Workers, employees, agents, consultants and contractors;

Premises means [] ;

Services means the services to be provided by the Supplier in accordance with this Agreement and as detailed at Schedule 1;

Supplier Code of Conduct means the Supplier Code of Conduct issued by Tate to the Supplier as detailed at Schedule 3; and

Workers means those Personnel employed by the Supplier to perform the Services as provided under this Agreement.

- 1.2 Headings are for convenience only and do not reflect the interpretation of this Agreement;
- 1.3 Except where the context otherwise requires in this Agreement, words denoting the singular include the plural and vice versa, words denoting any gender include all genders and words denoting persons include firms and corporations and vice versa;
- 1.4 Any reference to a statutory provision includes any statutory modification or re-enactment of it for the time being in force and shall also include any subordinate legislation;
- 1.5 References to this Agreement include its Schedules and Recitals and references to Recitals, Clauses, sub-Clauses and Schedules are to Recitals, Clauses and sub-Clauses of, and Schedules to, this Agreement.

2. SUPPLIER'S OBLIGATIONS

- 2.1 The Supplier shall provide the Services to Tate in accordance with Schedule 1. The Supplier shall perform its obligations with all reasonable skill, care, competence and probity and shall comply with Tate's reasonable instructions.
- 2.2 The Supplier shall provide all supervision, labour, equipment and facilities necessary to perform the Services.
- 2.3 The Supplier shall be deemed to have inspected the Premises and to have satisfied itself as to the conditions and all circumstances affecting the Premises and the carrying out of the Services. Accordingly, no claim by the Supplier for additional payment or extension of time will be allowed on the grounds of any matter relating to the Premises or the circumstances or conditions under which the Services are to be provided.
- 2.4 Tate or its authorised agents may from time to time, as and when it may make such request to the Supplier, inspect the books, operational records and any contractual or other documentation belonging to the Supplier and which is pertinent to this Agreement and may interview such Personnel as it may, in its absolute discretion, deem fit.
- 2.5 The Supplier shall supply workers who have the necessary skills and training to enable them to perform the Services and to provide a safe working environment for staff and visitors to the Premises.
- 2.6 The Supplier shall provide the necessary qualified on-site supervision and coordination of Personnel and shall make both daily and random inspections (with a representative of the Tate when so requested) to ensure that the Services are being satisfactorily performed.
- 2.7 The Supplier shall ensure that all Personnel are fit for the performance of their duties.
- 2.8 The Supplier shall ensure that all Personnel have an adequate knowledge of the Premises and the Services which they are to perform before being assigned to work at the Premises.
- 2.9 The Supplier shall procure that all Personnel shall at all times abide by all of Tate's applicable policies, procedures and rules including but not limited to Tate's Code of Conduct for Contractors and shall comply with the requirements for the Services set out in Schedule 1 and the terms of this Agreement;

- 2.10 Tate reserves the right in its sole discretion to review its policies and procedures, the Code of Conduct for Contractors and Service Specification set out in Schedule 1 upon reasonable written notice to the Supplier.
- 2.11 Tate reserves the right, in its sole discretion, to require the Supplier to immediately remove any Personnel from the Premises (and, where required, to substitute other Personnel) where Tate believes, or has reason to believe, that the Personnel has breached or is likely to breach any of the duties or obligations owed to Tate under this Agreement or otherwise in circumstances where Tate reasonably believes that the Personnel is not suitable for the role.
- 2.12 The Supplier warrants that they will not conduct any activity in relation to the Services that may bring Tate into disrepute or cause any detriment to its standing as an exempt charity and a non-departmental public body.

3. TATE'S OBLIGATIONS

- 3.1 Tate shall appoint an Authorised Representative and other nominated persons to liaise with the Supplier and shall advise the Supplier in writing of such appointments.
- 3.2 Tate shall provide the Supplier with such materials, facilities, services and other matters as may be agreed between them and which the Supplier reasonably requires from Tate in order to deliver the Services.
- 3.3 Tate shall pay the Supplier the Fees as set out in Schedule 1, on receipt of a valid invoice in accordance with Clause 7.

4. COMMENCEMENT AND TERM

- 4.1 This Agreement shall commence on the Commencement Date and shall continue until the Services are completed to Tate's satisfaction, unless terminated earlier in accordance with its terms.

5. ASSIGNMENT AND SUB-CONTRACTING

- 5.1 Neither party may assign or transfer or purport to transfer any of its rights or obligations under this Agreement without the prior written consent of the other Party.
- 5.2 The Supplier shall not without Tate's prior written consent (such consent not to be unreasonably withheld or delayed) sub-contract this Agreement, or any part thereof, other than for the purchase of standard materials or for items the manufacturer or supplier of which is named in this Agreement at Schedule 1.

5.3 The Supplier shall at all times be responsible for the acts and defaults of any sub-contractor as if they were its own.

6. INDEMNITY, LIABILITY & INSURANCE

6.1 Nothing in this Agreement shall exclude or restrict either Party's liability (including vicarious liability) under any indemnity set out in this Agreement, for death or personal injury resulting from the negligence of that Party, for any loss to the extent it is caused by fraud, dishonesty or deceit (including fraudulent misrepresentation) on either Party's part or for any liability which cannot be lawfully excluded or limited.

6.2 Except as set out in Clause 6.1, neither Party shall be liable to the other in contract or tort (including negligence), under statute or otherwise for any loss of profit, damage to goodwill or any special, indirect, incidental, consequential loss, or punitive or exemplary damages, even if such Party has knowledge of the possibility of such loss or damage.

6.3 The Supplier shall indemnify and keep indemnified Tate against:-

6.3.1 any loss or damage to property belonging to Tate or in Tate's possession to the extent that such damage to property is caused by negligence, breach of statutory duty or fault of the Supplier or its Personnel except where such loss or damage is due to the default or wilful negligence of Tate;

6.3.2 without prejudice to the foregoing any loss or damage caused by theft or attempted theft by the Supplier or its Personnel, to a minimum amount in any one instance of (One) £1million);

6.3.3 any liability for death or personal injury to the extent that such death or personal injury is caused by negligence, breach of statutory duty or fault of the Supplier or its Personnel.

6.4 During the term of the Agreement and for a period of six years thereafter, the Supplier shall maintain in force, with a reputable insurance company such policies of insurance to cover the liabilities that may arise under or in connection with the Agreement and Provision of services, and shall, on Tate's request, produce both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance.

6.5 Tate's maximum aggregate liability to the Supplier arising under or in connection with this Agreement shall not exceed £100,000 for direct loss or damage caused by deliberate failure or negligence.

7. FEES & INVOICE PAYMENT

- 7.1 The amount Tate shall pay the Supplier for the Services is set out in Schedule 1.
- 7.2 Any invoice must be in writing and certify that the Services, or part thereof, to which the invoice relates have been performed in accordance with this Agreement. Any invoice must be addressed to the Supplier and sent to Tate.
- 7.3 Tate will make payment within thirty (30) days after receipt and acceptance of a valid invoice from the Supplier.

8. VALUE ADDED TAX AND TAX

- 8.1 "VAT" means the United Kingdom value added tax or any similar sales taxes imposed by HM Revenue & Customs or the officially recognised taxing authority of another country.
- 8.2 All sums in this Agreement exclude VAT and any VAT at the prevailing rate at the tax point date, if applicable, shall be additional.
- 8.3 All sums payable under the terms of this Agreement shall be paid free of any deductions, charges, withholding taxes, VAT or similar. Any such deductions, charges, withholding taxes or similar shall remain the sole responsibility of the incurring Party.

9. RELATIONSHIP WITH TATE

- 9.1 The Supplier is and shall be during the term of this Agreement, an independent contractor and not the servant or employee of Tate.
- 9.2 No person shall by virtue of carrying out the Services or any provision of this Agreement, be considered to be the employee of Tate or have any contractual relationship with the Tate.
- 9.3 Nothing in this Agreement will constitute or will be deemed to constitute a partnership (as defined at law and falling within the context of the Partnership Act 1890) between the Parties and neither Party will have any authority or power to bind the other or to contract in the name of or create liabilities for the other.

10. DATA PROTECTION

The Parties agree that for the purposes of the Data Protection Legislation, each Party will act as Controller and Tate will act as Processor in respect of certain data processed under this Agreement in accordance with Schedule 2.

11. PROGRESS AND INSPECTION

Tate shall have the right to inspect and test the progress of the Services at any time, and to reject any work that is not in accordance with this Agreement.

12. PASSING OF PROPERTY

Where goods belonging to Tate are sent to the Supplier for overhaul, repair or cleaning such goods shall at all times remain the property of Tate. The Supplier shall clearly mark these goods as belonging to Tate and keep them separate from other goods in the Supplier's possession.

13. INTELLECTUAL PROPERTY RIGHTS

13.1 It is agreed that any Intellectual Property Rights of any kind that come into existence in the course of the provision of the Services shall belong to and vest in Tate exclusively. Without limiting the foregoing the Supplier undertakes that the provision of the Services will not infringe the intellectual property rights of any third party and will indemnify Tate against all liabilities, costs and expenses resulting from any breach of such undertaking.

13.2 The Supplier shall ensure that all Personnel:

13.2.1 shall automatically assign any Intellectual Property Rights of any kind to the Supplier that may come into existence in the course of undertaking their duties; and

13.2.2 shall waive any and all moral rights they may have.

13.3 For the avoidance of doubt, the Supplier shall own and retain any pre-existing Intellectual Property Rights in any materials incorporated into any deliverables created for Tate or, where such Intellectual Property Rights are vested in a third party, they shall remain vested in that third party. The Supplier hereby grants Tate a non-exclusive, irrevocable, royalty free, worldwide perpetual licence to use any such pre-existing Intellectual Property Rights as are required for Tate to use the products of the Services.

14. CONFIDENTIALITY

14.1 Subject to the provisions of Clauses 14.2, 14.3 and 15 and subject to the provisions of applicable law, regulations or court order, neither Tate nor the Supplier shall, without the prior consent of the other Party, make any

statement or supply any information to a third party relating to this Agreement or any other Confidential Information which either Party receives by virtue of this Agreement.

- 14.2 The Parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of FOIA, the contents of this Agreement are not Confidential Information.
- 14.3 Notwithstanding any other term of this Agreement, the Supplier hereby gives its consent for Tate to publish this Agreement in its entirety upon prior written notice to the Supplier, including from time to time any agreed changes to the Agreement, to the general public, in accordance with Government requirements and Tate's duties as a publicly funded body.
- 14.4 The Supplier shall not make any press release, publicity statement or publicise the Agreement in any way without Tate's prior written approval.

15. FREEDOM OF INFORMATION ACT 2000

- 15.1 The Supplier acknowledges that Tate is a 'Public Authority' for the purposes of FOIA and EIR. Subject to certain exemptions, Tate may be required to release information to a third party upon request which may relate to the Services and/ or this Agreement.
- 15.2 If Tate receives a request under FOIA and/ or EIR which relates to the Services and/ or this Agreement, the following provisions shall apply:
- 15.2.1 In accordance with the FOIA Code of Practice Tate will use its reasonable endeavours to consult with the Supplier and will take its views into account when considering whether or not the information requested (if held) is exempt from disclosure;
- 15.2.2 The Supplier shall, at its own cost, assist and fully co-operate with any request for consultation to enable Tate to comply with its obligations under FOIA and/ or EIR and to enable Tate to respond to the request within the time for compliance set out in section 10 of FOIA and Regulation 5(2) of EIR;
- 15.2.3 The Supplier acknowledges and accepts that Tate shall be responsible for determining in its absolute discretion whether information is exempt from disclosure under FOIA and the extent of information to be disclosed; and

15.2.4 Without prejudice to Clause 15.2.1, the Supplier further acknowledges and accepts that Tate may, acting in accordance with the FOIA Code of Practice, be obliged to disclose information:

- (i) without consulting with the Supplier (including, without limitation, when directed to do so by the Information Tribunal or by the Information Commissioner) but where practicable, shall notify the Supplier prior to such disclosure; or
- (ii) following consultation with the Supplier and having taken its views into account.

15.3 Tate shall not be liable for any loss or damage that the Supplier may suffer as a result of Tate's disclosure of information under FOIA and/ or EIR.

15.4 The obligations contained in this Clause 15 shall remain in force notwithstanding the termination of this Agreement for any reason whatsoever.

16. TERMINATION

16.1 Tate may by notice in writing to the Supplier terminate this Agreement with immediate effect without prejudice to any other right or remedy if the Supplier commits a material breach of this Agreement which in Tate's sole discretion is incapable of remedy. Such material breach includes but is not limited to:

16.1.1 **Discriminatory treatment of Personnel** – for example, where the Supplier selects or has selected personnel on grounds which are discriminatory in respect of, but not limited to sex, marital status, race, colour, ethnicity, disability, age, religion or similar beliefs, sexual orientation, gender identity or gender expression, or on grounds which are otherwise believed to be unfair by Tate;

16.1.2 **Illegal Conduct** – for example, where the Supplier shall act or act in concert with any person who has been convicted of any crime of theft, fraud, tax evasion, bribery or other dishonest act or offences against children or vulnerable people;

16.1.3 **Insolvency** – for example where, being a company, the Supplier shall become insolvent or call any meeting of its creditors or have a receiver, administrator, trustee or similar officer of all or any of its assets appointed (or if an application or petition is presented to the Court in connection with the appointment of any of the foregoing) or enters into any liquidation or enters into any arrangement with its creditors generally;

16.1.4 **Other detrimental conduct** – where Tate considers in its sole discretion that the Supplier's behaviour risks bringing Tate into disrepute or causing any detriment to its standing as an exempt charity and a non-departmental public body;

16.1.5 **Supplier code of Conduct** –where Tate considers in its sole discretion that the Supplier's behaviour has breached the Supplier Code of Conduct and risks bringing Tate into disrepute or causing any detriment to its standing as an exempt charity and a non-departmental public body.

16.2 Without prejudice to Clause 16.1, if the Supplier is in breach of any of its other obligations under this Agreement and which is capable of remedy, Tate shall be entitled to give the Supplier notice to immediately remedy the breach. If the Supplier fails to remedy the breach within 30 days of the breach, having regard to the nature of the breach, Tate shall be entitled to immediately terminate the Agreement and either carry out itself or employ others to carry out the Services that the Supplier has not performed at the Supplier's risk and cost.

16.3 On termination under Clauses 16.1 or 16.2 Tate shall be under no obligation to pay the Supplier any further sums apart from fees payable for Services rendered before the Agreement was terminated.

16.4 On completion of any Services following termination under Clauses 16.1 or 16.2 Tate shall pay the Supplier, or be entitled to recover from the Supplier, the difference between the sums due to the Supplier for the Services performed by the Supplier in accordance with this Agreement up to the date of termination, and, in the event of termination under Clauses 16.1 or 16.2, the costs incurred by Tate in the completion of the Services, together with any and all direct losses suffered by Tate arising out of the Supplier's breach or default.

16.5 Irrespective of any other provision of this Agreement Tate shall have the right at any time to terminate this Agreement without cause on giving the Supplier at least 180 days' prior written notice.

17. FORCE MAJEURE

17.1 If either Party is prevented from or delayed in the performance of its obligations under the Agreement by an event beyond the reasonable control of that Party including, without limitation, acts of God, war, riot, civil

commotion, malicious damage, compliance with any law or governmental order, rule regulation or direction or any overriding emergency procedures, accident, fire, flood, storm and strikes or any industrial action other than by employees of either Party, that Party may notify the other in writing of an event of Force Majeure and the effect of the event on its ability to perform its obligations under this Agreement and the contractual obligations of the Parties shall be suspended for so long as the event continues and to the extent that Party is so prevented, hindered or delayed.

- 17.2 If the event of Force Majeure continues for a period less than thirty (30) days then on the ending of the Force Majeure event the contractual obligations of the Parties shall be reinstated with such reasonable modifications to take account of the Force Majeure event as may be agreed between the Parties.
- 17.3 If the event of Force Majeure shall continue for a period of more than thirty (30) days, then unless otherwise agreed between the Parties the Agreement shall be considered as terminated by mutual consent.
- 17.4 On notification of an event of Force Majeure under Clause 17.1 Tate shall be under no obligation to pay the Supplier any further sums apart from fees payable for Services rendered before the notification was made.

18. ANTI-BRIBERY AND TAX EVASION

- 18.1 In connection with the provision of services and/or other activities to be carried out under this Agreement:

18.1.1 the Parties will not tolerate bribery in any form (as defined by the Bribery Act 2010 and any subsequent law).

18.1.2 each Party shall comply with, and shall ensure that its officers, directors, employees and any third parties engaged or instructed by it to act for or on behalf of either Party (the 'Relevant Persons') are aware of and comply with all anti-bribery and corruption laws applicable to this Agreement (ABC Laws).

18.1.3 the Relevant Persons shall not:

- (i) take any actions or make any omissions that would cause either Party to be in violation of any applicable ABC Laws.
- (ii) directly or indirectly, offer, pay, promise to pay or authorise any bribe, other undue financial or other advantage or make any facilitation payment to, or receive any bribe or other undue financial

or other advantage from, a public official or a private party in connection with this Agreement.

18.2 The Parties represent, warrant and undertake to each other that:

18.2.1 neither it nor any other group companies has been the subject of legal proceedings or regulatory action relating to tax evasion or the facilitation of Tax Evasion (as defined in the Criminal Finances Act 2017);

18.2.2 neither it nor any other group companies shall commit Tax Evasion nor undertake any activities which would facilitate any associated person (as defined in the Criminal Finances Act 2017) committing Tax Evasion, in undertaking its obligations under this Agreement.

18.3 The Supplier acknowledges that any breach of its obligations under this Clause 18 would constitute a material breach of contract for which Tate would be entitled to terminate this Agreement with immediate effect.

19. MODERN SLAVERY ACT 2015

19.1 In performing its obligations under the agreement, the Supplier shall:

19.1.1 comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force including but not limited to the Modern Slavery Act 2015;

19.1.2 have and maintain throughout the term of this agreement its own policies and procedures to ensure its compliance;

19.1.3 not engage in any activity, practice or conduct that would constitute an offence under sections 1, 2 or 4, of the Modern Slavery Act 2015 if such activity, practice or conduct were carried out in the UK;

19.1.4 include in its contracts with its subcontractors and suppliers antislavery and human trafficking provisions that are at least as onerous as those set out in this Clause 19.5.

20. WHISTLEBLOWING

Tate has a Whistleblowing Policy a copy of which may be obtained on request. the Supplier may rely on and follow this policy in order to make Tate aware of any concerns they have with regard to any contractual or other arrangements with Tate.

21. DIVERSITY AND INCLUSION

- 21.1 Tate is committed to diversity and inclusion, and has a legal duty to consider the need to eliminate discrimination and promote equality of opportunity with regards to age, disability, gender identity or gender expression, race, ethnicity, religion or belief, sex and sexual orientation, marriage or civil partnership or pregnancy or maternity when procuring and contracting for goods, services and works. Tate expects the Supplier to meet and exceed its statutory obligations under the Equality Act 2010.
- 21.2 The Supplier represents, warrants and undertakes to Tate that they will not unlawfully discriminate under the Equality Act 2010 both in relation to employment and the provision of goods and services and will take all reasonable steps to ensure that Personnel meet their obligations under the Equality Act 2010.

22. DIGNITY AND RESPECT

- 22.1 Tate is committed to creating an inclusive work environment for everyone who works on their sites, regardless of their employer, which is a safe and non-threatening workplace where individual contributions are valued and recognised.
- 22.2 Tate takes instances of discrimination, harassment, bullying or disrespectful behaviour extremely seriously. Tate will not tolerate harassment or discrimination on the grounds of age, disability, sex, gender identity or gender expression, ethnicity or race, religion or belief and sexual orientation socio-economic background, professional status or any other factor.
- 22.3 The Supplier shall ensure that all Personnel deployed on Tate's sites are made aware of Tate's Dignity and Respect policy and that each and every Personnel upholds the standards of behaviour set out in this policy. Tate reserves the right to require the Supplier to remove from site any Personnel whose behaviour is found to be in breach of these standards. Personnel on Tate sites are also entitled to expect the same standards of behaviour from Tate staff and all other persons with whom they come into contact on Tate sites. The Supplier shall ensure that all Personnel deployed on Tate's sites are also aware of their own rights under Tate's Dignity and Respect policy and shall have in place appropriate procedures and support to deal with any instances of discrimination, harassment, bullying or any other disrespectful behaviour reported to them.

27. VALIDITY & ENFORCEABILITY

If any provision of this Agreement is held to be, in whole or in part, for any reason illegal, invalid or unenforceable then the provisions which are legal, valid and enforceable will (to that extent) continue in force and effect.

28. NO WAIVER

The failure of either Party to insist upon strict performance of any provision of this Agreement, or the failure of either Party to exercise, or any delay in exercising, any right or remedy shall not constitute a waiver of that right or remedy and shall not cause a diminution in the obligations established by this Agreement. No waiver shall be effective unless it is expressly stated to be a waiver and communicated to the other Party in writing. A waiver of any right or remedy arising from a breach of the Agreement shall not constitute a waiver of any right or remedy arising from any other or subsequent breach of this Agreement.

29. RIGHTS OF THIRD PARTIES

No person who is not a party to this Agreement will have the right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.

30. SURVIVAL

30.1 Any and all obligations contained in any provision of this Agreement that by its/ their nature is/ are intended to survive expiration and/or termination of this Agreement shall remain in force notwithstanding the expiration or termination of this Agreement for any reason whatsoever.

30.2 Termination or expiry of this agreement shall not affect any rights, remedies, obligations or liabilities of the Parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination or expiry.

31. COSTS AND EXPENSES OF NEGOTIATION

Each Party shall bear its own costs and expenses with regard to all negotiations and activities relating to this Agreement.

32. LAW & JURISDICTION

The contract shall be governed by and construed in all respects in accordance with the laws of England and Wales and the Parties submit to the exclusive jurisdiction of the Courts of England and Wales.

Signed by

For and on behalf of the Board of Trustees of the Tate Gallery

Date

Signed by

For and on behalf of []

Date

Schedule 1

[Contract No:]	[CONTRACT NUMBER]
[Tate's representative:]	Name: [NAME] Title: [TITLE] Email: [EMAIL] Telephone: [Telephone] Postal Address: [POSTAL ADDRESS]
Details of Services:	[DETAILS OF SERVICES]
Supplier:	[COMPANY NAME] LIMITED (No. [NUMBER])
Supplier's address:	[ADDRESS]
Supplier's VAT number:	[NUMBER]
[Supplier's representative:]	Name: [NAME] Title: [TITLE] Email: [EMAIL] Telephone: [Telephone] Postal Address: [POSTAL ADDRESS]
Commencement Date:	[[DATE] OR The date on the Contract has been signed by both Parties.]
Fees:	[[PRICE]
[Specification:]	[TECHNICAL, DESIGN, PERFORMANCE, BUSINESS OR REGULATORY REQUIREMENTS]
Termination date:	[[NUMBER] [years] from the Commencement Date OR [DATE]]

Schedule 2 – Data Protection

1. Additional Definitions

For the purposes of this Schedule the following definitions shall apply:

Law	means any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of Section 2 of the European Communities Act 1972, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which either Party in question is bound to comply;
Data Protection Impact Assessment	an assessment by Tate of the impact of the envisaged processing on the protection of Personal Data;
Data Breach Event	any event that results, or may result, in unauthorised access to Personal Data held by Tate under this Agreement, and/or actual or potential loss and/or destruction of Personal Data in breach of this Agreement, including any Personal Data Breach;
Data subject request	a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data;
Protective Measures	appropriate technical and organisational measures with reference to the risks of any given processing activity which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted; and
Sub-processor	any third party appointed to process Personal Data on behalf of Tate related to this Agreement.

2. Joint Data Controllers

- 2.1 This clause 2 sets out the framework for the sharing and use of personal data between the Parties as data controllers. Each Party acknowledges that they will disclose (as a Data Discloser) to the other Party (as a Data Recipient) and its Permitted Recipients the Shared Personal Data for the Agreed Purposes, whereby:

- 2.1.1 Shared Personal Data shall be confined to the following categories of information relevant to the following categories of data subject:
 - 2.1.1.1 contact details of Tate and the Supplier's employees, to include;
 - a. name,
 - b. role as employee,
 - c. telephone number,
 - d. email address, and
 - e. any other details reasonably required.
 - 2.1.2 Agreed Purposes shall mean the processing of personal data between Tate and the Supplier to fulfil their respective contractual obligations under this Agreement.
 - 2.1.3 Permitted Recipients shall mean Tate and the Supplier, and the employees of each Party, acting in relation to the Agreed Purposes.
 - 2.1.4 Each Party shall comply with all the obligations imposed on a controller under the Data Protection Legislation.
 - 2.1.5 **[Details for the Supplier]** shall act as the initial point of contact for data subjects in respect of the Shared Personal Data.
- 2.2 Each Party acting as Data Discloser shall:
 - 2.2.1 ensure that it has all necessary notices and consents in place to enable lawful transfer of the Shared Personal Data to the Permitted Recipients for the Agreed Purposes;
 - 2.2.2 give full information to any data subject whose personal data may be processed under this agreement of the nature such processing under Article 13 and 14 of the GDPR. This includes giving notice that, on the termination of this agreement, personal data relating to them may be retained by or, as the case may be, transferred to one or more of the Permitted Recipients, their successors and assignees;
 - 2.2.3 otherwise take primary responsibility in respect of the Shared Personal Data it has transferred for:
 - 2.2.3.1 responding to data subject requests under Articles 15-22 of the GDPR;
 - 2.2.3.2 notifying the Information Commissioner (and data subjects) where necessary about data breaches; and
 - 2.2.3.3 maintaining records of processing under Article 30 of the GDPR.
- 2.3 Each Party acting as Data Recipient shall:
 - 2.3.1 process the Shared Personal Data only for the Agreed Purposes;
 - 2.3.2 not disclose or allow access to the Shared Personal Data to anyone other than the Permitted Recipients;
 - 2.3.3 ensure that all Permitted Recipients are subject to obligations of confidentiality concerning the Shared Personal Data;

- 2.3.4 ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data.
- 2.3.5 not transfer any personal data received from the Data Discloser outside the EEA unless the transferor:
 - 2.3.5.1 complies with the provisions of Articles 26 of the GDPR (in the event the third party is a joint controller); and
 - 2.3.5.2 ensures that (i) the transfer is to a country approved by the European Commission as providing adequate protection pursuant to Article 45 GDPR; (ii) there are appropriate safeguards in place pursuant to Article 46 GDPR; or (iii) one of the derogations for
- 2.4 Each Party shall assist the other in complying with all applicable requirements of the Data Protection Legislation. In particular, each Party shall:
 - 2.4.1 make available to any data subject whose personal data may be processed under this Agreement the essence of the arrangement contained in this schedule;
 - 2.4.2 consult with the other Party about any notices given to data subjects in relation to the Shared Personal Data;
 - 2.4.3 promptly inform the other Party about the receipt of any data subject access request;
 - 2.4.4 allow for audits of Data Processing activity by the other Party or the other Party's designated auditor;
 - 2.4.5 provide the other Party with reasonable assistance in complying with any data subject access request;
 - 2.4.6 not disclose or release any Shared Personal Data in response to a data subject access request without first consulting the other Party wherever possible;
 - 2.4.7 assist the other Party in responding to any request from a data subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to record-keeping, security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
 - 2.4.8 notify the other Party without undue delay on becoming aware of any breach of the Data Protection Legislation in respect of the Shared Personal Data, including any change to the accuracy or relevance of the Shared Personal Data;
 - 2.4.9 delete or return Shared Personal Data and copies thereof to the Data Discloser within 30 days of a written direction from the Data Discloser, or otherwise when the Shared Personal Data is no longer reasonably

necessary for the Agreed Purposes unless required by law to store the personal data;

2.4.10 maintain complete and accurate records and information to demonstrate its compliance with this schedule and allow for audits by the other Party or the other Party's designated auditor; and

2.4.11 provide the other Party with contact details of at least one employee as point of contact for the other Party and for data subjects and responsible manager for all issues arising out of the Data Protection Legislation, including the joint training of relevant staff, the procedures to be followed in the event of a data security breach, and the regular review of the parties' compliance with the Data Protection Legislation.

Schedule 3 – Supplier Code of Conduct

Introduction

Tate is mindful of the duty it has to its audiences, colleagues, and communities to operate in an ethical and sustainable manner, and to ensure compliance with all applicable law, regulatory requirement, and best practice.

Tate is committed to ensuring that its supply chain is a force for good. As part of this we will strive to ensure that working conditions are safe, that all workers are treated with respect and dignity, and that all suppliers are working to reduce their carbon footprint.

As part of this commitment, Tate then requires the suppliers who do business with us to ensure that they and their supply chains are operating in a legally compliant, ethical, socially responsible, and environmentally sustainable manner.

This Supplier Code of Conduct will describe the main principles and values Tate expects all its suppliers to stick to when bidding for, and delivering contracts, for goods, works and services. The code of conduct will act as a 'conversation starter' between Tate and its suppliers, particularly where sustainability is concerned, and we hope that many fruitful discussions will be had between buyers and suppliers.

Thank you,

Declan McAlister

Head of Procurement

Tate

Tate Values

Our values help in building the kind of Tate all wish to see; a Tate which is inclusive, collaborative, and supportive of all who work at Tate or for Tate. Our suppliers have a key role to play in helping us to embed these values into everything we do.

Open

We're welcoming, generous-spirited and inquisitive, with an open-source attitude that thrives on collaboration.

Bold

We have the courage of our convictions, we're willing to take imaginative risks, and we aren't afraid of failure - so long as we learn from it.

Rigorous

We'll win people's trust if we're accountable for our actions and excellence underpins everything we do.

Kind

We value and respect each other, our partners and our visitors, striving to make every encounter memorable and enriching.

Applicable Law

Suppliers to Tate shall comply with all laws that are applicable to its business worldwide, by any UK law that is applicable to the business being conducted for Tate, and specifically the:

- *Bribery Act 2010*
- *Equality Act 2010*
- *Modern Slavery Act 2015*

Global ethical standards

Suppliers to Tate should adhere to the ten principles of the [United Nations Global Compact](#).

These are ten central principles of corporate sustainability and will help ensure that suppliers to Tate are operating in ways that meet minimum standards of human rights, labour, environmental concern, and anti-corruption. These principles act as the basis for this Supplier Code of Conduct.

Human Rights

1. Businesses should support and respect the protection of internationally proclaimed human rights; and
2. make sure that they are not complicit in human rights abuses.

Labour

3. Businesses should uphold the freedom of association and the effective recognition of the right to collective bargaining;
4. the elimination of all forms of forced and compulsory labour;
5. the effective abolition of child labour; and
6. the elimination of discrimination in respect of employment and occupation.

Environment

7. Businesses should support a precautionary approach to environmental challenges;
8. undertake initiatives to promote greater environmental responsibility; and
9. encourage the development and diffusion of environmentally friendly technologies.

Anti-Corruption

10. Businesses should work against corruption in all its forms, including extortion and bribery.

Standards of Behaviour

Ethical Behaviour

Tate expects high standards of behaviour from suppliers and refers to [the Nolan Principles](#) as a benchmark. We expect that conflicts of interests are to be avoided where possible and managed effectively where they cannot be prevented.

We require our suppliers to be clear about the ethical standards they expect of their own employees, partners, and subcontractors, and to have adequate processes that review and apply these standards.

Counter Fraud and Corruption

Tate will not accept any form of corrupt practice that we become aware of. We expect that suppliers adhere to anti-corruption law, explicitly the Bribery Act 2010, the Criminal Finances Act 2017, and the Sanctions and Anti-Money Laundering Act 2018. We expect that suppliers will have strong processes to ensure that any sub-contractors also comply with these laws.

Transparency

In line with our values, Tate seeks to be open, honest, and collaborative in our dealings with suppliers, and Tate expects a similar level of honesty and accessibility in return.

Supply Chain

Suppliers to Tate should deal fairly with the subcontractors in their supply chain and should also ensure prompt payment is made of all invoices.

Modern slavery

Tate unreservedly condemns modern slavery and human trafficking wherever in the world it occurs. Tate has a zero-tolerance approach to modern slavery, and we are committed to implementing effective systems and controls to ensure modern slavery is not taking place anywhere in our own business or in any of our supply chains.

As part of this commitment, suppliers to Tate are to observe the spirit of the Modern Slavery Act 2015. Where suppliers are required by the act to prepare a Modern Slavery statement, they should do so and ensure it is published in a prominent location on their website.

Suppliers shall ensure that they are not directly engaged in slavery, forced labour or human trafficking. Suppliers shall take reasonable steps to identify potential risks of modern slavery taking place indirectly through their supply chains and use their buying power to influence their suppliers to stop or reform their activities.

In line with enforcing this zero-tolerance approach, Tate reserves the right to inspect the supplier's premises and interact with workers without notice.

Employment and welfare standards

Tate believes that suppliers should protect the human rights of their employees and treat them with respect and dignity.

Suppliers are expected to provide a safe, fair, and ethical workplace that adheres to labour law, health and safety legislation and welfare standards. The freedom of association and the right to collective bargaining is to be respected so that workers have the right to join a trade union or to bargain collectively. Working conditions are to be made safe and hygienic, and health and safety at work is promoted and maintained by senior management representatives. Working hours shall comply with national laws and any collective agreements set, and in any case will adhere to the Working Time Regulations 1998.

Suppliers to Tate are expected to pay [the Living Wage](#) to employees, as set from time to time by the Living Wage Foundation. As of 06 February 2020, this is set at £10.75 per hour in London and £9.30 across the rest of the UK.

Sustainability and the environment

Tate has [declared](#) a climate emergency. Through this Tate is determined to reduce its carbon footprint by 10% by 2023, to embed the principles of sustainability within our systems, values, and programmes and to start the conversation with suppliers on these topics.

Suppliers to Tate are expected to support this agenda by not only being compliant with all current environmental legislation, but by minimising the environmental impact of your business. This can be achieved by conserving the amount of energy and water you consume, and where energy must be consumed making these processes more efficient. Suppliers should reduce waste by using packaging that minimises the amount of material used and ensuring that, where practicable, material used is recyclable.

Suppliers should expect Tate to be proactive on this topic and prepare themselves for discussions on sustainability improvements.

Social responsibility

We expect our suppliers to act for the benefit of society at large, by being aware of their social responsibilities and seeking to contribute directly to the communities they operate in. Suppliers ought to uphold the Tate values, the standards laid out in this code and support corporate social responsibility areas such as diversity and inclusion, carbon footprint reduction, prompt payment etc.

Diversity and Inclusion

Tate seeks to maintain a supplier base that reflects the diversity of staff and visitors. In this manner, Tate will ensure that diverse businesses (i.e. those owned, operated, or controlled by ethnic minorities, women, LGBT+ people, people with a disability etc.) will have equal opportunity to become suppliers to Tate. Tate therefore expects all of its suppliers to have similar policies to promote supply chain diversity.

Suppliers are expected to have policies or procedures that explicitly ban disrespectful behaviour, discrimination, bullying, or harassment based on the 9 protected characteristics as set out by the Equality Act: age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion or belief, sex, and sexual orientation.

Tate may seek to terminate any contract on performance grounds if a supplier is found to have breached this code of conduct.

