

**Good afternoon. Regarding the points below, contained in your contract, these points would not be acceptable from our perspective, so if there is no discussion to be had around these, we will invariably have to no-bid**

**Q1. If the customer is overdue on payment we still have to provide the services to them.**

A1. As no clause has been specifically referenced, we presume this is in relation to clause 5.7. We understand your concern. The clause is there to ensure continuity of service, but it does not remove your protection. Under the Procurement Act 2023, Social Care Wales is legally required to pay all valid, undisputed invoices within 30 days, and we must notify you promptly of any issue with an invoice. These rights apply automatically and are stated within clause 5.4. In addition, as a public body we must publish our payment performance twice a year, so we are strongly held to account for timely payment. Together, these protections ensure that you will not be left in a position where payments are delayed without explanation.

**Q2. You want a licence to copy and modify our product during the contract.**

A2. As no clause has been specifically referenced, we presume this is in relation to clause 10.2. As you will see there are two options under this clause for finalisation upon contract award. In this case option one would apply. In terms of option 1 clause 10.2.2, this clause is simply to ensure we can continue using the deliverables that you create for us under the contract such as configuration, documentation, and training materials. It does not give us any rights to copy, modify, or redevelop your HR system or any of your proprietary IP, and we will be happy to add a clarification sentence to this clause for the avoidance of doubt upon contract award e.g. "For the avoidance of doubt, this licence does not apply to or give Social Care Wales any rights over the Supplier's underlying system, platform, source code, or any pre-existing Supplier IP, and applies only to deliverables produced specifically for Social Care Wales under this contract."

**Q3. You want to cover all losses under the agreement on an indemnity basis.**

A3. As no clause has been specifically referenced, we presume this is in relation to clause 10.3.2. We understand your concern about the indemnity wording.

This clause is not intended as a general 'all losses' indemnity. It is a standard IP-infringement indemnity found in almost all public-sector and software contracts. It applies only where a third party claims that the supplier's system or deliverables infringe their intellectual property rights. It does not expose you to unlimited liability for unrelated issues. We are also happy to include a clarifying sentence in the contract to confirm this intention e.g. "For the avoidance of doubt, this indemnity applies only to claims relating to actual or alleged infringement of third-party intellectual property rights by the Supplier's system, deliverables, or materials, and does not constitute a general indemnity for all losses under the Agreement."

**Q4. You want to uncap all loss relating to data protection.**

A4. As no clause has been specifically referenced, we presume this is in relation to clause 5.9. This is a standard clause used across the public sector and applies only where a data-protection issue arises from the supplier's own unauthorised or unlawful processing of personal data. It is not a general uncapped liability, it is limited specifically to breaches caused by the supplier. The purpose of the clause is simply to ensure Social Care Wales is protected from regulatory or legal action arising from matters outside our control. If helpful, we are happy to add wording to make this intention explicit, e.g. "For the avoidance of doubt, this indemnity applies only to losses arising from the Supplier's own unauthorised or unlawful processing of Personal Data and does not constitute a general uncapped indemnity for other types of loss under the Agreement."

**Q5. The contract contains a provision allowing the customer to terminate for convenience.**

A5. As no clause has been specifically referenced, we presume this is in relation to clause 23.1. The termination-for-convenience clause is standard in public sector contracts, as it ensures compliance with governance, funding and statutory requirements. The one-month notice period in the draft is only a placeholder, we tailor this for each contract, and for this type of HR system we would expect to agree a three-month notice period. We want to reassure you that this clause is not intended to create instability, it is simply a standard safeguard. Our intention is to maintain a long-term partnership, and termination for convenience is used only in exceptional circumstances.