



Department
for Education

Contract

For

The Provision of the DCS/Aspirant Leadership Programme

Between

THE SECRETARY OF STATE FOR EDUCATION

And

VSC PLUS LIMITED

CON_24460

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Award Form

This Award Form creates this Contract. It summarises the main features of the procurement and includes the Buyer and the Supplier's contact details.

1. Buyer	THE SECRETARY OF STATE FOR EDUCATION whose head office is at Sanctuary Buildings, 20 Great Smith Street, London, SW1P 3BT (the Buyer).
2. Supplier	<p>Name: VSC Plus Ltd (VSC Plus Ltd is a wholly owned subsidiary of The Staff College (the parent company). Parent company registration number is 3691651).</p> <p>Address: The Staff College, Dalton Place, 29 John Dalton Street Greater Manchester, M2 6FW</p> <p>Registration number: 05059011</p>
3. Contract	<p>This Contract between the Buyer and the Supplier is for the supply of Deliverables, being the provision of the DCS/Aspirant Leadership Programme - see Schedule 2 (Specification) for full details.</p> <p>This opportunity is advertised in this Contract Notice in Find A Tender, reference 2023-042622 (FTS Contract Notice).</p>
4. Contract reference	con_24460
5. Buyer Cause	Any material breach of the obligations of the Buyer or any other default, act, omission, negligence or statement of the Buyer, of its employees, servants, agents in connection with or in relation to the subject-matter of this Contract and in respect of which the Buyer is liable to the Supplier.
6. Collaborative working principles	<p>The Collaborative Working Principles apply to this Contract.</p> <p>See Clause 3.1.3 for further details.</p>

7. Financial Transparency Objectives	<p>The Financial Transparency Objectives apply to this Contract.</p> <p>See Clause 6.3 for further details.</p>
8. Start Date	Date of final signature. Programme Delivery Periods will commence from 1 April 2024.
9. Expiry Date	31 December 2026 (subject to any extension periods)
10. Extension Period	<p>The Initial Contract Period will run until 31 December 2026 (a total of 33 months). Programme Delivery Periods must conclude by 31 March 2026 and the remainder of the Initial Contract Period will cover the Aspirant Coaching Period only.</p> <p>The Buyer may extend the Contract at its sole discretion by giving not less than 3 calendar months' notice in writing to the Supplier before 31 March 2026.</p> <p>The Buyer may extend the Contract to accommodate up to two further Programme Delivery Periods of the DCS and Aspirant Strand.</p> <p>Any extension will be subject to the satisfactory performance of the Supplier's obligations under the Contract during the Initial Contract Period, and the Supplier demonstrating to the satisfaction of the Buyer the economic benefit of the requirement to extend the contract.</p> <p>The Parties agree that the any extension will be subject to a review and potential adjustment to the Charges in the context of indexation which the Supplier will be required to evidence and justify to the Buyer's satisfaction. The Buyer will decide the indices to be applied.</p> <p>The Conditions of the Contract shall apply throughout any such extension period unless amended in writing by the Parties.</p>
11. Ending this Contract without a reason	<p>The Buyer shall be able to terminate this Contract in accordance with Clause 14.3.</p>

<p>12. Incorporated Terms (together these documents form the "this Contract")</p>	<p>The following documents are incorporated into this Contract. Where numbers are missing we are not using these Schedules. If there is any conflict, the following order of precedence applies:</p> <ul style="list-style-type: none"> (a) This Award Form (b) Any Special Terms (see Section 14 (Special Terms) in this Award Form) (c) Schedule 31 (Buyer Specific Terms) (d) Core Terms (e) Schedule 36 (Intellectual Property Rights) (f) Schedule 1 (Definitions) (g) Schedule 6 (Transparency Reports) (h) Schedule 20 (Processing Data) (i) The following Schedules (in equal order of precedence): <ul style="list-style-type: none"> (i) Schedule 2 (Specification) (ii) Schedule 3 (Charges) (iii) Schedule 4 (Tender) (iv) Schedule 5 (Commercially Sensitive Information) (v) Schedule 7 (Staff Transfer) (vi) Schedule 8 (Implementation Plan & Testing) (vii) Schedule 10 (Service Levels) (viii) Schedule 11 (Continuous Improvement) (ix) Schedule 12 (Benchmarking) (x) Schedule 13 (Contract Management) (xi) Schedule 16 (Security) (xii) Schedule 18 (Supply Chain Visibility) (xiii) Schedule 19 (Cyber Essentials Scheme) (xiv) Schedule 20 (Processing Data) (xv) Schedule 21 (Variation Form) (xvi) Schedule 22 (Insurance Requirements) (xvii) Schedule 23 (Guarantee) (xviii) Schedule 25 (Rectification Plan) (xix) Schedule 26 (Sustainability)
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	<p>(xx) Schedule 27 (Key Subcontractors)</p> <p>(xxi) Schedule 28 (ICT Services)</p> <p>(xxii) Schedule 29 (Key Supplier Staff)</p> <p>(xxiii) Schedule 30 (Exit Management)</p> <p>(j) Schedule 4 (Tender), unless any part of the Tender offers a better commercial position for the Buyer (as decided by the Buyer, in its absolute discretion), in which case that part of the Tender will take precedence over the documents above.</p>
13. Special Terms	<p>Special Term 1 – The following definitions are added to the Contract:</p> <p>“Aspirant Coaching Period” means coaching pertaining to the Aspirant Strand to be delivered by no later than 31 December of the same calendar year in which the Aspirant Strand cohorts complete the programme.</p> <p>“DCS Coaching Period” means coaching pertaining to the DCS Strand to be delivered during the DCS Programme Delivery Period.</p> <p>“Aspirant Strand” means the training and support provided on the leadership programme from September to March in each year of the programme, aimed at those aspiring to the role of a DCS, with the Programme Delivery Period concluding by March of each year, and followed by the Aspirant Coaching Period.</p> <p>“DCS Strand” means the training and support provided on the leadership programme aimed at new Directors of Children’s Services, delivered on a 12-month rolling basis inclusive of coaching, to be concluded by 31 March 2026. During the Initial Contract Period, for DCSs commencing the programme less than 12 months before 31 March 2026, transition arrangements will be agreed between the Buyer and the Supplier pursuant to Clause 4, Schedule 30 (Exit Plan).</p> <p>“Initial Contract Period” means the Start Date until 31 December 2026 (a total of 33 months).</p> <p>“Interval Payments” means payments attached to Milestones throughout the length of the contract paid to the Supplier in accordance with the Payment Mechanism tab in the Pricing Schedule as set out in Schedule 3 (Charges).</p> <p>“Programme Delivery Period” means the period of time for delivering either the DCS Strand or Aspirant Strand.</p>

	<p>“Service Fee” means a monthly fee paid to the Supplier in accordance with the Payment Mechanism tab in the Pricing Schedule as set out in Schedule 3 (Charges).</p> <p>“Set Up Costs” means any costs associated with the Set Up Period.</p> <p>“Set Up Period” means the period of time as specified in the Supplier’s Pricing Schedule, as included in Schedule 3 (Charges).</p> <p>“Total Contract Value” means the overall contract value including Set Up Costs and Programme Delivery Period costs.</p> <p>“Total Tendered Price” means only the Programme Delivery Period costs.</p> <p>Special Term 2 – The following provisions will apply to the Contract:</p> <p>Coaching Periods: DCS Strand and Aspirant Strand</p> <ul style="list-style-type: none"> a) For both the DCS Strand and the Aspirant Strand, the Supplier will be obligated to provide progress reports to the Buyer on a monthly basis setting out: <ul style="list-style-type: none"> i) Confirmation on how many coaching sessions have been successfully signed up to and delivered for each participant and the number of outstanding sessions still to be delivered; ii) Reasons for participant non-attendance, if applicable; and iii) Plans or activity to maximise coaching take-up against forecasted sessions. <p>Special Term 3 - Clause 6.11 of the Core Terms is deleted and replaced with the below Clause 6.11:</p> <p>6.11 Except where an Audit is imposed on the Buyer by a regulatory body or where the Buyer has reasonable grounds for believing that the Supplier has not complied with its obligations under this Contract, the Buyer may not conduct an Audit of the Supplier or of the same Key Subcontractor more than once in any Contract Year.</p>
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	<p>Special Term 4 - Clause 6.5 of the Core Terms is deleted and replaced with the below Clause 6.5:</p> <p>6.5 The Buyer or an Auditor can Audit the Supplier. The Buyer will use reasonable endeavours to ensure that all Audits within its control are carried out during normal Work Hours, and on reasonable notice. The Supplier accepts and acknowledges that control over the conduct of Audits carried out by the Auditor is outside of the control of the Buyer.</p>
	<p>Special Term 5 – Clause 2.6 of the Core Terms is deleted in its entirety.</p>
	<p>Special Term 6 - Clause 3.3.1 of the Core Terms is deleted and replaced with the below Clause 3.3.1:</p> <p>3.3.1 Late Delivery of the Services against the Milestones agreed between the Parties in the Implementation Plan and/or Project Plan will be a Default of this Contract, unless it is the case that the Buyer has expressly acknowledged the delay in writing pursuant to timely receipt of evidence from the Supplier in advance of the Milestone that is subject to the late Delivery of its reasons and mitigations for the late Delivery. Any late Delivery must be evidenced to the satisfaction of the Buyer prior to the Milestone which is subject to the late Delivery. The Buyer reserves the right to place the Supplier in Default of the Contract if the reasons and mitigations for late Delivery evidenced by the Supplier are not satisfactory to the Buyer on any one occasion, or if repeated late Delivery occurs.</p>
	<p>Special Term 7 - Clause 5.2.3 of the Core Terms is deleted and replaced with the below Clause 5.2.3:</p> <p>5.2.3 can demonstrate it has taken reasonable steps to mitigate the impact of the Buyer Cause.</p>
	<p>Special Term 8 – A new Clause 5.3 and 5.4 and added to the Core Terms:</p> <p>5.3 The Buyer shall provide the Supplier with complete, accurate and up-to-date information for performance of the Services.</p> <p>5.4 The Buyer shall not place any reliance on any work provided by the Supplier in draft format pertaining to the Deliverables.</p>
	<p>Special Term 9 - Clause 15.1 of the Core Terms is deleted and replaced with the below Clause 15.1:</p> <p>15.1 Each Party's total aggregate liability in each Contract Year under this Contract (whether in tort, contract or otherwise) is no</p>

		<p>more than the greater of £2 million or 150% of the Estimated Yearly Charges unless specified otherwise in the Award Form.</p> <p>Special Term 10 - Clause 27.3 of the Core Terms is deleted and replaced with the below Clause 27.3:</p> <p>27.3 Subject to receipt of prior written consent from the Supplier (not to be unreasonably withheld), the Buyer can assign, novate or transfer its Contract or any part of it to any Crown Body, public or private sector body which performs the functions of the Buyer.</p>
14.	Buyer's Environmental Policy	<p>The Buyer's Sustainability and climate change strategy is available online at: <u>Sustainability and climate change strategy - GOV.UK (www.gov.uk)</u></p>
15.	Social Value Commitment	<p>The Supplier agrees, in providing the Deliverables and performing its obligations under this Contract, to deliver the Social Value outcomes in Schedule 4 (Tender) and report on the Social Value KPIs as required by Schedule 10 (Service Levels).</p>
16.	Buyer's Security Requirements and Security and ICT Policy	<p>As set out in Schedule 16 (Security).</p> <p>Security Policy: The Departmental Security Requirements as set out in Schedule 16.</p> <p>For the purposes of Schedule 16 (Security) the Supplier is required to comply with the Security Policy.</p> <p>For the purposes of Supplier Staff vetting, the Supplier is required to comply with the Security Policy.</p>
17.	Charges	<p>Total Contract Value for Initial Contract Period: £2,147,967</p> <p>The Parties agree that the any extension will be subject to a review and potential adjustment to the Charges in the context of indexation which the Supplier will be required to evidence and justify to the Buyer's satisfaction. The Buyer will decide the indices to be applied.</p> <p>Details in Schedule 3 (Charges).</p>
18.	Estimated Year 1 Charges	<p>REDACTED under FOIA Section 43 (Commercial Interest)</p> <p>inclusive of Set Up Costs and Year 1 Programme Delivery</p>

19. Reimbursable expenses	None
20. Payment method	See Schedule 31
21. Service Levels	<p>Service Credits will accrue in accordance with Schedule 10 (Service Levels).</p> <p>The Service Credit Cap is 9% of the Total Tendered Price during the Initial Contract Period.</p> <p>The Service Periods are set out in Schedule 10.</p> <p>A Critical Service Level Failure has the applicable definition given to it in Schedule 10, within the 'Service Credit Applied' column of the KPI table. The Buyer reserves the rights available to it in clause 11 (Rectifying issues) and clause 14.1.1 (ending the contract) of the Core Terms in the event of a Critical Service Level Failure.</p>
22. Liability	<p>In accordance with Clause 15.1 each Party's total aggregate liability in each Contract Year under this Contract (whether in tort, contract or otherwise) is no more than the greater of £5 million or 150% of the Estimated Yearly Charges.</p> <p>In accordance with Clause 15.5, the Supplier's total aggregate liability in each Contract Year under Clause 18.8.5 is no more than the Data Protection Liability, being £10 million.</p>
23. Cyber Essentials Certification	<p>Cyber Essentials Scheme Basic /Certificate (or equivalent). Details in Schedule 19 (Cyber Essentials Scheme).</p> <p>A Cyber Essentials Certificate must be provided to the Buyer ahead of Contract signature.</p>
24. Progress Meetings and Progress Reports	<p>The Supplier shall attend Progress Meetings with the Buyer in accordance with the timescales set out in Schedule 13 (Contract Management).</p> <p>The Supplier shall provide the Buyer with Progress Reports no later than 7 working days before the Monthly Performance Review Meeting.</p>
25. Guarantor	The Supplier's performance will be guaranteed by The Staff College and has entered into a guarantee using the form in Schedule 23 (Guarantee).
26. Virtual Library	Further to the provisions set out in Schedule 30 (Exit Management), Paragraph 2.2, the period in which the

		Supplier must create and maintain the Virtual Library, is within 3 months of the Programme Delivery Start Date); and the Supplier shall update the Virtual Library every 12 months from the Programme Delivery Start Date.
27.	Supplier's Contract Manager	REDACTED under FOIA Section 40 (Personal Information)
28.	Supplier Authorised Representative	REDACTED under FOIA Section 40 (Personal Information)
29.	Supplier Compliance Officer	REDACTED under FOIA Section 40 (Personal Information)
30.	Supplier Data Protection Officer	REDACTED under FOIA Section 40 (Personal Information)
31.	Supplier Marketing Contact	REDACTED under FOIA Section 40 (Personal Information)
32.	Key Subcontractors	<p>Key Subcontractor 1 REDACTED under FOIA Section 43 (Commercial Interest)</p> <p>Key Subcontractor 2 REDACTED under FOIA Section 43 (Commercial Interest)</p> <p>Key Subcontractor 3 REDACTED under FOIA Section 43 (Commercial Interest)</p>
33.	Buyer Authorised Representative	REDACTED under FOIA Section 40 (Personal Information)

Signed by person authorised to sign on behalf of the **Secretary of State for Education:**

Signature: REDACTED under FOIA Section 40 (Personal Information)

Name: REDACTED under FOIA Section 40 (Personal Information)

Role: REDACTED under FOIA Section 40 (Personal Information)

Date: 15/03/2024

Signed by a person authorised to sign on behalf of **VSC Plus Ltd:**

Signature: REDACTED under FOIA Section 40 (Personal Information)

Name: REDACTED under FOIA Section 40 (Personal Information)

Role: REDACTED under FOIA Section 40 (Personal Information)

Date: 15/03/2024

Core Terms – Mid-tier

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1. Definitions used in the contract

Interpret this Contract using Schedule 1 (Definitions).

2. How the contract works

2.1 If the Buyer decides to buy Deliverables under this Contract it must state its requirements using the Award Form. If allowed by the Regulations, the Buyer can:

- 2.1.1 make changes to the Award Form;
- 2.1.2 create new Schedules;
- 2.1.3 exclude optional template Schedules; and
- 2.1.4 use Special Terms in the Award Form to add or change terms.

2.2 The Contract:

- 2.2.1 is between the Supplier and the Buyer; and
- 2.2.2 includes Core Terms, Schedules and any other changes or items in the completed Award Form.

2.3 The Supplier acknowledges it has all the information required to perform its obligations under this Contract before entering into it. When information is provided by the Buyer no warranty of its accuracy is given to the Supplier.

2.4 The Supplier acknowledges that, subject to the Allowable Assumptions set out in Annex 2 of Schedule 3 (Charges) (if any), it has satisfied itself of all details relating to:

- 2.4.1 the Buyer's requirements for the Deliverables;
- 2.4.2 the Buyer's operating processes and working methods; and
- 2.4.3 the ownership and fitness for purpose of the Buyer Assets,

and it has advised the Buyer in writing of:

- 2.4.4 each aspect, if any, of the Buyer's requirements for the Deliverables, operating processes and working methods that is not suitable for the provision of the Services;
- 2.4.5 the actions needed to remedy each such unsuitable aspect; and
- 2.4.6 a timetable for and, to the extent that such costs are to be payable to the Supplier, the costs of those actions,

and such actions, timetable and costs are fully reflected in this Contract.

2.5 The Supplier won't be excused from any obligation, or be entitled to additional Costs or Charges because it failed to either:

- 2.5.1 verify the accuracy of the Due Diligence Information; and
- 2.5.2 properly perform its own adequate checks.

2.6 The Buyer will not be liable for errors, omissions or misrepresentation of any information.

- 2.7 The Supplier warrants and represents that all statements made and documents submitted as part of the procurement of Deliverables are and remain true and accurate.
- 3. What needs to be delivered
 - 3.1 All deliverables
 - 3.1.1 The Supplier must provide Deliverables:
 - (a) that comply with the Specification, the Tender Response and this Contract;
 - (b) using reasonable skill and care;
 - (c) using Good Industry Practice;
 - (d) using its own policies, processes and internal quality control measures as long as they don't conflict with this Contract;
 - (e) on the dates agreed; and
 - (f) that comply with Law.
 - 3.1.2 The Supplier must provide Deliverables with a warranty of at least 90 days from Delivery against all obvious defects or for such other period as specified in the Award Form.
 - 3.1.3 Where the Award Form states that the Collaborative Working Principles will apply, the Supplier must co-operate and provide reasonable assistance to any Buyer Third Party notified to the Supplier by the Buyer from time to time and act at all times in accordance with the following principles:
 - (a) proactively leading on, mitigating and contributing to the resolution of problems or issues irrespective of its contractual obligations, acting in accordance with the principle of "fix first, settle later";
 - (b) being open, transparent and responsive in sharing relevant and accurate information with Buyer Third Parties;
 - (c) where reasonable, adopting common working practices, terminology, standards and technology and a collaborative approach to service development and resourcing with Buyer Third Parties;
 - (d) providing reasonable cooperation, support, information and assistance to Buyer Third Parties in a proactive, transparent and open way and in a spirit of trust and mutual confidence; and
 - (e) identifying, implementing and capitalising on opportunities to improve deliverables and deliver better solutions and performance throughout the relationship lifecycle.
 - 3.2 Goods clauses
 - 3.2.1 All Goods delivered must be new, or as new if recycled, unused and of recent origin.

- 3.2.2 The Supplier transfers ownership of the Goods on Delivery or payment for those Goods, whichever is earlier.
 - 3.2.3 Risk in the Goods transfers to the Buyer on Delivery of the Goods, but remains with the Supplier if the Buyer notices damage following Delivery and lets the Supplier know within three (3) Working Days of Delivery.
 - 3.2.4 The Supplier warrants that it has full and unrestricted ownership of the Goods at the time of transfer of ownership.
 - 3.2.5 The Supplier must deliver the Goods on the date and to the specified location during the Buyer's working hours.
 - 3.2.6 The Supplier must provide sufficient packaging for the Goods to reach the point of Delivery safely and undamaged.
 - 3.2.7 All deliveries must have a delivery note attached that specifies the order number, type and quantity of Goods.
 - 3.2.8 The Supplier must provide all tools, information and instructions the Buyer needs to make use of the Goods.
 - 3.2.9 The Supplier must indemnify the Buyer against the costs of any Recall of the Goods and give notice of actual or anticipated action about the Recall of the Goods.
 - 3.2.10 The Buyer can cancel any order or part order of Goods which has not been Delivered. If the Buyer gives less than fourteen (14) days' notice then it will pay the Supplier's reasonable and proven costs already incurred on the cancelled order as long as the Supplier uses all reasonable endeavours to minimise these costs.
 - 3.2.11 The Supplier must at its own cost repair, replace, refund or substitute (at the Buyer's option and request) any Goods that the Buyer rejects because they don't conform with Clause 3. If the Supplier doesn't do this it will pay the Buyer's costs including repair or re-supply by a third party.
 - 3.2.12 The Buyer will not be liable for any actions, claims and Losses incurred by the Supplier or any third party during Delivery of the Goods unless and to the extent that it is caused by negligence or other wrongful act of the Buyer or its servant or agent. If the Buyer suffers or incurs any Loss or injury (whether fatal or otherwise) occurring in the course of Delivery or installation then the Supplier shall indemnify the Buyer from any losses, charges, costs or expenses which arise as a result of or in connection with such Loss or injury where it is attributable to any act or omission of the Supplier or any of its Subcontractors or Supplier Staff.
- 3.3 Services clauses
- 3.3.1 Late Delivery of the Services will be a Default of this Contract.
 - 3.3.2 The Supplier must co-operate with the Buyer and third party suppliers on all aspects connected with the Delivery of the Services and ensure that Supplier Staff comply with any reasonable instructions of the Buyer or third party suppliers.

- 3.3.3 The Supplier must at its own risk and expense provide all Supplier Equipment required to Deliver the Services. Any equipment provided by the Buyer to the Supplier for supplying the Services remains the property of the Buyer and is to be returned to the Buyer on expiry or termination of this Contract.
- 3.3.4 The Supplier must allocate sufficient resources and appropriate expertise to this Contract.
- 3.3.5 The Supplier must take all reasonable care to ensure performance does not disrupt the Buyer's operations, employees or other contractors.
- 3.3.6 On completion of the Services, the Supplier is responsible for leaving the Buyer Premises in a clean, safe and tidy condition and making good any damage that it has caused to the Buyer Premises or Buyer Assets, other than fair wear and tear.
- 3.3.7 The Supplier must ensure all Services, and anything used to Deliver the Services, are of good quality and free from defects.
- 3.3.8 The Buyer is entitled to withhold payment for partially or undelivered Services, but doing so does not stop it from using its other rights under this Contract.

4. Pricing and payments

- 4.1 In exchange for the Deliverables, the Supplier must invoice the Buyer for the Charges in the Award Form.
- 4.2 All Charges:
 - 4.2.1 exclude VAT, which is payable on provision of a valid VAT invoice; and
 - 4.2.2 include all costs connected with the Supply of Deliverables.
- 4.3 The Buyer must pay the Supplier the Charges within thirty (30) days of receipt by the Buyer of a valid, undisputed invoice, in cleared funds using the payment method and details stated in the invoice or in the Award Form.
- 4.4 A Supplier invoice is only valid if it:
 - 4.4.1 includes all appropriate references including this Contract reference number and other details reasonably requested by the Buyer; and
 - 4.4.2 includes a detailed breakdown of Delivered Deliverables and Milestone(s) (if any).
- 4.5 The Buyer may retain or set-off payment of any amount owed to it by the Supplier under this Contract or any other agreement between the Supplier and the Buyer if notice and reasons are provided.
- 4.6 The Supplier must ensure that all Subcontractors are paid, in full, within thirty (30) days of receipt of a valid, undisputed invoice. If this does not happen, the Buyer can publish the details of the late payment or non-payment.
- 4.7 The Supplier has no right of set-off, counterclaim, discount or abatement unless they're ordered to do so by a court.

5. The buyer's obligations to the supplier
 - 5.1 If Supplier Non-Performance arises from a Buyer Cause:
 - 5.1.1 the Buyer cannot terminate this Contract under Clause 14.4.1;
 - 5.1.2 the Supplier is entitled to reasonable and proven additional expenses and to relief from Delay Payments, liability and Deduction under this Contract;
 - 5.1.3 the Supplier is entitled to additional time needed to make the Delivery;
 - 5.1.4 the Supplier cannot suspend the ongoing supply of Deliverables.
 - 5.2 Clause 5.1 only applies if the Supplier:
 - 5.2.1 gives notice to the Buyer of the Buyer Cause within ten (10) Working Days of becoming aware;
 - 5.2.2 demonstrates that the Supplier Non-Performance only happened because of the Buyer Cause; and
 - 5.2.3 mitigated the impact of the Buyer Cause.
6. Record keeping and reporting
 - 6.1 The Supplier must attend Progress Meetings with the Buyer and provide Progress Reports when specified in the Award Form.
 - 6.2 The Supplier must keep and maintain full and accurate records and accounts in respect of this Contract during the Contract Period and for seven (7) years after the End Date and in accordance with the UK GDPR or the EU GDPR as the context requires, including the records and accounts which the Buyer has a right to Audit.
 - 6.3 Where the Award Form states that the Financial Transparency Objectives apply, the Supplier must co-operate with the Buyer to achieve the Financial Transparency Objectives and, to this end, will provide a Financial Report to the Buyer:
 - 6.3.1 on or before the Effective Date;
 - 6.3.2 at the end of each Contract Year; and
 - 6.3.3 within six (6) Months of the end of the Contract Period,
 - 6.3.4 and the Supplier must meet with the Buyer if requested within ten (10) Working Days of the Buyer receiving a Financial Report.
 - 6.4 If the Supplier becomes aware of an event that has occurred or is likely to occur in the future which will have a material effect on the:
 - 6.4.1 Supplier's currently incurred or forecast future Costs; and
 - 6.4.2 forecast Charges for the remainder of this Contract,
 - 6.4.3 then the Supplier must notify the Buyer in writing as soon as practicable setting out the actual or anticipated effect of the event.
 - 6.5 The Buyer or an Auditor can Audit the Supplier.

- 6.6 The Supplier must allow any Auditor access to their premises and the Buyer will use reasonable endeavours to ensure that any Auditor:
 - 6.6.1 complies with the Supplier's operating procedures; and
 - 6.6.2 does not unreasonably disrupt the Supplier or its provision of the Deliverables.
 - 6.7 During an Audit, the Supplier must provide information to the Auditor and reasonable co-operation at their request including access to:
 - 6.7.1 all information within the permitted scope of the Audit;
 - 6.7.2 any Sites, equipment and the Supplier's ICT system used in the performance of this Contract; and
 - 6.7.3 the Supplier Staff.
 - 6.8 The Parties will bear their own costs when an Audit is undertaken unless the Audit identifies a Material Default by the Supplier, in which case the Supplier will repay the Buyer's reasonable costs in connection with the Audit.
 - 6.9 The Supplier must comply with the Buyer's reasonable instructions following an Audit, including:
 - 6.9.1 correcting any identified Default;
 - 6.9.2 rectifying any error identified in a Financial Report; and
 - 6.9.3 repaying any Charges that the Buyer has overpaid.
 - 6.10 If the Supplier is not providing any of the Deliverables, or is unable to provide them, it must immediately:
 - 6.10.1 tell the Buyer and give reasons;
 - 6.10.2 propose corrective action; and
 - 6.10.3 provide a deadline for completing the corrective action.
 - 6.11 Except where an Audit is imposed on the Buyer by a regulatory body or where the Buyer has reasonable grounds for believing that the Supplier has not complied with its obligations under this Contract, the Buyer may not conduct an Audit of the Supplier or of the same Key Subcontractor more than twice in any Contract Year.
7. Supplier staff
- 7.1 The Supplier Staff involved in the performance of this Contract must:
 - 7.1.1 be appropriately trained and qualified;
 - 7.1.2 be vetted using Good Industry Practice and the Security Policy (is used); and
 - 7.1.3 comply with all conduct requirements when on the Buyer's Premises.
 - 7.2 Where the Buyer decides one of the Supplier's Staff is not suitable to work on this Contract, the Supplier must replace them with a suitably qualified alternative.
 - 7.3 The Supplier must provide a list of Supplier Staff needing to access the Buyer's Premises and say why access is required.

- 7.4 The Supplier indemnifies the Buyer against all claims brought by any person employed or engaged by the Supplier caused by an act or omission of the Supplier or any Supplier Staff.
- 7.5 The Buyer indemnifies the Supplier against all claims brought by any person employed or engaged by the Buyer caused by an act or omission of the Buyer or any of the Buyer's employees, agents, consultants and contractors.
- 8. Supply chain
 - 8.1 Appointing Subcontractors
 - 8.1.1 The Supplier must exercise due skill and care when it selects and appoints Subcontractors to ensure that the Supplier is able to:
 - (a) manage Subcontractors in accordance with Good Industry Practice;
 - (b) comply with its obligations under this Contract; and
 - (c) assign, novate or transfer its rights and/or obligations under the Sub-Contract that relate exclusively to this Contract to the Buyer or a Replacement Supplier.
 - 8.2 Mandatory provisions in Sub-Contracts
 - 8.2.1 For Sub-Contracts in the Supplier's supply chain entered into wholly or substantially for the purpose of performing or contributing to the performance of the whole or any part of this Contract:
 - (a) where such Sub-Contracts are entered into after the Effective Date, the Supplier will ensure that they all contain provisions that; or
 - (b) where such Sub-Contracts are entered into before the Effective Date, the Supplier will take all reasonable endeavours to ensure that they all contain provisions that:
 - (c) allow the Supplier to terminate the Sub-Contract if the Subcontractor fails to comply with its obligations in respect of environmental, social, equality or employment Law;
 - (d) require the Supplier to pay all Subcontractors in full, within thirty (30) days of receiving a valid, undisputed invoice; and
 - (e) allow the Buyer to publish the details of the late payment or non-payment if this thirty (30) day limit is exceeded.
 - 8.3 When Sub-Contracts can be ended
 - 8.3.1 At the Buyer's request, the Supplier must terminate any Sub-Contracts in any of the following events:
 - (a) there is a Change of Control of a Subcontractor which isn't pre-approved by the Buyer in writing;
 - (b) the acts or omissions of the Subcontractor have caused or materially contributed to a right of termination under Clause 14.4;
 - (c) a Subcontractor or its Affiliates embarrasses or brings into disrepute or diminishes the public trust in the Buyer;

- (d) the Subcontractor fails to comply with its obligations in respect of environmental, social, equality or employment Law; and/or
- (e) the Buyer has found grounds to exclude the Subcontractor in accordance with Regulation 57 of the Public Contracts Regulations 2015.

8.4 Competitive terms

- 8.4.1 If the Buyer can get more favourable commercial terms for the supply at cost of any materials, goods or services used by the Supplier to provide the Deliverables and that cost is reimbursable by the Buyer, then the Buyer may require the Supplier to replace its existing commercial terms with the more favourable terms offered for the relevant items.
- 8.4.2 If the Buyer uses Clause 8.4.1 then the Charges must be reduced by an agreed amount by using the Variation Procedure.

8.5 Ongoing responsibility of the Supplier

The Supplier is responsible for all acts and omissions of its Subcontractors and those employed or engaged by them as if they were its own.

9. Rights and protection

9.1 The Supplier warrants and represents that:

- 9.1.1 it has full capacity and authority to enter into and to perform this Contract;
- 9.1.2 this Contract is entered into by its authorised representative;
- 9.1.3 it is a legally valid and existing organisation incorporated in the place it was formed;
- 9.1.4 there are no known legal or regulatory actions or investigations before any court, administrative body or arbitration tribunal pending or threatened against it or its Affiliates that might affect its ability to perform this Contract;
- 9.1.5 all necessary rights, authorisations, licences and consents (including in relation to IPRs) are in place to enable the Supplier to perform its obligations under this Contract and for the Buyer to receive the Deliverables;
- 9.1.6 it doesn't have any contractual obligations which are likely to have a material adverse effect on its ability to perform this Contract;
- 9.1.7 it is not impacted by an Insolvency Event or a Financial Distress Event; and
- 9.1.8 neither it nor, to the best of its knowledge the Supplier Staff, have committed a Prohibited Act prior to the Effective Date or been subject to an investigation relating to a Prohibited Act.

9.2 The warranties and representations in Clauses 2.7 and 9.1 are repeated each time the Supplier provides Deliverables under this Contract.

- 9.3 The Supplier indemnifies the Buyer against each of the following:
 - 9.3.1 wilful misconduct of the Supplier, Subcontractor and Supplier Staff that impacts this Contract; and
 - 9.3.2 non-payment by the Supplier of any tax or National Insurance.
- 9.4 All claims indemnified under this Contract must use Clause 30.
- 9.5 The description of any provision of this Contract as a warranty does not prevent the Buyer from exercising any termination right that it may have for Default of that clause by the Supplier.
- 9.6 If the Supplier becomes aware of a representation or warranty that becomes untrue or misleading, it must immediately notify the Buyer.
- 9.7 All third party warranties and indemnities covering the Deliverables must be assigned for the Buyer's benefit by the Supplier for free.
- 10. Intellectual Property Rights (IPRs)
 - 10.1 The Parties agree that the terms set out in Schedule 36 (Intellectual Property Rights) shall apply to this Contract.
 - 10.2 If there is an IPR Claim, the Supplier indemnifies the Buyer against all losses, damages, costs or expenses (including professional fees and fines) incurred as a result.
 - 10.3 If an IPR Claim is made or anticipated the Supplier must at its own expense and the Buyer's sole option, either:
 - 10.3.1 obtain for the Buyer the rights to continue using the relevant item without infringing any third party IPR; or
 - 10.3.2 replace or modify the relevant item with substitutes that don't infringe IPR without adversely affecting the functionality or performance of the Deliverables.
 - 10.4 If the Buyer requires that the Supplier procures a licence in accordance with Clause 10.3.1 or to modify or replace an item pursuant to Clause 10.3.2, but this has not avoided or resolved the IPR Claim, then the Buyer may terminate this Contract by written notice with immediate effect and the consequences of termination set out in Clauses 14.5.1 shall apply.
- 11. Rectifying issues
 - 11.1 If there is a Notifiable Default, the Supplier must notify the Buyer within three (3) Working Days of the Supplier becoming aware of the Notifiable Default and the Buyer may request that the Supplier provide a Rectification Plan within ten (10) Working Days of the Buyer's request alongside any additional documentation that the Buyer requires.
 - 11.2 When the Buyer receives a requested Rectification Plan it can either:
 - 11.2.1 reject the Rectification Plan or revised Rectification Plan giving reasons; or

- 11.2.2 accept the Rectification Plan or revised Rectification Plan (without limiting its rights) in which case the Supplier must immediately start work on the actions in the Rectification Plan at its own cost.
 - 11.3 Where the Rectification Plan or revised Rectification Plan is rejected, the Buyer:
 - 11.3.1 will give reasonable grounds for its decision; and
 - 11.3.2 may request that the Supplier provides a revised Rectification Plan within five (5) Working Days.
- 12. Escalating issues
 - 12.1 If the Supplier fails to:
 - 12.1.1 submit a Rectification Plan or a revised Rectification Plan within the timescales set out in Clauses 11.1 or 11.3; and
 - 12.1.2 adhere to the timescales set out in an accepted Rectification Plan to resolve the Notifiable Default.or if the Buyer otherwise rejects a Rectification Plan, the Buyer can require the Supplier to attend an Escalation Meeting on not less than five (5) Working Days' notice. The Buyer will determine the location, time and duration of the Escalation Meeting(s) and the Supplier must ensure that the Supplier Authorised Representative is available to attend.
 - 12.2 The Escalation Meeting(s) will continue until the Buyer is satisfied that the Notifiable Default has been resolved, however, where an Escalation Meeting(s) has continued for more than five (5) Working Days, either Party may treat the matter as a Dispute to be handled through the Dispute Resolution Procedure.
 - 12.3 If the Supplier is in Default of any of its obligations under this Clause 12, the Buyer shall be entitled to terminate this Agreement and the consequences of termination set out in Clauses 14.5.1 shall apply as if the contract were terminated under Clause 14.4.1.
- 13. Step-in rights
 - 13.1 If a Step-In Trigger Event occurs, the Buyer may give notice to the Supplier that it will be taking action in accordance with this Clause 13.1 and setting out:
 - 13.1.1 whether it will be taking action itself or with the assistance of a third party;
 - 13.1.2 what Required Action the Buyer will take during the Step-In Process;
 - 13.1.3 when the Required Action will begin and how long it will continue for;
 - 13.1.4 whether the Buyer will require access to the Sites; and
 - 13.1.5 what impact the Buyer anticipates that the Required Action will have on the Supplier's obligations to provide the Deliverables.
 - 13.2 For as long as the Required Action is taking place:

- 13.2.1 the Supplier will not have to provide the Deliverables that are the subject of the Required Action;
 - 13.2.2 no Deductions will be applicable in respect of Charges relating to the Deliverables that are the subject of the Required Action; and
 - 13.2.3 the Buyer will pay the Charges to the Supplier after subtracting any applicable Deductions and the Buyer's costs of taking the Required Action.
- 13.3 The Buyer will give notice to the Supplier before it ceases to exercise its rights under the Step-In Process and within twenty (20) Working Days of this notice the Supplier will develop a draft Step-Out Plan for the Buyer to approve.
- 13.4 If the Buyer does not approve the draft Step-Out Plan, the Buyer will give reasons and the Supplier will revise the draft Step-Out Plan and re-submit it for approval.
- 13.5 The Supplier shall bear its own costs in connection with any step-in by the Buyer under this Clause 13, provided that the Buyer shall reimburse the Supplier's reasonable additional expenses incurred directly as a result of any step-in action taken by the Buyer under:
 - 13.5.1 limbs (f) or (g) of the definition of a Step-In Trigger Event; or
 - 13.5.2 limbs (h) and (i) of the definition of a Step-in Trigger Event (insofar as the primary cause of the Buyer serving a notice under Clause 13.1 is identified as not being the result of the Supplier's Default).
- 14. Ending the contract
 - 14.1 The Contract takes effect on the Effective Date and ends on the End Date or earlier if terminated under this Clause 14 or if required by Law.
 - 14.2 The Buyer can extend this Contract for the Extension Period by giving the Supplier written notice before this Contract expires as described in the Award Form.
 - 14.3 Ending the contract without a reason

The Buyer has the right to terminate this Contract at any time without reason by giving the Supplier not less than ninety (90) days' notice (unless a different notice period is set out in the Award Form) and if it's terminated Clause 14.6.3 applies.
 - 14.4 When the Buyer can end this Contract
 - 14.4.1 If any of the following events happen, the Buyer has the right to immediately terminate this Contract by issuing a Termination Notice to the Supplier and the consequences of termination in Clause 14.5.1 shall apply:
 - (a) there's a Supplier Insolvency Event;
 - (b) the Supplier fails to notify the Buyer in writing of any Occasion of Tax Non-Compliance or fails to provide details of proposed

mitigating factors which, in the reasonable opinion of the Buyer, are acceptable;

- (c) there's a Notifiable Default that is not corrected in line with an accepted Rectification Plan;
- (d) the Buyer rejects a Rectification Plan or the Supplier does not provide it within ten (10) days of the request;
- (e) there's any Material Default of this Contract;
- (f) there's any Material Default of any Joint Controller Agreement relating to this Contract;
- (g) there's a Default of Clauses 2.8, 12, 31 or Schedule 28 (ICT Services) (where applicable);
- (h) the performance of the Supplier causes a Critical Service Level Failure to occur;
- (i) there's a consistent repeated failure to meet the Service Levels in Schedule 10 (Service Levels);
- (j) there's a Change of Control of the Supplier which isn't pre-approved by the Buyer in writing;
- (k) the Buyer discovers that the Supplier was in one of the situations in 57 (1) or 57(2) of the Regulations at the time this Contract was awarded;
- (l) the Supplier or its Affiliates embarrass or bring the Buyer into disrepute or diminish the public trust in them;
- (m) the Supplier fails to comply with its legal obligations in the fields of environmental, social, equality or employment Law when providing the Deliverables; or
- (n) the Supplier fails to enter into or to comply with an Admission Agreement under Part D of Schedule 7 (Staff Transfer).

14.4.2 If any of the events in 73 (1) (a) or (b) of the Regulations happen, the Buyer has the right to immediately terminate this Contract and Clauses 14.5.1(b)) to 14.5.1(g)) apply.

14.5 What happens if the contract ends

14.5.1 Where the Buyer terminates this Contract under Clauses 14.4.1, 10.4 and 12.3, Paragraph 7 of Part D of Schedule 7 (Staff Transfer), Paragraph 2.2 of Schedule 12 (Benchmarking) (where applicable) Paragraph 4.1 of Schedule 37 (Corporate Resolution Planning) (where applicable) Paragraph 7 of Schedule 24 (Financial Difficulties) (where applicable) or Paragraphs 3.1.12.2 or 3.3.1.2 of Part A of Schedule 26 (Sustainability) all of the following apply:

- (a) The Supplier is responsible for the Buyer's reasonable costs of procuring Replacement Deliverables for the rest of the Contract Period.
- (b) The Buyer's payment obligations under the terminated Contract stop immediately.

- (c) Accumulated rights of the Parties are not affected.
 - (d) The Supplier must promptly delete or return the Government Data except where required to retain copies by Law.
 - (e) The Supplier must promptly return any of the Buyer's property provided under the terminated Contract.
 - (f) The Supplier must, at no cost to the Buyer, co-operate fully in the handover and re-procurement (including to a Replacement Supplier).
 - (g) The Supplier must repay to the Buyer all the Charges that it has been paid in advance for Deliverables that it has not provided as at the date of termination or expiry.
- 14.5.2 If either Party terminates this Contract under Clause 24.3:
 - (a) each party must cover its own Losses; and
 - (b) Clauses 14.5.1(b)) to 14.5.1(g)) apply.
- 14.5.3 The following Clauses survive the termination or expiry of this Contract: 3.2.10, 4, 6, 7.4, 7.5, 10, 14.5, 14.6.3, 15, 18, 19, 20, 21, 22, 23, 35.3.2, 39, 40, Schedule 1 (Definitions), Schedule 3 (Charges), Schedule 7 (Staff Transfer), Schedule 30 (Exit Management)) (if used), Schedule 36 (Intellectual Property Rights) and any Clauses and Schedules which are expressly or by implication intended to continue.
- 14.6 When the Supplier (and the Buyer) can end the contract
 - 14.6.1 The Supplier can issue a Reminder Notice if the Buyer does not pay an undisputed invoice on time. The Supplier can terminate this Contract if the Buyer fails to pay an undisputed invoiced sum due and worth over 10% of the total Contract Value within thirty (30) days of the date of the Reminder Notice.
 - 14.6.2 The Supplier also has the right to terminate this Contract in accordance with Clauses 24.3 and 27.5.
 - 14.6.3 Where the Buyer terminates this Contract under Clause 14.3 or the Supplier terminates this Contract under Clause 14.6.1 or 27.5:
 - (a) the Buyer must promptly pay all outstanding Charges incurred to the Supplier;
 - (b) the Buyer must pay the Supplier reasonable committed and unavoidable Losses as long as the Supplier provides a fully itemised and costed schedule with evidence – the maximum value of this payment is limited to the total sum payable to the Supplier if this Contract had not been terminated; and
 - (c) Clauses 14.5.1(b)) to 14.5.1(g)) apply.
- 14.7 Partially ending and suspending the contract
 - 14.7.1 Where the Buyer has the right to terminate this Contract it can terminate or suspend (for any period), all or part of it. If the Buyer

suspends this Contract it can provide the Deliverables itself or buy them from a third party.

14.7.2 The Buyer can only partially terminate or suspend this Contract if the remaining parts of this Contract can still be used to effectively deliver the intended purpose.

14.7.3 The Parties must agree any necessary Variation required by this Clause 14.7 using the Variation Procedure, but the Supplier may not either:

- (a) reject the Variation; or
- (b) increase the Charges, except where the right to partial termination is under Clause 14.3.

14.7.4 The Buyer can still use other rights available, or subsequently available to it if it acts on its rights under this Clause 14.7.

15. How much you can be held responsible for?

15.1 Each Party's total aggregate liability in each Contract Year under this Contract (whether in tort, contract or otherwise) is no more than the greater of £5 million or 150% of the Estimated Yearly Charges unless specified otherwise in the Award Form.

15.2 Neither Party is liable to the other for:

15.2.1 any indirect Losses; and/or

15.2.2 Loss of profits, turnover, savings, business opportunities or damage to goodwill (in each case whether direct or indirect).

15.3 In spite of Clause 15.1, neither Party limits or excludes any of the following:

15.3.1 its liability for death or personal injury caused by its negligence, or that of its employees, agents or Subcontractors;

15.3.2 its liability for bribery or fraud or fraudulent misrepresentation by it or its employees; and

15.3.3 any liability that cannot be excluded or limited by Law.

15.4 In spite of Clause 15.1, the Supplier does not limit or exclude its liability for any indemnity given under Clauses 7.4, 7.5, 9.3.2, 10.2, 35.3.2 or Schedule 7 (Staff Transfer) of this Contract.

15.5 In spite of Clause 15.1, The Buyer does not limit or exclude its liability for any indemnity given under Clause 7 or Schedule 7 (Staff Transfer) of this Contract.

15.6 In spite of Clause 15.1, but subject to Clauses 15.2 and 15.3, the Supplier's total aggregate liability in each Contract Year under Clause 18.8.5 is no more than the Data Protection Liability Cap.

15.7 Each Party must use all reasonable endeavours to mitigate any Loss or damage which it suffers under or in connection with this Contract, including any indemnities.

15.8 When calculating the Supplier's liability under Clause 15.1 the following items will not be taken into consideration:

- 15.8.1 Deductions; and
 - 15.8.2 any items specified in Clause 15.4.
- 15.9 If more than one Supplier is party to this Contract, each Supplier Party is fully responsible for both their own liabilities and the liabilities of the other Suppliers.
- 16. Obeying the law
 - 16.1 The Supplier shall comply with the provisions of Schedule 26 (Sustainability).
 - 16.2 The Supplier shall comply with the provisions of:
 - 16.2.1 the Official Secrets Acts 1911 to 1989; and
 - 16.2.2 section 182 of the Finance Act 1989.
 - 16.3 The Supplier indemnifies the Buyer against any costs resulting from any Default by the Supplier relating to any applicable Law to do with this Contract.
 - 16.4 The Supplier must appoint a Compliance Officer who must be responsible for ensuring that the Supplier complies with Law, Clause 16.1 and Clauses 31 to 36.
- 17. Insurance

The Supplier must, at its own cost, obtain and maintain the Required Insurances in Schedule 22 (Insurance Requirements).
- 18. Data protection and security
 - 18.1 The Supplier must process Personal Data and ensure that Supplier Staff process Personal Data only in accordance with Schedule 20 (Processing Data).
 - 18.2 The Supplier must not remove any ownership or security notices in or relating to the Government Data.
 - 18.3 The Supplier must make accessible back-ups of all Government Data, stored in an agreed off-site location and send the Buyer copies via a secure encrypted method upon reasonable request.
 - 18.4 The Supplier must ensure that any Supplier, Subcontractor and Subprocessor system (including any cloud services or end user devices used by the Supplier, Subcontractor and Subprocessor) holding any Government Data, including back-up data, is a secure system that complies with the Cyber Essentials Schedule (if used), the Security Schedule (if used), the Security Policy and the security requirements specified in the Award Form. and otherwise as required by Data Protection Legislation.
 - 18.5 If at any time the Supplier suspects or has reason to believe that the Government Data is corrupted, lost or sufficiently degraded, then the Supplier must immediately notify the Buyer and suggest remedial action.
 - 18.6 If the Government Data is corrupted, lost or sufficiently degraded so as to be unusable the Buyer may either or both:

- 18.6.1 tell the Supplier to restore or get restored Government Data as soon as practical but no later than five (5) Working Days from the date that the Buyer receives notice, or the Supplier finds out about the issue, whichever is earlier; and
 - 18.6.2 restore the Government Data itself or using a third party.
- 18.7 The Supplier must pay each Party's reasonable costs of complying with Clause 18.6 unless the Buyer is at fault.
- 18.8 The Supplier:
 - 18.8.1 must provide the Buyer with all Government Data in an agreed format (provided it is secure and readable) within ten (10) Working Days of a written request;
 - 18.8.2 must have documented processes to guarantee prompt availability of Government Data if the Supplier stops trading;
 - 18.8.3 must securely destroy all Storage Media that has held Government Data at the end of life of that media using Good Industry Practice, other than in relation to Government Data which is owned or licenced by the Supplier or in respect of which the Parties are either Independent Controllers or Joint Controllers;
 - 18.8.4 securely erase all Government Data and any copies it holds when asked to do so by the Buyer (and certify to the Buyer that it has done so) unless and to the extent required by Law to retain it other than in relation to Government Data which is owned or licenced by the Supplier or in respect of which the Parties are either Independent Controllers or Joint Controllers; and
 - 18.8.5 indemnifies the Buyer against any and all Losses incurred if the Supplier breaches Clause 18 or any Data Protection Legislation.
- 19. What you must keep confidential
 - 19.1 Each Party must:
 - 19.1.1 keep all Confidential Information it receives confidential and secure;
 - 19.1.2 not disclose, use or exploit the Disclosing Party's Confidential Information without the Disclosing Party's prior written consent, except for the purposes anticipated under this Contract; and
 - 19.1.3 immediately notify the Disclosing Party if it suspects unauthorised access, copying, use or disclosure of the Confidential Information.
 - 19.2 In spite of Clause 19.1, a Party may disclose Confidential Information which it receives from the Disclosing Party in any of the following instances:
 - 19.2.1 where disclosure is required by applicable Law, a regulatory body or a court with the relevant jurisdiction if the Recipient Party notifies the Disclosing Party of the full circumstances, the affected Confidential Information and extent of the disclosure;
 - 19.2.2 if the Recipient Party already had the information without obligation of confidentiality before it was disclosed by the Disclosing Party;

- 19.2.3 if the information was given to it by a third party without obligation of confidentiality;
 - 19.2.4 if the information was in the public domain at the time of the disclosure;
 - 19.2.5 if the information was independently developed without access to the Disclosing Party's Confidential Information;
 - 19.2.6 on a confidential basis, to its auditors or for the purpose of regulatory requirements;
 - 19.2.7 on a confidential basis, to its professional advisers on a need-to-know basis; and
 - 19.2.8 to the Serious Fraud Office where the Recipient Party has reasonable grounds to believe that the Disclosing Party is involved in activity that may be a criminal offence under the Bribery Act 2010.
- 19.3 The Supplier may disclose Confidential Information on a confidential basis to Supplier Staff on a need-to-know basis to allow the Supplier to meet its obligations under this Contract. The Supplier Staff shall remain responsible at all times for compliance with the confidentiality obligations set out in this Contract by the persons to whom disclosure has been made.
- 19.4 The Buyer may disclose Confidential Information in any of the following cases:
- 19.4.1 on a confidential basis to the employees, agents, consultants and contractors of the Buyer;
 - 19.4.2 on a confidential basis to any other Crown Body, any successor body to a Crown Body or any company that the Buyer transfers or proposes to transfer all or any part of its business to;
 - 19.4.3 if the Buyer (acting reasonably) considers disclosure necessary or appropriate to carry out its public functions;
 - 19.4.4 where requested by Parliament;
 - 19.4.5 under Clauses 4.6 and 20; and
 - 19.4.6 on a confidential basis under the audit rights in Clauses 6.5 to 6.9 (inclusive), Clause 13 (Step-in rights), Schedule 7 and Schedule 30 (if used).
- 19.5 For the purposes of Clauses 19.2 to 19.4 references to disclosure on a confidential basis means disclosure under a confidentiality agreement or arrangement including terms as strict as those required in Clause 19.
- 19.6 Transparency Information and any information which is exempt from disclosure by Clause 20 is not Confidential Information.
- 19.7 The Supplier must not make any press announcement or publicise this Contracts or any part of them in any way, without the prior written consent of the Buyer and must use all reasonable endeavours to ensure that Supplier Staff do not either.

20. When you can share information

- 20.1 The Supplier must tell the Buyer within forty eight (48) hours if it receives a Request For Information.
 - 20.2 In accordance with a reasonable timetable and in any event within five (5) Working Days of a request from the Buyer, the Supplier must give the Buyer full co-operation and information needed so the Buyer can:
 - 20.2.1 publish the Transparency Information; and
 - 20.2.2 comply with any Request for Information.
 - 20.3 To the extent that it is allowed and practical to do so, the Buyer will use reasonable endeavours to notify the Supplier of a FOIA request and may talk to the Supplier to help it decide whether to publish information under Clause 20.1. However, the extent, content and format of the disclosure is the Buyer's decision in its absolute discretion.
21. Invalid parts of the contract
- If any provision or part provision of this Contract is or becomes invalid, illegal or unenforceable for any reason, such provision or part-provision shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Contract.
22. No other terms apply
- The provisions incorporated into this Contract are the entire agreement between the Parties. The Contract replaces all previous statements, or agreements whether written or oral. No other provisions apply.
23. Other people's rights in this Contract
- 23.1 The provisions of Paragraphs 2.1 and 2.3 of Part A, Paragraphs 2.1, 2.3 and 3.1 of Part B, Paragraphs 1.2, 1.4 and 1.7 of Part C, Part D and Paragraphs 1.4, 1.7, 2.3, 2.5 and 2.10 of Part E of Schedule 7 (Staff Transfer) and the provisions of Paragraph 3.1, 6.1, 7.2, 8.2, 8.5, 8.6 and 8.9 of Schedule 30 (Exit Management) (together "Third Party Provisions") confer benefits on persons named or identified in such provisions other than the Parties (each such person a "Third Party Beneficiary") and are intended to be enforceable by Third Parties Beneficiaries by virtue of the Contracts (Rights of Third Parties) Act ("CRTPA").
 - 23.2 Subject to Clause 23.1, no third parties may use the CRTPA to enforce any term of this Contract unless stated (referring to CRTPA) in this Contract. This does not affect third party rights and remedies that exist independently from CRTPA.
 - 23.3 No Third Party Beneficiary may enforce, or take any step to enforce, any Third Party Provision without the prior written consent of the Buyer, which may, if given, be given on and subject to such terms as the Buyer may determine.
 - 23.4 Any amendments or modifications to this Contract may be made, and any rights created under Clause 23.1 may be altered or extinguished, by the Parties without the consent of any Third Party Beneficiary.

24. Circumstances beyond your control

24.1 Any Party affected by a Force Majeure Event is excused from performing its obligations under this Contract while the inability to perform continues, if it both:

24.1.1 provides a Force Majeure Notice to the other Party; and

24.1.2 uses all reasonable measures practical to reduce the impact of the Force Majeure Event.

24.2 Any failure or delay by the Supplier to perform its obligations under this Contract that is due to a failure or delay by an agent, Subcontractor or supplier will only be considered a Force Majeure Event if that third party is itself prevented from complying with an obligation to the Supplier due to a Force Majeure Event.

24.3 Either party can partially or fully terminate this Contract if the provision of the Deliverables is materially affected by a Force Majeure Event which lasts for ninety (90) days continuously.

25. Relationships created by the contract

The Contract does not create a partnership, joint venture or employment relationship. The Supplier must represent themselves accordingly and ensure others do so.

26. Giving up contract rights

A partial or full waiver or relaxation of the terms of this Contract is only valid if it is stated to be a waiver in writing to the other Party.

27. Transferring responsibilities

27.1 The Supplier cannot assign, novate or in any other way dispose of this Contract or any part of it without the Buyer's written consent.

27.2 Subject to Schedule 27 (Key Subcontractors), the Supplier cannot subcontract this Contract or any part of it without the Buyer's prior written consent. The Supplier shall provide the Buyer with information about the Subcontractor as it reasonably requests. The decision of the Buyer to consent or not will not be unreasonably withheld or delayed. If the Buyer does not communicate a decision to the Supplier within ten (10) Working Days of the request for consent then its consent will be deemed to have been given. The Buyer may reasonably withhold its consent to the appointment of a Subcontractor if it considers that:

27.2.1 the appointment of a proposed Subcontractor may prejudice the provision of the Deliverables or may be contrary to its interests;

27.2.2 the proposed Subcontractor is unreliable and/or has not provided reliable goods and or reasonable services to its other customers; and/or

27.2.3 the proposed Subcontractor employs unfit persons.

- 27.3 The Buyer can assign, novate or transfer its Contract or any part of it to any Crown Body, public or private sector body which performs the functions of the Buyer.
- 27.4 When the Buyer uses its rights under Clause 27.3 the Supplier must enter into a novation agreement in the form that the Buyer specifies.
- 27.5 The Supplier can terminate this Contract novated under Clause 27.3 to a private sector body that is experiencing an Insolvency Event.
- 27.6 The Supplier remains responsible for all acts and omissions of the Supplier Staff as if they were its own.
- 27.7 If at any time the Buyer asks the Supplier for details about Subcontractors, the Supplier must provide details of Subcontractors at all levels of the supply chain including:
 - 27.7.1 their name;
 - 27.7.2 the scope of their appointment;
 - 27.7.3 the duration of their appointment; and
 - 27.7.4 a copy of the Sub-Contract.
- 28. Changing the contract
 - 28.1 Either Party can request a Variation to this Contract which is only effective if agreed in writing, including where it is set out in the Variation Form, and signed by both Parties.
 - 28.2 The Supplier must provide an Impact Assessment either:
 - 28.2.1 with the Variation Form, where the Supplier requests the Variation; and
 - 28.2.2 within the time limits included in a Variation Form requested by the Buyer.
 - 28.3 If the Variation to this Contract cannot be agreed or resolved by the Parties, the Buyer can either:
 - 28.3.1 agree that this Contract continues without the Variation; and
 - 28.3.2 refer the Dispute to be resolved using Clause 39 (Resolving Disputes).
 - 28.4 The Buyer is not required to accept a Variation request made by the Supplier.
 - 28.5 The Supplier may only reject a Variation requested by the Buyer if the Supplier:
 - 28.5.1 reasonably believes that the Variation would materially and adversely affect the risks to the health and safety of any person or that it would result in the Deliverables being provided in a way that infringes any Law; or
 - 28.5.2 demonstrates to the Buyer's reasonable satisfaction that the Variation is technically impossible to implement and that neither the Tender nor the Specification state that the Supplier has the required technical capacity or flexibility to implement the Variation.

- 28.6 If there is a General Change in Law, the Supplier must bear the risk of the change and is not entitled to ask for an increase to the Charges.
 - 28.7 If there is a Specific Change in Law or one is likely to happen during this Contract Period the Supplier must give the Buyer notice of the likely effects of the changes as soon as reasonably practical. They must also say if they think any Variation is needed either to the Deliverables, the Charges or this Contract and provide evidence:
 - 28.7.1 that the Supplier has kept costs as low as possible, including in Subcontractor costs; and
 - 28.7.2 of how it has affected the Supplier's costs.
 - 28.8 Any change in the Charges or relief from the Supplier's obligations because of a Specific Change in Law must be implemented using Clauses 28.1 to 28.4.
29. How to communicate about the contract
- 29.1 All notices under this Contract must be in writing and are considered effective on the Working Day of delivery as long as they're delivered before 5:00pm on a Working Day. Otherwise the notice is effective on the next Working Day. An email is effective at 9:00am on the first Working Day after sending unless an error message is received.
 - 29.2 Notices to the Buyer must be sent to the Buyer Authorised Representative's address or email address in the Award Form.
 - 29.3 This Clause does not apply to the service of legal proceedings or any documents in any legal action, arbitration or dispute resolution.
30. Dealing with claims
- 30.1 If a Beneficiary is notified of a Claim then it must notify the Indemnifier as soon as reasonably practical and no later than ten (10) Working Days.
 - 30.2 At the Indemnifier's cost the Beneficiary must both:
 - 30.2.1 allow the Indemnifier to conduct all negotiations and proceedings to do with a Claim; and
 - 30.2.2 give the Indemnifier reasonable assistance with the claim if requested.
 - 30.3 The Beneficiary must not make admissions about the Claim without the prior written consent of the Indemnifier which cannot be unreasonably withheld or delayed.
 - 30.4 The Indemnifier must consider and defend the Claim diligently using competent legal advisors and in a way that doesn't damage the Beneficiary's reputation.
 - 30.5 The Indemnifier must not settle or compromise any Claim without the Beneficiary's prior written consent which it must not unreasonably withhold or delay.
 - 30.6 Each Beneficiary must use all reasonable endeavours to minimise and mitigate any losses that it suffers because of the Claim.

- 30.7 If the Indemnifier pays the Beneficiary money under an indemnity and the Beneficiary later recovers money which is directly related to the Claim, the Beneficiary must immediately repay the Indemnifier the lesser of either:
 - 30.7.1 the sum recovered minus any legitimate amount spent by the Beneficiary when recovering this money; and
 - 30.7.2 the amount the Indemnifier paid the Beneficiary for the Claim.
- 31. Preventing fraud, bribery and corruption
 - 31.1 The Supplier must not during the Contract Period:
 - 31.1.1 commit a Prohibited Act or any other criminal offence in the Regulations 57(1) and 57(2);
 - 31.1.2 do or allow anything which would cause the Buyer, including any of their employees, consultants, contractors, Subcontractors or agents to breach any of the Relevant Requirements or incur any liability under them.
 - 31.2 The Supplier must during the Contract Period:
 - 31.2.1 create, maintain and enforce adequate policies and procedures to ensure it complies with the Relevant Requirements to prevent a Prohibited Act and require its Subcontractors to do the same;
 - 31.2.2 keep full records to show it has complied with its obligations under this Clause 31 and give copies to the Buyer on request; and
 - 31.2.3 if required by the Buyer, within twenty (20) Working Days of the Effective Date of this Contract, and then annually, certify in writing to the Buyer, that they have complied with this Clause 31, including compliance of Supplier Staff, and provide reasonable supporting evidence of this on request, including its policies and procedures.
 - 31.3 The Supplier must immediately notify the Buyer if it becomes aware of any Default of Clauses 31.1 or has any reason to think that it, or any of the Supplier Staff, have either:
 - 31.3.1 been investigated or prosecuted for an alleged Prohibited Act;
 - 31.3.2 been debarred, suspended, proposed for suspension or debarment, or are otherwise ineligible to take part in procurement programmes or contracts because of a Prohibited Act by any government department or agency;
 - 31.3.3 received a request or demand for any undue financial or other advantage of any kind related to this Contract; and
 - 31.3.4 suspected that any person or Party directly or indirectly related to this Contract has committed or attempted to commit a Prohibited Act.
 - 31.4 If the Supplier notifies the Buyer as required by Clause 31.3, the Supplier must respond promptly to their further enquiries, co-operate with any investigation and allow the Audit of any books, records and relevant documentation.
 - 31.5 If the Supplier is in Default under Clause 31.1 the Buyer may:

- 31.5.1 require the Supplier to remove any Supplier Staff from providing the Deliverables if their acts or omissions have caused the Default; and
 - 31.5.2 immediately terminate this agreement in accordance with Clause 14.4.1 and the consequences of termination in Clauses 14.5.1 shall apply.
- 31.6 In any notice the Supplier gives under Clause 31.4 it must specify the:
 - 31.6.1 Prohibited Act;
 - 31.6.2 identity of the Party who it thinks has committed the Prohibited Act; and
 - 31.6.3 action it has decided to take.
- 32. Equality, diversity and human rights
 - 32.1 The Supplier must follow all applicable equality Law when they perform their obligations under this Contract, including:
 - 32.1.1 protections against discrimination on the grounds of race, sex, gender reassignment, religion or belief, disability, sexual orientation, pregnancy, maternity, age or otherwise; and
 - 32.1.2 any other requirements and instructions which the Buyer reasonably imposes related to equality Law.
 - 32.2 The Supplier must use all reasonable endeavours, and inform the Buyer of the steps taken, to prevent anything that is considered to be unlawful discrimination by any court or tribunal, or the Equality and Human Rights Commission (or any successor organisation) when working on this Contract.
- 33. Health and safety
 - 33.1 The Supplier must perform its obligations meeting the requirements of:
 - 33.1.1 all applicable Law regarding health and safety; and
 - 33.1.2 the Buyer's current health and safety policy while at the Buyer's Premises, as provided to the Supplier.
 - 33.2 The Supplier and the Buyer must as soon as possible notify the other of any health and safety incidents or material hazards they're aware of at the Buyer Premises that relate to the performance of this Contract.
- 34. Environment
 - 34.1 When working on Site the Supplier must perform its obligations under the Buyer's current Environmental Policy, which the Buyer must provide.
 - 34.2 The Supplier must ensure that Supplier Staff are aware of the Buyer's Environmental Policy.
- 35. Tax
 - 35.1 The Supplier must not breach any tax or social security obligations and must enter into a binding agreement to pay any late contributions due, including where applicable, any interest or any fines. The Buyer cannot terminate this

Contract where the Supplier has not paid a minor tax or social security contribution.

35.2 Where the Charges payable under this Contract are or are likely to exceed £5 million at any point during the relevant Contract Period, and an Occasion of Tax Non-Compliance occurs, the Supplier must notify the Buyer of it within five (5) Working Days including:

35.2.1 the steps that the Supplier is taking to address the Occasion of Tax Non-Compliance and any mitigating factors that it considers relevant; and

35.2.2 other information relating to the Occasion of Tax Non-Compliance that the Buyer may reasonably need.

35.3 Where the Supplier or any Supplier Staff are liable to be taxed or to pay National Insurance contributions in the UK relating to payment received under this Contract, the Supplier must both:

35.3.1 comply with the Income Tax (Earnings and Pensions) Act 2003 and all other statutes and regulations relating to income tax, the Social Security Contributions and Benefits Act 1992 (including IR35) and National Insurance contributions; and

35.3.2 indemnify the Buyer against any Income Tax, National Insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made during or after the Contract Period in connection with the provision of the Deliverables by the Supplier or any of the Supplier Staff.

35.4 If any of the Supplier Staff are Workers who receive payment relating to the Deliverables, then the Supplier must ensure that its contract with the Worker contains the following requirements:

35.4.1 the Buyer may, at any time during the Contract Period, request that the Worker provides information which demonstrates they comply with Clause 35.3.1, or why those requirements do not apply, the Buyer can specify the information the Worker must provide and the deadline for responding;

35.4.2 the Worker's contract may be terminated at the Buyer's request if the Worker fails to provide the information requested by the Buyer within the time specified by the Buyer;

35.4.3 the Worker's contract may be terminated at the Buyer's request if the Worker provides information which the Buyer considers isn't good enough to demonstrate how it complies with Clause 35.3.1 or confirms that the Worker is not complying with those requirements; and

35.4.4 the Buyer may supply any information they receive from the Worker to HMRC for revenue collection and management.

36. Conflict of interest

36.1 The Supplier must take action to ensure that neither the Supplier nor the Supplier Staff are placed in the position of an actual, potential or perceived Conflict of Interest.

- 36.2 The Supplier must promptly notify and provide details to the Buyer if an actual, potential or perceived Conflict of Interest happens or is expected to happen.
- 36.3 The Buyer will consider whether there are any appropriate measures that can be put in place to remedy an actual, perceived or potential Conflict of Interest. If, in the reasonable opinion of the Buyer, such measures do not or will not resolve an actual or potential Conflict of Interest, the Buyer may terminate its Contract immediately by giving notice in writing to the Supplier where there is or may be an actual or potential Conflict of Interest and Clauses 14.5.1(b) to 14.5.1(g) shall apply.
- 37. Reporting a breach of the contract
 - 37.1 As soon as it is aware of it the Supplier and Supplier Staff must report to the Buyer any actual or suspected:
 - 37.1.1 breach of Law;
 - 37.1.2 Default of Clause 16.1; and
 - 37.1.3 Default of Clauses 31 to 36.
 - 37.2 The Supplier must not retaliate against any of the Supplier Staff who in good faith reports a breach or Default listed in Clause 37.1 to the Buyer or a Prescribed Person.
- 38. Further Assurances

Each Party will, at the request and cost of the other Party, do all things which may be reasonably necessary to give effect to the meaning of this Contract.
- 39. Resolving disputes
 - 39.1 If there is a Dispute, the senior representatives of the Parties who have authority to settle the Dispute will, within twenty eight (28) days of a written request from the other Party, meet in good faith to resolve the Dispute by commercial negotiation.
 - 39.2 If the Parties cannot resolve the Dispute via commercial negotiation, they can attempt to settle it by mediation using the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure current at the time of the Dispute. If the Parties cannot agree on a mediator, the mediator will be nominated by CEDR. If either Party does not wish to use, or continue to use mediation, or mediation does not resolve the Dispute, the Dispute must be resolved using Clauses 39.4 to 39.6.
 - 39.3 Unless the Buyer refers the Dispute to arbitration using Clause 39.5, the Parties irrevocably agree that the courts of England and Wales have the exclusive jurisdiction to:
 - 39.3.1 determine the Dispute;
 - 39.3.2 grant interim remedies; and
 - 39.3.3 grant any other provisional or protective relief.

- 39.4 The Supplier agrees that the Buyer has the exclusive right to refer any Dispute to be finally resolved by arbitration under the London Court of International Arbitration Rules current at the time of the Dispute. There will be only one arbitrator. The seat or legal place of the arbitration will be London and the proceedings will be in English.
- 39.5 The Buyer has the right to refer a Dispute to arbitration even if the Supplier has started or has attempted to start court proceedings under Clause 39.4, unless the Buyer has agreed to the court proceedings or participated in them. Even if court proceedings have started, the Parties must do everything necessary to ensure that the court proceedings are stayed in favour of any arbitration proceedings if they are started under Clause 39.5.
- 39.6 The Supplier cannot suspend the performance of this Contract during any Dispute.
40. Which law applies
- This Contract and any issues or Disputes arising out of, or connected to it, are governed by English law.

Schedule 1 (Definitions)

1. Definitions

- 1.1 In this Contract, unless the context otherwise requires, capitalised expressions shall have the meanings set out in this Schedule 1 (Definitions) or the relevant Schedule in which that capitalised expression appears.
- 1.2 If a capitalised expression does not have an interpretation in this Schedule or any other Schedule, it shall, in the first instance, be interpreted in accordance with the common interpretation within the relevant market sector/industry where appropriate. Otherwise, it shall be interpreted in accordance with the dictionary meaning.
- 1.3 In this Contract, unless the context otherwise requires:
 - 1.3.1 reference to a gender includes the other gender and the neuter;
 - 1.3.2 references to a person include an individual, company, body corporate, corporation, unincorporated association, firm, partnership or other legal entity or Crown Body;
 - 1.3.3 a reference to any Law includes a reference to that Law as amended, extended, consolidated, replaced or re-enacted from time to time (including as a consequence of the Retained EU Law (Revocation and Reform) Act 2023);
 - 1.3.4 the words "**including**", "**other**", "**in particular**", "**for example**" and similar words shall not limit the generality of the preceding words and shall be construed as if they were immediately followed by the words "**without limitation**";
 - 1.3.5 references to "**writing**" include typing, printing, lithography, photography, display on a screen, electronic and facsimile transmission and other modes of representing or reproducing words in a visible form, and expressions referring to writing shall be construed accordingly;
 - 1.3.6 references to "**representations**" shall be construed as references to present facts, to "**warranties**" as references to present and future facts and to "**undertakings**" as references to obligations under this Contract;
 - 1.3.7 references to "**Clauses**" and "**Schedules**" are, unless otherwise provided, references to the clauses and schedules of the Core Terms and references in any Schedule to parts, paragraphs, annexes and tables are, unless otherwise provided, references to the parts, paragraphs, annexes and tables of the Schedule in which these references appear;
 - 1.3.8 references to "**Paragraphs**" are, unless otherwise provided, references to the paragraph of the appropriate Schedules unless otherwise provided;

- 1.3.9 references to a series of Clauses or Paragraphs shall be inclusive of the clause numbers specified;
- 1.3.10 where the Buyer is a Crown Body the Supplier shall be treated as contracting with the Crown as a whole; and
- 1.3.11 Any reference in this Contract which immediately before IP Completion Day (or such later date when relevant EU law ceases to have effect pursuant to Section 1A of the European Union (Withdrawal) Act 2018) is a reference to (as it has effect from time to time) any EU regulation, EU decision, EU tertiary legislation or provision of the EEA agreement ("**EU References**") which is to form part of domestic law by application of Section 3 of the European Union (Withdrawal) Act 2018 and which shall be read on and after IP Completion Day as a reference to the EU References as they form part of domestic law by virtue of Section 3 of the European Union (Withdrawal) Act 2018 as modified by domestic law from time to time.
- 1.4 In this Contract, unless the context otherwise requires, the following words shall have the following meanings:
- | | |
|--------------------------------------|--|
| "Achieve" | in respect of a Test, to successfully pass such Test without any Test Issues and in respect of a Milestone, the issue of a Satisfaction Certificate in respect of that Milestone and "Achieved" , "Achieving" and "Achievement" shall be construed accordingly; |
| "Additional FDE Group Member" | means any entity (if any) specified as an Additional FDE Group Member in Part A of Annex 3 of Schedule 24 (Financial Difficulties); |
| "Affected Party" | the party seeking to claim relief in respect of a Force Majeure Event; |
| "Affiliates" | in relation to a body corporate, any other entity which directly or indirectly Controls, is Controlled by, or is under direct or indirect common Control of that body corporate from time to time; |
| "Allowable Assumptions" | means the assumptions (if any) set out in Annex 2 of Schedule 3 (Charges); |
| "Annex" | extra information which supports a Schedule; |
| "Approval" | the prior written consent of the Buyer and "Approve" and "Approved" shall be construed accordingly; |

"Associates"	means, in relation to an entity, an undertaking in which the entity owns, directly or indirectly, between 20% and 50% of the voting rights and exercises a degree of control sufficient for the undertaking to be treated as an associate under generally accepted accounting principles;
"Audit"	<p>the Buyer's right to:</p> <ul style="list-style-type: none">(a) verify the integrity and content of any Financial Report;(b) verify the accuracy of the Charges and any other amounts payable by the Buyer under a Contract (including proposed or actual variations to them in accordance with this Contract);(c) verify the costs of the Supplier (including the costs of all Subcontractors and any third party suppliers) in connection with the provision of the Services;(d) verify the Open Book Data;(e) verify the Supplier's and each Subcontractor's compliance with the applicable Law;(f) identify or investigate actual or suspected breach of Clauses 3 to 37 and/or Schedule 26 (Sustainability), impropriety or accounting mistakes or any breach or threatened breach of security and in these circumstances the Buyer shall have no obligation to inform the Supplier of the purpose or objective of its investigations;(g) identify or investigate any circumstances which may impact upon the financial stability of the Supplier, any Guarantor, and/or any Subcontractors or their ability to provide the Deliverables;(h) obtain such information as is necessary to fulfil the Buyer's obligations to supply information for parliamentary, ministerial, judicial or administrative purposes

	including the supply of information to the Comptroller and Auditor General;
	(i) review any books of account and the internal contract management accounts kept by the Supplier in connection with this Contract;
	(j) carry out the Buyer's internal and statutory audits and to prepare, examine and/or certify the Buyer's annual and interim reports and accounts;
	(k) enable the National Audit Office to carry out an examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Buyer has used its resources;
"Auditor"	<p>(a) the Buyer's internal and external auditors;</p> <p>(b) the Buyer's statutory or regulatory auditors;</p> <p>(c) the Comptroller and Auditor General, their staff and/or any appointed representatives of the National Audit Office;</p> <p>(d) HM Treasury or the Cabinet Office;</p> <p>(e) any party formally appointed by the Buyer to carry out audit or similar review functions; and</p> <p>(f) successors or assigns of any of the above;</p>
"Award Form"	the document outlining the Incorporated Terms and crucial information required for this Contract, to be executed by the Supplier and the Buyer;
"Beneficiary"	a Party having (or claiming to have) the benefit of an indemnity under this Contract;
"Buyer"	the public sector purchaser identified as such in the Order Form;
"Buyer Assets"	the Buyer's infrastructure, data, software, materials, assets, equipment or other property owned by and/or licensed or leased to the Buyer and which is or may be used in connection with

	the provision of the Deliverables which remain the property of the Buyer throughout the term of this Contract;
"Buyer Authorised Representative"	the representative appointed by the Buyer from time to time in relation to this Contract initially identified in the Award Form;
"Buyer Cause"	has the meaning given to it in the Award Form;
"Buyer Existing IPR"	means any and all IPR that are owned by or licensed to the Buyer, and where the Buyer is a Crown Body, any Crown IPR, and which are or have been developed independently of this Contract (whether prior to the Effective Date or otherwise);
"Buyer Premises"	premises owned, controlled or occupied by the Buyer which are made available for use by the Supplier or its Subcontractors for the provision of the Deliverables (or any of them);
"Buyer Property"	the property, other than real property and IPR, including the Buyer System, any equipment issued or made available to the Supplier by the Buyer in connection with this Contract;
"Buyer Software"	any software which is owned by or licensed to the Buyer and which is or will be used by the Supplier for the purposes of providing the Deliverables;
"Buyer System"	the Buyer's computing environment (consisting of hardware, software and/or telecommunications networks or equipment) used by the Buyer or the Supplier in connection with this Contract which is owned by or licensed to the Buyer by a third party and which interfaces with the Supplier System or which is necessary for the Buyer to receive the Deliverables;
"Buyer Third Party"	means any supplier to the Buyer (other than the Supplier), which is notified to the Supplier from time to time;

"Buyer's Confidential Information"	<p>(a) all Personal Data and any information, however it is conveyed, that relates to the business, affairs, developments, property rights, trade secrets, Know-How and IPR of the Buyer (including all Buyer Existing IPR and New IPR);</p> <p>(b) any other information clearly designated as being confidential (whether or not it is marked "confidential") or which ought reasonably be considered confidential which comes (or has come) to the Buyer's attention or into the Buyer's possession in connection with this Contract; and</p> <p>information derived from any of the above;</p>
"Change in Law"	<p>any change in Law which impacts on the supply of the Deliverables and performance of this Contract which comes into force after the Effective Date;</p>
"Change of Control"	<p>a change of control within the meaning of Section 450 of the Corporation Tax Act 2010;</p>
"Charges"	<p>the prices (exclusive of any applicable VAT), payable to the Supplier by the Buyer under this Contract, as set out in the Award Form, for the full and proper performance by the Supplier of its obligations under this Contract less any Deductions;</p>
"Claim"	<p>any claim which it appears that a Beneficiary is, or may become, entitled to indemnification under this Contract;</p>
"Commercially Sensitive Information"	<p>the Confidential Information listed in Schedule 5 (Commercially Sensitive Information (if any) comprising of commercially sensitive information relating to the Supplier, its IPR or its business or which the Supplier has indicated to the Buyer that, if disclosed by the Buyer, would cause the Supplier significant commercial disadvantage or material financial loss;</p>

"Comparable Supply"	the supply of Deliverables to another Buyer of the Supplier that are the same or similar to the Deliverables;
"Confidential Information"	means any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, Know-How, personnel and suppliers of the Buyer or the Supplier, including IPRs, together with information derived from the above, and any other information clearly designated as being confidential (whether or not it is marked as "confidential") or which ought reasonably to be considered to be confidential;
"Conflict of Interest"	a conflict between the financial or personal duties of the Supplier or the Supplier Staff and the duties owed to the Buyer under this Contract, in the reasonable opinion of the Buyer;
"Contract"	the contract between the Buyer and the Supplier, which consists of the terms set out and referred to in the Award Form;
"Contract Period"	the term of this Contract from the earlier of the: (a) Start Date; or (b) the Effective Date, until the End Date;
"Contract Value"	the higher of the actual or expected total Charges paid or payable under this Contract where all obligations are met by the Supplier;
"Contract Year"	a consecutive period of twelve (12) Months commencing on the Effective Date or each anniversary thereof;
"Control"	control in either of the senses defined in sections 450 and 1124 of the Corporation Tax Act 2010 and "Controlled" shall be construed accordingly;
"Controller"	has the meaning given to it in the UK GDPR or the EU GDPR as the context requires;

- "Core Terms"** the Buyer's terms and conditions which apply to and comprise one part of this Contract set out in the document called **"Core Terms"**;
- "Costs"** the following costs (without double recovery) to the extent that they are reasonably and properly incurred by the Supplier in providing the Deliverables:
- (a) the cost to the Supplier or the Key Subcontractor (as the context requires), calculated per Work Day, of engaging the Supplier Staff, including:
 - (i) base salary paid to the Supplier Staff;
 - (ii) employer's National Insurance contributions;
 - (iii) pension contributions;
 - (iv) car allowances;
 - (v) any other contractual employment benefits;
 - (vi) staff training;
 - (vii) work place accommodation;
 - (viii) work place IT equipment and tools reasonably necessary to provide the Deliverables (but not including items included within limb (b) below); and
 - (ix) reasonable recruitment costs, as agreed with the Buyer;
 - (b) costs incurred in respect of Supplier Assets which would be treated as capital costs according to generally accepted accounting principles within the UK, which shall include the cost to be charged in respect of Supplier Assets by the Supplier to the Buyer or (to the extent that risk and title in any Supplier Asset is not held by the Supplier) any cost actually incurred by the

	Supplier in respect of those Supplier Assets;
	(c) operational costs which are not included within (a) or (b) above, to the extent that such costs are necessary and properly incurred by the Supplier in the provision of the Deliverables; and
	(d) Reimbursable Expenses to the extent these have been specified as allowable in the Award Form and are incurred in delivering any Deliverables;
	but excluding:
	(a) Overhead;
	(b) financing or similar costs;
	(c) maintenance and support costs to the extent that these relate to maintenance and/or support Deliverables provided beyond the Contract Period whether in relation to Supplier Assets or otherwise;
	(d) taxation;
	(e) fines and penalties;
	(f) amounts payable under Schedule 12 (Benchmarking) where such Schedule is used; and
	(g) non-cash items (including depreciation, amortisation, impairments and movements in provisions);
"COTS Software" or "Commercial off the shelf Software"	non-customised software where the IPR may be owned and licensed either by the Supplier or a third party depending on the context, and which is commercially available for purchase and subject to standard licence terms;
"Critical Service Level Failure"	has the meaning given to it in the Award Form;
"Crown Body"	the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Government and the

	Welsh Government), including government ministers and government departments and particular bodies, persons, commissions or agencies from time to time carrying out functions on its behalf;
"Crown IPR"	means any IPR which is owned by or licensed to the Crown, and which are or have been developed independently of this Contract (whether prior to the Effective Date or otherwise);
"CRTPA"	the Contract Rights of Third Parties Act 1999;
"Data Loss Event"	any event that results, or may result, in unauthorised access to Personal Data held by the Processor under this Contract, and/or actual or potential loss and/or destruction of Personal Data in breach of this Agreement, including any Personal Data Breach.
"Data Protection Impact Assessment"	an assessment by the Controller of the impact of the envisaged Processing on the protection of Personal Data;
"Data Protection Legislation"	(i) the UK GDPR, (ii) the DPA 2018 to the extent that it relates to processing of personal data and privacy; (iii) all applicable Law about the processing of personal data and privacy; and (iv) (to the extent that it applies) the EU GDPR;
"Data Protection Liability Cap"	has the meaning given to it in the Award Form;
"Data Protection Officer"	has the meaning given to it in the UK GDPR or the EU GDPR as the context requires;
"Data Subject"	has the meaning given to it in the UK GDPR or the EU GDPR as the context requires;
"Data Subject Access 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;

"Deductions"	all Service Credits, Delay Payments (if applicable), or any other deduction which the Buyer is paid or is payable to the Buyer under this Contract;
"Default"	any breach of the obligations of the Supplier (including abandonment of this Contract in breach of its terms) or any other default (including Material Default), act, omission, negligence or statement of the Supplier, of its Subcontractors or any Supplier Staff howsoever arising in connection with or in relation to the subject-matter of this Contract and in respect of which the Supplier is liable to the Buyer;
"Defect"	<p>any of the following:</p> <ul style="list-style-type: none">(a) any error, damage or defect in the manufacturing of a Deliverable; or(b) any error or failure of code within the Software which causes a Deliverable to malfunction or to produce unintelligible or incorrect results; or(c) any failure of any Deliverable to provide the performance, features and functionality specified in the requirements of the Buyer or the Documentation (including any adverse effect on response times) regardless of whether or not it prevents the relevant Deliverable from passing any Test required under this Contract; or(d) any failure of any Deliverable to operate in conjunction with or interface with any other Deliverable in order to provide the performance, features and functionality specified in the requirements of the Buyer or the Documentation (including any adverse effect on response times) regardless of whether or not it prevents the relevant Deliverable from passing any Test required under this Contract;

"Delay Payments"	the amounts (if any) payable by the Supplier to the Buyer in respect of a delay in respect of a Milestone as specified in the Implementation Plan;
"Deliverables"	Goods, Services or software that may be ordered and/or developed under this Contract including the Documentation;
"Delivery"	delivery of the relevant Deliverable or Milestone in accordance with the terms of this Contract as confirmed and accepted by the Buyer by the either (a) confirmation in writing to the Supplier; or (b) where Schedule 8 (Implementation Plan and Testing) is used issue by the Buyer of a Satisfaction Certificate. "Deliver" and "Delivered" shall be construed accordingly;
"Dependent Parent Undertaking"	means any Parent Undertaking which provides any of its Subsidiary Undertakings and/or Associates, whether directly or indirectly, with any financial, trading, managerial or other assistance of whatever nature, without which the Supplier would be unable to continue the day to day conduct and operation of its business in the same manner as carried on at the time of entering into this Contract, including for the avoidance of doubt the provision of the Services in accordance with the terms of this Contract;
"Disaster"	the occurrence of one or more events which, either separately or cumulatively, mean that the Deliverables, or a material part thereof will be unavailable (or could reasonably be anticipated to be unavailable);
"Disclosing Party"	the Party directly or indirectly providing Confidential Information to the other Party in accordance with Clause 19 (What you must keep confidential);
"Dispute"	any claim, dispute or difference (whether contractual or non-contractual) arising out of or in connection with this Contract or in connection with the negotiation, existence, legal validity,

	enforceability or termination of this Contract, whether the alleged liability shall arise under English law or under the law of some other country and regardless of whether a particular cause of action may successfully be brought in the English courts;
"Dispute Resolution Procedure"	the dispute resolution procedure set out in Clause 39 (Resolving disputes);
"Documentation"	<p>descriptions of the Services and Service Levels, technical specifications, user manuals, training manuals, operating manuals, process definitions and procedures, system environment descriptions and all such other documentation (whether in hardcopy or electronic form) is required to be supplied by the Supplier to the Buyer under this Contract as:</p> <ul style="list-style-type: none">(a) would reasonably be required by a competent third party capable of Good Industry Practice contracted by the Buyer to develop, configure, build, deploy, run, maintain, upgrade and test the individual systems that provide the Deliverables(b) is required by the Supplier in order to provide the Deliverables; and/or(c) has been or shall be generated for the purpose of providing the Deliverables;
"DOTAS"	the Disclosure of Tax Avoidance Schemes rules which require a promoter of tax schemes to tell HMRC of any specified notifiable arrangements or proposals and to provide prescribed information on those arrangements or proposals within set time limits as contained in Part 7 of the Finance Act 2004 and in secondary legislation made under vires contained in Part 7 of the Finance Act 2004 and as extended to National Insurance Contributions;
"DPA 2018"	The Data Protection Act 2018;

"Due Diligence Information"	any information supplied to the Supplier by or on behalf of the Buyer prior to the Effective Date;
"Effective Date"	the date on which the final Party has signed this Contract;
"EIR"	the Environmental Information Regulations 2004;
"Employment Regulations"	the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) as amended or replaced;
"End Date"	the earlier of: <ul style="list-style-type: none"> (a) the Expiry Date as extended by the Buyer under Clause 14.2; or (b) if this Contract is terminated before the date specified in (a) above, the date of termination of this Contract;
"End User"	means a party that is accessing the Deliverables provided pursuant to this Contract (including the Buyer where it is accessing services on its own account as a user);
"Environmental Policy"	to conserve energy, water, wood, paper and other resources, reduce waste and phase out the use of ozone depleting substances and minimise the release of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment, including any written environmental policy of the Buyer;
"Equality and Human Rights Commission"	the UK Government body named as such as may be renamed or replaced by an equivalent body from time to time;
"Escalation Meeting"	means a meeting between the Supplier Authorised Representative and the Buyer Authorised Representative to address issues that have arisen during the Rectification Plan Process;
"Estimated Year 1 Charges"	the anticipated total Charges payable by the Buyer in the first Contract Year specified in the Award Form;

"Estimated Yearly Charges"	<p>means for the purposes of calculating each Party's annual liability under Clause 15.1:</p> <ul style="list-style-type: none"> (a) in the first Contract Year, the Estimated Year 1 Charges; or (b) in any subsequent Contract Years, the Charges paid or payable in the previous Contract Year; or (c) after the end of this Contract, the Charges paid or payable in the last Contract Year during the Contract Period;
"EU GDPR"	<p>Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation) as it has effect in EU law;</p>
"Existing IPR"	<p>any and all IPR that are owned by or licensed to either Party and which are or have been developed independently of this Contract (whether prior to the Start Date or otherwise);</p>
"Exit Plan"	<p>has the meaning given to it in Paragraph 4.1 of Schedule 30 (Exit Plan);</p>
"Expiry Date"	<p>the date of the end of this Contract as stated in the Award Form;</p>
"Extension Period"	<p>such period or periods beyond which the Initial Period may be extended, specified in the Award Form;</p>
"FDE Group"	<p>the Supplier and any Additional FDE Group Member;</p>
"Financial Distress Event"	<p>The occurrence of one or more the following events:</p> <ul style="list-style-type: none"> (a) the credit rating of any FDE Group entity drops below the applicable Credit Rating Threshold of the relevant Rating Agency;

- (b) any FDE Group entity issues a profits warning to a stock exchange or makes any other public announcement, in each case about a material deterioration in its financial position or prospects;
- (c) there being a public investigation into improper financial accounting and reporting, suspected fraud or any other impropriety of any FDE Group entity;
- (d) any FDE Group entity commits a material breach of covenant to its lenders;
- (e) a Key Subcontractor notifies the Buyer that the Supplier has not paid any material sums properly due under a specified invoice and not subject to a genuine dispute;
- (f) any FDE Group entity extends the filing period for filing its accounts with the Registrar of Companies so that the filing period ends more than nine (9) months after its accounting reference date without an explanation to the Buyer which the Buyer (acting reasonably) considers to be adequate;
- (g) any FDE Group entity is late to file its annual accounts without a public notification or an explanation to the Buyer which the Buyer (acting reasonably) considers to be adequate;
- (h) the directors and/or external auditors of any FDE Group entity conclude that a material uncertainty exists in relation to that FDE Group entity's going concern in the annual report including in a reasonable but plausible downside scenario. This includes, but is not limited to, commentary about liquidity and trading prospects in the reports from directors or external auditors;
- (i) any of the following:

- (i) any FDE Group entity makes a public announcement which contains commentary with regards to that FDE Group entity's liquidity and trading and trading prospects, such as but not limited to, a profit warning or ability to trade as a going concern;
- (ii) commencement of any litigation against any FDE Group entity with respect to financial indebtedness greater than £5m or obligations under a service contract with a total contract value greater than £5m;
- (iii) non-payment by any FDE Group entity of any financial indebtedness;
- (iv) any financial indebtedness of any FDE Group entity becoming due as a result of an event of default;
- (v) the cancellation or suspension of any financial indebtedness in respect of any FDE Group entity; or
- (vi) an external auditor of any FDE Group entity expressing a qualified opinion on, or including an emphasis of matter in, its opinion on the statutory accounts of that FDE Group entity,

in each case which the Buyer reasonably believes (or would be likely reasonably to believe) could directly impact on the continued provision of the Deliverables in accordance with this Contract; or

- (j) any one of the Financial Indicators set out in Part C of Annex 2 of Schedule 24 for any of the FDE Group entities failing to meet the required Financial Target Threshold;

"Financial Report"

a report provided by the Supplier to the Buyer that:

- (a) to the extent permitted by Law, provides a true and fair reflection of the Costs and Supplier Profit Margin forecast by the Supplier;
- (b) to the extent permitted by Law, provides detail a true and fair reflection of the costs and expenses to be incurred by Key Subcontractors (as requested by the Buyer);
- (c) is in the same software package (Microsoft Excel or Microsoft Word), layout and format as the blank templates which have been issued by the Buyer to the Supplier on or before the Effective Date for the purposes of this Contract; and
- (d) is certified by the Supplier's Chief Financial Officer or Director of Finance;

**"Financial
Transparency
Objectives"**

means:

- (a) the Buyer having a clear analysis of the Costs, Overhead recoveries (where relevant), time spent by Supplier Staff in providing the Services and the Supplier Profit Margin so that it can understand any payment sought by the Supplier;
- (b) the Parties being able to understand Cost forecasts and to have confidence that these are based on justifiable numbers and appropriate forecasting techniques;
- (c) the Parties being able to understand the quantitative impact of any Variations that affect ongoing Costs and identifying how these could be mitigated and/or reflected in the Charges;
- (d) the Parties being able to review, address issues with and re-forecast progress in relation to the provision of the Services;
- (e) the Parties challenging each other with ideas for efficiency and improvements; and

- (f) enabling the Buyer to demonstrate that it is achieving value for money for the tax payer relative to current market prices;

"FOIA"

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

"Force Majeure Event"

any event, circumstance, matter or cause affecting the performance by either the Buyer or the Supplier of its obligations arising from:

- (a) acts, events, omissions, happenings or non-happenings beyond the reasonable control of the Affected Party which prevent or materially delay the Affected Party from performing its obligations under a Contract;
- (b) riots, civil commotion, war or armed conflict, acts of terrorism, nuclear, biological or chemical warfare;
- (c) acts of a Crown Body, local government or regulatory bodies;
- (d) fire, flood or any disaster; or
- (e) an industrial dispute affecting a third party for which a substitute third party is not reasonably available but excluding:
 - (i) any industrial dispute relating to the Supplier, the Supplier Staff (including any subsets of them) or any other failure in the Supplier or the Subcontractor's supply chain;
 - (ii) any event, occurrence, circumstance, matter or cause which is attributable to the wilful act, neglect or failure to take reasonable precautions against it by the Party concerned; and
 - (iii) any failure of delay caused by a lack of funds,

	and which is not attributable to any wilful act, neglect or failure to take reasonable preventative action by that Party;
"Force Majeure Notice"	a written notice served by the Affected Party on the other Party stating that the Affected Party believes that there is a Force Majeure Event;
"General Anti-Abuse Rule"	<p>(a) the legislation in Part 5 of the Finance Act 2013; and</p> <p>(b) any future legislation introduced into parliament to counteract tax advantages arising from abusive arrangements to avoid National Insurance contributions;</p>
"General Change in Law"	a Change in Law where the change is of a general legislative nature (including taxation or duties of any sort affecting the Supplier) or which affects or relates to a Comparable Supply;
"Goods"	goods made available by the Supplier as specified in Schedule 2 (Specification) and in relation to a Contract;
"Good Industry Practice"	At any time the standards, practices, methods and procedures conforming to the Law and the exercise of the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected at such time from a skilled and experienced person or body engaged within the relevant industry or business sector;
"Government"	the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Government and the Welsh Government), including government ministers and government departments and other bodies, persons, commissions or agencies from time to time carrying out functions on its behalf;
"Government Data"	(a) the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic,

	<p>optical or tangible media, including any of the Buyer's Confidential Information, and which:</p> <ul style="list-style-type: none"> (i) are supplied to the Supplier by or on behalf of the Buyer; and/or (ii) the Supplier is required to generate, process, store or transmit pursuant to this Contract; or <p>(b) any Personal Data for which the Buyer is Controller;</p>
"Government Procurement Card"	<p>the Government's preferred method of purchasing and payment for low value goods or services https://www.gov.uk/government/publications/government-procurement-card--2;</p>
"Guarantor"	<p>the person (if any) who has entered into a guarantee in the form set out in Schedule 23 (Guarantee) in relation to this Contract;</p>
"Halifax Abuse Principle"	<p>the principle explained in the CJEU Case C-255/02 Halifax and others;</p>
"HMRC"	<p>His Majesty's Revenue and Customs;</p>
"ICT Environment"	<p>the Buyer System and the Supplier System;</p>
"ICT Policy"	<p>the Buyer's policy in respect of information and communications technology, referred to in the Award Form (if used), which is in force as at the Effective Date (a copy of which has been supplied to the Supplier), as updated from time to time in accordance with the Variation Procedure;</p>
"Impact Assessment"	<p>an assessment of the impact of a Variation request by the Buyer completed in good faith, including:</p> <ul style="list-style-type: none"> (a) details of the impact of the proposed Variation on the Deliverables and the Supplier's ability to meet its other obligations under this Contract;

	<ul style="list-style-type: none"> (b) details of the cost of implementing the proposed Variation; (c) details of the ongoing costs required by the proposed Variation when implemented, including any increase or decrease in the Charges (as applicable), any alteration in the resources and/or expenditure required by either Party and any alteration to the working practices of either Party; (d) a timetable for the implementation, together with any proposals for the testing of the Variation; and (e) such other information as the Buyer may reasonably request in (or in response to) the Variation request;
"Implementation Plan"	the plan for provision of the Deliverables set out in Schedule 8 (Implementation Plan and Testing) where that Schedule is used or otherwise as agreed between the Supplier and the Buyer;
"Incorporated Terms"	the contractual terms applicable to this Contract specified in the Award Form;
"Indemnifier"	a Party from whom an indemnity is sought under this Contract;
"Independent Controller"	a party which is Controller of the same Personal Data as the other Party and there is no element of joint control with regards to that Personal Data;
"Indexation"	the adjustment of an amount or sum in accordance with this Contract;
"Information Commissioner"	the UK's independent authority which deals with ensuring information relating to rights in the public interest and data privacy for individuals is met, whilst promoting openness by public bodies;
"Initial Period"	the initial term of this Contract specified in the Award Form;

**"Insolvency
Event"**

with respect to any person, means:

- (a) that person suspends, or threatens to suspend, payment of its debts, or is unable to pay its debts as they fall due or admits inability to pay its debts, or:
 - (i) (being a company or an LLP) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, or
 - (ii) (being a partnership) is deemed unable to pay its debts within the meaning of section 222 of the Insolvency Act 1986;
- (b) that person commences negotiations with one or more of its creditors (using a voluntary arrangement, scheme of arrangement or otherwise) with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with one or more of its creditors or takes any step to obtain a moratorium pursuant to Section 1A and Schedule A1 of the Insolvency Act 1986 other than (in the case of a company, an LLP or a partnership) for the sole purpose of a scheme for a solvent amalgamation of that person with one or more other companies or the solvent reconstruction of that person;
- (c) another person becomes entitled to appoint a receiver over the assets of that person or a receiver is appointed over the assets of that person;
- (d) a creditor or encumbrancer of that person attaches or takes possession of, or a distress, execution or other such process is levied or enforced on or sued against, the whole or any part of that person's assets

and such attachment or process is not discharged within fourteen (14) days;

- (e) that person suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business;
- (f) where that person is a company, an LLP or a partnership:
 - (i) a petition is presented (which is not dismissed within fourteen (14) days of its service), a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that person other than for the sole purpose of a scheme for a solvent amalgamation of that person with one or more other companies or the solvent reconstruction of that person;
 - (ii) an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is filed at Court or given or if an administrator is appointed, over that person;
 - (iii) (being a company or an LLP) the holder of a qualifying floating charge over the assets of that person has become entitled to appoint or has appointed an administrative receiver; or
 - (iv) (being a partnership) the holder of an agricultural floating charge over the assets of that person has become entitled to appoint or has appointed an agricultural receiver; or
- (g) any event occurs, or proceeding is taken, with respect to that person in any jurisdiction to which it is subject that has an

effect equivalent or similar to any of the events mentioned above;

"Installation Works"	all works which the Supplier is to carry out at the beginning of the Contract Period to install the Goods in accordance with this Contract;
"Intellectual Property Rights" or "IPR"	<p>(a) copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trade marks, rights in internet domain names and website addresses and other rights in trade or business names, goodwill, designs, Know-How, trade secrets and other rights in Confidential Information;</p> <p>(b) applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction; and</p> <p>(c) all other rights having equivalent or similar effect in any country or jurisdiction;</p>
"IP Completion Day"	has the meaning given to it in the European Union (Withdrawal Agreement) Act 2020;
"IPR Claim"	any claim of infringement or alleged infringement (including the defence of such infringement or alleged infringement) of any IPR (excluding COTS Software where Part B of Schedule 36 (Intellectual Property Rights) is used), used to provide the Deliverables or otherwise provided and/or licensed by the Supplier (or to which the Supplier has provided access) to the Buyer in the fulfilment of its obligations under this Contract;
"IR35"	<p>the off-payroll rules requiring individuals who work through their company pay the same tax and National Insurance contributions as an employee which can be found online at:</p> <p>https://www.gov.uk/guidance/ir35-find-out-if-it-applies;</p>

"Joint Controller Agreement"	the agreement (if any) entered into between the Buyer and the Supplier substantially in the form set out in Annex 2 of Schedule 20 (Processing Data);
"Joint Control"	where two (2) or more Controllers jointly determine the purposes and means of Processing;
"Joint Controllers"	has the meaning given in Article 26 of the UK GDPR, or EU GDPR, as the context requires;
"Key Staff"	the persons who the Supplier shall appoint to fill key roles in connection with the Services as listed in Annex 1 of Schedule 29 (Key Supplier Staff);
"Key Sub-Contract"	each Sub-Contract with a Key Subcontractor;
"Key Subcontractor"	<p>any Subcontractor (including consortium members as applicable):</p> <ul style="list-style-type: none"> (a) which is relied upon to deliver any work package within the Deliverables in their entirety; and/or (b) which, in the opinion of the Buyer performs (or would perform if appointed) a critical role in the provision of all or any part of the Deliverables; and/or (c) with a Sub-Contract with this Contract value which at the time of appointment exceeds (or would exceed if appointed) 10% of the aggregate Charges forecast to be payable under this Contract, <p>and the Supplier shall list all such Key Subcontractors/consortium members in the Award Form;</p>
"Know-How"	all ideas, concepts, schemes, information, knowledge, techniques, methodology, and anything else in the nature of know-how relating to the Deliverables but excluding know-how already in the other Party's possession before the Effective Date;

"Law"	any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, right within the meaning of the European Union (Withdrawal) Act 2018 as amended by European Union (Withdrawal Agreement) Act 2020, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements of any regulatory body with which the Supplier is bound to comply;
"Law Enforcement Processing"	processing under Part 3 of the DPA 2018;
"Losses"	all losses, liabilities, damages, costs, expenses (including legal fees), disbursements, costs of investigation, litigation, settlement, judgment, interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise and "Loss" shall be interpreted accordingly;
"Malicious Software"	any software program or code intended to destroy, interfere with, corrupt, or cause undesired effects on program files, data or other information, executable code or application software macros, whether or not its operation is immediate or delayed, and whether the malicious software is introduced wilfully, negligently or without knowledge of its existence;
"Material Default"	a single serious Default or a number of Defaults or repeated Defaults (whether of the same or different obligations and regardless of whether such Defaults are remedied)
"Marketing Contact"	shall be the person identified in the Award Form;
"Milestone"	an event or task described in the Implementation Plan;

"Milestone Date"	the target date set out against the relevant Milestone in the Implementation Plan by which the Milestone must be Achieved;
"Month"	a calendar month and "Monthly" shall be interpreted accordingly;
"National Insurance"	contributions required by the Social Security Contributions and Benefits Act 1992 and made in accordance with the Social Security (Contributions) Regulations 2001 (SI 2001/1004);
"New IPR"	<p>(a) IPR in items created by the Supplier (or by a third party on behalf of the Supplier) specifically for the purposes of this Contract and updates and amendments of these items including database schema; and/or</p> <p>(b) IPR in or arising as a result of the performance of the Supplier's obligations under this Contract and all updates and amendments to the same;</p> <p>but shall not include the Supplier's Existing IPR;</p>
"New IPR Item"	means a deliverable, document, product or other item within which New IPR subsists;
"Notifiable Default"	<p>means:</p> <p>(a) the Supplier commits a Material Default; and/or</p> <p>(b) the performance of the Supplier is likely to cause or causes a Critical Service Level Failure;</p>
"Object Code"	software and/or data in machine-readable complied object code form;
"Occasion of Tax Non – Compliance"	<p>where:</p> <p>(a) any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 which is found on or after 1 April 2013 to be incorrect as a result of:</p>

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

"Open Book Data"

complete and accurate financial and non-financial information which is sufficient to enable the Buyer to verify the Charges already paid or payable and Charges forecast to be paid during the remainder of this Contract, including details and all assumptions relating to:

- (a) the Supplier's Costs broken down against each Good and/or Service and/or Deliverable, including actual capital expenditure (including capital replacement costs) and the unit cost and total actual costs of all Deliverables;
- (b) operating expenditure relating to the provision of the Deliverables including an analysis showing:
 - (i) the unit costs and quantity of Goods and any other consumables and bought-in Deliverables;

- (iii) manpower resources broken down into the number and grade/role of all Supplier Staff (free of any contingency) together with a list of agreed rates against each manpower grade;
 - (iv) a list of Costs underpinning those rates for each manpower grade, being the agreed rate less the Supplier Profit Margin; and
 - (v) Reimbursable Expenses, if allowed under the Award Form;
- (c) Overheads;
 - (d) all interest, expenses and any other third party financing costs incurred in relation to the provision of the Deliverables;
 - (e) the Supplier Profit achieved over the Contract Period and on an annual basis;
 - (f) confirmation that all methods of Cost apportionment and Overhead allocation are consistent with and not more onerous than such methods applied generally by the Supplier;
 - (g) an explanation of the type and value of risk and contingencies associated with the provision of the Deliverables, including the amount of money attributed to each risk and/or contingency; and
 - (h) the actual Costs profile for each Service Period;

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	standards-principles/open-standards-principles , and includes the Open Source publication of Software;
"Open Source"	computer Software that is released on the internet for use by any person, such release usually being made under a recognised open source licence and stating that it is released as open source;
"Open Licence Publication Material"	means items created pursuant to this Contract which the Buyer may wish to publish as Open Licence which are supplied in a format suitable for publication under Open Licence;
"Overhead"	those amounts which are intended to recover a proportion of the Supplier's or the Key Subcontractor's (as the context requires) indirect corporate costs (including financing, marketing, advertising, research and development and insurance costs and any fines or penalties) but excluding allowable indirect costs apportioned to facilities and administration in the provision of Supplier Staff and accordingly included within limb (a) of the definition of "Costs";
"Parent Undertaking"	has the meaning set out in section 1162 of the Companies Act 2006;
"Parliament"	takes its natural meaning as interpreted by Law;
"Party"	the Buyer or the Supplier and "Parties" shall mean both of them where the context permits;
"Personal Data"	has the meaning given to it in the UK GDPR or the EU GDPR as the context requires;
"Personal Data Breach"	has the meaning given to it in the UK GDPR or the EU GDPR as the context requires;
"Prescribed Person"	a legal adviser, an MP or an appropriate body which a whistle-blower may make a disclosure to as detailed in "Whistleblowing: list of prescribed people and bodies", 24 November 2016, available online at: https://www.gov.uk/government/publications/blow

[ng-the-whistle-list-of-prescribed-people-and-bodies--2/whistleblowing-list-of-prescribed-people-and-bodies](#);

"Processing"	has the meaning given to it in the UK GDPR or the EU GDPR as the context requires;
"Processor"	has the meaning given to it in the UK GDPR or the EU GDPR as the context requires;
"Processor Personnel"	all directors, officers, employees, agents, consultants and suppliers of the Processor and/or of any Subprocessor engaged in the performance of its obligations under this Contract;
"Progress Meeting"	a meeting between the Buyer Authorised Representative and the Supplier Authorised Representative;
"Progress Report"	a report provided by the Supplier indicating the steps taken to achieve Milestones or delivery dates;
"Prohibited Acts"	<p>(a) to directly or indirectly offer, promise or give any person working for or engaged by the Buyer or any other public body a financial or other advantage to:</p> <ul style="list-style-type: none"> (i) induce that person to perform improperly a relevant function or activity; or (ii) reward that person for improper performance of a relevant function or activity; <p>(b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with this Contract; or</p> <p>(c) committing any offence:</p> <ul style="list-style-type: none"> (i) under the Bribery Act 2010 (or any legislation repealed or revoked by such Act); or

	<ul style="list-style-type: none"> (ii) under legislation or common law concerning fraudulent acts; or (iii) defrauding, attempting to defraud or conspiring to defraud the Buyer or other public body; or
	(d) any activity, practice or conduct which would constitute one of the offences listed under (c) above if such activity, practice or conduct had been carried out in the UK;
"Protective Measures"	technical and organisational measures designed to ensure compliance with obligations of the Parties arising under Data Protection Legislation including 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 by it including those outlined in Schedule 16 (Security);
"Public Sector Body "	means a formally established organisation that is (at least in part) publicly funded to deliver a public or government service;
"Recall"	a request by the Supplier to return Goods to the Supplier or the manufacturer after the discovery of safety issues or defects (including defects in the IPR rights) that might endanger health or hinder performance;
"Recipient Party"	the Party which receives or obtains directly or indirectly Confidential Information;
"Rectification Plan"	<p>the Supplier's plan (or revised plan) to rectify its breach using the template in Schedule 25 (Rectification Plan) which shall include:</p> <ul style="list-style-type: none"> (a) full details of the Notifiable Default that has occurred, including a root cause analysis; (b) the actual or anticipated effect of the Notifiable Default; and

	(c) the steps which the Supplier proposes to take to rectify the Notifiable Default (if applicable) and to prevent such Notifiable Default from recurring, including timescales for such steps and for the rectification of the Notifiable Default (where applicable);
"Rectification Plan Process"	the process set out in Clause 11;
"Regulations"	the Public Contracts Regulations 2015 and/or the Public Contracts (Scotland) Regulations 2015 (as the context requires);
"Reimbursable Expenses"	<p>the reasonable out of pocket travel and subsistence (for example, hotel and food) expenses, properly and necessarily incurred in the performance of the Services, calculated at the rates and in accordance with the Buyer's expenses policy current from time to time, but not including:</p> <ul style="list-style-type: none"> (a) travel expenses incurred as a result of Supplier Staff travelling to and from their usual place of work, or to and from the premises at which the Services are principally to be performed, unless the Buyer otherwise agrees in advance in writing; and (b) subsistence expenses incurred by Supplier Staff whilst performing the Services at their usual place of work, or to and from the premises at which the Services are principally to be performed;
"Relevant Requirements"	all applicable Law relating to bribery, corruption and fraud, including the Bribery Act 2010 and any guidance issued by the Secretary of State pursuant to section 9 of the Bribery Act 2010;
"Relevant Tax Authority"	HMRC, or, if applicable, the tax authority in the jurisdiction in which the Supplier is established;
"Reminder Notice"	a notice sent in accordance with Clause 14.6.1 given by the Supplier to the Buyer providing

	notification that payment has not been received on time;
"Replacement Deliverables"	any deliverables which are substantially similar to any of the Deliverables and which the Buyer receives in substitution for any of the Deliverables, whether those goods are provided by the Buyer internally and/or by any third party;
"Replacement Supplier"	any third party provider of Replacement Deliverables appointed by or at the direction of the Buyer from time to time or where the Buyer is providing Replacement Deliverables for its own account, shall also include the Buyer;
"Request For Information"	a request for information or an apparent request relating to this Contract for the provision of the Deliverables or an apparent request for such information under the FOIA or the EIRs;
"Required Action"	means the action the Buyer will take and what Deliverables it will control during the Step-In Process;
"Required Insurances"	the insurances required by Schedule 22 (Insurance Requirements);
"Satisfaction Certificate"	the certificate (materially in the form of the document contained in Annex 2 of Part B of Schedule 8 (Implementation Plan and Testing) or as agreed by the Parties where Schedule 8 is not used in this Contract) granted by the Buyer when the Supplier has Achieved a Milestone or a Test;
"Schedules"	any attachment to this Contract which contains important information specific to each aspect of buying and selling;
"Security Management Plan"	the Supplier's security management plan prepared pursuant to Schedule 16 (Security) (if applicable);
"Security Policy"	the Buyer's security policy, referred to in the Award Form (if used), in force as at the Effective Date (a copy of which has been supplied to the Supplier),

	as updated from time to time and notified to the Supplier;
"Serious Fraud Office"	the UK Government body named as such as may be renamed or replaced by an equivalent body from time to time;
"Service Credits"	any service credits specified in the Annex to Part A of Schedule 10 (Service Levels) being payable by the Supplier to the Buyer in respect of any failure by the Supplier to meet one or more Service Levels;
"Service Levels"	any service levels applicable to the provision of the Deliverables under this Contract (which, where Schedule 10 (Service Levels) is used in this Contract, are specified in the Annex to Part A of such Schedule);
"Service Period"	has the meaning given to it in the Award Form;
"Services"	services made available by the Supplier as specified in Schedule 2 (Specification) and in relation to a Contract;
"Sites"	<p>any premises (including the Buyer Premises, the Supplier's premises or third party premises) from, to or at which:</p> <ul style="list-style-type: none">(a) the Deliverables are (or are to be) provided; or(b) the Supplier manages, organises or otherwise directs the provision or the use of the Deliverables;(c) those premises at which any Supplier Equipment or any part of the Supplier System is located (where ICT Services are being provided);
"SME"	an enterprise falling within the category of micro, small and medium sized enterprises defined by the Commission Recommendation of 6 May 2003 concerning the definition of micro, small and medium enterprises;

"Social Value"	the additional social benefits that can be achieved in the delivery of this Contract set out in Schedule 2 (Specification) and either (i) Schedule 10 (Service Levels) (where used) or (ii) Part C of Schedule 26 (Sustainability) (where Schedule 10 (Service Levels) is not used);
"Social Value KPIs"	the Social Value priorities set out in Schedule 2 (Specification) and either (i) Schedule 10 (Service Levels) (where used) or (ii) Part C of Schedule 26 (Sustainability) (where Schedule 10 (Service Levels) is not used);
"Social Value Report"	the report the Supplier is required to provide to the Buyer pursuant to Paragraph 1 of Part C of Schedule 26 (Sustainability) where Schedule 10 (Service Levels) is not used;
"Software"	any software including Specially Written Software, COTS Software and software that is not COTS Software;
"Software Supporting Materials"	has the meaning given to it in Schedule 36 (Intellectual Property Rights);
"Source Code"	computer programs and/or data in eye-readable form and in such form that it can be compiled or interpreted into equivalent binary code together with all related design comments, flow charts, technical information and documentation necessary for the use, reproduction, maintenance, modification and enhancement of such software;
"Special Terms"	any additional terms and conditions set out in the Award Form incorporated into this Contract;
"Specially Written Software"	any software (including database software, linking instructions, test scripts, compilation instructions and test instructions) created by the Supplier (or by a Subcontractor or other third party on behalf of the Supplier) specifically for the purposes of this Contract, including any modifications or enhancements to COTS Software. For the

	avoidance of doubt Specially Written Software does not constitute New IPR;
"Specific Change in Law"	a Change in Law that relates specifically to the business of the Buyer and which would not affect a Comparable Supply where the effect of that Specific Change in Law on the Deliverables is not reasonably foreseeable at the Effective Date;
"Specification"	the specification set out in Schedule 2 (Specification);
"Standards"	any: <ul style="list-style-type: none">(a) standards published by BSI British Standards, the National Standards Body of the United Kingdom, the International Organisation for Standardisation or other reputable or equivalent bodies (and their successor bodies) that a skilled and experienced operator in the same type of industry or business sector as the Supplier would reasonably and ordinarily be expected to comply with;(b) standards detailed in the specification in Schedule 2 (Specification);(c) standards agreed between the Parties from time to time;(d) relevant Government codes of practice and guidance applicable from time to time;
"Start Date"	the date specified on the Award Form;
"Step-In Process"	the process set out in Clause 13;
"Step-In Trigger Event"	means: <ul style="list-style-type: none">(a) the Supplier's level of performance constituting a Critical Service Level Failure;(b) the Supplier committing a Material Default which is irremediable;

- (c) where a right of termination is expressly reserved in this Contract;
- (d) an Insolvency Event occurring in respect of the Supplier or any Guarantor;
- (e) a Default by the Supplier that is materially preventing or materially delaying the provision of the Deliverables or any material part of them;
- (f) the Buyer considers that the circumstances constitute an emergency despite the Supplier not being in breach of its obligations under this agreement;
- (g) the Buyer being advised by a regulatory body that the exercise by the Buyer of its rights under Clause 13 is necessary;
- (h) the existence of a serious risk to the health or safety of persons, property or the environment in connection with the Deliverables; and/or
- (i) a need by the Buyer to take action to discharge a statutory duty;

"Step-Out Plan" means the Supplier's plan that sets out how the Supplier will resume the provision of the Deliverables and perform all its obligations under this Contract following the completion of the Step-In Process;

"Storage Media" the part of any device that is capable of storing and retrieving data;

"Sub-Contract" any contract or agreement (or proposed contract or agreement), other than this Contract, pursuant to which a third party:

- (a) provides the Deliverables (or any part of them);
- (b) provides facilities or services necessary for the provision of the Deliverables (or any part of them); and/or

	(c) is responsible for the management, direction or control of the provision of the Deliverables (or any part of them);
"Subcontractor"	any person other than the Supplier, who is a party to a Sub-Contract and the servants or agents of that person;
"Subprocessor"	any third Party appointed to process Personal Data on behalf of the Processor related to this Contract;
"Subsidiary Undertaking"	has the meaning set out in section 1162 of the Companies Act 2006;
"Supplier"	the person, firm or company identified in the Award Form;
"Supplier Assets"	all assets and rights used by the Supplier to provide the Deliverables in accordance with this Contract but excluding the Buyer Assets;
"Supplier Authorised Representative"	the representative appointed by the Supplier named in the Award Form, or later defined in a Contract;
"Supplier Equipment"	the Supplier's hardware, computer and telecoms devices, equipment, plant, materials and such other items supplied and used by the Supplier (but not hired, leased or loaned from the Buyer) in the performance of its obligations under this Contract;
"Supplier Existing IPR"	any and all IPR that are owned by or licensed to the Supplier and which are or have been developed independently of this Contract (whether prior to the Effective Date or otherwise);
"Supplier Existing IPR Licence"	means a licence to be offered by the Supplier to the Supplier Existing IPR as set out in Schedule 36 (Intellectual Property Rights);
"Supplier Group"	means the Supplier, its Dependent Parent Undertakings and all Subsidiary Undertakings and Associates of such Dependent Parent Undertakings;

"Supplier New and Existing IPR Licence"	means a licence to be offered by the Supplier to the New IPR and Supplier Existing IPR as set out in Schedule 36 (Intellectual Property Rights);
"Supplier Non-Performance"	where the Supplier has failed to: <ul style="list-style-type: none"> (a) Achieve a Milestone by its Milestone Date; (b) provide the Goods and/or Services in accordance with the Service Levels ; and/or (c) comply with an obligation under this Contract;
"Supplier Profit"	in relation to a period, the difference between the total Charges (in nominal cash flow terms but excluding any Deductions and total Costs (in nominal cash flow terms) in respect of this Contract for the relevant period;
"Supplier Profit Margin"	in relation to a period or a Milestone (as the context requires), the Supplier Profit for the relevant period or in relation to the relevant Milestone divided by the total Charges over the same period or in relation to the relevant Milestone and expressed as a percentage;
"Supplier Staff"	all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any Subcontractor engaged in the performance of the Supplier's obligations under this Contract;
"Supplier System"	the information and communications technology system used by the Supplier in supplying the Deliverables, including the COTS Software, the Supplier Equipment, configuration and management utilities, calibration and testing tools and related cabling (but excluding the Buyer System);
"Supplier's Confidential Information"	<ul style="list-style-type: none"> (a) any information, however it is conveyed, that relates to the business, affairs, developments, IPR of the Supplier (including the Supplier Existing IPR) trade secrets, Know-How, and/or personnel of the Supplier; (b) any other information clearly designated as being confidential (whether or not it is marked

as "confidential") or which ought reasonably to be considered to be confidential and which comes (or has come) to the Supplier's attention or into the Supplier's possession in connection with this Contract;

- (c) information derived from any of (a) and (b) above;

"Supplier's Contract Manager"

the person identified in the Award Form appointed by the Supplier to oversee the operation of this Contract and any alternative person whom the Supplier intends to appoint to the role, provided that the Supplier informs the Buyer prior to the appointment;

"Supply Chain Information Report Template"

the document at Annex 1 of Schedule 18 (Supply Chain Visibility);

"Supporting Documentation"

sufficient information in writing to enable the Buyer to reasonably assess whether the Charges, Reimbursable Expenses and other sums due from the Buyer under this Contract detailed in the information are properly payable;

"Tender Response"

the tender submitted by the Supplier to the Buyer and annexed to or referred to in Schedule 4 (Tender);

"Termination Assistance"

the activities to be performed by the Supplier pursuant to the Exit Plan, and other assistance required by the Buyer pursuant to the Termination Assistance Notice;

"Termination Assistance Period"

the period specified in a Termination Assistance Notice for which the Supplier is required to provide the Termination Assistance as such period may be extended pursuant to Paragraph 5.2 of Schedule 30 (Exit Management);

"Termination Assistance Notice"

has the meaning given to it in Paragraph 5.1 of Schedule 30 (Exit Management);

"Termination Notice"	a written notice of termination given by one Party to the other, notifying the Party receiving the notice of the intention of the Party giving the notice to terminate this Contract on a specified date and setting out the grounds for termination;
"Test Issue"	any variance or non-conformity of the Deliverables or Deliverables from their requirements as set out in this Contract;
"Test Plan"	a plan: <ul style="list-style-type: none">(a) for the Testing of the Deliverables; and(b) setting out other agreed criteria related to the achievement of Milestones;
"Tests and Testing"	any tests required to be carried out pursuant to this Contract as set out in the Test Plan or elsewhere in this Contract and "Tested" shall be construed accordingly;
"Third Party IPR"	Intellectual Property Rights owned by a third party which is or will be used by the Supplier for the purpose of providing the Deliverables;
"Third Party IPR Licence"	means a licence to the Third Party IPR as set out in Paragraph 1.6 of Schedule 36 (Intellectual Property Rights);
"Transparency Information"	the Transparency Reports and the content of this Contract, including any changes to this Contract agreed from time to time, except for – <ul style="list-style-type: none">(a) any information which is exempt from disclosure in accordance with the provisions of the FOIA, which shall be determined by the Buyer; and(b) Commercially Sensitive Information;
"Transparency Reports"	the information relating to the Deliverables and performance pursuant to this Contract which the Supplier is required to provide to the Buyer in accordance with the reporting requirements in Schedule 6 (Transparency Reports);

"UK GDPR"	has the meaning as set out in section 3(10) of the DPA 2018, supplemented by section 205(4) of the DPA 2018;
"Variation"	means a variation to this Contract;
"Variation Form"	the form set out in Schedule 21 (Variation Form);
"Variation Procedure"	the procedure set out in Clause 28 (Changing the contract);
"VAT"	value added tax in accordance with the provisions of the Value Added Tax Act 1994;
"VCSE"	a non-governmental organisation that is value-driven and which principally reinvests its surpluses to further social, environmental or cultural objectives;
"Verification Period"	has the meaning given to it in the table in Annex 2 of Schedule 3 (Charges);
"Work Day"	7.5 Work Hours, whether or not such hours are worked consecutively and whether or not they are worked on the same day;
"Work Hours"	the hours spent by the Supplier Staff properly working on the provision of the Deliverables including time spent travelling (other than to and from the Supplier's offices, or to and from the Sites) but excluding lunch breaks;
"Worker"	any one of the Supplier Staff which the Buyer, in its reasonable opinion, considers is an individual to which Procurement Policy Note 08/15 (Tax Arrangements of Public Appointees) (https://www.gov.uk/government/publications/procurement-policy-note-0815-tax-arrangements-of-appointees) applies in respect of the Deliverables; and
"Working Day"	any day other than a Saturday or Sunday or public holiday in England and Wales unless specified otherwise by the Parties in the Award Form.

Schedule 2 (Specification)

This Schedule sets out what the Buyer wants.

For all Deliverables, the Supplier must help the Buyer comply with any specific applicable Standards of the Buyer.

INTRODUCTION

Throughout this document the following defined terms will be used:

- **“DCS(s)”** means Director(s) of Children’s Services.
- **“Aspirant(s)”** means programme participant(s) on the Aspirant programme strand, aspiring to the role of a DCS.
- **“DCS/Aspirant Leadership Programme”** means the current training and support leadership programme aimed at Directors of Children’s Services (DCS) and those aspiring to the role of a DCS.
- **“Department”** means the Department for Education.
- **“ADCS”** means the Association of Directors of Children’s Services.
- **“LAs”** means Local Authorities and Children’s Trusts in England.
- **“LGA”** means the Local Government Association.
- **“KPI(s)”** means Key Performance Indicator(s).
- **“SEND”** means special educational needs and disabilities.

Programme Aims:

The programme aims to:

- Equip new DCSs, in their first year in the role, with the necessary skills to be exemplary leaders, through the provision of sector led training and development.
- Embed child and family centred thinking, values and principles to new and Aspirant DCSs to support effective functioning, resilience and retention in DCS roles.
- Provide an iterative programme which evolves to continually meet the needs of sector leaders and the workforce they lead and support.
- Future proof sector leadership by creating a pipeline of potential DCSs through the Aspirant strand.

- Create greater stability in the sector by contributing to an improvement in attrition rates, with DCSs remaining in post for longer periods.
- Increase the diversity at DCS level, both through the Aspirant strand, and contributing to wider sector work addressing diversity, equity, and inclusion in children's services leadership.
- Help support improvement in outcomes for children and families, and the delivery of children's services across all LAs through high-quality leadership.
- Support DCSs to drive sustainable, strategic improvement in LAs.
- Align with central government policy, including the recommendations from Stable Homes, Built on Love.

PROGRAMME REQUIREMENTS

The Supplier will be responsible for the delivery of a tailored programme that includes multiple distinct elements. The Department does not intend to strictly specify how this should be delivered and wishes to encourage Supplier innovation in designing and developing the programme. However, a successful Supplier would need to show how they would deliver in line with the overarching programme aims above, and the requirements outlined below.

Service Lines:

There are two strands to the DCS/Aspirant Leadership Programme. The Aspirant strand should have a set curriculum, designed to meet the requirements outlined below. The new DCS strand should have an iterative programme which is flexible and responsive to the needs of the DCS participants. It is critical that the programme strands demonstrate this distinction.

- Aspirant strand delivery: Design, develop and deliver the Aspirant programme strand.
- DCS strand delivery: Design, develop and deliver the DCS programme strand.
- Attraction and Promotion: Design and deliver programme attraction, including the development of a brand identity. Ensure this generates a diverse pipeline of programme applicants to the Aspirant strand, and that all DCSs are invited to take up a place on the DCS strand promptly after their appointment.
- Recruitment and Selection: Design and deliver a recruitment process for the Aspirant strand, ensuring candidates meet criteria.
- Programme Management and Governance: Develop strong programme management and governance, to ensure the programme delivers requirements and against KPIs.

- Evaluation and Continuous Improvement: Contribute to the evaluation of the programme, and seek content improvement via feedback from participants, LA Chief Executives, ADCS and the Department.

PROGRAMME DELIVERY

1. Aspirant Strand Delivery

The Supplier must:

- 1.1. Design, develop and deliver a tailored programme that is aligned with the Programme Aims outlined, and is between six months and nine months duration.
- 1.2. Ensure that all programme delivery is concluded by 31 March of each year.
 - 1.2.1. Coaching support may continue for up to 9 months after participants have completed the programme up to a maximum of 31 December of each year, based on the supplier's delivery model.
- 1.3. Deliver the programme to a minimum of 40 and a maximum of 50 participants per year. The Supplier can consider whether this number is best achieved through one or more cohorts, outlining the rationale for the decision.
- 1.4. Demonstrate understanding of the key skills and knowledge required to become and be effective as a DCS. Ensure the programme content and structure is designed to equip Aspirant participants with these key skills, knowledge, and support.
- 1.5. Design programme content that includes, but is not limited to:
 - Leadership and management training;
 - Knowledge and skills training.
- 1.6. Design and deliver a well-developed support offer to participants, that includes, but is not limited to:
 - Coaching and mentoring;
 - Peer networks and alumni support;
 - Programme content on strategies for developing personal resilience.
- 1.7. Ensure the programme content and structure:
 - Draws on a robust evidence base and best practice in children's service leadership.
 - Is designed to equip Aspirant participants with the necessary skills, knowledge and support required to become a DCS.
 - Includes content that covers the full remit of the DCS role, including children's social care, education, health, SEND, early years and early help.

- Includes at least one activity in which participants undertake a piece of strategic work and reflect upon it.
 - Identifies and addresses barriers to progression to a DCS role and equips participants to successfully navigate these.
 - Embeds sector reform and aligns with government and sector initiatives, including but not limited to reforms in Children's Social Care and SEND.
 - Has a delivery model designed to ensure strong participant engagement and understanding.
 - Is accessible to all participants, including considerations given to the style of training.
- 1.8. Work with sector bodies, including but not limited to LAs, ADCS, LGA, Education, NHS, Policing, Family Justice, Criminal Justice and the third sector, supporting participants to make clear connections and understand the ways in which related sectors intersect within the children's system.
- 1.9. Deliver at least 2 residential events to support networking and full engagement with the programme and cohort, providing a clear rationale for how these are sequenced within the programme.
- 1.10. Ensure that all in-person and residential delivery are fully accessible to all participants.
- 1.11. Work with current and alumni programme participants, employers, and Local Authorities/Children's Trusts to gain feedback on programme content, and work to ensure the programme meets the needs of the participants.
- 1.12. Ensure the programme avoids duplication, meets the needs of the sector, and complements existing training for those aspiring to a DCS role.
- 1.13. Create opportunities for Aspirant participants to consider, and make informed choices, about pursuing a career as a DCS.

The Supplier should:

- 1.14. Create and maintain a repository of up-to-date training materials, research and guidance documents that are accessible to participants and employers, and ensure access meets Government guidance;
- 1.15. Demonstrate plans to host online content, maintain this online content for the duration of the term and making it available for use beyond the end of the contract term, in line with the Intellectual Property ownership outlined in Schedule 36.

- 1.16. Explore opportunities to work with LAs and regional ADCS Networks to use the Aspirant strand to support strategic DCS planning and to establish a pipeline where vacancies are anticipated to arise.

The Supplier may:

- 1.17. Work with third party CPD delivery organisations as necessary, ensuring that quality assurance mechanisms are in place.
- 1.18. Offer hybrid delivery options for workshops and sessions, to support full accessibility for all participants.
- 1.19. Engage the Department on DCS workforce planning strategic work, providing regular updates, such as Aspirant applications to vacancies arising, trends and any understood barriers to entry to feed back into programme design.

2. DCS Strand Delivery

The Supplier must:

- 2.1. Design, develop and deliver a strategic, bespoke leadership programme to support newly recruited DCSs in their first year in the role. This must be a 12-month rolling programme, that newly appointed DCSs will join all year round at the time of their appointment to role. The programme will need to consist of specified programme content that can easily adapt to meet the needs, requirements, and requests of DCS programme participants.
- 2.2. Ensure that all programme delivery and coaching support is concluded by the end of the contract term. For DCSs commencing the programme less than 12 months before 31 March 2026, transition arrangements will be agreed between the Department and the supplier during Contract Management.
- 2.3. Ensure that programme content equips DCSs with the skills and knowledge needed to quickly become strategic leaders and is accessible to participants in England.
- 2.4. Develop mechanisms to ensure DCSs are contacted and invited onto the programme within 10 working days of their first day in their DCS role.
- 2.5. Design programme content that includes, but is not limited to:
 - Advanced leadership and management development;
 - Knowledge and skills enhancement, designed to address technical knowledge gaps.
- 2.6. Design and deliver a well-developed bespoke support offer to participants, that includes, but is not limited to:
 - Coaching and mentoring;
 - Peer networks and alumni support;

- Programme content for developing the capacity and strategies for personal resilience needed be effective in role.
- 2.7. Ensure the programme content and structure:
- Draws on a robust evidence base and best practice in children's service leadership.
 - Is flexible, bespoke and DCS led in approach.
 - Reflects and is designed around the demands on DCS time.
 - Has a delivery model designed to ensure strong participant engagement and understanding.
 - Is accessible to all participants, including considerations given to the style of training.
 - Embeds sector reform and aligns with government and sector initiatives, including but not limited to reforms in Children's Social Care and SEND.
- 2.8. Deliver at least two in-person and/or residential events to support networking and full engagement with the programme and cohort, providing a clear rationale for how these are sequenced within the programme, recognising that DCSs join the programme throughout a calendar year.
- 2.9. Ensure that in-person and residential delivery is fully accessible to all participants.
- 2.10. Equip DCS participants with the ability to understand the strategic landscape of national government, including though the coordination of an annual DCS/Department for Education event for new DCSs, working collaboratively with ADCS and the Department to agree approach.
- 2.11. Work with current and alumni programme participants, employers, and Local Authorities/Children's Trusts to gain feedback on programme content, and work to ensure the programme meets the needs of the participants.

The Supplier should:

- 2.12. Understand and support employers' retention strategies, ensuring the content of the programme equips DCSs with skills and the development of personal attributes that enable them to stay within the role and ultimately contribute towards the reduction in DCS attrition rates.
- 2.13. Ensure programme content is aligned to the Department's priorities.
- 2.14. Work with sector bodies, including but not limited to LAs, ADCS, LGA, as well as those within education, NHS, policing, family justice, criminal justice and the third sector, to ensure the programme content is kept up-to-date and relevant to the DCS role but avoids duplication from other training provision.

- 2.15. Equip new DCSs with a strong understanding of, and the ability to drive the improved use of data across Children's Services and using data to inform strategic decision making. This includes using analysis to understand risks and needs of the current and future population, issues being worked on with families and outcomes being achieved.

The Supplier may:

- 2.16. Consider options for developing a framework to underpin both strands of the programme, to ensure consistency across the programme.
- 2.17. Offer hybrid delivery options for workshops and sessions, to support full accessibility for all participants.
- 2.18. Work with third party CPD delivery organisations as necessary, ensuring that quality assurance mechanisms are in place.
- 2.19. Work collaboratively with LAs to identify how DCSs will continue to be supported and retained by LAs post-Programme.

3. Attraction and Promotion of Programme

The Supplier must:

- 3.1. Develop a communication strategy, and implement communications activity that:
 - 3.1.1. promotes the Aspirant strand of the programme.
 - 3.1.2. publicises the offer for newly appointed DCSs.
- 3.2. Develop a clear and identifiable new programme brand that aligns with the communications strategy and clearly captures the aims of the programme. The programme is widely known within the sector as the DCS/Aspirant Leadership programme. Any successful supplier will need to create a **new brand identity**, a corresponding web presence and attraction material to accompany this. The Department will own the intellectual property of the brand and these assets.

For the Aspirant strand, the Supplier must:

- 3.3. Attract applications from candidates with at least three years of demonstrable experience within a strategic management role, and who have the potential to become future DCSs.
- 3.4. Ensure the Aspirant attraction activity actively seeks candidates from diverse backgrounds, including a range of career disciplines, and those with protected characteristics and from lower socio-economic backgrounds.
- 3.5. Ensure the communication strategy is effective nationally, attracting candidates from all regions by working with organisations including but not limited to the Regional ADCS Networks and Regional Improvement and Innovation Alliances to build a pipeline of candidates.

- 3.6. Raise awareness of the programme strands to reach a wide audience.
- 3.7. Ensure interested candidates can engage with the detail of the application process: its requirements and timeline, and that information is fully accessible.
- 3.8. Include on the website a secure online application process for applicants to apply for the Aspirant strand.
- 3.9. Work with the Department to secure appropriate clearances as required in line with Cabinet Office advertising, marketing and communications spending controls as detailed at gov.uk/guidance/advertising-marketing-and-communications-spend-controls.

The Supplier should:

- 3.10. Consider budget efficiencies and no or low-cost engagement activities.

4. Recruitment and selection process: Aspirant strand

The Supplier must:

- 4.1. Design and deliver a robust recruitment and selection process which is undertaken in a way that is fair, open, and transparent, promotes equality of opportunity and avoids discrimination.
- 4.2. Develop an assessment framework to assess candidate suitability, ensuring it is inclusive and recognises a range of leadership skills, previous experience, and backgrounds.
- 4.3. Assess candidates and select participants based on their skills and aptitude, ensuring those entering the programme have the potential to progress into and quickly become effective in DCS roles.

The Supplier should:

- 4.4. Demonstrate how the assessment meets fair and open recruitment criteria and how that will be quality assured, for instance, through moderating panels.
- 4.5. Provide qualitative feedback to unsuccessful candidates to support potential future applications.
- 4.6. Work collaboratively with LAs, to promote research and training, resources, or the provision of other support in order to help develop a more diverse approach to DCS recruitment, contributing to greater diversity in the DCS role in the future. The ADCS DCS data report provides useful information on a range of characteristics of existing DCSs.

PROGRAMME MANAGEMENT

5. Governance and Resourcing

The Supplier must:

- 5.1. Have a clear leadership and governance structure in place that combines efficient decision making with accountability and transparency.
- 5.2. Ensure there are sufficient staff with the right skills and expertise to manage the efficient and effective delivery of the programme.
- 5.3. Develop, implement, and continuously refine programme management arrangements to ensure timely and effective delivery:
 - 5.3.1. Against the objectives and aims of the programme.
 - 5.3.2. Against the implementation and delivery plans.
- 5.4. Ensure there is an effective management and governance structure for delivery of both programme strands, providing clarity on any organisations/consortium members involved in programme delivery, and detailing how the programme will be effectively and efficiently organised and managed.
- 5.5. Ensure clear quality assurance measures are in place for delivery through any subcontractors.
- 5.6. Provide an implementation and delivery plan for both strands of the programme, that demonstrates capability and capacity to deliver the programme for the duration of a contract and to meet milestone timescales and KPIs.
- 5.7. Deliver social value requirements in line with the theme of Equal Opportunity detailed in the [MAC 6.2](#) of the Social Value Model.

6. Management Information, Performance and Risk Management

The Supplier must:

- 6.1. Regularly report management information in line with the Schedule 13 of the contract, including but not limited to:
 - A monthly delivery report, with qualitative and quantitative reporting on both programme strands progress, challenges, and risks.
 - Recruitment data on both applicants and participants to the Aspirant strand, including:
 - Applicant numbers
 - Conversions into participants
 - LAs/Trusts represented in applicants and participants
 - Performance data, including:
 - participant satisfaction on both strands – which should be reported on no more than a 5-point scale, with “very satisfied” and “satisfied” as satisfaction questionnaire options;

- Aspirant participants' self-reported readiness to apply to DCS positions post-programme;
 - Employer satisfaction with Aspirant participants;
 - LA feedback on the DCS strand
 - Outcomes and career progression data, including:
 - Aspirant progression to DCS roles, monitored at least annually for the duration of the contract, and enabling the Department or another contract to continue monitoring after the contract term has ended;
 - DCS retention in post, monitored at least annually for the duration of the contract and enabling the Department or another contract to continue monitoring after the contract term has ended.
 - Marketing activity financial spend.
 - Any other performance or outcome data for participants and programme alumni deemed relevant by the Department.
- 6.2. Wherever possible, this should be broken down by protected characteristics and socio-economic backgrounds.
- 6.3. This data should be provided to the Department on a monthly basis, no later than 5 working days ahead of the Monthly Performance Management Meeting, as part of the contract management reporting and review arrangements. Requests for this data, outside of the contract meetings, should be actioned within 2 working days.
- 6.4. Collect and supply information for other relevant organisations, including the Department, the National Audit Office, and any appointed evaluation contractor.
- 6.5. Provide to the Department all reasonable support and assistance in responding to any ad-hoc or urgent data requests to which Officials are required to respond as a consequence of legislative requirements or constitutional convention, including (but not limited to) requests under the Freedom of Information Act 2000 or the Data Protection Act 2018, requests from Ministers, and questions submitted by Members of Parliament. Such support and assistance to be provided in a flexible and timely manner within the agreed timescales and at no additional cost to the Department.
- 6.6. Have robust management controls and management information to provide a comprehensive view of actual progress of delivery against an agreed plan with supporting evidence as necessary.
- 6.7. Ensure potential problems are identified and reported to the Department as early as possible so that corrective actions can be taken to keep delivery on track.
- 6.8. Obtain the Department's approval for a plan of comprehensive corrective actions, mitigations, and specific timescales in the event of any slippage in order to restore progress back to plan.

- 6.9. Put in place clear internal governance arrangements that allow for rapid and effective decision making and the escalation of issues requiring resolution and provide the Department with a copy of the same (and any revisions).
- 6.10. Create and maintain a risk register, updating this regularly.
- 6.11. Work with the Department to meet KPIs focused on priorities outlined in Schedule 10.

7. Data Security

The Supplier must:

- 7.1. Comply with the data security provisions as set out in Schedule 20, including but not limited to:
- 7.2. ensuring that the collection, transfer, and storage of this information complies with relevant statutory requirements, including the United Kingdom General Data Protection Regulation (UKGDPR).
- 7.3. Taking appropriate action to ensure that at all times the collection and transfer of information complies with the Data Protection Act 2018, the General Data Protection Regulation (Regulation (EU) 2016/679), including the inclusion of specific statements (on which the Department will advise) in a privacy notice to be issued to participants, and ensuring the secure storage and transfer of data.
- 7.4. Complying with the Cyber Essentials scheme.
- 7.5. Recognising that any IT systems and hosting environments that are used to handle, store or process Departmental Data may be subject to independent IT Health Checks (ITHC) using an NCSC CHECK Scheme before going live and periodically (at least annually) thereafter. This must be undertaken at the Supplier's own expense.
- 7.6. Ensure that any programme web presence is hosted on an existing Supplier website, or on Gov.uk.

8. Evaluation and Continuous Improvement

The Supplier must:

- 8.1. In agreement with the Department, develop and subsequently implement robust processes for gathering and disseminating insights to inform continuous improvement.
- 8.2. Share knowledge and data acquired during the contract term with the Department and other suppliers and stakeholders where requested, to improve awareness of strategic approaches and system intelligence, including on (but not limited to) any identified potential refinements to the delivery approach.
- 8.3. Support the evaluation of the Programme, monitoring and collecting information for the duration of the contract term.

- 8.4. Enable the Department to continue tracking outcomes of programme participants after the end of the contract term, including through the drafting of privacy notices that clarify how data will be shared with the Department for these purposes.

The Supplier should note:

- 8.5. The Department may monitor and evaluate the Programme to gather evidence about the effectiveness of the Programme and assess the extent to which the Programme is meeting its objectives, during and/or after the Programme.
- 8.6. Any evaluation process and the Data which will be required to support it, will need to be scrutinised and approved by the Authority's Research Board. The Department may evaluate the Programme for a variety of reasons.
- 8.7. The evaluation of the Programme may be conducted by the Department, or an independent third-party contractor appointed by the Department. The Supplier shall cooperate fully with any evaluation of the Programme that is undertaken by the Department and/or a third party acting on behalf of the Department.
- 8.8. The Department may require access to identifying records for participants so that the Department may contact them for evaluation and/or audit purposes.

Schedule 3 (Charges)

1. How Charges are calculated

1.1 The Charges:

- 1.1.1 shall be calculated in accordance with the terms of this Schedule;
- 1.1.2 shall only be subject to Indexation where specifically stated in the Award Form;
- 1.1.3 any variation to the Charges payable under a Contract must be agreed between the Supplier and the Buyer and implemented using the procedure set out in this Schedule;
- 1.1.4 shall be construed to apply to the Set Up Costs, Service Fee and Interval Payments as set out in the Pricing Schedule either individually or separately as the context may require; and
- 1.1.5 Shall be paid in accordance with the timings set out in the Payment Mechanism tab of the Pricing Schedule.

2. The pricing mechanisms

The pricing mechanisms and prices set out in Annex 1 shall be available for use in calculation of Charges in this Contract.

3. Are costs and expenses included in the Charges

- 3.1 The Charges shall include all costs and expenses relating to the provision of Deliverables. No further amounts shall be payable in respect of matters such as:
 - 3.1.1 incidental expenses such as travel, subsistence and lodging, document or report reproduction, shipping, desktop or office equipment costs, network or data interchange costs or other telecommunications charges; or
 - 3.1.2 costs incurred prior to the commencement of this Contract.

4. When the Supplier can ask to change the Charges

- 4.1 The Charges that apply to delivery during the Initial Contract Period will not be subject to indexation. The Parties agree that the any extension will be subject to a review and potential adjustment to the Charges in the context of indexation which the Supplier will be required to evidence and justify to the Buyer's satisfaction. The Buyer will decide the indices to be applied.
- 4.2 If at the Buyer's sole discretion a contract extension is to be applied, at the point of notification of contract extension, pursuant to the provisions set out

in the Award Form, the Supplier will provide the Buyer a breakdown of the profit and cost components that comprise the Charges.

5. Other events that allow the Supplier to change the Charges

5.1 The Charges can also be varied (and Annex 1 will be updated accordingly) due to:

5.1.1 a Specific Change in Law in accordance with Clauses 28.7 to 28.8;

5.1.2 a benchmarking review in accordance with Schedule 12 (Benchmarking); and

5.1.3 a request from the Supplier, which it can make at any time, to decrease the Charges.

5.1.4 not used

5.1.5 not used

6. NOT USED

7. NOT USED

8. NOT USED

Annex 1: Rates and Prices

1. Pricing Schedule:

REDACTED under FOIA Section 43 (Commercial Interest)

2. Set Up Costs Breakdown

REDACTED under FOIA Section 43 (Commercial Interest)

3. Programme Delivery Costs Breakdown (Service Fee and Interval Payments)

REDACTED under FOIA Section 43 (Commercial Interest)

Annex 2: Allowable Assumptions

NOT USED

Schedule 4 (Tender)

Technical Envelope

Technical Question 1.) Design and Delivery of the Aspirant Strand.

How do you propose to design, develop and deliver a programme to support aspiring DCSs, and equip them with the core learning and capabilities to progress successfully into and quickly become effective in DCS roles, as per the requirements within section 1 of the specification?

TQ1_The Staff College

1. What content will the programme consist of and what will the delivery approach be?

The DCS role is set out in 'Statutory guidance on the roles and responsibilities of the DCS and the Lead Member for Children's Services' (DfE, 2013). Whilst this outlines the role, it cannot bring to life the 'how', this is where we excel. With no statutory leadership framework, our Leadership Development Framework provides a sector resource and includes **REDACTED under FOIA Section 43 (Commercial Interest)**, knowledge, skills and attributes in **REDACTED under FOIA Section 43 (Commercial Interest)**, acting as a framework for our programme design.

The Aspirant programme will provide a set curriculum, enhanced by additional learning opportunities to remain relevant and current. The Aspirant programme will include:

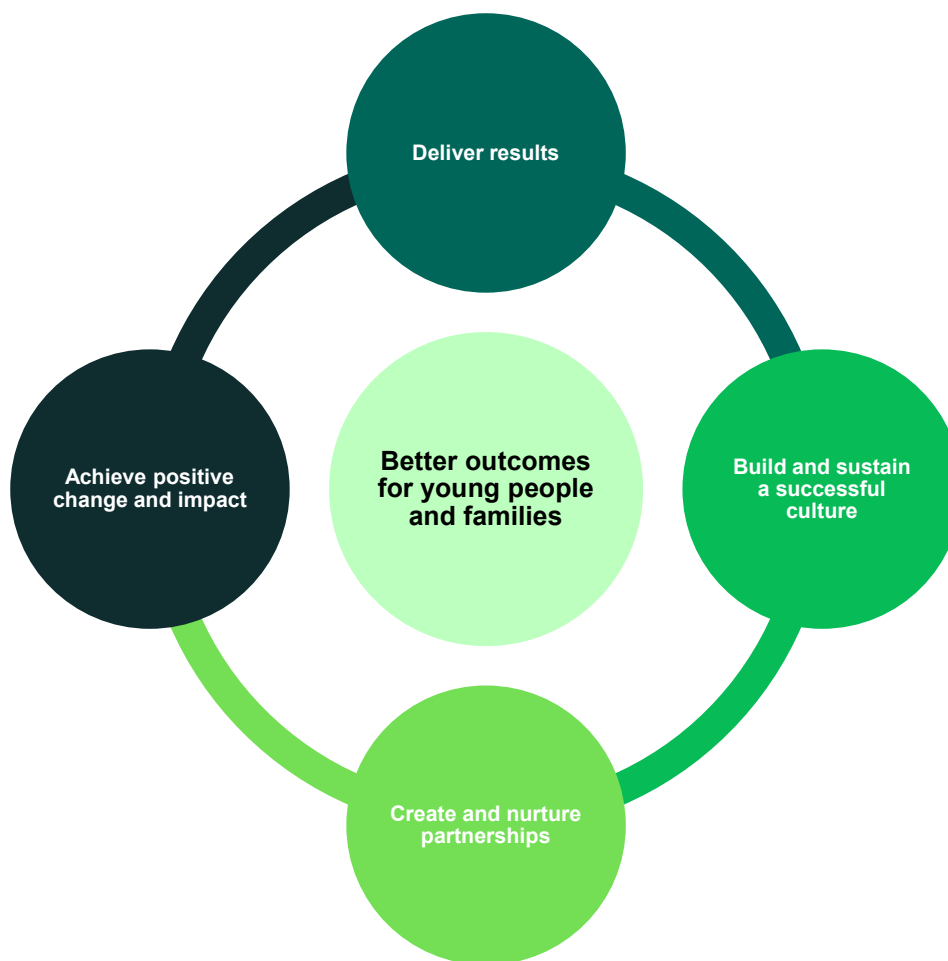
1.1. Onboarding

The participant experience will begin before they apply and continues during the onboarding phase. This is to ensure applicants are beginning to get into a learning space to increase their understanding of the role. It also helps us to understand their individualised development needs.

- **Pre-programme** - Materials will be available for potential applicants via webinars, web-based materials and individualised conversations with recruiters. This begins the learning experience, details how the programme will support them, and secures early engagement.
- **The application stage** - Applicants will be asked to **REDACTED under FOIA Section 43 (Commercial Interest)**. Video supporting statements help with the applicant process. Unsuccessful applicants are provided with detailed feedback.
- **Initial facilitator call** - **REDACTED under FOIA Section 43 (Commercial Interest)**
- **Initial assessments** - Participants will undertake **REDACTED under FOIA Section 43 (Commercial Interest)**, and complete a Wave assessment to give an early indication of strengths, development areas and their natural behaviour styles and responses.
- **Personalised learning journeys** - Initial assessments are utilised to enable participants to develop individualised learning goals and to inform their personalised learning journeys.

1.2. Specialist knowledge acquisition

Participants will have access to a well-established repository which includes guides, materials, podcasts, relevant research, evidence and knowledge. This will be continually expanded to incorporate new learning and policy initiatives. The repository is structured under the four key themes below which comprise the Leadership Development Framework:



The materials are open access enabling participants and sponsors to access resources. Materials containing sensitive information will be maintained according to government guidance to be accessed only by participants.

Each programme session will layer on the knowledge participants need to begin a DCS role and/or to inform their decision-making as to whether this is the right step for them. Ensuring equality, diversity, inclusion and equity will be weaved through each element of the programme, topics to be covered will include amongst others:

- Understanding the corporate and political environment.
- Understanding the role of regulation in children's services.
- Theories and skills of system leadership.
- Communications and media.
- Wicked issues in SEND, social work, health, education etc.
- The role of the DCS in commissioning, finance, council planning.

As well as a core curriculum, it is essential that learners are equipped to understand and engage with the most current issues. As an enhancement, **REDACTED** under FOIA Section 43 (Commercial Interest), experience and knowledge on current topics including new policy developments, such as SEND, youth justice, early help, early years, social care, schools,

policing and health, or areas participants request.

1.3. Leadership behaviours and skills development

Some participants will have had prior leadership development and based on sector consultation with stakeholders content will include:

- Self as leader - authenticity, resilience, self-awareness, communication, and influence.
- Inclusive leadership - safely challenging your own prejudices/biases, as well as challenging/influencing others.
- Systems leadership - leading systems, building alliances and working in a complex place.
- Realities of leadership - how current leaders translate theory into practice and deal with the multitude of dilemmas in a political environment.
- Child, family and community centred leadership as champion for all children in your place.

1.4. Applied Learning Elements

Work based challenge - each participant will work and reflect on a complex systems leadership challenge in their own organisation during the programme. This has two benefits:

- Participants will be supported by the programme tools, and delivery partners and encouraged to reflect on their own learning and its application.
- Employers will benefit from the work which is being done to progress the challenge.

Learning visits - participants will be encouraged to arrange visits to address specific learning and development needs e.g. REDACTED under FOIA Section 43 (Commercial Interest)

Participants will learn by observing, questioning and practising the skills of reaching rapid analytical perspectives as a leader. Examples include:

- Day in the life visits.
- Working with teams.
- Group coaching.

1.5. Assessment and accreditation

Participants will be encouraged to maintain a learning journal to record insights from the programme, and to share reflections on the overall learning and impact, enabling them to incorporate in a personal career development plan.

The programme will not be mandatorily assessed. However, REDACTED under FOIA Section 43 (Commercial Interest). REDACTED under FOIA Section 43 (Commercial Interest). Underpinning knowledge would be delivered by the programme activities whilst additional learning support and practical, work-based assessment would be provided by REDACTED under FOIA Section 43 (Commercial Interest). There would be an additional fee to undertake this optional qualification which would be funded by the individual or employer.

1.6. Programme completion and beyond

The programme will be designed to assist participants in deciding their next steps and longer-term career plan. For some participants this may be to explore DCS vacancies. Others may conclude that there are interim steps they need to take before considering a DCS role. For some they may decide the role is not for them and that their career path has changed - this is an equally positive outcome where this is the correct decision and we help support participants in each scenario.

2. Delivery approach

Feedback from programme participants has reinforced the benefit of taught and experiential activity within settings and spaces where people can reflect and expand their self-knowledge with support.

Participants value a safe space to try things out, experiment and obtain informed feedback. The programme will incorporate different delivery methods to ensure all participants are able to engage. Delivery methods will include guest speakers, discussion, practical activities, reading material, interactive learning, visual materials etc. Session length and mode will vary from multi-day residential to online short sessions and individualised learning visits/activity to gain maximum benefit for learners.

The core facilitation team will be consistent throughout, maximising the development of trust and open communication between participants and the programme team. Balancing participants' time constraints and the benefit of taking time out of day-to-day work, the core programme will be circa 10 days over the delivery period (to 31st March each delivery year).

For costing purposes it is assumed there will be 3 residential spanning 8 days in total, with 3 virtual half day workshops and then 2 days full time equivalent to undertake some REDACTED under FOIA Section 43 (Commercial Interest).

There will be 40 to 50 participants per annum split into 2 parallel concurrent cohorts. This is based on our evidence of what works from facilitator observation and alumni feedback suggesting most benefit is gained when the cohort is:

- Consistent in individual participants - to build relationships and create a safe space for learning.
- Between 18 and 25 participants in size - to create opportunities for group interaction, learning and network formation.

Delivery will be through a mix of:

- Direct provision by high quality and qualified facilitators.
- Engagement of REDACTED under FOIA Section 43 (Commercial Interest) with a strong track record in delivery on different aspects of the programme and the Director role. Typically, this means that participants will hear from REDACTED under FOIA Section 43 (Commercial Interest), alongside hearing from Elected Members and other LA and sector leaders.

Programme delivery will take place in a central location with good transport links, using high-quality, cost-effective meeting venues. All venues are assessed for accessibility.

3. What evidence base underpins the design of the curriculum and delivery of the proposal?

In line with our principle of collaboration and learning, the programme will be heavily informed by:

- Evidence and experience of what works, using set up analysis, existing insights and evaluation of leadership development activities, the insights of aspiring and new Directors, Members and our strategic alliance partners, such as REDACTED under FOIA Section 43 (Commercial Interest), and ADCS and the DfE.
- Evidenced leadership theory and applied leadership learning in the workplace.
- The DCS policy, legal and regulatory environments now and in future.
- The needs, strengths and readiness for prospective Directors.
- The needs of employers.

- Our experience suggests that strong positive recruitment action and consistent messaging can have an impact, for example in increasing the number of applicants from Black and Global Majority backgrounds.
- Research commissioned by our consortium and its members, including on barriers to progression for leaders from the Global Majority (Breaking through the Mistrust), career choices of education professionals (Pushing at an Open Door) and on factors influencing the length of tenure of DCSs (Leading for Longer).
- The imperatives for DfE and other government departments.
- Reviewing the anonymised behavioural characteristics of Aspirant graduates and use of our **REDACTED** under FOIA Section 43 (Commercial Interest) to provide individualised learning journeys based on strengths and qualities commonly seen in those who achieve a DCS position and remain as a DCS. We will use our Wave assessment to track this going forward to support the design with a focus on retention.

Additional insights

The consortium has commissioned specialist research to understand barriers to progression. Some findings are:

- The breadth of the DCS role is not always well understood. This misunderstanding affects interest in the role from leaders.
- The scale of the strategic leap required to become a DCS and gap from the Assistant Director role.
- Many prospective DCSs indicate they are daunted by the scale, risks and burdens of the role.
- People with strong potential do not always understand the political context of local government.
- Some prospective directors are uncertain of the corporate role and how to navigate this.

Conversely:

- The role of DCS is seen as powerful and influential - one of the most rewarding in local government. It attracts people with a strong sense of moral purpose.
- It has a breadth of influence and ability to secure long lasting change to experiences and outcomes for young people and families.
- It is exciting and has an energy from working with and on behalf of children and young people and their futures.

These insights will be used to address barriers to progression through pre-application marketing and recruitment activity, sector engagement, programme content and through our ongoing sector communications.

Ongoing sector engagement

As evidenced, a design principle for the programme is collaboration and co-design with the sector. We will continue to work with the advisory group, our delivery partners, employers, and sector leaders as part of our continuous improvement approach.

Testing and continuous improvement

At each stage, concepts and materials will be tested out within the consortium and with our programme board.

Once utilised, sessions and materials will be quality tested via cohort feedback using a variety of surveying methods to inform refinement of the programme in a live and dynamic manner.

We will be responsive including using overnight planning time to amend and refine sessions in light of emerging needs identified during residentials, sourcing additional

sector speakers in response to participants' requests, providing 'optional extra' sessions to address particular learning needs expressed by participants.

Throughout the contract we will use the sector leaders to horizon scan emerging issues. We have extensive sector connections and utilise these connections to ensure our delivery is entirely current.

Tailoring the programme to participant development needs

Assessment and profiling - all participants will complete a REDACTED under FOIA Section 43 (Commercial Interest) and Wave Professional Styles Questionnaire providing individuals with strengths and development areas. Initially, participants attend a REDACTED under FOIA Section 43 (Commercial Interest) in activities following the 'day in a life' of a DCS. Participants receive individual feedback, as well as a report and their Wave assessment. This provides participants with an understanding of their strengths and development needs, helping them plan their learning and career development journey.

Individual and Group Profile Report - in addition to individualised benefit, we will analyse findings at a cohort level. These insights ensure our programme is of the highest quality and relevance for each cohort - whilst each cohort will experience the same core content, it means we can tailor preparation, focus and delivery to suit participant learning needs and styles.

4. How will you support participants to develop their understanding of the whole breadth of the DCS role?

The programme designed will ensure the breadth of the role is fully understood. The consortium has unparalleled experience and commitment to meeting the unique challenges of this role. The DCS role development is not an extension to our core expertise - it is where our expertise lie.

The programme will build on our Leadership Development Framework and incorporates a range of evidenced leadership approaches, research, as well as inputs from serving DCSs and others, including Ofsted good practice.

We can evidence effectiveness from the evaluation undertaken by the previous contract and success of programme alumni moving into DCS positions. The design also reflects the research 'Leading for Longer', incorporating the views of many DCSs on the factors that are vital to equip new Directors and to ensure retention in role.

During the programme, participants will have input and discussions with at least 15 DCSs. This includes a session on 'Wicked Issues in Education' such as SEND and mental health and targeted at those who are not from an education background. Similarly, a session on 'How to have a grip on Children's Social Care' is targeted at those without a social care professional background. The programme includes sessions on corporate and political leadership, with elected members and a Chief Executive (CEX), inspection, partnership and more. Sessions are supplemented by a range of materials shared through the repository. We also seek to instil in participants the confidence to utilise their existing and new leadership skills to lead in unfamiliar territory, as they cannot be technical experts in every aspect of the DCS remit.

Each participant will have a mentor who REDACTED under FOIA Section 43 (Commercial Interest), to assist them in exploring the application of their learning within their local context.

5. How will you react to changes and issues within the sector to keep the programme relevant, ensuring it has continued currency within the sector?

We respond to changes and during the summer (2023) we undertook extensive stakeholder engagement to inform our programme and this includes engagement with

- Sector representatives through our advisory group.
- A broad range of current DCSs.
- Programme alumni.
- Regional chairs.
- Young people.
- REDACTED under FOIA Section 43 (Commercial Interest)
- REDACTED under FOIA Section 43 (Commercial Interest)
- Sector partners including new delivery partners REDACTED under FOIA Section 43 (Commercial Interest)
- REDACTED under FOIA Section 43 (Commercial Interest)
- Respected sector experts.
- Ofsted.

Our core design and delivery team include seven recent or current DCSs. Our advisory and programme group contains current DCSs, Children's Trust CEX, programme alumni and a past ADCS President and their feedback influences the programme design. Five programme alumni are now on The Staff College Board. This wealth of knowledge ensures the programme meets the current needs of participants and programme aims, and is also future-proofed given the rapidly changing context in which DCSs operate.

Our Programme Director has established a strong network of sector relationships to ensure that the programme stays relevant and scans the horizon to design the programmes.

Through engagement, the networks and policy bodies that influence programme design:

- Regular engagement with ADCS.
- Regular engagement with the DfE regarding the policy environment.
- Established bi-monthly meetings with REDACTED under FOIA Section 43 (Commercial Interest)
- Shaping employer engagement by delivering sessions on the REDACTED under FOIA Section 43 (Commercial Interest).
- Attending each regional DCS meeting on a rolling basis, alongside meetings with regional sector led improvement leads, regional chairs, and regional co-ordinators to inform programme content, secure engagement, encourage talent spotting and pipeline development and share recruitment pool insights.
- Supporting the DfE workforce development activities to inform future recruitment and development activities related to the DCS role and its talent pipeline.
- Meeting with organisations undertaking relevant sector pilots, trailblazers and reviews for example meeting with REDACTED under FOIA Section 43 (Commercial Interest) with REDACTED under FOIA Section 40 (Personal Information) on emerging issues from national reviews, REDACTED under FOIA Section 43 (Commercial Interest) and with REDACTED under FOIA Section 40 (Personal Information) regarding new inspection frameworks and findings. The purpose of this activity is to ensure learning is incorporated, where permitted, into the programme at the earliest possible stage.

6. How will you maintain quality of provision, gathering participant feedback and continually monitoring and improving the programme?

Quality assurance will happen on a number of levels:

- Continual feedback from applicants and participants.
- Peer review by design and delivery partners.
- Observation by Programme Director and other team members.
- Monitoring of data and KPI's and dialogue with the DfE.
- Sector feedback and intelligence.
- Our programme board/steering group.

The Programme Director will have responsibility for ensuring the coherence of the programme and the quality of the inputs and minimising duplication between the Aspirant and New Director strands.

Participants will provide live, continuous, feedback in order to improve the programme in real time, through 'reflections' questionnaires at the end of each programme day/module to capture instant feedback through simple on-line surveys, as well as through group and one-to-one conversations. This has been successful in the current programme with high response rates and immensely positive feedback and any suggested improvements are acted on.

We will offer participants the opportunity to repeat REDACTED under FOIA Section 43 (Commercial Interest) 12 months after completion to enable them to identify personal progress. This will provide additional insights on programme impact.

Technical Question 2: Design and Delivery of the Aspirant Strand

How do you propose to design, develop and deliver a responsive, DCS led, tailored programme to support newly appointed DCSs to develop and embed the behaviours, skills and capabilities to become strong strategic leaders, as per the requirements within section 2 of the specification?

TQ 2_The Staff College

1. What content will the programme consist of and what will the delivery approach be?

The role of the DCS is set out in 'Statutory guidance on the roles and responsibilities of the DCS and the Lead Member for Children's Services' (DfE, 2013). Whilst this outlines the role and responsibilities i.e. the 'what' it cannot bring to life the 'how', this is where we excel. The new Director programme will layer on the CSLC's Leadership Development Framework acting as a framework for the design and content of our programmes. This REDACTED under FOIA Section 43 (Commercial Interest), knowledge, skills and attributes grouped into 4 domains expected at different levels of effective DCS leadership.

The New Director programme will be a rolling 12-month programme with core content that is based in current practice, contextual and policy challenges and extensive support that iterates for participant benefit.

1.1 Design

The design creates a dynamic link with the Aspirant Director strand, recognising that some participants will have been through the Aspirant programme. We will ensure that:

- Those who have not done any prior Aspirant programme do not miss out key core requirements.
- Those who have completed the Aspirant programme do not experience duplication.
- The programme embeds content to support the development of the behaviours, skills and capabilities required to become a strong strategic leader.

This will be done by ensuring that all core topic areas are nuanced in their design and delivery. Therefore, whilst the Aspirant programme will focus on the 'when I'm there' the new DCS programme will focus on the 'now I'm here'.

Design will be undertaken by DCSs with input from specialists and other stakeholders. Feedback from participants will be collected, alongside stakeholder focus groups and our advisory group will ensure our content is of high quality and evolves and shapes as the needs of the system do. Our design will build in capacity to iterate and respond to emerging needs of the system or the cohort.

We have, to support our design:

- A range of expert delivery partners.
- Extensive relationships with current serving DCSs and the regions.
- A strategic alliance with REDACTED under FOIA Section 43 (Commercial Interest) to ensure input from CEX and politicians.
- REDACTED under FOIA Section 43 (Commercial Interest)
- DfE policy updates.
- An advisory group of sector representatives.
- Focus groups with a range of stakeholders including young people and have partnered with REDACTED under FOIA Section 43 (Commercial Interest).

1.2 Core Programme

Based on alumni and stakeholder feedback and our own evidence of what delivers most impact, the core programme content will include:

- The role of the DCS and the challenge of stepping into that space for new Directors.
- Developing and establishing themselves as authentic leaders.
- Stepping into their role as systems leaders and as the champion for children in their area.
- Leadership for equity, diversity and inclusion.
- Leading in challenging times – including working with the media, working with political administrations, leading through intervention.
- Building leadership teams to ensure their capacity to deliver.
- The DCS role in performance, practice, regulatory requirements and national policy with a focus on their organisational and regional context.
- An understanding of the ‘wicked issues’ impacting on their roles.
- Different delivery models, including those with a Children’s Trust and what this means for them.
- Understanding of local government, and the political and financial accountability and their applied leadership role in this.
- Data use and analysis to drive improvement.
- Building resilience.
- Key partnerships with NHS, Police, schools and the skills involved in leading partnerships as well as systems.

The core programme delivery is proposed to be:

- REDACTED under FOIA Section 43 (Commercial Interest)
- REDACTED under FOIA Section 43 (Commercial Interest)
- REDACTED under FOIA Section 43 (Commercial Interest)
- The offer of REDACTED under FOIA Section 43 (Commercial Interest), to embed learning and to develop personal strategies.
- REDACTED under FOIA Section 43 (Commercial Interest).
- Provision of a range of tools and materials.

We will work closely with ADCS and the DfE to link the programme content and interface with the annual DCS/DfE Induction event for new DCSs. Our evidence and experience is that support during and beyond the programme is as important as direct learning. The programme content is designed to assist participants to create an **eco-system of support**.

1.3 Delivery Approach

The core programme facilitation team will be those who have a deep understanding of the role - they will all be recent or current DCSs.

Programme alumni have been clear that this is the most important aspect of the delivery team construction. They are clear it is critical they benefit from working with facilitators who can 'stand in their shoes'. The current core team consists of REDACTED under FOIA Section 40 (Personal Information) the interface with the Aspirant programme.

In addition, the programme will draw on a range of expert speakers, academics, LA CEX, elected members and a range of serving DCSs around specific topical content. For example a recent residential incorporated input from 7 serving or ex DCSs covering issues such as resilience, cultural competence, succession planning, workforce issues, and developing their leadership team.

Feedback from leadership programme participants and evidence of what works has reinforced the benefit of taught and experiential activity where people can reflect deeply and expand their self-knowledge with support.

Participants value a safe space to try things out. The programme will incorporate different delivery methods to ensure participants are able to engage and takes into consideration different learning styles. Delivery methods will include guest speakers, lecturers, group discussion, practical activities, reading material, interactive live learning and visual materials etc. Session length and mode will vary from multi-day residentials to online short sessions to gain maximum benefit for participants.

Course delivery will take place in a central location with good transport links, using high-quality, cost-effective meeting venues. All venues are assessed for accessibility.

2. How will you manage the programme design and delivery to ensure that DCSs have a high-quality experience, irrespective of when in the calendar year they join the programme?

2.1 Participant Experience

The current programme is now in its 4th year of delivery and is a rolling programme that DCSs join when taking up role. Our programme is impactful and demonstrates our successful record of delivering high quality leadership programmes. Specifically in relation to the rolling 12-month element, feedback tells us that this works for DCSs:

- *"...Whatever you do, don't stop delivering this on a rolling basis – this is 100% the right way to do it..." (DCS, May 2023).*
- *"As an interim DCS joining the programme I gained so much. There were fellow mentors, useful insights, pitfalls to avoid and ways in which we learned from each other, as well as from long established professional colleagues who shared their own expertise and experiences. This cannot be found in literature" (DCS, August 2023).*

All participants will receive the same core content, albeit in different order, depending on the date of joining. They will have access to the topical content of REDACTED under FOIA Section 43 (Commercial Interest). This ensures a rare combination of both consistency and responsiveness.

Transition arrangements are agreed with DfE as contract end dates approach to minimise any negative impact on those who join part way through the final year.

2.2 Onboarding

Given the rolling 12 month nature, onboarding is critical. Participants need to be welcomed and supported into a group where they may be the newest member and may have specific local and personal contexts. New Directors will be contacted within 10 working days of their start date. We have established arrangements with REDACTED under FOIA Section 43

(Commercial Interest), to be notified of new starters each week to enable this and we have consistently achieved this KPI.

When we notify all eligible new Directors they have been enrolled on the programme, we send them programme details and arrange a call with programme facilitators. Their CEX will be notified of their enrolment, the programme offer, and be encouraged to ensure they are given time to attend the events and are supported to embed the learning.

1-2-1 calls will allow an early opportunity to understand issues, including:

- Their prior experience.
- Their prior engagement in leadership development.
- Support or access needs to enable participation.
- Specific personal or local challenges they face.
- Ensure they have their ADCS mentor details.
- Explain the programme content and cycle.
- Provide assurance.

3. How will you ensure that the programme is flexible and responsive to the needs of DCSs?

Throughout delivery we will obtain feedback from participants about what works and what more they need. Subject areas will focus on real challenges, applied leadership and responsiveness to work demands supported by a network of experienced and current professionals.

The onboarding calls will be supplemented by two further REDACTED under FOIA Section 43 (Commercial Interest) from a programme facilitator REDACTED under FOIA Section 43 (Commercial Interest) months into role. This will ensure any personal or local challenges, issues and needs can be considered and patterns of emerging needs amongst the cohort can be considered in planning for sessions. For example, previously we had three participants experiencing media interest and we responded by including a session on managing media to ensure all the cohort could benefit and that they could offer peer support to their colleagues.

We are alert to the needs of individual new DCSs, it is a feature that a number will be starting in roles they did not apply for and others will find themselves in extremely challenging circumstances. Additional support offers will be made to those DCSs dealing with particular challenges, including unsticking barriers to engagement with the CEX or their managers. Ad-hoc support is also offered during the 12 month programme and beyond where a DCS can reach out to ask for support for a specific need/issue.

We are acutely aware of the pressures on DCS time and the rolling 12 month programme provides additional flexibility for local circumstances. For example if a participant is unable to attend a residential due to an inspection, they can access that residential the next time around. Virtual sessions will be recorded and circulated to ensure any absent DCS can access material in their own time.

REDACTED under FOIA Section 43 (Commercial Interest) will be responsive sessions with a shared invitation to aspirants and alumni. They will respond to emerging issues such as the introduction of new inspection frameworks or new national policy developments. These have proven popularity with 95 signing up for a session on the new SEND inspection framework.

In addition to our core offer, we aim to strengthen the opportunity for building networks to share knowledge around current issues. We encourage participants to build on this and visit

each other's LAs to share learning and seek support. This is by its nature entirely bespoke and flexible.

"My chief executive, S151 officer and I are going to visit X, as a result of you bringing that DCS to work with us and share what has worked for them on SEND finances. I am sure we will benefit from this across the council"
(New DCS participant).

The contract requires the provider to expand to meet the needs of all eligible DCSs. The number has no cap and the number of appointments per annum can vary. We are confident we can flex to meet the needs of the cohort and have demonstrated our ability to adapt and can flex capacity to ensure that when an influx of new directors arrive at the same time, they all receive a timely response.

4. How will you maintain quality of provision, gathering participant feedback?

Quality assurance will happen on a number of levels:

- Continual feedback from applicants and participants.
- Peer review by design and delivery partners.
- Observation by Programme Director and other team members.
- Monitoring of data and KPIs.
- Feedback from the DfE.
- Sector feedback and intelligence.

The programme director will have a specific responsibility for ensuring the coherence of the programme and the quality of the inputs.

Participants will provide live feedback to improve the programme in real time, through 'reflections' questionnaires at the end of each programme day/module. This captures instant feedback through simple on-line surveys, in addition to group and 1-2-1 conversations. This has already been successful with high response rates and immensely positive feedback, with any suggestions for improvement having been responded to and used to improve the programme.

Surveys will be proportionate and include open questions to elicit comments.

The feedback we currently receive shows we are making a difference. As a result of the programme, new Directors reported that they are:

- More confident.
- More resilient and reflective.
- Humbler as leaders.

Indeed, one new Director alumni reported, (They are) *"...building self-confidence and realising that whilst it's a lonely job, one doesn't have to be alone ..."*

5. How will you react to changes and issues within the sector to keep the programme relevant, ensuring it has continued currency within the sector?

We are embedded in the sector and they in us. Our governance arrangement has the sector embedded at each level. Within our overall core programme team across both Aspirant and New Director elements, we now have REDACTED under FOIA Section 43 (Commercial Interest).

Programme participants greatly value the engagement, involvement, and contribution of experienced DCSs and this would remain a central focus of the programme in future. Indeed, one participant commented.

“...I can’t believe that DCSs and chief executives are so willing to give their time so generously to this programme. It is something I didn’t expect.” (DCS feedback 2022).

We are members of ADCS, their policy committees and meet with them regularly alongside our Strategic Alliance with REDACTED under FOIA Section 43 (Commercial Interest). We attend each regional DCS meeting on an annual cycle in addition to regularly meeting with RIIA’s and the DfE.

Our extensive sector knowledge, alongside access to research and partnerships means we are always abreast of issues and challenges. We’ll work with regulators, DfE and others to incorporate the latest frameworks, policy changes and emerging trends/demands. Content will be constantly reviewed and we use this sector knowledge to ensure that it is adapted to the present context.

The REDACTED under FOIA Section 43 (Commercial Interest) sessions will provide the opportunity for topical delivery. The first part of the session will allow participants to share local challenges and seek peer support or signposting to practice which may be helpful. The remainder of the session will bring in guest speakers/contributors to focus on priority subject areas. For example, REDACTED under FOIA Section 40 (Personal Information) spoke on the findings of the REDACTED under FOIA Section 43 (Commercial Interest) and the implications for DCSs and local systems or we may focus on youth justice etc.

Newly emerging challenges will continue to be recognised and sessions added to the programme where necessary so as not to remove what are already valued elements of the programme.

Technical Question 3: Recruitment and Attraction to the Aspirant Strand

How do you propose to deliver attraction and recruitment activity for the Aspirant strand of the programme in order to effectively attract participants with strong potential, and to meet the Service requirements set out in section 3 and 4 of the specification?

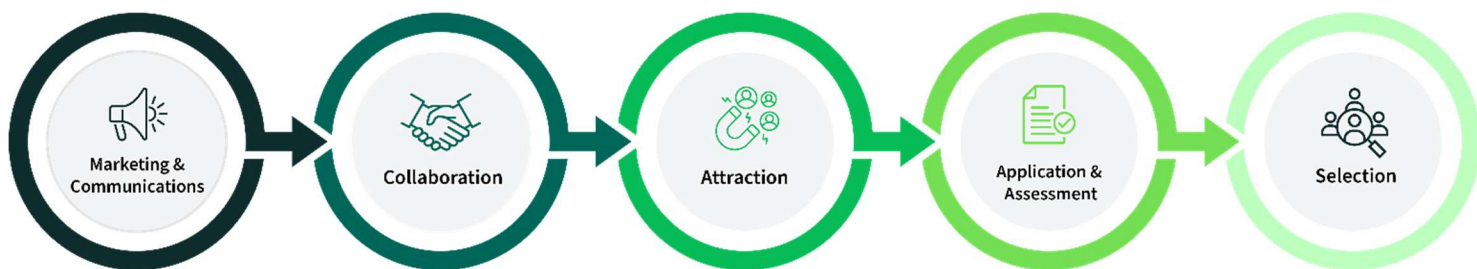
TQ 3_The Staff College

1. What activity will you undertake to deliver attraction and recruitment to the programme?

We have a successful recruitment strategy and during the existing programmes, we recruited 128 Aspirant participants (including Year 4), increasing in number each year. We do not accept all applicants, but our strategy is intended to have the right candidates when they have 3 years of demonstrable strategic management experience, they are ready to fully engage and benefit and become the leaders the sector needs. Activities include:

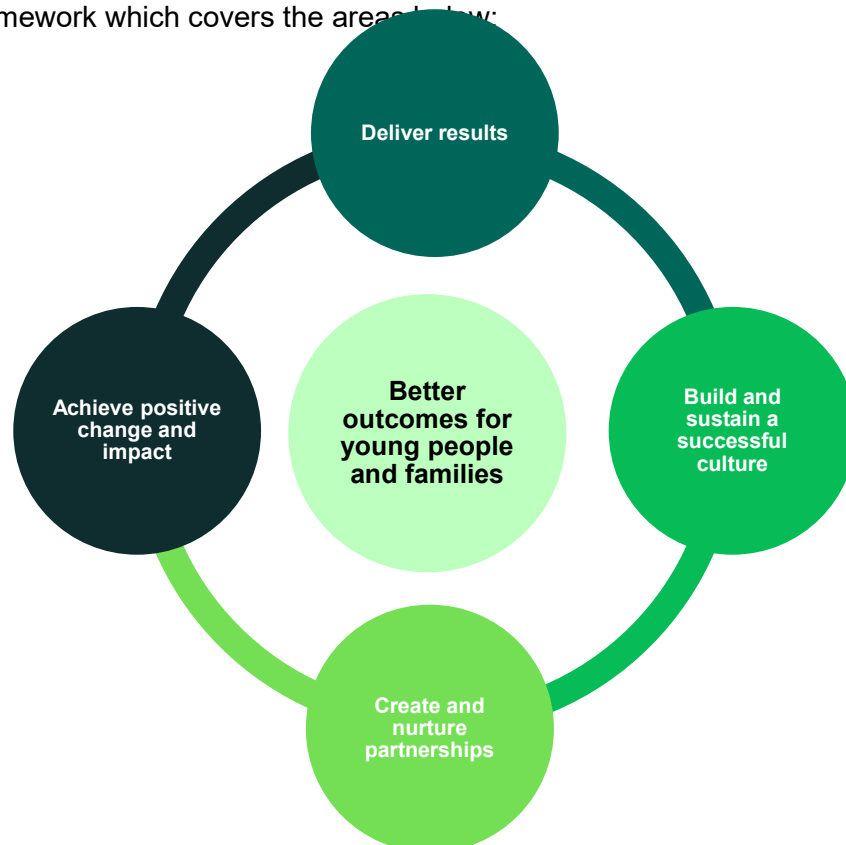
- Engagement with potential applicants through informative webinars prior to application.
- Active networking to seek out recommendations of potential applicants – this includes programme alumni, serving directors, chief executives and HR colleagues.
- Direct engagement with individuals to explore suitability, the application process, benefits of the programme, and for those outside of the sector, the role of DCS and consideration of DCS as a career pathway.
- Talent pipelines – developed throughout the year through continual market engagement.
- Diverse networks and affinity groups - to encourage referrals and engagement from a diverse cohort of individuals.

Our strategy is a thorough multi-step process which incorporates fairness, diversity and promotes brand awareness at all stages:



2. What assessment criteria will apply to the programme, and why?

Our microsite will host online applications and we will measure applicants' aptitude and promise against the potential to fulfil the DCS statutory duties alongside our Leadership Development Framework which covers the areas below:



Applicants will be invited to a pre-application webinar to gain a greater understanding of the programme and application process.

At the **application stage** they will be asked to:

- Submit their CV.
- Answer questions around issues facing DCSs, their strategic thinking, approach to work-based issues, approach as an inclusive leader and their child, family and community centred approach.
- Submit a video outlining their motivations and hopes.
- Submit participant sponsor form, i.e., their serving DCS.

Selection

Applications will be initially assessed by an independent **REDACTED** under FOIA Section 43 (Commercial Interest) panel and then reviewed by a DCS panel, followed by moderation to ensure consistency and fairness. Every applicant will have feedback regardless of whether they are selected onto the programme.

3. How will you ensure that you attract a minimum of 40 participants per year all of whom meet the assessment criteria and have the potential to be high calibre leaders?

Over the last four years, our understanding of the needs for marketing and recruitment has deepened. We know:

- This is a highly specialist programme and generic advertising will not be sufficient.
- Recruitment needs to be continual - people build interest over time and it is important they can reach the programme team to enquire about it throughout the year.
- Word of mouth is critical - momentum is grown through quality delivery with aspirant alumni and their sponsors as the 'sales force'.
- Utilisation of sector networks is pivotal and pays dividends when networks spot talent.
- Strong relationships with sector media and publications to promote the programme.
- **REDACTED** under FOIA Section 43 (Commercial Interest).

Our consortium has established relationships to talent spot and promote the Aspirant programme as outlined in the table below.

Method	Detail
Top 3 tiers of children's services leaders	<p>REDACTED under FOIA Section 43 (Commercial Interest)</p> <ul style="list-style-type: none"> • ADCS - bulletin, policy committees, conferences. • Annual visits to REDACTED under FOIA Section 43 (Commercial Interest), to encourage and support pipeline. • Individual council relationships. • Use ADCS members to promote the programme - REDACTED under FOIA Section 40 (Personal Information). REDACTED under FOIA Section 43 (Commercial Interest) are directly involved with The Staff College.
Local government sector	<ul style="list-style-type: none"> • REDACTED under FOIA Section 43 (Commercial Interest). • REDACTED under FOIA Section 43 (Commercial Interest).

	<ul style="list-style-type: none"> Other sector bodies covering REDACTED under FOIA Section 43 (Commercial Interest), human resources to promote the programme. Regional sector led leadership development programme links.
Other sources of prospective high quality leaders of children's services	<p>Utilisation of links with the organisations to promote the programme:</p> <ul style="list-style-type: none"> National bodies eg REDACTED under FOIA Section 43 (Commercial Interest) Regulators The education sector including REDACTED under FOIA Section 43 (Commercial Interest) Voluntary organisations Health
Engagement with other providers of relevant programmes	<p>Link with the organisations below to promote the programme:</p> <ul style="list-style-type: none"> Research in Practice Frontline Teaching Partnerships National education leadership programmes, and via the collaborative leadership alliance, Health Education England, ADASS.
Professional media	<p>We enjoy good relationships with:</p> <ul style="list-style-type: none"> Children and Young People Now Community Care The MJ Care Knowledge <p>We will place targeted material to promote the programme - Leading For Longer was amongst the most downloaded publications on Care Knowledge</p>
Social media	Our consortium has a direct reach of over 25k through social media.
DfE	Through their regional directors group, workforce team.
A bespoke microsite	Bespoke microsite to promote the programme.

Our sector insight has resulted in a number of pipeline developments such as Back and Asian Leadership Initiative (BALI), Women In Leadership (WIL) programmes, and support to regional leadership programmes. We will engage further with sector pipeline organisations to explore opportunities to prepare the pool of potential 'transfers' from other systems roles. This includes working with our new partner, REDACTED under FOIA Section 43 (Commercial Interest). We are also exploring whether some prospective participants need support to assist them to bridge the move onto the Aspirant programme.

4. What assessment approach will you take, and how will you ensure that it is fair, open, transparent, promotes equality of opportunity and avoids discrimination?

We believe in a positive action recruitment approach to ensure the centrality of diversity and inclusion. Our language, processes and approaches are designed to guard against any unintended discrimination.

Our assessment approach starts with our publicity materials being reviewed for accessibility, language and image bias and contain positive affirming diversity messages. Our application, assessment and selection stages are all criteria led and we monitor people characteristics of applicants to review whether our programmes have underrepresentation of particular people

characteristics. Importantly, the selection process includes the scrutiny by a diverse panel to reduce the chances of unintended discrimination. The use of video submissions as part of the application was in direct response to feedback from global majority colleagues in the sector who felt that this could enable some to better express themselves.

5. How will you build a diverse and inclusive pipeline?

Our programmes are already building a diverse pipeline with REDACTED under FOIA Section 43 (Commercial Interest). Nevertheless, we want to go further.

The Staff College has led the BALI Programme since 2012, runs a WIL Programme and supports the London's Leadership in Colour Programme. The Staff College's Associates include REDACTED under FOIA Section 40 (Personal Information) who has worked with organisations to design a range of research projects, including The Scottish Government (gender equality and policy coherence (2019)). SfC run a collaboration with the Staff College and the REDACTED under FOIA Section 43 (Commercial Interest) in joining up networking and leadership development opportunities for aspiring leaders from a Black and Global Majority background across health, social care and children's services. We will signpost these participants to the Aspirant programme. REDACTED under FOIA Section 43 (Commercial Interest), are also immersed in this area and their team includes experience of leading an all-Wales evaluation of support for parents with learning disability (2018-2019). REDACTED under FOIA Section 43 (Commercial Interest)

6. How will you develop a brand that aligns with your recruitment and communications strategy?

Our consortium brand is by name and by nature, 'Children's Services Leadership Consortium'. We will work with the sector to cultivate and socialise the brand and have demonstrated our ability to create a brand image aligned with a programme. An example of our proposed brand logo, plus an example of how it may be utilised, is below. Please note this is still subject to further discussion and sign-off from the DfE.



Branding is more than a name and is about developing a strong identity through imagery, reputation, consistency, and audience conditioning. In this case, we know that the best way of promoting the brand is via word of mouth, sector familiarity and credibility. By using our alumni of the Aspirant and New Director programmes together with visiting each ADCS region and working with our sector alliances, we reach every LA to promote the programmes and the brand. Our consortium has:

- REDACTED under FOIA Section 43 (Commercial Interest), alumni DCSs who have participated in the New Directors programme and/or the Aspirant programme.
- REDACTED under FOIA Section 43 (Commercial Interest), DCSs are currently mentors on our programmes.
- REDACTED under FOIA Section 43 (Commercial Interest), participants have engaged with the Aspirant programme.
- REDACTED under FOIA Section 43 (Commercial Interest), participants have engaged in the New Directors programme.

These successful sector leaders currently act as ambassadors at no cost, thus bringing added value.

Our approach to promoting the brand is captured below.

Method	Detail
Personalised engagement	Visit every ADCS region annually. We will use our alumni to engage with sector leaders and promote the programmes and brand. We will work with our sector alliance partners to reach out on local footprints across sector leaders beyond LAs.
Microsite	We will rebrand our existing materials and website to incorporate the newly designed branding. In 2022, our website had over 2000 unique visitors. We will use a KPI to monitor this and engage with DfE at our Year 1 review point to monitor reach.
Social media	We will use existing social media channels to promote the new brand and new programmes. Our consortium has a reach of over 25k through its social media channels.
Communications	Programme information will be provided via regular events for alumni, LAs, and other pipelines designed and improved based on feedback.
Third party events	Our consortium members speak at a range of events such as ADCS conferences. We will continue to do so to promote the brand and programmes. If necessary, this will extend to parliamentary committees.
Trade press	We will place targeted adverts in the trade press, but this will be minimal since our experience demonstrates that relationship marketing and word of mouth are most effective.

7. How will you work collaboratively with LAs and relevant sector organisations in attraction and recruitment?

Our consortium has unrivalled access to every LA and we know that word of mouth and collaboration are the best methods to attract people.

We listen to the sector to help design the programmes and 130/154 current serving DCSs have either attended or contributed to our existing programmes. This includes current participants and alumni of DCS/Aspirant programmes, Learning Mentors and guest speakers and with 65% of current DCSs in England are alumni of the College. During the last three years, 80% of upper tier LAs in England have worked with the College on some aspect of leadership development. This includes DCSs, CEX, council leaders or cabinet

members. It is via these links and visiting every ADCS region annually, where we will work alongside LAs to promote the programmes. In particular, we will continue to monitor programme take-up by region and revisit any region which is statistically significantly below their suggested programme take-up.

Technical Question 4: Ongoing Support

How does your proposed approach ensure well-developed support for participants of the Aspirant and DCS programme strands, both during and after the programme as per the requirements within section 1 and 2 of the specification?

TQ 4_The Staff College

1. What specific resources, services, and strategies will you employ to ensure a sustainable support system, including coaching, mentoring and peer networks?

Our existing programmes and alumni offering are well structured and impactful. Programmes are led by experienced DCSs who build effective relationships with participants, thus creating trust and confidence.

Our evidence is that support during and beyond the programme is as important as direct learning. The programme content will be designed to assist participants to create an **eco-system of support** using the following proposed framework:

Understand:

- Themselves – self awareness
- The role.
- Their team's role.
- Potential networks.
- Systems in which they will operate.
- Their wellbeing needs.
- The impact of the role.
- Importance of work life balance.

Build:

- Their confidence, knowledge, skills and resilience.
- Their team and networks.
- Strong officer and political relationships.
- Peer networks.
- Local systems of relationships.

Utilise:

- Regional support.
- Peers.
- ADCS structures.
- Other systems and networks, e.g. LGA.
- Strategies for wellness and resilience.

Support that forms part of the programme delivery offer is outlined below:

- **Individual learning support:** Calls with their linked programme facilitator form a vital support element ensuring they are prepared to get the best out of the programme.
- **Sponsor and learning mentor:** Each aspirant participant has an employer sponsor and is assigned a regional, experienced DCS Learning Mentor for support for their

learning challenge, help with their personal development plan, and as link between the region and the emerging talent pool.

- **Peer learning and support:** Our evidence is that this informal support becomes self-sustaining and has a beneficial impact for years:
 - Each cohort will be encouraged to **REDACTED under FOIA Section 43 (Commercial Interest)**. This will be informal and will not involve the programme delivery organisations.
 - Action learning - the programme will use the strengths and knowledge of the cohort to problem solve and enable people to share good practice.
 - Participants will be offered **REDACTED under FOIA Section 43 (Commercial Interest)** coaching sessions, using The Staff College coaching pool, to be used during the programme by new Directors and for aspirants within 9 months of completion (31st December each delivery year).

The programme offer is designed to ensure support starts within the programme and is enduring. We know that participants welcome this approach. Evaluations scored highly their conversation with learning mentors.

This proposal goes further by ensuring participants have the opportunity to speak with a **programme facilitator** between meetings as well as at the beginning of the programme. This helps them focus on objectives, topics and any worries. Again, we know this works. Our evaluations scored highly their conversation with their facilitator.

Our New Director support is timely. We will contact the new Director no later than 10 working days in role to undertake a short learning needs analysis and connectivity with the **regional and national ADCS arrangements**. At this stage, we aim to book them onto one of the New Director sessions. We will contact the DCSs CEX to ensure awareness of the programme. If the new Director is not from a Children's Services sector, we will explore with them if a rapid learning environment is needed prior to or in the early weeks of the Director starting.

Support calls from the **programme facilitator** will be at **REDACTED under FOIA Section 43 (Commercial Interest)** months into role and will help to identify any emerging needs or challenges.

Our experience shows that Directors benefit from **peer support** and our proposal of immediate enrolment on to the programme further helps to build leadership networks.

Where an authority has been experiencing a high DCS turnover, we **REDACTED under FOIA Section 43 (Commercial Interest)**, to identify any additional support needs. If the new Director is in an intervention authority, we will explore with **REDACTED under FOIA Section 43 (Commercial Interest)**, the new Director and the Lead Member to plan together.

The vast majority of new Directors make a significant impact during their first year, but a few struggle. Whilst each situation is unique, we are agile enough to create bespoke support. This could include mentoring, coaching, shadowing, involvement in aspects of the aspirant directors offer and access to other leadership development. This would be done in partnership with the participant, their organisation and the region and, depending on the level of support required, could be co-funded.

Our evidence shows the New Director programme is a contributory factor to a DCS being better prepared and being able to remain in post for longer. **For example, REDACTED under FOIA Section 43 (Commercial Interest)**

The net effect of this means that course retention rates remain high and no participants have left the programme other than due to changing roles.

2. How will the provision of coaching, mentoring and any other support services be allocated and managed?

Our pool of 50+ coaches are qualified to at least level 5 and our extensive range of sector delivery partners means we deliver and will continue to deliver impactful programmes. In both programmes, participants will be offered up to 4 coaching sessions.

Learning Mentors for the Aspirant DCS programme are carefully selected and people with experience of the DCS role are invited to become mentors. Importantly, the **REDACTED under FOIA Section 43 (Commercial Interest)** are consulted to ensure that potential mentors have the capacity and are not overloaded by too many regional activities.

Learning Mentors are linked into the programme via the Programme Lead who meets with them to ensure that the right support is being provided and issues are being addressed.

3. What informal channels will you encourage programme participants to utilise, and how?

We believe in supporting participants to grow **an ecosystem of support**. The face-to-face sessions are essential for learning and to explore issues in depth. But they are also crucial in building career long networks.

Evidence suggests Aspirant participants welcome peer support and face to face meetings and we are confident it helps with programme retention. In addition, we also set up an Aspirant **REDACTED under FOIA Section 43 (Commercial Interest)**, peer support group and in Year 2, this scored 3.67 out of 4 and in Year 3 it scored 3.44 out of 4. Our Aspirant participants commented:

- “... Working with colleagues within the programme and developing a personal network of contacts will really help...”, and “...The residential definitely allows you to meet others and make links...”
- “...The residential is great ... hopefully we continue to receive information and opportunities to learn so it's important...”
- “...Great opportunities to meet colleagues which is always better f2f...”

Our new Directors have gone further with feedback such as the following being common: “...One of the most crucial things that has almost kept my head above water has been the support of the new DCS programme....it has both equipped me to be a better DCS and to get better outcomes for children but also supported me....the resilience it has given me”.

4. What alumni provision will be available, and how will this contribute to participant support?

In agreement with the DfE, we trialled an alumni offer on the current programmes. If awarded the new contract, we will build on these.

Alumni events were introduced in response to requests from departing participants from the Aspirant Year 1 cohort. They felt ongoing support would enable them to:

- Build on networking opportunities.
- Gain added value from the coaching offer.
- Have time for reflection on emerging issues.

The new Directors trial was initially planned as **REDACTED under FOIA Section 43 (Commercial Interest)**. Session content was selected by the alumni and feedback from each session was positive, highlighted by the following comments:

- Benefits of time and space with colleagues to explore topical issues relevant to the DCS role.
- Assurance from some commonality.
- "...A reminder of the importance of time to reflect.."
- "...Really thankful for this opportunity given the opportunities for colleagues to come together outside the regions continues. It is so helpful..."

We have introduced a residential for New Directors alumni during year 2. This was very successful and we will incorporate this into the new offer. We will also offer alumni the opportunity to attend the new REDACTED under FOIA Section 43 (Commercial Interest). The uptake and feedback were overwhelmingly positive and we will incorporate this into our new offer.

Technical Question 5: Diversity

How does your proposed approach support the strategic aim of this programme to increase the diversity of the DCS workforce and pipeline of future DCSs?

TQ 5_The Staff College

The Children's Services Leadership Consortium (CSLC) believes a consortium strength is in the diversity of our own organisations. As individual organisations or as a consortium we offer other programmes promoting diverse leadership including:

- Black and Asian Leadership Initiative.
- Women in Leadership.
- The Insight programme developing non-executive directors amongst black and global majority heritage, women, disabled and LGBTQ+ candidates.
- IPC help clients to embed an approach to learning disability that promotes an "ordinary life".
- The development of positive workplace cultures.
- 'Developing leaders at all levels' to have a focus on how leaders can create a positive and inclusive workplace for all.
- In the year leading to the submission of this tender, of the executive and non-executive appointments which REDACTED under FOIA Section 43 (Commercial Interest)
- made, 17% were from a Black and Global Majority background, 6% from the LGBTQ+ community, 8% had a disability and 53% were female.

A snap shot of our workforce is below:

% of workforce	Staff College	REDACTED under FOIA Section 43 (Commercial Interest)	REDACTED under FOIA Section 43 (Commercial Interest)	REDACTED under FOIA Section 43 (Commercial Interest)
first generation to go into higher education	REDACTED under FOIA Section 40 (Personal Information)	REDACTED under FOIA Section 40 (Personal Information)	REDACTED under FOIA Section 40 (Personal Information)	REDACTED under FOIA Section 40 (Personal Information)

% of workforce	Staff College	REDACTED under FOIA Section 43 (Commercial Interest)	REDACTED under FOIA Section 43 (Commercial Interest)	REDACTED under FOIA Section 43 (Commercial Interest)
	Information)		Information)	Information)
who have a disability	REDACTED under FOIA Section 40 (Personal Information)	REDACTED under FOIA Section 40 (Personal Information)	REDACTED under FOIA Section 40 (Personal Information)	REDACTED under FOIA Section 40 (Personal Information)
from the LGBTQ+ community	REDACTED under FOIA Section 40 (Personal Information)	REDACTED under FOIA Section 40 (Personal Information)	REDACTED under FOIA Section 40 (Personal Information)	REDACTED under FOIA Section 40 (Personal Information)
who are female	REDACTED under FOIA Section 40 (Personal Information)	REDACTED under FOIA Section 40 (Personal Information)	REDACTED under FOIA Section 40 (Personal Information)	REDACTED under FOIA Section 40 (Personal Information)
from a Black and Global majority background	REDACTED under FOIA Section 40 (Personal Information)	REDACTED under FOIA Section 40 (Personal Information)	REDACTED under FOIA Section 40 (Personal Information)	10%

Our existing programmes are already making a difference as shown below. The percent of female Aspirant participants has increased from 57.89% to 88.89% between Year 1 and 4. The statistics around sexual orientation have remained reasonably consistent, whilst those who have self-declared as being disabled have fluctuated.

	Year 1	Year 2	Year 3 Tranche 1	Years 3 Tranche 2	Year 4 Tranche 1	Year 4 Tranche 2
Number of participants	REDACTED under FOIA Section 43 (Commercial Interest)	REDACTED under FOIA Section 43 (Commercial Interest)	REDACTED under FOIA Section 43 (Commercial Interest)	REDACTED under FOIA Section 43 (Commercial Interest)	REDACTED under FOIA Section 43 (Commercial Interest)	REDACTED under FOIA Section 43 (Commercial Interest)
Gender						
Male	REDACTED under FOIA Section 40 (Personal Information)	REDACTED under FOIA Section 40 (Personal Information)	REDACTED under FOIA Section 40 (Personal Information)	REDACTED under FOIA Section 40 (Personal Information)	REDACTED under FOIA Section 40 (Personal Information)	REDACTED under FOIA Section 40 (Personal Information)
Female	REDACTED under FOIA Section 40 (Personal Information)	REDACTED under FOIA Section 40 (Personal Information)	REDACTED under FOIA Section 40 (Personal Information)	REDACTED under FOIA Section 40 (Personal Information)	REDACTED under FOIA Section 40 (Personal Information)	REDACTED under FOIA Section 40 (Personal Information)
No answer	REDACTED under FOIA Section 40 (Personal Information)	REDACTED under FOIA Section 40 (Personal Information)	REDACTED under FOIA Section 40 (Personal Information)	REDACTED under FOIA Section 40 (Personal Information)	REDACTED under FOIA Section 40 (Personal Information)	REDACTED under FOIA Section 40 (Personal Information)
Sexual orientation						
LGBT	REDACTED under FOIA Section 40 (Personal Information)	REDACTED under FOIA Section 40 (Personal Information)	REDACTED under FOIA Section 40 (Personal Information)	REDACTED under FOIA Section 40 (Personal Information)	REDACTED under FOIA Section 40 (Personal Information)	REDACTED under FOIA Section 40 (Personal Information)
Heterosexual	REDACTED under FOIA Section 40 (Personal Information)	REDACTED under FOIA Section 40 (Personal Information)	REDACTED under FOIA Section 40 (Personal Information)	REDACTED under FOIA Section 40 (Personal Information)	REDACTED under FOIA Section 40 (Personal Information)	REDACTED under FOIA Section 40 (Personal Information)

Prefer not to say	REDACTED under FOIA Section 40 (Personal Information)	REDACTED under FOIA Section 40 (Personal Information)	REDACTED under FOIA Section 40 (Personal Information)	REDACTED under FOIA Section 40 (Personal Information)	REDACTED under FOIA Section 40 (Personal Information)	REDACTED under FOIA Section 40 (Personal Information)
No answer	REDACTED under FOIA Section 40 (Personal Information)	REDACTED under FOIA Section 40 (Personal Information)	REDACTED under FOIA Section 40 (Personal Information)	REDACTED under FOIA Section 40 (Personal Information)	REDACTED under FOIA Section 40 (Personal Information)	REDACTED under FOIA Section 40 (Personal Information)
Disability						
Yes	REDACTED under FOIA Section 40 (Personal Information)	REDACTED under FOIA Section 40 (Personal Information)	REDACTED under FOIA Section 40 (Personal Information)	REDACTED under FOIA Section 40 (Personal Information)	REDACTED under FOIA Section 40 (Personal Information)	REDACTED under FOIA Section 40 (Personal Information)
No	REDACTED under FOIA Section 40 (Personal Information)	REDACTED under FOIA Section 40 (Personal Information)	REDACTED under FOIA Section 40 (Personal Information)	REDACTED under FOIA Section 40 (Personal Information)	REDACTED under FOIA Section 40 (Personal Information)	REDACTED under FOIA Section 40 (Personal Information)
No answer / prefer not to say	REDACTED under FOIA Section 40 (Personal Information)	REDACTED	REDACTED under FOIA Section 40 (Personal Information)	REDACTED under FOIA Section 40 (Personal Information)	REDACTED under FOIA Section 40 (Personal Information)	REDACTED under FOIA Section 40 (Personal Information)
Ethnic origin						
White British	REDACTED under FOIA Section 40 (Personal Information)	REDACTED under FOIA Section 40 (Personal Information)	REDACTED under FOIA Section 40 (Personal Information)	REDACTED under FOIA Section 40 (Personal Information)	REDACTED under FOIA Section 40 (Personal Information)	REDACTED under FOIA Section 40 (Personal Information)
None White British	REDACTED under FOIA Section 40	REDACTED under FOIA Section 40	REDACTED under FOIA Section 40	REDACTED under FOIA Section 40	REDACTED under FOIA Section 40	REDACTED under FOIA Section 40

	(Personal Information)	(Personal Information)	(Personal Information)	(Personal Information)	(Personal Information)	(Personal Information)

The percentage of the Aspirant programme which is non White British has fluctuated, but in each cohort, there has been a greater percentage who self-declared as non-White British than in the 2021 England and Wales census. In 2021, this national percentage was 18.3%.

CSLC is committed to making a difference and some of the mitigations we will build in to future programmes to address workplace barriers are summarised in the table below.

Issue	Proposed Mitigation
Protected characteristic group: Black and Global Majority people	
<p>Reports relating to DCS leadership have found an underrepresentation from Black and Global Majority backgrounds - Leadership imbalance: Black Leaders Missing in Action (The Staff College, 2014).</p> <p>In 2021 89% of children's services employees from ethnically diverse backgrounds did not think promotions are awarded on merit. With issues highlighted including:</p> <ul style="list-style-type: none"> • Mistrust of processes. • Lack of access to information about upcoming opportunities. • Lack of visibly diverse representation. <p>(Source: Breaking Through the Mistrust: increasing ethnically diverse leadership in children's services (2021)).</p> <p>Potential pipeline professions have identified discrimination as an issue - the Anti Racism Report WWCS, SWE 2022 and Mental Health and Wellbeing of Ethnic Minority Teachers: Education Support (2023) - both cited perceptions of barriers to progression within the workforce.</p> <p>2022 ADCS data on DCSs shows that of the 131 (86%) responses:</p> <ul style="list-style-type: none"> • 81% identified as white British, 5% as white Irish, 6% as 'other' white, 1% as black African, 1% as black Caribbean, 2% as white and black Caribbean, 2% as white and Asian. 1 DCS preferred not to state their ethnicity. 	<ul style="list-style-type: none"> • We have published Leading In Colour: The fierce urgency of NOW (The Staff College, 2021) as a call to action for organisation leaders in LAs and will continue to work with regions on their EDIE approaches. • We will continue to work with Social Work England as part of their Anti-racism steering group. • We will review our communication strategy regarding BALI and promote this pathway into the Aspirant programme. • CSLC will include the research of The Staff College on 'Cultural Competence - Promoting Leadership and Organisational Change' (2018) to develop culturally competent leaders. • Signpost all Aspirant and New Director participants to REDACTED under FOIA Section 43 (Commercial Interest), free workshops on 'Inclusive Talent Management'. • Explore further with DfE workforce teams for schools and social care how to further embed racial diversity in to the talent pipeline through their commissioned Pathways and School Leadership programmes.
Protected characteristic group: People with a disability	

<p>People with a disability face work place barriers. This can be due to organisational culture, unintended bias, lack of flexible working for appointments, equipment shortages, workplace access or physical layout.</p> <p>In the ADCS 2022 survey, only 8% of DCSs declared as having a disability.</p>	<p>All CSLC members are 'Disability confident' employers and recognise that Aspirant and New Directors are in a privileged position to change culture. We will take a positive approach to recruitment. All our venues will be assessed for accessibility. We will include EDIE as a thread throughout both programmes to include neurodiversity, disability and all other protected characteristics and the impact of multiple characteristics. We will encourage participants to explore becoming 'Disability confident' employers.</p>
<p>Protected characteristic group: LGBTQ+</p>	
<p>People self-declaring as LGBTQ+ often face workplace discrimination and Stonewall's 2018 report 'LGBT in the workplace' highlighted that 18% of LGBT people received negative workplace comments. This affects mental health with Stonewall reporting in 2018 (LGBT in Britain: Health report) that 52% of LGBT people had experienced depression in the last year.</p> <p>In the ADCS 2022 diversity data 83% of DCSs identified as heterosexual, 11% as gay or lesbian and, 3% as bisexual.</p>	<ul style="list-style-type: none"> • We will include EDIE as a thread throughout both programmes along with sessions on allyship and the importance of all services representing their communities to create positive new spaces for all and to eliminate discrimination in all forms.

CSLC is aware of the need to continue and diversify the talent pool from people of different professional and socio-economic backgrounds.

We will use the findings of the upon's published research 'Pushing at an Open Door' (2020) analysing the career decisions of senior people in children's services. We have used this research to widen programme promotion through the professional media to generate interest. Some issues are beyond our control, such as the salary difference between a DCS and a multi academy Chief Execs, but too often people did not apply to be part of a council children's services team due to perception of working for a council and political interference. Our approaches are beginning to make a difference in the diversity in participant professional backgrounds. In Year 1, 74% of Aspirant participants came from a social work background. By Year 3, this had reduced to 54% and with 23% coming from an inclusion background which is an increase from 5% in Year 1. If successful we will continue with this strategy and review annually whether we are making a difference.

Widening access to programmes is essential to address socio-economic diversity. The Chartered Management Institute is clear that employers should ensure fair recruitment processes which are transparent to avoid unconscious bias and discrimination. Along with almost 70% of organisations, we do not currently monitor socio-economic backgrounds in programme applications and we will address this if appointed. **REDACTED under FOIA Section 43 (Commercial Interest)**, as a core CSLC member will rebuild a four-point strategy for our programmes around:

- i. **Collect participant data on socio-economic backgrounds.** GS will review the government's Social Mobility Commission's guidance 'Simplifying how employers measure social-economic background: An accompanying report and new guidance' (Updated May 2021). GS will build into the application process the questions to ensure we can measure this going forward and we will ask our current Year 4 cohort on the Aspirant and New Directors programmes if they are prepared to complete this anonymised survey to provide a baseline.
- ii. **Take action** with children's services sector bodies. This will include sharing the data with our stakeholders and regulators and asking for a call to arms to consider the evidence and develop an organisation action plan to widen socio-economic diversity at the top of children's services organisations.
- iii. **Listen.** We will include questions in our monitoring and evaluation processes for Aspirant and New Director participants about barriers which people face in their career progression as senior leaders from all socio-economic backgrounds.
- iv. **Review and action.** We will review these findings at our annual review point with the DfE to alter and amend recruitment or course content.

Technical Question 6: Retention

How does your proposed approach support the strategic aim of this programme to improve the retention of the DCS workforce?

TQ 6_The Staff College

1. What are the considerations of the issues that contribute to the DCS attrition rate?

In 2022, The Staff College on behalf of the upon Consortium commissioned research into the factors that impact on the length of tenure of a DCS and highlighted recommended actions. The report, 'Leading for Longer', (The Staff College, 2023) was shared with the DfE, LGA, Ofsted and the children's services sector. It examined the stability in children's services leadership teams as a key agent for improvement. The fieldwork covered interviews and surveys with current and former DCSs, council CEX and Lead Members. In summary, the issues which contributed to the DCS attrition can be collated in to three very broad areas, namely:

- i. **Readiness for the role and whether a new DCS was sufficiently prepared for professional life as a member of a council's Corporate Leadership Team and the political environment.** Through the nature of election cycles, politics can sometimes be short term and with an emphasis of delivering now. At times of competing demands, this can be challenging and the report highlights the skills a successful DCS needs in order to navigate through the local political environment. Allied to this are the issues around how both race and gender can be "weaponised" in corporate life, and which can enhance the vulnerability of being a DCS at times of national children's services pressures.
- ii. **The development of high-level interpersonal skills to survive and thrive in the DCS role.** The 'Leading for Longer report', highlighted that some Assistant Directors can be technically proficient, but they may sometimes lack the skills and experience to "... *look outwards, influence, use system leadership, and work with people positively*". This means that to both survive and thrive as a DCS, the person needs to have strong networking, strategic relationship management, problem solving skills and good emotional intelligence. If not, they will struggle in their role.
- iii. **The ability to effectively manage stress and uncertainty** were also quoted within the 'Leading for Longer' report as key issues contributing towards DCS attrition rates. This includes being able to effectively manage council corporate life, a high workload, media interest focusing on a blame culture and Ofsted and DfE accountability regimes.

2. The potential role of the programme within the wider sector to contribute to strengthening retention.

The current Aspirant and New Director programmes are already making a difference and we will continue to do so if appointed. ADCS noted in their 2019/20 annual report that the average time in post for all current DCSs was 29 months, 31 months for permanent post holders and 6 months for interim post holders. By the time of the 2022/23 annual report, the average tenure of all current DCS post-holders was 34 months, 36 months for permanent post holders and 7 months for interim post holders. This is an increase of five months for a permanent appointment.

We will continue with the strategies we know are working and will go further. Our approach is outlined below.

Issue	Proposed strategy to help contribute to improving DCS retention
Leading for Longer	<p>Follow up the 'Leading for Longer' report by reviewing the 'Recommendations'. This would be a <i>small and focused</i> research project to be commissioned in summer 2025 and for publication in spring 2026. In essence, it would be 'Leading for Longer: what's changed?' and focus on the recommendations to determine whether anything has changed.</p> <p>The themes which to explore would include:</p> <ul style="list-style-type: none"> • LA corporate culture, and whether children's services and the role of the DCS is more valued than in 2022. • Whether support was provided equally by type of council. Note – the Leading for Longer report highlighted lower levels of coaching and mentoring in unitary councils compared to other types of councils. • Local authority talent pipeline. Whether potential talent is identified earlier, nurtured, developed and retained. • Whether the perception of the ADCS and DCSs is that of more active listening of the sector by the DfE and Ofsted. • Whether the DCS networks continue to provide the support necessary for a DCS to survive and thrive. <p>We would approach the LGA to consider whether this could be a jointly commissioned piece of research.</p>
Readiness for the DCS role and life in the corporate environment	<p>Our programmes currently use the following speakers and we would continue to do so:</p> <ul style="list-style-type: none"> • REDACTED under FOIA Section 43 (Commercial Interest), • REDACTED under FOIA Section 43 (Commercial Interest), • REDACTED under FOIA Section 43 (Commercial Interest), • REDACTED under FOIA Section 43 (Commercial Interest), • REDACTED under FOIA Section 43 (Commercial Interest), • REDACTED under FOIA Section 43 (Commercial Interest), <p>We will tailor our learning sets and discussion seminars around real life corporate 'wicked issues' to provide participants with examples of the issues which they will face and how adaptable approaches, building coalition and utilising the wider resource pool of council stakeholders can help to resolve local issues.</p>

	<p>We will offer areas with REDACTED under FOIA Section 43 (Commercial Interest). If awarded the contract, we will go further by offering an enhanced coaching package of two additional sessions if their first DCS appointment is in a LA which fits this profile.</p> <p>Talent spotting. In the last year (August 2022 to end of September 2023) over 1,000 people have completed some form of leadership programme through The Staff College such as Black and Asian Leadership Initiative, Women in Leadership, pan-London Black and Global Majority leadership, South West England SEND programmes and other SEND programmes which are jointly offered in conjunction with NDTi. We will signpost appropriate/relevant participants towards the Aspirant and New Director programme.</p>
The development of high level interpersonal skills to survive and thrive in the DCS role	<p>This includes being able to effectively manage the council corporate life, a high workload, media interest focusing on a blame culture and the accountability regimes from both Ofsted and the DfE. In short, this means that to both survive and thrive as a DCS, the person needs to have strong networking, strategic relationship management, problem solving skills and good emotional intelligence. If not, they will struggle in their roles.</p> <p>We will encourage participants to build and utilise their ecosystem of support through the in person days, residential experiences REDACTED under FOIA Section 43 (Commercial Interest). Our evidence shows that these are life-long professional support groups that are viewed very highly by the participants and highlighted within the 'Leading for Longer' report as being important.</p>
The ability to effectively manage stress and uncertainty were also quoted within the 'Leading for Longer' report as	<p>The government's strategy around sector led improvement is being demonstrated by, amongst others, the 19 sector led improvement partners for the social care sector, by the 9 SENDAP improvement partnerships, by the 3 national families First for Children pathfinder and by the Regional Innovation and Improvement Alliances (RIIA). A number of these high quality pathfinder programmes are focused on key and cross cutting issues and we will include a directory of pathfinder partners within our programmes. We will work with the REDACTED under FOIA Section 43 (Commercial Interest), and the DfE about how these can be better incorporated in to the REDACTED under FOIA Section 43 (Commercial Interest) so that all LAs, and not just the pathfinders, can benefit from the learning from these cross cutting issues.</p>

key issues that contribute towards DCS attrition rates	<p>We will use REDACTED under FOIA Section 43 (Commercial Interest), to review the anonymised personality traits of Aspirant graduates and use our pool of occupational psychologists to determine whether there are any personality characteristics of people who achieve a DCS position and remain as a DCS. We will use our Wave assessment to track this going forward and use this information to help design the programme with a focus on retention.</p>
The Aspirant and New Director programmes	<p>The Leading for Longer research was clear around the training which Aspirant Directors should receive in order to thrive. We believe these areas will also support New Directors since our sector knowledge demonstrates that these are typical daily inbox issues. Therefore, we will continue to ensure that our learning sets, coaching, mentoring and programme delivery covers issues such as:</p> <ul style="list-style-type: none"> • Working within the political context. • Leading transformation. • Budget-setting process within the council and financial training. • Working in the corporate environment and working as a team with other directors. • Training and development on the wider responsibilities of a Corporate Director post rather than just the specifics for the DCS role. • Induction into portfolio/policy areas where the DCS has little prior experience. • Partnership working, especially with health partners. • Legislative aspects, e.g., adoption, fostering, role of courts. • Managing in a hostile environment. • Managing inspection processes. • Central government engagement. • Identifying risks and developing measures to mitigate. • Resilience and media training. • Training about de facto governance roles.

Technical Question 7: Project Management and Resourcing

Please set out your arrangements for the management of the project to fulfil all requirements outlined in the general requirements and sections 5, 6, 7 and 8 of the specification.

TQ 7_The Staff College

Key Strategic staff from The Staff College (TSC) and consortium partners:

Organisation	Name	Job Title	Role and responsibility in programme, skills, and how they will meet the requirement
TSC	REDACTED D under FOIA Section 40 (Personal Information)	REDACTED under FOIA Section 40 (Personal Information)	REDACTED under FOIA Section 40 (Personal Information)
TSC	REDACTED D under FOIA Section 40 (Personal Information)	REDACTED under FOIA Section 40 (Personal Information)	REDACTED under FOIA Section 40 (Personal Information)
TSC	REDACTED D under FOIA Section 40 (Personal Information)	REDACTED under FOIA Section 40 (Personal Information)	REDACTED under FOIA Section 40 (Personal Information)
TSC	REDACTED D under FOIA Section 40 (Personal Information)	REDACTED under FOIA Section 40 (Personal Information)	REDACTED under FOIA Section 40 (Personal Information)

	FOIA Section 40 (Personal Information)	Section 40 (Personal Information)	
REDACTED under FOIA Section 43 (Commercial Interest)	REDACTED under FOIA Section 40 (Personal Information)	REDACTED under FOIA Section 40 (Personal Information)	REDACTED under FOIA Section 40 (Personal Information)
REDACTED under FOIA Section 43 (Commercial Interest)	REDACTED under FOIA Section 40 (Personal Information)	REDACTED under FOIA Section 40 (Personal Information)	REDACTED under FOIA Section 40 (Personal Information)
REDACTED under FOIA Section 43 (Commercial Interest)	REDACTED under FOIA Section 40 (Personal Information)	REDACTED under FOIA Section 40 (Personal Information)	REDACTED under FOIA Section 40 (Personal Information)
REDACTED under FOIA Section 43 (Commercial Interest)	REDACTED under FOIA Section 40 (Personal Information)	REDACTED under FOIA Section 40 (Personal Information)	REDACTED under FOIA Section 40 (Personal Information)

Key Operational Staff:

Organisation	Name	Job Title	Role in programme, skills required, and how they will meet the requirement
TSC	REDACTED under FOIA Section 40 (Personal Information)	REDACTED under FOIA Section 40 (Personal Information)	REDACTED under FOIA Section 40 (Personal Information)
TSC	REDACTED under FOIA Section 40 (Personal Information)	REDACTED under FOIA Section 40 (Personal Information)	REDACTED under FOIA Section 40 (Personal Information)
REDACTED under FOIA Section 43 (Commercial Interest)	REDACTED under FOIA Section 40 (Personal Information)	REDACTED under FOIA Section 40 (Personal Information)	REDACTED under FOIA Section 40 (Personal Information)
REDACTED under FOIA Section 43 (Commercial Interest)	REDACTED under FOIA Section 40 (Personal Information)	REDACTED under FOIA Section 40 (Personal Information)	REDACTED under FOIA Section 40 (Personal Information)

Capacity and flexibility to meet the requirements:

Business continuity is a key element of this application. The application is not built around a small number of people, but instead has high quality organisations which have come together as a consortium. Threaded throughout is the ability to flex and the above provides a summary of the principal people to be involved and with an array of support within each organisation.

Flexibility of the management structure and its ability to adapt over time:

The consortium's management structure has come together through careful consideration and with the ability to adapt. The Staff College has identified REDACTED under FOIA Section 43 (Commercial Interest) to be involved in the programme such as project managers, programme leads or associates. REDACTED under FOIA Section 43 (Commercial Interest). REDACTED under FOIA Section 43 (Commercial Interest) identified to support the programme and REDACTED under FOIA Section 43 (Commercial Interest). It is this combined capacity that is rooted in the sector which means our consortium can flex and adapt to need, to policy changes and to ensure business continuity.

Consortium partners, their role, and how we will develop the partnership:

CSLC are leaders in their own field with unrivalled sector reach.

Consortium members:

REDACTED under FOIA Section 43 (Commercial Interest)

The Staff College is the lead organisation and would be the contract signature if this bid is successful. A sample MoU is included in Annex B which all consortium members have signed.

The consortium is mature and ambitious with a successful record of delivering the existing Aspirant, New Director and Alumni programmes. In addition, the consortium has a number of delivery partners, REDACTED under FOIA Section 43 (Commercial Interest). As a consortium, we will work with the sector, stakeholders and the DfE to continue to reflect on and continually strengthen the programmes in a changing policy environment.

The College has been delivering programmes since 1999 and has been delivering the Aspirant programme since 2011. Recognising early that underrepresentation was an issue, the Black and Asian Leadership Initiative has been running for approximately 11 years and designed to help participants overcome barriers and enhance their skills to thrive. The Women in Leadership programme aims to accelerate organisational progress towards inclusivity whilst exploring the organisational landscape for women and the barriers to women's leadership. The College also works with NDTi on SEND programmes and leads work around SEND across children's services in the South West in addition to leadership development programmes across the London boroughs.

REDACTED under FOIA Section 43 (Commercial Interest)

REDACTED under FOIA Section 43 (Commercial Interest)

Timings for formalising the partnership arrangements:

Our consortium already exists but under a different brand, i.e. 'upon'. Whilst we will rebrand the programmes, we do not need to go through the forming, norming, storming and performing stages of a new consortium. In short, we can 'hit the ground running from day 1'.

Evidence partners have agreed in principle to join the consortium:

Each consortium member has agreed to, and signed an agreement, to form the consortium and share information on a confidential basis between partners. These can be provided if required.

Proposal of 2 KPIs to monitor the quality of the programme:

Key Performance Indicators						
A	B	C	D	E	F	
KPI	Service Level Performance Criterion	Key Indica tor	KPI Performance Measure	Frequency of Monitorin g	Service period	Service Credit Applied
8	REDACTED under FOIA Section 43 (Commercial Interest)	Participant survey data	REDACTED under FOIA Section 43 (Commercial Interest)	Annually	Annually	REDACTED under FOIA Section 43 (Commercial Interest)
9	REDACTED under FOIA Section 43 (Commercial Interest)	Participant survey data	REDACTED under FOIA Section 43 (Commercial Interest)	Annually	Annually	REDACTED under FOIA Section 43 (Commercial Interest)

Memorandum of Understanding upon Programme

Delivery Partners

The Consortium

The Consortium is comprised of a core team of organisations: The Staff College (lead bidder), REDACTED under FOIA Section 43 (Commercial Interest)

Purpose / role of the partnership:

The Consortium have been delivering the DfE funded contract since 2020. The Consortium came together, building on existing successful partnership working, to bid for this work in 2019/2020 and were successful.

This agreement is to ensure that the partnership will continue and that should the DfE release a tender for the work again, all partners will commit to this Consortium.

Our aim is to produce a programme that offers sustainable benefits in the long-term, however at this point the initial contractual term was 3 + 1 years, from July 2020 – March 2023 (with a potential further year to March 2024). It is anticipated that the new contract would begin in April 2024.

Our model:

We are aiming to build a model that is collaborative, sector-driven, focused on building effective leaders and offers a sustainable legacy.

The consortium will work collaboratively together and with the sector to design and deliver the upon Programme against the KPIs agreed with the DfE.

The Staff College will be the lead organisation for the bid with significant contributions from the other partners within the consortium. If successful, the contract will be between the DfE and The Staff College with the partners in the consortium effectively being sub-contracted to provide different elements.

Should the bid be successful, The Staff College will contract the partners as per the detail in the tender. By submitting the bid, all partners in the consortium agree to deliver the commitments made in the bid.

Risk sharing

The contract with the DfE may include an element of clawback of the management fee and some delivery costs based on performance against KPIs. It has been agreed that should the DfE withhold any funds, each KPI will have a set % against it for each organisation as some are more heavily involved in certain elements than others. These will be agreed once the tender has been produced.

Data and information:

Non-disclosure Agreements have been issued and signed by all members of the Consortium, covering treatment of confidential information during bid development and delivery and beyond.

All members should adhere to data sharing, storage and treatment security regulations as set out in Data Protection Act 2018 and any subordinate legislation together with any guidance and/or codes of practice published by the Information Commissioner or relevant government department in relation to such legislation.

Payment Terms:

Partners may invoice VSC Plus one month in arrears of any work undertaken. Payment of the invoice will be dependent on the DfE payment coming to VSC Plus. Partner invoices will be paid as soon as possible after the DfE have paid funds for the work undertaken.

All prices quoted during the tender process must include VAT. It will not be possible to alter these costs unless agreed by the consortium with any significant changes also being agreed by the DfE.

Costs include all fees that will be paid by The Staff College/VSC Plus for work conducted on this programme. As per these terms, any additional costs incurred by partners in relation to the programme, for example staff/recruitment costs, will not be covered in addition.

Designation:

Upon submission of this signed agreement, together with the completed and signed Declaration and Interests document overleaf, [insert name of org] will become a named Partner in the Future Leaders Programme bid. This designation is exclusive. I have read and understood the terms of this document, and am authorised on behalf of[insert name of org].... to agree to these terms.

NAME.....

SIGNATURE.....

DATE.....

Technical Question 8: Risk Management

Please set out your arrangements for identifying and effectively managing key risks and dependencies in relation to delivering the requirements.

TQ 8_The Staff College

Consortium members are experienced in delivering projects in an evolving and complex context. An outline risk register has been created identifying potential risks that may arise. A more detailed one will be produced following contract signing including risk owners, additional corrective actions and mitigations.

Our approach to risk management:

Effective identification and management of risk with effective mitigations is at the centre of our approach to programme governance. All areas of risk which might affect the successful delivery of the programme, including: implementation, delivery, resourcing, and commercial risks will be identified and mitigations implemented.

The governance arrangements include oversight and engagement of the relevant sectors at every stage. Governance arrangements will be reviewed and refreshed towards the end of each year of the programme by the Governance Group and Programme Management Group (PMG) (details below).

Identification of risk:

All stakeholders involved in the programme (including all those listed below, and all consortium partner staff teams) will be encouraged to identify risks and issues, and report them immediately to the Programme Manager. Governance Groups will identify risks at each meeting as a standing agenda item to ensure they are minuted and shared with the Programme Manager.

Assessment:

The Programme Manager will assess risks and score them using a likelihood/impact method, utilising sector knowledge from across the consortium where required to ensure assessments are accurate. Our risk appetite is to ensure all moderate and high overall risks are managed through effective programme governance. Any risk that ranks high for either likelihood or impact will also be closely managed.

Reporting and Management:

Risks will be recorded on a central spreadsheet which will be shared with the Advisory, Design and PMG groups to raise their awareness and ensure mitigations are implemented. The risk register will be reviewed monthly by the relevant Programme Lead and Programme Manager.

All risks and issues will be reported to the PMG as a standing agenda item. The PMG will discuss emerging risks and review mitigating actions on existing risks, setting clear actions to consortium members where required.

The Design Group will review existing and emerging risks to ensure the programme design mitigates the risks relevant to the design as far as possible.

The Advisory Group will support the consortium by using their sector expertise to consider risks and issues and recommend appropriate mitigating actions.

The Governance Group will receive reports and consider only the key risks to the programme. The Governance Group will offer wider sector support to effectively manage identified risks.

Resolution planning:

Where significant risks are identified or realised, the Programme Lead and Programme Manager will write a resolution plan to mitigate the risk. The plan will be based on expert advice from across the governance groups, with extraordinary meetings held if required. The plan will provide a time bound set of mitigations and actions to effectively counter the risk and bring the programme back in to line with its implementation and

delivery plan.

Plans will be reviewed regularly by the PMG to ensure progress.

Progress Reporting:

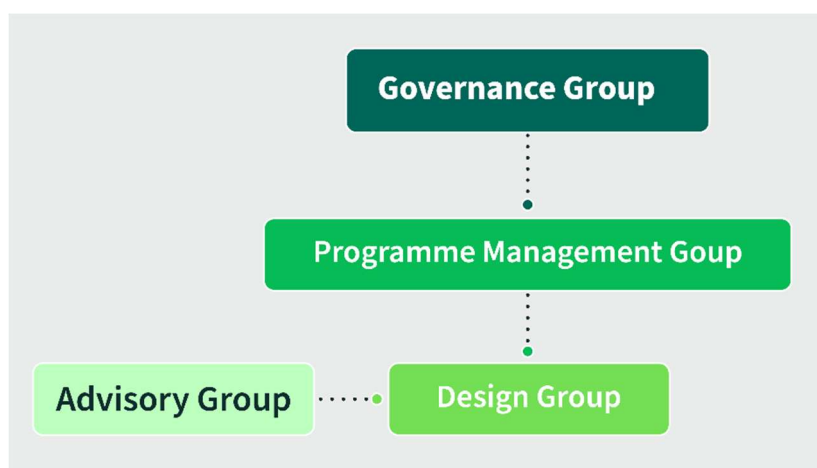
Progress reporting in relation to budget spend and milestones will take place at the PMG where appropriate challenge will be provided to document concerns and set actions and plans to rectify any issues.

Significant concerns in relation to budget and progress can be raised at any time with the Programme Lead by any consortium partner or Governance Group member.

Escalation process:

In the event that a risk becomes a reality or a new unforeseen, but significant, risk or issue occurs (e.g. the Covid-19 pandemic), an escalation process is in place. The problem will immediately be brought to the attention of the Programme Lead who will work with the Programme Manager, other team members and appropriate governance groups to plan and execute an approach to rectify it.

Overview of programme governance:



Entity	Responsibilities	Members	Frequency of Meetings
Governance Group	Overseeing group to determine strategic development of the programme based on information provided by the Programme Management Group	DfE, REDACTED under FOIA Section 43 (Commercial Interest), The Staff College	Up to 3 times per year
Programme Management Group	Made up of the consortium members, this group will govern the strategic direction of the programme and will report directly into the Governance Group	REDACTED under FOIA Section 40 (Personal Information)	Monthly meetings initially, moving to quarterly once the programme is established.

The Design Group	Responsible for overall design of content for both the new directors programme and the aspirant programme and will report into the PMG	Programme leads and Consortium partners along with further design partners at relevant intervals	4 times per year
Advisory Group	This will sit alongside the Design Group and will be involved in testing and advising the project	Sector partners, including DCSs and sector experts	Ad-hoc, as and when required

Consortium members are extremely experienced in delivering programmes on a range of scales and complexity. The Staff College currently run national programmes including the current DCS/Aspirant Leadership programme and were the coordinating organisation for previous national programmes for directors and succession planning. Skills for Care deliver a range of national and regional leadership development programmes including the New Directors programme for new or aspiring directors of LA adult social services, the Moving Up programme for aspiring senior leaders from a BAME background and the Principal Social Workers Professional Leadership Development programme. IPC currently deliver national programmes for Wales including new Directors and Aspirant Directors programmes as well as a range of local and regional leadership development programmes across health and social care in England.

Through our experience of delivering these, and a number of other leadership programmes, we have significant experience of identifying the risk and effectively dealing with the issues that might occur. For example, when the Covid-19 pandemic hit we adapted programmes to suit online learning and continued to deliver the provision with strongly positive feedback.

Technical Question 9: Social Value

How will your Programme Tackle Workforce Inequality?

TQ 9_The Staff College

The Children's Services Leadership Consortium (CSLC) is committed to tackling workforce inequality through diversity and inclusion measures, anti-racism and anti-oppressive practices. We regard diversity of our workforce as our strength and support workforce equality. Our consortium operates **ethically**. Our programme board members are leaders in their field and do not charge for their time. Whilst the consortium members may work nationally and internationally, we **employ locally** where we are based, reinvest into our local economies and being a not-for-profit organisation means that we can be focused into delivering the best for the sector, participants and our workforce rather than for shareholder profits.

As a consortium and individual organisations, we promote a culture where everyone has a voice and is encouraged to succeed. Our programmes are focused on issues to promote opportunities for a diverse workforce whether that is within our own organisations or for the

wider sector. Programme examples from within our consortium, either individually or by working together, include:

- Black and Asian Leadership Initiative.
- Women in Leadership.
- The Insight programme developing non-executive directors amongst Black and Global Majority heritage, women, disabled and LGBTQ+ candidates.
- REDACTED under FOIA Section 43 (Commercial Interest), help clients to embed an approach to learning disability that promotes an “ordinary life”.
- The development of positive workplace cultures.
- ‘Developing leaders at all levels’ to have a key focus on how leaders can create a positive and inclusive workplace for all, the obstacles that people from Black, Asian and Global majority backgrounds may face in their leadership journey.
- In the year leading to the submission of this tender, of the executive and non-executive appointments which REDACTED under FOIA Section 43 (Commercial Interest), made, 17% were from a Black and Global Majority background, 6% from the LGBTQ+ community, 8% had a disability and 53% were female.

Our consortium is very familiar with the requirements of the Equality Act 2010 making it unlawful to discriminate, harass or victimise individuals based upon the Equality Act protected characteristics. All staff receive mandatory training at induction and as part of ongoing training across the company.

We are committed to monitoring pay gaps based on protected characteristics and we have no zero hours contracts. We reflect our communities and of those of our clients too. The Staff College is the lead organisation and no other consortium member will be above the 20% value of the contract. Therefore, the data below and subsequent KPI is for The Staff College.

% of Workforce	Staff College
Who have a disability	REDACTED under FOIA Section 40 (Personal Information)
From the LGBTQ+ community	REDACTED under FOIA Section 40 (Personal Information)
Who are female	REDACTED under FOIA Section 40 (Personal Information)
From a Black and Global Majority background	REDACTED under FOIA Section 40 (Personal Information)

As a consortium, we have a range of strategies in place to tackle workforce inequity and to support in-work progression for our substantive workforce. This includes people from disadvantaged or minority groups to help them move into higher paid work by developing new skills when the contract ends. In addition, our consortium is also sighted on ensuring that our supply chain (conference centres etc.) is also sighted on this. Our existing strategies are working, but we regard a diverse workforce as a strength and we are restless for more. Our existing strategies include as below and will be furthered if we are awarded the contract:

- We employ locally where possible. None of the consortium offer zero hour contracts and we all pay at least the living wage. It means, we invest directly in to our local communities.
- Each consortium member has a comprehensive training package for their employees and is active in seeking higher level learning and professional development for their staff. This means, we are actively supporting in work progression to help people,

including those from disadvantaged or minority groups, to move in to higher paid work by developing new skills.

- Each of our consortium members offers a workplace 'buddy scheme' or similar to ensure that team members are never overly exposed and are supported in developing new skills to progress.
- National speakers are often required. However, where this occurs, we will also look to see whether these can be sourced locally. All programme staff are sourced locally and no work is sourced to off shore.
- When using our supply chain, we always advertise or source locally where we can and we are working in line with the government's 'Good work plan' around:
 - Satisfaction.
 - Fair pay.
 - Participation and progression.
 - Well-being and safety and security.
 - Voice and autonomy.
- Where larger organisations are appointed in our supply chain, such as venues etc., we always seek information and commitments around modern slavery etc.
- All of our consortium members are disability confident employers.
- All of our consortium members monitor the characteristics of our workforce.

But our work and approaches go further than these important steps. Each consortium member supports the mental health of the contract workforce and has mental health first aiders or similar schemes within it. If we fail to support the mental health of our workforce, then we will not actively support their progression. In addition, each consortium member encourages their workforce to promote safe, strong and integrated communities. This commitment is important to our consortium so that we are accessible to the whole local workforce and that no one is disadvantaged from work.

2. How you will monitor, measure and report on your commitments/the impacts of your proposal

Our consortium will form an Operation Delivery Board (ODB) whose purpose will be to monitor the progress of the programmes and progress towards KPIs. It will report through to The Staff College CEX/Programme Director, the Programme Board and the DfE monitoring board. The ODB will meet regularly to address any issues as they emerge and also review real-time data. It means that communication flows will be smooth and any KPIs or deliverables which are off track can quickly be mitigated.

These structures will ensure:

- Close communication across delivery teams.
- Off-track deliverables are identified and mitigated quickly.

If appointed and in conjunction with the DfE, we will create data dashboards for each KPI. It means our reporting will be transparent and consistent.

Our data will be collected in two main ways:

- KPI reporting from our programmes and also from our consortium directly to our ODB. This will be collected at least quarterly and will include data around employee characteristics, accessing the apprenticeship levy.
- Annual staff and well-being surveys which will focus on a set of core questions as devised by GS and which can either be used separately or incorporated into our existing staff surveys. This is especially important around wellbeing in order to ensure that our staff are positive and know the opportunities which exist about professional learning.

We will set up a programme monitoring group with the DfE, and which is likely to be on a monthly basis. This will be to identify any risks and mitigations, review progress and collaboratively resolve any issues if they arise. We will share our monitoring data and agree with DfE an evaluation framework and reporting methodology to suit DfE's reporting lines. This is likely to be on a RAG basis with predetermined definitions of each KPI and RAG.

3. At least 1 (one) KPI which the Authority will use to manage your performance against your commitment throughout the Contract lifetime.

These are proposed but subject to agreement with the DfE if awarded the contract.

KPI	Target	Measures	Why	Frequency
Workforce diversity	REDACTED under FOIA Section 43 (Commercial Interest)	REDACTED under FOIA Section 43 (Commercial Interest) •	REDACTED under FOIA Section 43 (Commercial Interest)	Quarterly
Workforce progression	REDACTED under FOIA Section 43 (Commercial Interest)	REDACTED under FOIA Section 43 (Commercial Interest) .	REDACTED under FOIA Section 43 (Commercial Interest)	Quarterly

TQ 9_Annex C - Timed social value action plans for The Staff College

Area of social value	Strategy	Timing	Metric
Tackling workforce inequality	We employ locally where possible. Where nationally recognised speakers are required, we will also look to see whether these can be sourced locally. All programme staff are sourced locally and no work is sourced to off shore or outside of our regions.	As soon as contract signed.	<ul style="list-style-type: none"> % of programme staff from within the consortium member's home office region.
	Create a diverse supply chain of partners outside of our consortium partners.	As soon as contract signed.	<ul style="list-style-type: none"> 100% of tenders for work which advertised are also open to SMEs including conference venues.
	Ensure our programmes and supply chain are sighted in the government's 'Good Work Plan' around: <ul style="list-style-type: none"> Satisfaction. Fair pay. Participation and progression. Wellbeing, safety and security. Voice and autonomy. 	As soon as contract signed.	<ul style="list-style-type: none"> 100% of tenders are advertised will signpost towards the government's 'Good work plan'.
Equal opportunity	Increase representation of disabled people.	As soon as contract signed.	<ul style="list-style-type: none"> Remain as disability confident employer. Update recruitment activity to ensure positive action language and reach
	Tackling inequality in the contract workforce.	As soon as contract signed.	<ul style="list-style-type: none"> No zero hours contracts in place. Pay gaps reported annually (data collected quarterly for annual report) re gender, disability and ethnicity.

Area of social value	Strategy	Timing	Metric
	Identifying and managing risks of modern slavery.	As soon as contract signed.	Anti-slavery policy in place.
Health and wellbeing	Support mental health of the contract workforce.	As soon as contract signed.	<ul style="list-style-type: none"> At least three mental health first aiders. All team members have access to an employee assistance scheme which includes wellbeing support.
	Promote safe, strong and integrated communities.	As soon as contract signed.	<ul style="list-style-type: none"> Annual board report re: how their organisation is supporting safe, strong and integrated communication.

Commercial Envelope

The Staff College

Commercial Requirement – written response

This document sets out the rationale for the costings submitted in Document 5.

Staffing structure and project team

The Programme Director and Programme Manager will not be working on this project full time, therefore, an estimated proportion of their time has been costed in. This is based on delivering the current contract. The full project team has been split into the two strands of the programme – aspirant and new directors. Each strand has its own project manager who will focus on that element but then they will work closely together on formal reporting, finances, risk management, etc. Project coordinators are allocated to each strand but will also be able to cover and provide additional capacity should it be required. This has been the current model for the programme.

An additional part time coordinator has also been costed in. This is to provide additional capacity to better track participant data. To improve the processes we have been currently utilising to provide reports to the DfE, this additional capacity will enable the reports to contain more detailed information and hopefully live data at any point. Qualitative feedback and evaluation will be collected on the programme days but this will be backed up by more quantitative data. The costs that have been included from April 2026 – December 2026 are simply the admin support for the coaching that may continue for this period. Resource will be significantly reduced during this period as the number of participants receiving coaching reduces.

Setup costs

Given that we have been delivering the contract for the previous 4 years, the majority of our setup costs will be on creating a new brand, updating all existing websites and materials as well as redesigning some of the programme elements which will be used going forward on both the aspirant and new director strand. As part of the rebranding, there will be some work to do through marketing and comms to inform the sector of the new name etc. This will be done through social media and direct emails to DCSs and others in the sector. Articles in sector media will also be utilised to communicate the new name to ensure a smooth a transition as possible. As part of the setup, a new CRM system will be required to be set up to enable the reporting required by the DfE.

Venue costs

The venue that has been used for the current programme is at a point where it is not providing value for money. Therefore, a review by the College has been undertaken to utilise a different venue to reduce the costs. At this point, these costs are estimates as without specific dates and numbers, venues are reluctant to provide exact costings. However, we feel that these are ‘top end’ estimates and are unlikely to go above these. Should there be a requirement to incur additional venue costs, for example to provide a better experience for the participant, then

savings would be made elsewhere. At all times, the College are mindful of the need to provide value for money, whilst at the same time, delivering a high quality programme. Having a good quality learning environment is an essential part of any programme and so we would look to balance this against the budget.

Sub-contractor costs

No sub-contractor is delivering more than 20% of the contract. The governance costs will cover the time from each consortium member to commit to the programme management group and input into the strategic direction of the programme. This is important as it provides good oversight and different perspectives where required. The design of both programmes will be undertaken by associates of The Staff College and consortium partners and so technically, they are classed as sub-contractors. We work closely with our team of associates and they will be led by the programme leads for each strand. This design will incorporate feedback from previous sessions, as well as reflections from facilitators to ensure the programme is iterative and meeting the needs of the participants. The College always looks to respond to participant feedback as well as looking at developments in the sector to ensure the programme content is relevant. There is no set curriculum which is fixed at the start of the programme as things can develop quickly and we want to be agile enough to be able to respond.

The largest cost of our sub-contractors is REDACTED under FOIA Section 43 (Commercial Interest). This is a key part of the aspirant strand and is one of the most valued aspects based on participant feedback. These costs are high due to REDACTED under FOIA Section 43 (Commercial Interest). We have decreased costs of this day by bringing in REDACTED under FOIA Section 43 (Commercial Interest). We are always looking to reduce the cost of this whilst maintaining the high quality. The costs inserted into the response are based on 50 people on the aspirant programme over two cohorts and so should the numbers be lower than 50, costs will be reduced accordingly.

The REDACTED under FOIA Section 43 (Commercial Interest), from The Staff College. This is a group of qualified coaches that will coach between REDACTED under FOIA Section 43 (Commercial Interest), depending on the requirements of the participants and the availability of the coaches. Coaching is a key element and whilst this is a relatively significant cost in monetary terms, the value it brings to participants is huge. It helps aspirants in their journey to be ready to be a DCS but it also helps DCSs overcome some of the many challenges during their early stages of being a DCS.

Marketing

There is a small cost for marketing in the budget. Our experience has shown that having a presence in sector media is an effective way to increase awareness. The modest cost for this provides excellent value for money in that we can target the right people who are looking for the next stage in their career. Wherever possible, we use social media channels along with direct email to keep the costs low but feel that this small investment can bring in excellent value.

Consultancy costs

There will be a programme lead for each strand. These are experienced ex-DCSs who provide a great resource for the programmes. They make themselves available for participants at any

time, including outside the programme delivery, and help drive and coordinate the content of the programme. These programme leads are involved in the governance groups, provide narrative for the stats we gather for the programme, input into the reporting back to the DfE and provide oversight and guidance for the programmes.

Risk premium

Due to the ongoing strikes, we may be in a situation where participants are unable to travel to one of the programme days because of train strikes. There have been a couple of situations in the past year where we have had to provide additional accommodation to enable travel outside the strike times, or even move face to face residentials to a different date. This has added on some additional costs. Therefore, this REDACTED under FOIA Section 43 (Commercial Interest). An amount has also been included in here to cover a catch up session for the development centre on the aspirant programme. As this is a key part of the programme, a virtual session will be offered. Participants may miss the day due to a number of reasons including Ofsted visit, illness, etc.

Schedule 5 (Commercially Sensitive Information)

1. WHAT IS THE COMMERCIALLY SENSITIVE INFORMATION?

- 1.1 In this Schedule the Parties have sought to identify the Supplier's Confidential Information that is genuinely commercially sensitive and the disclosure of which would be the subject of an exemption under the FOIA and the EIRs.
- 1.2 Where possible, the Parties have sought to identify when any relevant information will cease to fall into the category of information to which this Schedule applies in the table below and in the Award Form (which shall be deemed incorporated into the table below).
- 1.3 Without prejudice to the Buyer's obligation to disclose information in accordance with FOIA or Clause 20 (When you can share information), the Buyer will, in its sole discretion, acting reasonably, seek to apply the relevant exemption set out in the FOIA to the following information:

No.	Date	Item(s)	Duration of Confidentiality
1	From date of signature	FTE salary details on costing spreadsheet Personal information	Contract Term plus 5 years
2	From date of signature	Pricing Schedule, and all information pertaining to the Charges	Contract Term plus 5 years
3	From date of signature	Digital Architecture diagrams	Contract Term plus 5 years

Schedule 6 (Transparency Reports)

- 1.1 The Supplier recognises that the Buyer is subject to PPN 01/17 (Updates to transparency principles v1.1 (<https://www.gov.uk/government/publications/procurement-policy-note-0117-update-to-transparency-principles>)). The Supplier shall comply with the provisions of this Schedule in order to assist the Buyer with its compliance with its obligations under that PPN.
- 1.2 Without prejudice to the Supplier's reporting requirements set out in this Contract, within three (3) Months of the Effective Date the Supplier shall submit to the Buyer for Approval (such Approval not to be unreasonably withheld or delayed) draft Transparency Reports consistent with the content requirements and format set out in the Annex of this Schedule.
- 1.3 If the Buyer rejects any proposed Transparency Report submitted by the Supplier, the Supplier shall submit a revised version of the relevant report for further Approval within five (5) days of receipt of any notice of rejection, taking account of any recommendations for revision and improvement to the report provided by the Buyer. If the Parties fail to agree on a draft Transparency Report the Buyer shall determine what should be included. Any other disagreement in connection with Transparency Reports shall be treated as a Dispute.
- 1.4 The Supplier shall provide accurate and up-to-date versions of each Transparency Report to the Buyer at the frequency referred to in the Annex of this Schedule.

Annex A: List of Transparency Reports

The contents of this table are to be agreed within 3 months of contract signature pursuant to Clause 1.2 above, and will be updated as required during the Contract Term.

Title	Content	Format	Frequency
[Performance]	[]	[]	[]
[Charges]	[]	[]	[]
[Key Subcontractors]	[]	[]	[]
[Technical]	[]	[]	[]
[Performance management]	[]	[]	[]

Schedule 7 (Staff Transfer)

1. Definitions

1.1 In this Schedule, the following words have the following meanings and they shall supplement Schedule 1 (Definitions):

“Admission Agreement”	either or both of the CSPA Admission Agreement (as defined in Annex D1: CSPA) or the LGPS Admission Agreement) as defined in Annex D3: LGPS), as the context requires;
“Employee Liability”	<p>all claims, actions, proceedings, orders, demands, complaints, investigations (save for any claims for personal injury which are covered by insurance) and any award, compensation, damages, tribunal awards, fine, loss, order, penalty, disbursement, payment made by way of settlement and costs, expenses and legal costs reasonably incurred in connection with a claim or investigation including in relation to the following:</p> <ul style="list-style-type: none">(a) redundancy payments including contractual or enhanced redundancy costs, termination costs and notice payments;(b) unfair, wrongful or constructive dismissal compensation;(c) compensation for discrimination on grounds of sex, race, disability, age, religion or belief, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation or claims for equal pay;(d) compensation for less favourable treatment of part-time workers or fixed term employees;(e) outstanding debts and unlawful deduction of wages including any PAYE and National Insurance Contributions in relation to payments made by the Buyer or the Replacement Supplier to a Transferring Supplier Employee which would have been payable by the Supplier or the Subcontractor if such payment should have been made prior to the Service Transfer Date and also including any payments arising in respect of pensions;

	<ul style="list-style-type: none"> (f) claims whether in tort, contract or statute or otherwise; (g) any investigation by the Equality and Human Rights Commission or other enforcement, regulatory or supervisory body and of implementing any requirements which may arise from such investigation;
“Fair Deal Employees”	as defined in Part D;
“Former Supplier”	a supplier supplying the Services to the Buyer before any Relevant Transfer Date that are the same as or substantially similar to the Services (or any part of the Services) and shall include any subcontractor of such supplier (or any subcontractor of any such subcontractor);
“New Fair Deal”	<p>the revised Fair Deal position set out in the HM Treasury guidance: <i>“Fair Deal for staff pensions: staff transfer from central government”</i> issued in October 2013 including:</p> <ul style="list-style-type: none"> (a) any amendments to that document immediately prior to the Relevant Transfer Date; (b) any similar pension protection in accordance with the Annexes D1-D3 inclusive to Part D of this Schedule as notified to the Supplier by the Buyer;
“Notified Subcontractor”	a Subcontractor identified in the Annex to this Schedule to whom Transferring Buyer Employees and/or Transferring Former Supplier Employees will transfer on a Relevant Transfer Date;
“Old Fair Deal”	HM Treasury Guidance <i>“Staff Transfers from Central Government: A Fair Deal for Staff Pensions”</i> issued in June 1999 including the supplementary guidance <i>“Fair Deal for Staff pensions: Procurement of Bulk Transfer Agreements and Related Issues”</i> issued in June 2004;

“Partial Termination”	the partial termination of the relevant Contract to the extent that it relates to the provision of any part of the Services as further provided for in Clause 14.4 (When the Buyer can end this contract) or 14.6 (When the Supplier can end the contract);
“Replacement Subcontractor”	a subcontractor of the Replacement Supplier to whom Transferring Supplier Employees will transfer on a Service Transfer Date (or any subcontractor of any such subcontractor);
“Relevant Transfer”	a transfer of employment to which the Employment Regulations applies;
“Relevant Transfer Date”	in relation to a Relevant Transfer, the date upon which the Relevant Transfer takes place, and for the purposes of Part D and its Annexes, where the Supplier or a Subcontractor was the Former Supplier and there is no Relevant Transfer of the Fair Deal Employees because they remain continuously employed by the Supplier (or Subcontractor), references to the Relevant Transfer Date shall become references to the Start Date;
“Service Transfer”	any transfer of the Services (or any part of the Services), for whatever reason, from the Supplier or any Subcontractor to a Replacement Supplier or a Replacement Subcontractor;
“Service Transfer Date”	the date of a Service Transfer or, if more than one, the date of the relevant Service Transfer as the context requires;

“Staffing Information”	in relation to all persons identified on the Supplier’s Provisional Supplier Staff List or Supplier’s Final Supplier Staff List, as the case may be, all information required in Annex E2 (Table of Staffing Information) in the format specified and with the identities of Data Subjects anonymised where possible. The Buyer may acting reasonably make changes to the format or information requested in Annex E2 from time to time.
“Statutory Schemes”	means the CSPA, NHSPS or LGPS as defined in the Annexes to Part D of this Schedule;
“Supplier’s Final Supplier Staff List”	a list provided by the Supplier of all Supplier Staff whose will transfer under the Employment Regulations on the Service Transfer Date;
“Supplier’s Provisional Supplier Staff List”	a list prepared and updated by the Supplier of all Supplier Staff who are at the date of the list wholly or mainly engaged in or assigned to the provision of the Services or any relevant part of the Services which it is envisaged as at the date of such list will no longer be provided by the Supplier;
“Transferring Buyer Employees”	those employees of the Buyer to whom the Employment Regulations will apply on the Relevant Transfer Date;
“Transferring Former Supplier Employees”	in relation to a Former Supplier, those employees of the Former Supplier to whom the Employment Regulations will apply on the Relevant Transfer Date; and
“Transferring Supplier Employees”	those employees of the Supplier and/or the Supplier’s Subcontractors to whom the Employment Regulations will apply on the Relevant Transfer Date.

2. Interpretation

Where a provision in this Schedule imposes any obligation on the Supplier including to comply with a requirement or provide an indemnity, undertaking or warranty, the Supplier shall procure that each of its Subcontractors shall comply with such obligation and provide such indemnity, undertaking or warranty to the Buyer, Former Supplier, Replacement Supplier or Replacement Subcontractor,

as the case may be and where the Subcontractor fails to satisfy any claims under such indemnities the Supplier will be liable for satisfying any such claim as if it had provided the indemnity itself.

3. Which parts of this Schedule apply

The following parts of this Schedule shall apply to this Contract:

DELETE if not applicable to this Contract

- 3.1 Part A (Staff Transfer At Operational Services Commencement Date – Transferring Employees from the Buyer to the Supplier) NOT USED;
- 3.2 Part B (Staff Transfer At Operational Services Commencement Date – Transfer From Former Supplier);
- 3.3 Part C (No Staff Transfer Expected On Operational Services Commencement Date);
- 3.4 Part D (*Pensions*):
 - 3.4.1 [- Annex D1 (CSPS)];
 - 3.4.2 [- Annex D2NHSPS)];
 - 3.4.3 [- Annex D3 (LGPS)];
 - 3.4.4 [- Annex D4 (Other Schemes)].
- 3.5 Part E (Staff Transfer on Exit) of this Schedule will always apply to this Contract, including:
 - 3.5.1 Annex E1 (List of Notified Subcontractors);
 - 3.5.2 Annex E2 (Staffing Information).

Part A: Staff Transfer at the Start Date

Transferring Employees from the Buyer to the Supplier

Not used

Part B: Staff transfer at the Start Date

Transfer from a Former Supplier on Re-procurement

1. What is a relevant transfer

1.1 The Buyer and the Supplier agree that:

- 1.1.1 the commencement of the provision of the Services or of any relevant part of the Services will be a Relevant Transfer in relation to the Transferring Former Supplier Employees; and
- 1.1.2 as a result of the operation of the Employment Regulations, the contracts of employment between each Former Supplier and the Transferring Former Supplier Employees (except in relation to any terms disapplied through the operation of regulation 10(2) of the Employment Regulations) shall have effect on and from the Relevant Transfer Date as if originally made between the Supplier and/or any Subcontractor and each such Transferring Former Supplier Employee.

1.2 The Buyer shall procure that each Former Supplier shall comply with all its obligations under the Employment Regulations and shall perform and discharge all its obligations in respect of all the Transferring Former Supplier Employees in respect of the period up to (but not including) the Relevant Transfer Date including the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions which in any case are attributable in whole or in part in respect of the period up to (but not including) the Relevant Transfer Date) and the Supplier shall make, and the Buyer shall procure that each Former Supplier makes, any necessary apportionments in respect of any periodic payments.

2. Indemnities given by the Former Supplier

2.1 Subject to Paragraph 2.1, the Buyer shall procure that each Former Supplier shall indemnify the Supplier and any Subcontractor against any Employee Liabilities arising from or as a result of:

- 2.1.1 any act or omission by the Former Supplier in respect of any Transferring Former Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Former Supplier Employee arising before the Relevant Transfer Date;
- 2.1.2 the breach or non-observance by the Former Supplier arising before the Relevant Transfer Date of:
 - (a) any collective agreement applicable to the Transferring Former Supplier Employees; and/or

- (b) any custom or practice in respect of any Transferring Former Supplier Employees which the Former Supplier is contractually bound to honour;
 - 2.1.3 any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:
 - (a) in relation to any Transferring Former Supplier Employee, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising before the Relevant Transfer Date; and
 - (b) in relation to any employee who is not a Transferring Former Supplier Employee and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer their employment from the Former Supplier to the Supplier and/or any Notified Subcontractor as appropriate, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations in respect of the period to (but excluding) the Relevant Transfer Date;
 - 2.1.4 a failure of the Former Supplier to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Former Supplier Employees in respect of the period to (but excluding) the Relevant Transfer Date;
 - 2.1.5 any claim made by or in respect of any person employed or formerly employed by the Former Supplier other than a Transferring Former Supplier Employee for whom it is alleged the Supplier and/or any Notified Subcontractor as appropriate may be liable by virtue of this Contract and/or the Employment Regulations; and
 - 2.1.6 any claim made by or in respect of a Transferring Former Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Former Supplier Employee relating to any act or omission of the Former Supplier in relation to its obligations under regulation 13 of the Employment Regulations, except to the extent that the liability arises from the failure by the Supplier or any Subcontractor to comply with regulation 13(4) of the Employment Regulations.
- 2.2 The indemnities in Paragraph 2.1 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Supplier or any Subcontractor whether occurring or having its origin before, on or after the Relevant Transfer Date including, without limitation, any Employee Liabilities:
- 2.2.1 arising out of the resignation of any Transferring Former Supplier Employee before the Relevant Transfer Date on account of

- substantial detrimental changes to their working conditions proposed by the Supplier or any Subcontractor to occur in the period from (and including) the Relevant Transfer Date; or
- 2.2.2 arising from the failure by the Supplier and/or any Subcontractor to comply with its obligations under the Employment Regulations.
- 2.3 Subject to Paragraphs 2.4 and 2.5, if any employee of a Former Supplier who is not identified as a Transferring Former Supplier Employee and claims, and/or it is determined, in relation to such person that their contract of employment has been transferred from a Former Supplier to the Supplier and/or any Subcontractor pursuant to the Employment Regulations then:
- 2.3.1 the Supplier shall, or shall procure that the Subcontractor shall, within five (5) Working Days of becoming aware of that fact notify the Buyer and the relevant Former Supplier in writing; and
- 2.3.2 the Former Supplier may offer (or may procure that a third party may offer) employment to such person, or take such other steps as it considers appropriate to resolve the matter provided always that such steps are in compliance with applicable Law, within fifteen (15) Working Days of receipt of notice from the Supplier;
- 2.3.3 if such offer of employment is accepted, or if the situation has otherwise been resolved by the Former Supplier and/or the Buyer, the Supplier shall, or shall procure that the Subcontractor shall immediately release the person from its employment;
- 2.3.4 if after the period referred to in Paragraph 2.3.2:
- (a) no such offer has been made;
- (b) such offer has been made but not accepted; or
- (c) the situation has not otherwise been resolved;
- (d) the Supplier and/or any Subcontractor may within five (5) Working Days give notice to terminate the employment or alleged employment of such person,
- and subject to the Supplier's compliance with Paragraphs 2.3.1 to 2.3.4 the Buyer shall procure that the Former Supplier will indemnify the Supplier and/or the relevant Subcontractor against all Employee Liabilities arising out of the termination of the employment of any of the Former Supplier's employees referred to in Paragraph 2.3 provided that the Supplier takes, or shall procure that the Subcontractor takes, all reasonable steps to minimise any such Employee Liabilities.
- 2.4 The indemnity in Paragraph 2.3:
- 2.4.1 shall not apply to:
- (a) any claim for:
- (i) for discrimination, including on the grounds of sex, race, disability, age, gender reassignment,

- marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief; or
 - (ii) equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees,
 - arising as a result of any alleged act or omission of the Supplier and/or any Subcontractor; or
 - (b) any claim that the termination of employment was unfair because the Supplier and/or Subcontractor neglected to follow a fair dismissal procedure; and
- 2.4.2 shall not apply to any termination of employment occurring later than 6 Months from the relevant Transfer Date.
- 2.5 If the Supplier and/or any Subcontractor at any point accept the employment of any person as is described in Paragraph 2.3, such person shall be treated as having transferred to the Supplier and/or any Subcontractor and the Supplier shall, or shall procure that any Subcontractor shall, (a) comply with such obligations as may be imposed upon it under applicable Law and (b) comply with the provisions of Part D (Pensions) and its Annexes of this Staff Transfer Schedule.

3. Indemnities the Supplier must give and its obligations

- 3.1 Subject to Paragraph 3 3.2, the Supplier shall indemnify the Buyer, and the Former Supplier against any Employee Liabilities arising from or as a result of:
- 3.1.1 any act or omission by the Supplier or any Subcontractor in respect of any Transferring Former Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Former Supplier Employee whether occurring before, on or after the Relevant Transfer Date;
 - 3.1.2 the breach or non-observance by the Supplier or any Subcontractor on or after the Relevant Transfer Date of:
 - (a) any collective agreement applicable to the Transferring Former Supplier Employee; and/or
 - (b) any custom or practice in respect of any Transferring Former Supplier Employees which the Supplier or any Subcontractor is contractually bound to honour;
 - 3.1.3 any claim by any trade union or other body or person representing any Transferring Former Supplier Employees arising from or connected with any failure by the Supplier or a Subcontractor to comply with any legal obligation to such trade union, body or person arising on or after the Relevant Transfer Date;
 - 3.1.4 any proposal by the Supplier or a Subcontractor prior to the Relevant Transfer Date to make changes to the terms and conditions of employment or working conditions of any

Transferring Former Supplier Employees to their material detriment on or after their transfer to the Supplier or a Subcontractor (as the case may be) on the Relevant Transfer Date, or to change the terms and conditions of employment or working conditions of any person who would have been a Transferring Former Supplier Employee but for their resignation (or decision to treat their employment as terminated under regulation 4(9) of the Employment Regulations) before the Relevant Transfer Date as a result of or for a reason connected to such proposed changes;

- 3.1.5 any statement communicated to or action undertaken by the Supplier or a Subcontractor to, or in respect of, any Transferring Former Supplier Employee before the Relevant Transfer Date regarding the Relevant Transfer which has not been agreed in advance with the Buyer and/or the Former Supplier in writing;
- 3.1.6 any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:
 - (a) in relation to any Transferring Former Supplier Employee, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising on or after the Relevant Transfer Date; and
 - (b) in relation to any employee who is not a Transferring Former Supplier Employee, and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer their employment from the Former Supplier to the Supplier or a Subcontractor, to the extent that the proceeding, claim or demand by the HMRC or other statutory authority relates to financial obligations arising on or after the Relevant Transfer Date;
- 3.1.7 a failure of the Supplier or any Subcontractor to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Former Supplier Employees in respect of the period from (and including) the Relevant Transfer Date;
- 3.1.8 any claim made by or in respect of a Transferring Former Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Former Supplier Employee relating to any act or omission of the Supplier or any Subcontractor in relation to obligations under regulation 13 of the Employment Regulations, except to the extent that the liability arises from the Former Supplier's failure to comply with its obligations under regulation 13(4) of the Employment Regulations; and

- 3.1.9 a failure by the Supplier or any Subcontractor to comply with its obligations under Paragraph 2.8 above.
- 3.2 The indemnities in Paragraph **Error! Reference source not found.** Shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Former Supplier whether occurring or having its origin before, on or after the Relevant Transfer Date including any Employee Liabilities arising from the Former Supplier's failure to comply with its obligations under the Employment Regulations.
- 3.3 The Supplier shall comply, and shall procure that each Subcontractor shall comply, with all its obligations under the Employment Regulations (including without limitation its obligation to inform and consult in accordance with regulation 13 of the Employment Regulations) and shall perform and discharge, and shall procure that each Subcontractor shall perform and discharge, all its obligations in respect of all the Transferring Former Supplier Employees, on and from the Relevant Transfer Date including the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions and all such sums due under the Admission Agreement which in any case are attributable in whole or in part to the period from (and including) the Relevant Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between the Supplier and the Former Supplier.

4. Information the Supplier must give

The Supplier shall, and shall procure that each Subcontractor shall, promptly provide to the Buyer and/or at the Buyer's direction, the Former Supplier, in writing such information as is necessary to enable the Buyer and/or the Former Supplier to carry out their respective duties under regulation 13 of the Employment Regulations. The Buyer shall procure that the Former Supplier shall promptly provide to the Supplier and each Subcontractor in writing such information as is necessary to enable the Supplier and any Subcontractor to carry out their respective duties under regulation 13 of the Employment Regulations.

5. Cabinet Office requirements

- 5.1 The Supplier shall comply with any requirement notified to it by the Buyer relating to pensions in respect of any Transferring Former Supplier Employee as set down in
 - 5.1.1 the Cabinet Office Statement of Practice on Staff Transfers in the Public Sector of January 2000, revised December 2013;
 - 5.1.2 Old Fair Deal; and/or
 - 5.1.3 the New Fair Deal.
- 5.2 Any changes necessary to this Contract as a result of changes to, or any replacement of, any statement of practice, paper or other guidance that replaces any of the documentation referred to in Paragraph **Error!**

Reference source not found. Shall be agreed in accordance with the Variation Procedure.

6. Limits on the Former Supplier's obligations

Notwithstanding any other provisions of this Part B, where in this Part B the Buyer accepts an obligation to procure that a Former Supplier does or does not do something, such obligation shall be limited so that it extends only to the extent that the Buyer's contract with the Former Supplier contains a contractual right in that regard which the Buyer may enforce, or otherwise so that it requires only that the Buyer must use reasonable endeavours to procure that the Former Supplier does or does not act accordingly.

7. Pensions

- 7.1 The Supplier shall, and shall procure that each Subcontractor shall, comply with:
 - 7.1.1 the requirements of Part 1 of the Pensions Act 2008, section 258 of the Pensions Act 2004 and the Transfer of Employment (Pension Protection) Regulations 2005 for all transferring staff; and
 - 7.1.2 the provisions in Part D: Pensions (and its Annexes) to this Staff Transfer Schedule.

Part C: No Staff Transfer on the Start Date

1. What happens if there is a staff transfer

- 1.1 The Buyer and the Supplier agree that the commencement of the provision of the Services or of any part of the Services is not expected to be a Relevant Transfer in relation to any employees of the Buyer and/or any Former Supplier.
- 1.2 Subject to Paragraphs 1.3, 1.4 and 1.5, if any employee of the Buyer and/or a Former Supplier claims, or it is determined in relation to any employee of the Buyer and/or a Former Supplier, that their contract of employment has been transferred from the Buyer and/or the Former Supplier to the Supplier and/or any Subcontractor pursuant to the Employment Regulations then:
 - 1.2.1 the Supplier shall, and shall procure that the relevant Subcontractor shall, within 5 Working Days of becoming aware of that fact, notify the Buyer in writing and, where required by the Buyer, give notice to the Former Supplier;
 - 1.2.2 the Buyer and/or the Former Supplier may offer (or may procure that a third party may offer) employment to such person, or take such other steps as it considered appropriate to resolve the matter, within 15 Working Days of receipt of notice from the Supplier or the Subcontractor, provided always that such steps are in compliance with applicable Law;
 - 1.2.3 if such offer of employment is accepted, the Supplier shall, or shall procure that the Subcontractor shall, immediately release the person from its employment; and
 - 1.2.4 if after the period referred to in Paragraph 1.2.2 no such offer has been made, or such offer has been made but not accepted, the Supplier may within 5 Working Days give notice to terminate the employment of such person;

and subject to the Supplier's compliance with Paragraphs 1.2.1 to 1.2.4 and in accordance with all applicable employment procedures set out in applicable Law and subject also to Paragraph 1.5:

- (a) the Buyer will indemnify the Supplier and/or the relevant Subcontractor against all Employee Liabilities arising out of the termination of the employment of any of the Buyer's employees referred to in Paragraph 1.2 provided that the Supplier takes, or shall procure that the Notified Subcontractor takes, all reasonable steps to minimise any such Employee Liabilities; and
- (b) the Buyer will procure that the Former Supplier indemnifies the Supplier and/or any Subcontractor against all Employee Liabilities arising out of termination of the employment of the employees of the Former Supplier referred to in Paragraph 1.2 provided that the Supplier takes, or shall procure that the relevant Subcontractor takes, all reasonable steps to minimise any such Employee Liabilities.

- 1.3 If any such person as is described in Paragraph 1.2 is neither re employed by the Buyer and/or the Former Supplier as appropriate nor dismissed by the Supplier and/or any Subcontractor within the 15 Working Day period referred to in Paragraph 1.2 such person shall be treated as having transferred to the Supplier and/or the Subcontractor (as appropriate) and the Supplier shall, or shall procure that the Subcontractor shall, (a) comply with such obligations as may be imposed upon it under Law and (b) comply with the provisions of Part D (Pensions) and its Annexes of this Staff Transfer Schedule.
- 1.4 Where any person remains employed by the Supplier and/or any Subcontractor pursuant to Paragraph 1.3, all Employee Liabilities in relation to such employee shall remain with the Supplier and/or the Subcontractor and the Supplier shall indemnify the Buyer and any Former Supplier, and shall procure that the Subcontractor shall indemnify the Buyer and any Former Supplier, against any Employee Liabilities that either of them may incur in respect of any such employees of the Supplier and/or employees of the Subcontractor.
- 1.5 The indemnities in Paragraph 1.2 shall not apply to any claim:
 - 1.5.1 for discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief;
 - 1.5.2 or equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees,in relation to any alleged act or omission of the Supplier and/or Subcontractor; or
 - 1.5.3 any claim that the termination of employment was unfair because the Supplier and/or any Subcontractor neglected to follow a fair dismissal procedure; and
- 1.6 The indemnities in Paragraph 1.2 shall not apply to any termination of employment occurring later than 6 Months from the relevant Transfer Date.
- 1.7 If the Supplier and/or the Subcontractor does not comply with Paragraph 1.2, all Employee Liabilities in relation to such employees shall remain with the Supplier and/or the Subcontractor and the Supplier shall (i) comply with the provisions of Part D: Pensions of this Schedule, and (ii) indemnify the Buyer and any Former Supplier against any Employee Liabilities that either of them may incur in respect of any such employees of the Supplier and/or employees of the Subcontractor.

2. Limits on the Former Supplier's obligations

Where in this Part C the Buyer accepts an obligation to procure that a Former Supplier does or does not do something, such obligation shall be limited so that it extends only to the extent that the Buyer's contract with the Former Supplier contains a contractual right in that regard which the Buyer may enforce, or otherwise so that it requires only that the Buyer must use reasonable endeavours to procure that the Former Supplier does or does not act accordingly.

Part D: Pensions

1. Definitions

In this Part D and Part E, the following words have the following meanings and they shall supplement Schedule 1 (Definitions), and shall be deemed to include the definitions set out in the Annexes:

“Actuary”	a Fellow of the Institute and Faculty of Actuaries;
“Best Value Direction”	the Best Value Authorities Staff Transfers (Pensions) Direction 2007 or the Welsh Authorities Staff Transfers (Pensions) Direction 2012 (as appropriate);
“Broadly Comparable”	<p>(a) in respect of a pension scheme, a status satisfying the condition that there are no identifiable employees who will suffer material detriment overall in terms of future accrual of pension benefits as assessed in accordance with Annex A of New Fair Deal and demonstrated by the issue by the Government Actuary’s Department of a broad comparability certificate; and</p> <p>(b) in respect of benefits provided for or in respect of a member under a pension scheme, benefits that are consistent with that pension scheme’s certificate of broad comparability issued by the Government Actuary’s Department,</p> <p>and “Broad Comparability” shall be construed accordingly;</p>
“CSPS”	the schemes as defined in Annex D1 to this Part D;
“Direction Letter/Determination”	has the meaning in Annex D2 to this Part D;
“Fair Deal Eligible Employees”	means each of the CSPS Eligible Employees (as defined in Annex D1 to this Part D), the NHSPS Eligible Employees (as defined in Annex D2 to this Part D) and/or the LGPS Eligible Employees (as defined in Annex D3 to this Part D) (as applicable) (and shall include any such employee who has been admitted to and/or remains eligible to join a Broadly Comparable pension scheme at the relevant time in accordance with Paragraph 10 or 11 of this Part D);

<p>“Fair Deal Employees”</p>	<p>those:</p> <ul style="list-style-type: none"> (a) Transferring Buyer Employees; and/or (b) Transferring Former Supplier Employees; and/or (c) employees who are not Transferring Buyer Employees or Transferring Former Supplier Employees but to whom the Employment Regulations apply on the Relevant Transfer Date to transfer their employment to the Supplier or a Subcontractor, and whose employment is not terminated in accordance with the provisions of Paragraphs Error! Reference source not found. Of Parts A or B or Paragraph 1.2.4 of Part C; (d) where the Former Supplier becomes the Supplier those employees; <p>who at the Start Date or Relevant Transfer Date (as appropriate) are or become entitled to New Fair Deal protection in respect of any of the Statutory Schemes as notified by the Buyer;</p>
<p>“Fair Deal Schemes”</p>	<p>means the relevant Statutory Scheme or a Broadly Comparable pension scheme;</p>
<p>“Fund Actuary”</p>	<p>means Fund Actuary as defined in Annex D3 to this Part D;</p>
<p>“LGPS”</p>	<p>the schemes as defined in Annex D3 to this Part D;</p>
<p>“NHSPS”</p>	<p>the schemes as defined in Annex D2 to this Part D; and</p>
<p>“New Fair Deal”</p>	<p>the revised Fair Deal position set out in the HM Treasury guidance: <i>“Fair Deal for Staff Pensions: Staff Transfer from Central Government”</i> issued in October 2013 including:</p> <ul style="list-style-type: none"> (a) any amendments to that document immediately prior to the Relevant Transfer Date; and (b) any similar pension protection in accordance with the subsequent Annex D1-D3 inclusive as notified to the Supplier by the Buyer.

2. Supplier obligations to participate in the pension schemes

- 2.1 In respect of all or any Fair Deal Employees each of Annex D1: CSPS, Annex D2: NHSPS and/or Annex D3: LGPS shall apply, as appropriate.
- 2.2 The Supplier undertakes to do all such things and execute any documents (including any relevant Admission Agreement and/or Direction Letter/Determination, if necessary) as may be required to enable the Supplier to participate in the appropriate Statutory Scheme in respect of the Fair Deal Employees and shall bear its own costs in such regard.
- 2.3 The Supplier undertakes:
 - 2.3.1 to pay to the Statutory Schemes all such amounts as are due under the relevant Admission Agreement and/or Direction Letter/Determination or otherwise and shall deduct and pay to the Statutory Schemes such employee contributions as are required; and
 - 2.3.2 subject to Paragraph **Error! Reference source not found.** Of Annex D3: LGPS to be fully responsible for all other costs, contributions, payments and other amounts relating to its participation in the Statutory Schemes, including for the avoidance of doubt any exit payments and the costs of providing any bond, indemnity or guarantee required in relation to such participation.
- 2.4 Where the Supplier is the Former Supplier (or a Subcontractor is a subcontractor of the Former Supplier) and there is no Relevant Transfer of the Fair Deal Employees because they remain continuously employed by the Supplier (or Subcontractor) at the Start Date, this Part D and its Annexes shall be modified accordingly so that the Supplier (or Subcontractor) shall comply with its requirements from the Start Date or, where it previously provided a Broadly Comparable pension scheme, from the date it is able to close accrual of its Broadly Comparable pension scheme (following appropriate consultation and contractual changes as appropriate) if later. The Supplier (or Subcontractor) shall make arrangements for a bulk transfer from its Broadly Comparable pension scheme to the relevant Statutory Scheme in accordance with the requirements of the previous contract with the Buyer.

3. Supplier obligation to provide information

- 3.1 The Supplier undertakes to the Buyer:
 - 3.1.1 to provide all information which the Buyer may reasonably request concerning matters referred to in this Part D as expeditiously as possible; and
 - 3.1.2 not to issue any announcements to any Fair Deal Employee prior to the Relevant Transfer Date concerning the matters stated in this Part D without the consent in writing of the Buyer (such consent not to be unreasonably withheld or delayed); and
 - 3.1.3 retain such records as would be necessary to manage the pension aspects in relation to any current or former New Deal

Eligible Employees arising on expiry or termination of this Contract.

4. Indemnities the Supplier must give

- 4.1 The Supplier undertakes to the Buyer to indemnify and keep indemnified the Buyer and/or any Replacement Supplier and/or any Replacement Subcontractor on demand from and against all and any Losses whatsoever suffered or incurred by it or them which:
- 4.1.1 arise out of or in connection with any liability towards all and any Fair Deal Employees in respect of service on or after the Relevant Transfer Date which arises from any Default by the Supplier of this Part D, and/or the CSPA Admission Agreement and/or the Direction Letter/Determination and/or the LGPS Admission Agreement;
 - 4.1.2 relate to the payment of benefits under and/or participation in a pension scheme (as defined in section 150(1) Finance Act 2004) provided by the Supplier or a Subcontractor on and after the Relevant Transfer Date until the date of termination or expiry of this Contract, including the Statutory Schemes or any Broadly Comparable pension scheme provided in accordance with Paragraphs 10 or 11 of this Part D;
 - 4.1.3 relate to claims by Fair Deal Employees of the Supplier and/or of any Subcontractor or by any trade unions, elected employee representatives or staff associations in respect of all or any such Fair Deal Employees which Losses:
 - (a) relate to any rights to benefits under a pension scheme (as defined in section 150(1) Finance Act 2004) in respect of periods of employment on and after the Relevant Transfer Date until the date of termination or expiry of this Contract;
 - (b) arise out of the failure of the Supplier and/or any relevant Subcontractor to comply with the provisions of this Part D before the date of termination or expiry of this Contract; and/or
 - 4.1.4 arise out of or in connection with the Supplier (or its Subcontractor) allowing anyone who is not an NHSPS Fair Deal Employee to join or claim membership of the NHSPS at any time during the Term.
- 4.2 The indemnities in this Part D and its Annexes:
- 4.2.1 shall survive termination of this Contract; and
 - 4.2.2 shall not be affected by the caps on liability contained in Clause 15 (How much you can be held responsible for).

5. What happens if there is a dispute

- 5.1 The Dispute Resolution Procedure will not apply to this Part D and any dispute (i) between the Buyer and the Supplier or (ii) between their

respective actuaries and/or the Fund Actuary about any of the actuarial matters referred to in this Part D and its Annexes shall in the absence of agreement between the Buyer and the Supplier be referred to an independent Actuary:

- 5.1.1 who will act as an expert and not as an arbitrator;
 - 5.1.2 whose decision will be final and binding on the Buyer and the Supplier; and
 - 5.1.3 whose expenses shall be borne equally by the Buyer and the Supplier unless the independent Actuary shall otherwise direct.
- 5.2 The independent Actuary shall be agreed by the Parties or, failing such agreement the independent Actuary shall be appointed by the President for the time being of the Institute and Faculty of Actuaries on the application by the Parties.

6. Other people's rights

- 6.1 The Parties agree Clause 23 (Other people's rights in this contract) does not apply and that the CRTPA applies to this Part D to the extent necessary to ensure that any Fair Deal Employee will have the right to enforce any obligation owed to them or it by the Supplier under this Part D, in their or its own right under section 1(1) of the CRTPA.
- 6.2 Further, the Supplier must ensure that the CRTPA will apply to any Sub-Contract to the extent necessary to ensure that any Fair Deal Employee will have the right to enforce any obligation owed to them by the Subcontractor in their or its own right under section 1(1) of the CRTPA.

7. What happens if there is a breach of this Part D

- 7.1 The Supplier agrees to notify the Buyer should it Default any obligations it has under this Part D and agrees that the Buyer shall be entitled to terminate its Contract for Material Default and the consequences of termination set out in Clause 14.5.1 shall apply in the event that the Supplier:
- 7.1.1 commits an irremediable Default of any provision or obligation it has under this Part D; or
 - 7.1.2 commits a Default of any provision or obligation it has under this Part D which, where capable of remedy, it fails to remedy within a reasonable time and in any event within 28 days of the date of a notice from the Buyer giving particulars of the Default and requiring the Supplier to remedy it.

8. Transferring New Fair Deal Employees

- 8.1 Save on expiry or termination of this Contract, if the employment of any Fair Deal Employee transfers to another employer (by way of a transfer under the Employment Regulations or other form of compulsory transfer of employment), the Supplier shall and shall procure that any relevant Subcontractor shall:

- 8.1.1 notify the Buyer as far as reasonably practicable in advance of the transfer to allow the Buyer to make the necessary arrangement for participation with the relevant Statutory Scheme(s);
- 8.1.2 consult with about, and inform those Fair Deal Employees of, the pension provisions relating to that transfer; and
- 8.1.3 procure that the employer to which the Fair Deal Employees are transferred (the “**New Employer**”) complies with the provisions of this Part D and its Annexes provided that references to the “Supplier” will become references to the New Employer, references to “Relevant Transfer Date” will become references to the date of the transfer to the New Employer and references to “Fair Deal Employees” will become references to the Fair Deal Employees so transferred to the New Employer.

9. What happens to pensions if this Contract ends

- 9.1 The provisions of Part E: Staff Transfer on Exit (Mandatory) apply in relation to pension issues on expiry or termination of this Contract.
- 9.2 The Supplier shall (and shall procure that any of its Subcontractors shall) prior to the termination of this Contract provide all such co-operation and assistance (including co-operation and assistance from the Broadly Comparable pension scheme’s Actuary) as the Replacement Supplier and/or NHS Pension and/or CSPS and/or the relevant Administering Authority and/or the Buyer may reasonably require, to enable the Replacement Supplier to participate in the appropriate Statutory Scheme in respect of any Fair Deal Eligible Employee that remains eligible for New Fair Deal protection following a Service Transfer.

10. Broadly Comparable Pension Schemes On The Relevant Transfer Date

- 10.1 If the terms of any of Paragraphs **Error! Reference source not found.** Of Annex D2: NHSPS or 3.1 of Annex D3: LGPS applies, the Supplier must (and must, where relevant, procure that each of its Subcontractors will) ensure that, with effect from the Relevant Transfer Date until the day before the Service Transfer Date, the relevant Fair Deal Employees will be eligible for membership of a pension scheme under which the benefits are Broadly Comparable to those provided under the relevant Statutory Scheme, and then on such terms as may be decided by the Buyer.
- 10.2 Such Broadly Comparable pension scheme must be:
 - 10.2.1 established by the Relevant Transfer Date;
 - 10.2.2 a registered pension scheme for the purposes of Part 4 of the Finance Act 2004;
 - 10.2.3 capable of receiving a bulk transfer payment from the relevant Statutory Scheme or from a Former Supplier’s Broadly Comparable pension scheme (unless otherwise instructed by the Buyer);
 - 10.2.4 capable of paying a bulk transfer payment to the Replacement Supplier’s Broadly Comparable pension scheme (or the relevant

Statutory Scheme if applicable) (unless otherwise instructed by the Buyer); and

- 10.2.5 maintained until such bulk transfer payments have been received or paid (unless otherwise instructed by the Buyer).
- 10.3 Where the Supplier has provided a Broadly Comparable pension pursuant to the provisions of this Paragraph 10, the Supplier shall (and shall procure that any of its Subcontractors shall):
- 10.3.1 supply to the Buyer details of its (or its Subcontractor's) Broadly Comparable pension scheme and provide a full copy of the valid certificate of broad comparability (which remains valid as at the Relevant Transfer Date) covering all relevant Fair Deal Employees, as soon as it is able to do so before the Relevant Transfer Date (where possible) and in any event no later than seven (7) days after receipt of the certificate;
 - 10.3.2 be fully responsible for all costs, contributions, payments and other amounts relating to the setting up, certification of, ongoing participation in and/or withdrawal and exit from the Broadly Comparable pension scheme, including for the avoidance of doubt any debts arising under section 75 or 75A of the Pensions Act 1995;
 - 10.3.3 instruct any such Broadly Comparable pension scheme's Actuary to provide all such co-operation and assistance in agreeing bulk transfer process with the Actuary to the Former Supplier's Broadly Comparable pension scheme or the Actuary to the relevant Statutory Scheme (as appropriate) and to provide all such co-operation and assistance with any other Actuary appointed by the Buyer (where applicable). This will be with a view to the bulk transfer terms providing day for day and/or pound for pound (as applicable) (or actuarially equivalent where there are benefit differences between the two schemes) credits in the Broadly Comparable pension scheme in respect of any Fair Deal Eligible Employee who consents to such a transfer; and
 - 10.3.4 provide a replacement Broadly Comparable pension scheme in accordance with this Paragraph 10 with immediate effect for those Fair Deal Eligible Employees who are still employed by the Supplier and/or relevant Subcontractor and are still eligible for New Fair Deal protection in the event that the Supplier and/or Subcontractor's Broadly Comparable pension scheme is closed to future accrual and/or terminated. The relevant Fair Deal Eligible Employees must be given the option to transfer their accrued benefits from the previous Broadly Comparable pension scheme to the new Broadly Comparable pension scheme on day for day and/or pound for pound terms (as applicable) (or actuarially equivalent where there are benefit differences between the two schemes).
- 10.4 Where the Supplier has provided a Broadly Comparable pension scheme pursuant to the provisions of this Paragraph 10, the Supplier shall (and shall

procure that any of its Subcontractors shall) prior to the termination of this Contract:

- 10.4.1 allow and make all necessary arrangements to effect, in respect of any Fair Deal Eligible Employee that remains eligible for New Fair Deal protection, following a Service Transfer, the bulk transfer of past service from any such Broadly Comparable pension scheme into the Replacement Supplier's Broadly Comparable pension scheme (or the relevant Statutory Scheme if applicable). The bulk transfer terms provided shall be on a past service reserve basis which should be calculated allowing for projected final salary at the assumed date of retirement, leaving service or death (in the case of final salary benefits). The actuarial basis for this past service reserve basis should be aligned to the funding requirements of the Broadly Comparable pension scheme in place at the time the bulk transfer terms are offered. The bulk transfer terms shall be subject to an underpin in relation to any service credits awarded in the Broadly Comparable pension scheme in accordance with Paragraph 10.3.3 such that the element of the past service reserve amount which relates to such service credits shall be no lower than that required by the bulk transfer terms that were agreed in accordance with Paragraph 10.3.3) but using the last day of the Fair Deal Eligible Employees' employment with the Supplier or Subcontractor (as appropriate) as the date used to determine the actuarial assumptions; and
- 10.4.2 if the transfer payment paid by the trustees of the Broadly Comparable pension scheme is less (in the opinion of the Actuary to the Replacement Supplier's Broadly Comparable pension scheme (or to the relevant Statutory Scheme if applicable)) than the transfer payment which would have been paid had Paragraph 10.4.1 been complied with, the Supplier shall (or shall procure that the Subcontractor shall) pay the amount of the difference to the Replacement Supplier's Broadly Comparable pension scheme (or relevant Statutory Scheme if applicable) or as the Buyer shall otherwise direct. The Supplier shall indemnify the Buyer or the Replacement Supplier's Broadly Comparable pension scheme (or the relevant Statutory Scheme if applicable) (as the Buyer directs) for any failure to pay the difference as required under this Paragraph.

11. Broadly Comparable Pension Schemes In Other Circumstances

- 11.1 If the terms of any of Paragraphs **Error! Reference source not found.** Of Annex D1: CSPA, **Error! Reference source not found.** Of Annex D2: NHSPA and/or **Error! Reference source not found.** Of Annex D3: LGPS apply, the Supplier must (and must, where relevant, procure that each of its Subcontractors will) ensure that, with effect from the cessation of participation in the Statutory Scheme, until the day before the Service Transfer Date, the relevant Fair Deal Eligible Employees will be eligible for membership of a pension scheme under which the benefits are Broadly

Comparable to those provided under the relevant Statutory Scheme at the date of cessation of participation in the relevant Statutory Scheme, and then on such terms as may be decided by the Buyer.

11.2 Such Broadly Comparable pension scheme must be:

- 11.2.1 established by the date of cessation of participation in the Statutory Scheme;
- 11.2.2 a registered pension scheme for the purposes of Part 4 of the Finance Act 2004;
- 11.2.3 capable of receiving a bulk transfer payment from the relevant Statutory Scheme (where instructed to do so by the Buyer);
- 11.2.4 capable of paying a bulk transfer payment to the Replacement Supplier's Broadly Comparable pension scheme (or the relevant Statutory Scheme if applicable) (unless otherwise instructed by the Buyer); and
- 11.2.5 maintained until such bulk transfer payments have been received or paid (unless otherwise instructed by the Buyer).

11.3 Where the Supplier has provided a Broadly Comparable pension scheme pursuant to the provisions of this Paragraph 11, the Supplier shall (and shall procure that any of its Subcontractors shall):

- 11.3.1 supply to the Buyer details of its (or its Subcontractor's) Broadly Comparable pension scheme and provide a full copy of the valid certificate of broad comparability (which remains valid as at the date of cessation of participation in the Statutory Scheme) covering all relevant Fair Deal Eligible Employees, as soon as it is able to do so before the cessation of participation in the Statutory Scheme (where possible) and in any event no later than seven (7) days after receipt of the certificate;
- 11.3.2 be fully responsible for all costs, contributions, payments and other amounts relating to the setting up, certification of, ongoing participation in and/or withdrawal and exit from the Broadly Comparable pension scheme, including for the avoidance of doubt any debts arising under section 75 or 75A of the Pensions Act 1995; and
- 11.3.3 where required to do so by the Buyer, instruct any such Broadly Comparable pension scheme's Actuary to provide all such co-operation and assistance in agreeing a bulk transfer process with the Actuary to the relevant Statutory Scheme and to provide all such co-operation and assistance with any other Actuary appointed by the Buyer (where applicable). The Supplier must ensure that day for day and/or pound for pound (as applicable) (or actuarially equivalent where there are benefit differences between the two schemes) credits in the Broadly Comparable pension scheme are provided in respect of any Fair Deal Employee who consents to such a transfer from the Statutory Scheme and the Supplier shall be fully responsible for any costs of providing those

credits in excess of the bulk transfer payment received by the Broadly Comparable pension scheme; and

- 11.3.4 provide a replacement Broadly Comparable pension scheme in accordance with this Paragraph 11 with immediate effect for those Fair Deal Eligible Employees who are still employed by the Supplier and/or relevant Subcontractor and are still eligible for New Fair Deal protection in the event that the Supplier and/or Subcontractor's Broadly Comparable pension scheme is closed to future accrual and/or terminated. The relevant Fair Deal Eligible Employees must be given the option to transfer their accrued benefits from the previous Broadly Comparable pension scheme to the new Broadly Comparable pension scheme on day for day and/or pound for pound terms (as applicable) (or actuarially equivalent where there are benefit differences between the two schemes).
- 11.4 Where the Supplier has provided a Broadly Comparable pension scheme pursuant to the provisions of this Paragraph 11, the Supplier shall (and shall procure that any of its Subcontractors shall) prior to the termination of this Contract allow and make all necessary arrangements to effect, in respect of any Fair Deal Eligible Employee that remains eligible for New Fair Deal protection, following a Service Transfer, the bulk transfer of past service from any such Broadly Comparable pension scheme into the Replacement Supplier's Broadly Comparable pension scheme (or relevant Statutory Scheme if applicable). The bulk transfer terms provided shall be sufficient to secure day for day and/or pound for pound credits (as applicable) (or actuarially equivalent where there are benefit differences between the two schemes) in the Replacement Supplier's Broadly Comparable pension scheme (or relevant Statutory Scheme if applicable). For the avoidance of doubt, should the amount offered by the Broadly Comparable pension scheme be less than the amount required by the Replacement Supplier's Broadly Comparable pension scheme (or the relevant Statutory Scheme if applicable) to fund the required credits ("**the Shortfall**"), the Supplier or the Subcontractor (as agreed between them) must pay the Replacement Supplier's Broadly Comparable pension scheme (or relevant Statutory Scheme if applicable) the Shortfall as required, provided that in the absence of any agreement between the Supplier and any Subcontractor, the Shortfall shall be paid by the Supplier. The Supplier shall indemnify the Buyer or the Replacement Supplier's Broadly Comparable pension scheme (or the relevant Statutory Scheme if applicable) (as the Buyer directs) for any failure to pay the Shortfall under this Paragraph.

12. Right Of Set-Off

- 12.1 The Buyer shall have a right to set off against any payments due to the Supplier under this Contract an amount equal to:
- 12.1.1 any unpaid employer's contributions or employee's contributions or any other financial obligations under the CSPA or any CSPA Admission Agreement in respect of the CSPA Eligible Employees whether due from the Supplier or from any relevant Subcontractor

or due from any third party under any indemnity, bond or guarantee;

12.1.2 any unpaid employer's contributions or employee's contributions or any other financial obligations under the NHSPS or any Direction Letter/Determination in respect of the NHSPS Eligible Employees whether due from the Supplier or from any relevant Subcontractor or due from any third party under any indemnity, bond or guarantee; or

12.1.3 any unpaid employer's contributions or employee's contributions or any other financial obligations under the LGPS or any LGPS Admission Agreement in respect of the LGPS Eligible Employees whether due from the Supplier or from any relevant Subcontractor or due from any third party under any indemnity, bond or guarantee;

and shall pay such set off amount to the relevant Statutory Scheme.

12.2 The Buyer shall also have a right to set off against any payments due to the Supplier under this Contract all reasonable costs and expenses incurred by the Buyer as result of Paragraphs 12.1 above.

**Annex D1 : Civil Service Pensions Schemes (CSPS)
– NOT USED**

Annex D2: NHS Pension Schemes – NOT USED

Annex D3: NOT USED

Annex D4: Other Schemes – NOT USED

Part E: Staff Transfer on Exit

1. Obligations before a Staff Transfer

- 1.1 The Supplier agrees that within twenty (20) Working Days of the earliest of:
 - 1.1.1 receipt of a notification from the Buyer of a Service Transfer or intended Service Transfer;
 - 1.1.2 receipt of the giving of notice of early termination or any Partial Termination of the relevant Contract; and
 - 1.1.3 the date which is twelve (12) Months before the end of the Term; or
 - 1.1.4 receipt of a written request of the Buyer at any time (provided that the Buyer shall only be entitled to make one such request in any six (6) Month period),it shall provide in a suitably anonymised format so as to comply with the Data Protection Legislation, the Supplier's Provisional Supplier Staff List, together with the Staffing Information in relation to the Supplier's Provisional Supplier Staff List and it shall provide an updated Supplier's Provisional Supplier Staff List at such intervals as are reasonably requested by the Buyer.
- 1.2 At least twenty (20) Working Days prior to the Service Transfer Date, the Supplier shall provide to the Buyer or at the direction of the Buyer to any Replacement Supplier and/or any Replacement Subcontractor
 - 1.2.1 the Supplier's Final Supplier Staff List, which shall identify the basis upon which they are Transferring Supplier Employees and
 - 1.2.2 the Staffing Information in relation to the Supplier's Final Supplier Staff List (insofar as such information has not previously been provided).
- 1.3 The Buyer shall be permitted to use and disclose information provided by the Supplier under Paragraphs 1.1 and 1.2 for the purpose of informing any prospective Replacement Supplier and/or Replacement Subcontractor.
- 1.4 The Supplier warrants, for the benefit of The Buyer, any Replacement Supplier, and any Replacement Subcontractor that all information provided pursuant to Paragraphs 1.1 and 1.2 shall be true and accurate in all material respects at the time of providing the information.
- 1.5 From the date of the earliest event referred to in Paragraphs 1.1.1, 1.1.2 and 1.1.3, the Supplier agrees that it shall not assign any person to the provision of the Services who is not listed on the Supplier's Provisional Supplier Staff List and shall, unless otherwise instructed by the Buyer (acting reasonably):
 - 1.5.1 not replace or re-deploy any Supplier Staff listed on the Supplier Provisional Supplier Staff List other than where any replacement is of equivalent grade, skills, experience and expertise and is employed on the same terms and conditions of employment as the person they replace

- 1.5.2 not make, promise, propose, permit or implement any material changes to the terms and conditions of (i) employment and/or (ii) pensions, retirement and death benefits (including not to make pensionable any category of earnings which were not previously pensionable or reduce the pension contributions payable) of the Supplier Staff (including any payments connected with the termination of employment);
- 1.5.3 not increase the proportion of working time spent on the Services (or the relevant part of the Services) by any of the Supplier Staff save for fulfilling assignments and projects previously scheduled and agreed;
- 1.5.4 not introduce any new contractual or customary practice concerning the making of any lump sum payment on the termination of employment of any employees listed on the Supplier's Provisional Supplier Staff List;
- 1.5.5 not increase or reduce the total number of employees so engaged, or deploy any other person to perform the Services (or the relevant part of the Services);
- 1.5.6 not terminate or give notice to terminate the employment or contracts of any persons on the Supplier's Provisional Supplier Staff List save by due disciplinary process;
- 1.5.7 not dissuade or discourage any employees engaged in the provision of the Services from transferring their employment to the Buyer and/or the Replacement Supplier and/or Replacement Subcontractor;
- 1.5.8 give the Buyer and/or the Replacement Supplier and/or Replacement Subcontractor reasonable access to Supplier Staff and/or their consultation representatives to inform them of the intended transfer and consult any measures envisaged by the Buyer, Replacement Supplier and/or Replacement Subcontractor in respect of persons expected to be Transferring Supplier Employees;
- 1.5.9 co-operate with the Buyer and the Replacement Supplier to ensure an effective consultation process and smooth transfer in respect of Transferring Supplier Employees in line with good employee relations and the effective continuity of the Services, and to allow for participation in any pension arrangements to be put in place to comply with New Fair Deal;
- 1.5.10 promptly notify the Buyer or, at the direction of the Buyer, any Replacement Supplier and any Replacement Subcontractor of any notice to terminate employment given by the Supplier or received from any persons listed on the Supplier's Provisional Supplier Staff List regardless of when such notice takes effect;
- 1.5.11 not for a period of twelve (12) Months from the Service Transfer Date re-employ or re-engage or entice any employees, suppliers or Subcontractors whose employment or engagement is transferred to

- the Buyer and/or the Replacement Supplier (unless otherwise instructed by the Buyer (acting reasonably));
- 1.5.12 not to adversely affect pension rights accrued by all and any Fair Deal Employees in the period ending on the Service Transfer Date;
 - 1.5.13 fully fund any Broadly Comparable pension schemes set up by the Supplier;
 - 1.5.14 maintain such documents and information as will be reasonably required to manage the pension aspects of any onward transfer of any person engaged or employed by the Supplier or any Subcontractor in the provision of the Services on the expiry or termination of this Contract (including identification of the Fair Deal Employees);
 - 1.5.15 promptly provide to the Buyer such documents and information mentioned in Paragraph 3.1.1 of Part D: Pensions which the Buyer may reasonably request in advance of the expiry or termination of this Contract; and
 - 1.5.16 fully co-operate (and procure that the trustees of any Broadly Comparable pension scheme shall fully co-operate) with the reasonable requests of the Supplier relating to any administrative tasks necessary to deal with the pension aspects of any onward transfer of any person engaged or employed by the Supplier or any Subcontractor in the provision of the Services on the expiry or termination of this Contract.
- 1.6 On or around each anniversary of the Start Date and up to four times during the last twelve (12) Months of the Term, the Buyer may make written requests to the Supplier for information relating to the manner in which the Services are organised. Within twenty (20) Working Days of receipt of a written request the Supplier shall provide such information as the Buyer may reasonably require which shall include:
- 1.6.1 the numbers of Supplier Staff engaged in providing the Services;
 - 1.6.2 the percentage of time spent by each Supplier Staff engaged in providing the Services;
 - 1.6.3 the extent to which each employee qualifies for membership of any of the Fair Deal Schemes (as defined in Part D: Pensions); and
 - 1.6.4 a description of the nature of the work undertaken by each Supplier Staff by location.
- 1.7 The Supplier shall provide all reasonable cooperation and assistance to the Buyer, any Replacement Supplier and/or any Replacement Subcontractor to ensure the smooth transfer of the Transferring Supplier Employees on the Service Transfer Date including providing sufficient information in advance of the Service Transfer Date to ensure that all necessary payroll arrangements can be made to enable the Transferring Supplier Employees to be paid as appropriate. Without prejudice to the generality of the foregoing, within five (5) Working Days following the Service Transfer Date, the Supplier shall provide to the Buyer or, at the direction of the Buyer, to

any Replacement Supplier and/or any Replacement Subcontractor (as appropriate), in respect of each person on the Supplier's Final Supplier Staff List who is a Transferring Supplier Employee:

- 1.7.1 the most recent month's copy pay slip data;
 - 1.7.2 details of cumulative pay for tax and pension purposes;
 - 1.7.3 details of cumulative tax paid;
 - 1.7.4 tax code;
 - 1.7.5 details of any voluntary deductions from pay;
 - 1.7.6 a copy of any personnel file and/or any other records regarding the service of the Transferring Supplier Employee;
 - 1.7.7 a complete copy of the information required to meet the minimum recording keeping requirements under the Working Time Regulations 1998 and the National Minimum Wage Regulations 1998; and
 - 1.7.8 bank/building society account details for payroll purposes.
- 1.8 From the date of the earliest event referred to in Paragraph 1.1.1, 1.1.2 and 1.1.3 the Supplier agrees that following within twenty (20) Working Days of a request from the Authority it shall and shall procure that each Sub-contractor shall use reasonable endeavours to comply with any [reasonable] request to align and assign Supplier Staff to any future delivery model proposed by the Authority for Replacement Services within thirty (30) Working Days or such longer timescale as may be agreed.
- 1.9 Any changes necessary to this Contract as a result of alignment referred to in Paragraph 1.8 shall be agreed in accordance with the Variation Procedure.

2. Staff Transfer when the contract ends

- 2.1 The Buyer and the Supplier acknowledge that subsequent to the commencement of the provision of the Services, the identity of the provider of the Services (or any part of the Services) may change (whether as a result of termination or Partial Termination of this Contract or otherwise) resulting in the Services being undertaken by a Replacement Supplier and/or a Replacement Subcontractor. Such change in the identity of the supplier of such services may constitute a Relevant Transfer to which the Employment Regulations will apply. The Buyer and the Supplier further agree that, as a result of the operation of the Employment Regulations, where a Relevant Transfer occurs, the contracts of employment between the Supplier and the Transferring Supplier Employees (except in relation to any contract terms disapplied through operation of regulation 10 of the Employment Regulations) will have effect on and from the Service Transfer Date as if originally made between the Replacement Supplier and/or a

Replacement Subcontractor (as the case may be) and each such Transferring Supplier Employee

- 2.2 The Supplier shall, and shall procure that each Subcontractor shall, comply with all its obligations under the Employment Regulations and in particular obligations in respect of the Transferring Supplier Employees arising under the Employment Regulations in respect of the period up to (but excluding) the Service Transfer Date and shall perform and discharge, and procure that each Subcontractor shall perform and discharge, all its obligations in respect of any person identified in the Supplier's Final Supplier Staff List arising in respect of the period up to (but excluding) the Service Transfer Date (including the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions and all such sums due as a result of any Fair Deal Employees' participation in the Statutory Schemes and any requirement to set up a broadly comparable pension scheme which in any case are attributable in whole or in part to the period ending on (but excluding) the Service Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between: (i) the Supplier and/or the Subcontractor (as appropriate); and (ii) the Replacement Supplier and/or Replacement Subcontractor.
- 2.3 Subject to Paragraph 2.4, the Supplier shall indemnify the Buyer and/or the Replacement Supplier and/or any Replacement Subcontractor against any Employee Liabilities arising from or as a result of:
- 2.3.1 any act or omission of the Supplier or any Subcontractor in respect of any Transferring Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Supplier Employee whether occurring before, on or after the Service Transfer Date.
- 2.3.2 the breach or non-observance by the Supplier or any Subcontractor occurring before but excluding the Service Transfer Date of:
- (a) any collective agreement applicable to the Transferring Supplier Employees; and/or
- (b) any other custom or practice with a trade union or staff association in respect of any Transferring Supplier Employees which the Supplier or any Subcontractor is contractually bound to honour;
- 2.3.3 any claim by any trade union or other body or person representing any Transferring Supplier Employees arising from or connected with any failure by the Supplier or a Subcontractor to comply with any legal obligation to such trade union, body or person arising before but excluding the Service Transfer Date;
- 2.3.4 any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:

- (a) in relation to any Transferring Supplier Employee, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising before but excluding the Service Transfer Date; and
 - (b) in relation to any employee who is not identified in the Supplier's Final Supplier Staff List, and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer their employment from the Supplier to the Buyer and/or Replacement Supplier and/or any Replacement Subcontractor, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising before but excluding the Service Transfer Date;
 - 2.3.5 a failure of the Supplier or any Subcontractor to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Supplier Employees in respect of the period up to (but excluding) the Service Transfer Date);
 - 2.3.6 any claim made by or in respect of any person employed or formerly employed by the Supplier or any Subcontractor other than a Transferring Supplier Employee identified in the Supplier's Final Supplier Staff List for whom it is alleged the Buyer and/or the Replacement Supplier and/or any Replacement Subcontractor may be liable by virtue of this Contract and/or the Employment Regulations; and
 - 2.3.7 any claim made by or in respect of a Transferring Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Supplier Employee relating to any act or omission of the Supplier or any Subcontractor in relation to its obligations under regulation 13 of the Employment Regulations, except to the extent that the liability arises from the failure by the Buyer and/or Replacement Supplier to comply with regulation 13(4) of the Employment Regulations.
- 2.4 The indemnity in Paragraph 2.3 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Replacement Supplier and/or any Replacement Subcontractor whether occurring or having its origin before, on or after the Service Transfer Date, Including any Employee Liabilities:
- 2.4.1 arising out of the resignation of any Transferring Supplier Employee before the Service Transfer Date on account of substantial detrimental changes to their working conditions proposed by the Replacement Supplier and/or any Replacement Subcontractor to occur in the period on or after the Service Transfer Date); or

- 2.4.2 arising from the Replacement Supplier's failure, and/or Replacement Subcontractor's failure, to comply with its obligations under the Employment Regulations.
- 2.5 Subject to Paragraphs 2.6 and 2.7, if any employee of the Supplier who is not identified in the Supplier's Final Transferring Supplier Employee List claims, or it is determined in relation to any employees of the Supplier, that their contract of employment has been transferred from the Supplier to the Replacement Supplier and/or Replacement Subcontractor pursuant to the Employment Regulations then:
 - 2.5.1 the Replacement Supplier and/or Replacement Subcontractor will, within five (5) Working Days of becoming aware of that fact, notify the Buyer and the Supplier in writing;
 - 2.5.2 the Supplier may offer employment to such person, or take such other steps as it considered appropriate to resolve the matter, within fifteen (15) Working Days of receipt of notice from the Replacement Supplier and/or Replacement Subcontractor or take such other reasonable steps as it considers appropriate to deal with the matter provided always that such steps are in compliance with Law;
 - 2.5.3 if such offer of employment is accepted, or if the situation has otherwise been resolved by the Supplier or a Subcontractor, the Replacement Supplier and/or Replacement Subcontractor shall immediately release the person from its employment or alleged employment;
 - 2.5.4 if after the period referred to in Paragraph 2.5.2 no such offer has been made, or such offer has been made but not accepted, or the situation has not otherwise been resolved, the Replacement Supplier and/or Replacement Subcontractor may within 5 Working Days give notice to terminate the employment of such person; and subject to the Replacement Supplier's and/or Replacement Subcontractor's compliance with Paragraphs 2.5.1 to 2.5.4 the Supplier will indemnify the Replacement Supplier and/or Replacement Subcontractor against all Employee Liabilities arising out of the termination of the employment of any of the Supplier's employees referred to in Paragraph 2.5 provided that the Replacement Supplier takes, or shall procure that the Replacement Subcontractor takes, all reasonable steps to minimise any such Employee Liabilities.
- 2.6 The indemnity in Paragraph 2.5 shall not apply to:
 - 2.6.1 any claim for:
 - (a) discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief; or
 - (b) equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees,

- arising as a result of any alleged act or omission of the Replacement Supplier and/or Replacement Subcontractor; or
- 2.6.2 any claim that the termination of employment was unfair because the Replacement Supplier and/or Replacement Subcontractor neglected to follow a fair dismissal procedure.
- 2.7 The indemnity in Paragraph 2.5 shall not apply to any termination of employment occurring later than six (6) Months from the Service Transfer Date.
- 2.8 If at any point the Replacement Supplier and/or Replacement Subcontractor accepts the employment of any such person as is described in Paragraph 2.5, such person shall be treated as a Transferring Supplier Employee and Paragraph 2.5 shall cease to apply to such person.
- 2.9 The Supplier shall comply, and shall procure that each Subcontractor shall comply, with all its obligations under the Employment Regulations and shall perform and discharge, and shall procure that each Subcontractor shall perform and discharge, all its obligations in respect of any person identified in the Supplier's Final Supplier Staff List before and on the Service Transfer Date (including the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions and such sums due as a result of any Fair Deal Employees' participation in the Schemes and any requirement to set up a broadly comparable pension scheme which in any case are attributable in whole or in part in respect of the period up to (and including) the Service Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between:
- 2.9.1 the Supplier and/or any Subcontractor; and
- 2.9.2 the Replacement Supplier and/or the Replacement Subcontractor.
- 2.10 The Supplier shall promptly provide the Buyer and any Replacement Supplier and/or Replacement Subcontractor, in writing such information as is necessary to enable the Buyer, the Replacement Supplier and/or Replacement Subcontractor to carry out their respective duties under regulation 13 of the Employment Regulations. The Buyer shall procure that the Replacement Supplier and/or Replacement Subcontractor, shall promptly provide to the Supplier and each Subcontractor in writing such information as is necessary to enable the Supplier and each Subcontractor to carry out their respective duties under regulation 13 of the Employment Regulations.
- 2.11 Subject to Paragraph 2.12, the Buyer shall procure that the Replacement Supplier indemnifies the Supplier on its own behalf and on behalf of any Replacement Subcontractor and its Subcontractors against any Employee Liabilities arising from or as a result of:
- 2.11.1 any act or omission, whether occurring before, on or after the Service Transfer Date, of the Replacement Supplier and/or Replacement Subcontractor in respect of any Transferring Supplier Employee or any appropriate employee representative (as defined

- in the Employment Regulations) of any such Transferring Supplier Employee.
- 2.11.2 the breach or non-observance by the Replacement Supplier and/or Replacement Subcontractor on or after the Service Transfer Date of:
- (a) any collective agreement applicable to the Transferring Supplier Employees identified in the Supplier's Final Supplier Staff List; and/or
 - (b) any custom or practice in respect of any Transferring Supplier Employees identified in the Supplier's Final Supplier Staff List which the Replacement Supplier and/or Replacement Subcontractor is contractually bound to honour;
- 2.11.3 any claim by any trade union or other body or person representing any Transferring Supplier Employees identified in the Supplier's Final Supplier Staff List arising from or connected with any failure by the Replacement Supplier and/or Replacement Subcontractor to comply with any legal obligation to such trade union, body or person arising on or after the Service Transfer Date;
- 2.11.4 any proposal by the Replacement Supplier and/or Replacement Subcontractor to change the terms and conditions of employment or working conditions of any Transferring Supplier Employees identified in the Supplier's Final Supplier Staff List on or after their transfer to the Replacement Supplier or Replacement Subcontractor (as the case may be) on the Service Transfer Date, or to change the terms and conditions of employment or working conditions of any person identified in the Supplier's Final Supplier Staff List who would have been a Transferring Supplier Employee but for their resignation (or decision to treat their employment as terminated under regulation 4(9) of the Employment Regulations) before the Service Transfer Date as a result of or for a reason connected to such proposed changes;
- 2.11.5 any statement communicated to or action undertaken by the Replacement Supplier or Replacement Subcontractor to, or in respect of, any Transferring Supplier Employee identified in the Supplier's Final Supplier Staff List on or before the Service Transfer Date regarding the Relevant Transfer which has not been agreed in advance with the Supplier in writing;
- 2.11.6 any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:
- (a) in relation to any Transferring Supplier Employee identified in the Supplier's Final Supplier Staff List, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising on and after the Service Transfer Date; and

- (b) in relation to any employee who is not a Transferring Supplier Employee identified in the Supplier's Final Supplier Staff List, and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer their employment from the Supplier or Subcontractor, to the Replacement Supplier or Replacement Subcontractor to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising on and after the Service Transfer Date;
- 2.11.7 a failure of the Replacement Supplier or Replacement Subcontractor to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Supplier Employees identified in the Supplier's Final Supplier Staff List in respect of the period from (and including) the Service Transfer Date; and
- 2.11.8 any claim made by or in respect of a Transferring Supplier Employee identified in the Supplier's Final Supplier Staff List or any appropriate employee representative (as defined in the Employment Regulations) of any such Transferring Supplier Employee relating to any act or omission of the Replacement Supplier or Replacement Subcontractor in relation to obligations under regulation 13 of the Employment Regulations.
- 2.12 The indemnity in Paragraph 2.11 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Supplier and/or any Subcontractor (as applicable) whether occurring or having its origin before, on or after the Service Transfer Date, including any Employee Liabilities arising from the failure by the Supplier and/or any Subcontractor (as applicable) to comply with its obligations under the Employment Regulations, or to the extent the Employee Liabilities arise out of the termination of employment of any person who is not identified in the Supplier's Final Supplier Staff List in accordance with Paragraph 2.5 (and subject to the limitations set out in Paragraphs 2.6 and 2.7 above).

Annex E1: List of Notified Subcontractors

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Annex E2: Staffing Information

EMPLOYEE INFORMATION (ANONYMISED)

The Buyer will provide to the Supplier a template to collect information pertaining to employees performing the relevant services to help plan for a potential TUPE transfer.

Schedule 8 (Implementation Plan and Testing)

Part A – Implementation

1. Definitions

- 1.1 In this Schedule, the following words shall have the following meanings and they shall supplement Schedule 1 (Definitions):

“Delay”	(a) a delay in the Achievement of a Milestone by its Milestone Date; or (b) a delay in the design, development, testing or implementation of a Deliverable by the relevant date set out in the Implementation Plan;
“Deliverable Item”	an item or feature in the supply of the Deliverables delivered or to be delivered by the Supplier at or before a Milestone Date listed in the Implementation Plan;
“Implementation Period”	has the meaning given to it in Paragraph 7.1;
“Milestone Payment”	a payment identified in the Implementation Plan to be made following the issue of a Satisfaction Certificate in respect of Achievement of the relevant Milestone;

2. Agreeing and following the Implementation Plan

- 2.1 A draft of the Implementation Plan is set out in the Annex to this Schedule. The Supplier shall provide a further draft Implementation Plan within 30 days after the Start Date.
- 2.2 The draft Implementation Plan:
- 2.2.1 must contain information at the level of detail necessary to manage the implementation stage effectively and as the Buyer may otherwise require; and
- 2.2.2 it shall take account of all dependencies known to, or which should reasonably be known to, the Supplier.
- 2.3 Following receipt of the draft Implementation Plan from the Supplier, the Parties shall use reasonable endeavours to agree the contents of the Implementation Plan. If the Parties are unable to agree the contents of the Implementation Plan within twenty (20) Working Days of its submission, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.
- 2.4 The Supplier shall provide each of the Deliverable Items identified in the Implementation Plan by the date assigned to that Deliverable Item in the Implementation Plan so as to ensure that each Milestone identified in the Implementation Plan is Achieved on or before its Milestone Date.
- 2.5 The Supplier shall monitor its performance against the Implementation Plan and Milestones (if any) and report to the Buyer on such performance.

3. Reviewing and changing the Implementation Plan

- 3.1 Subject to Paragraph 4.3, the Supplier shall keep the Implementation Plan under review in accordance with the Buyer's instructions and ensure that it is updated on a regular basis.
- 3.2 The Buyer shall have the right to require the Supplier to include any reasonable changes or provisions in each version of the Implementation Plan.
- 3.3 Changes to any Milestones, Milestone Payments and Delay Payments shall only be made in accordance with the Variation Procedure.
- 3.4 Time in relation to compliance with the Implementation Plan shall be of the essence and failure of the Supplier to comply with the Implementation Plan shall be a Material Default.

4. Security requirements before the Start Date

- 4.1 The Supplier shall note that it is incumbent upon them to understand the lead-in period for security clearances and ensure that all Supplier Staff have the necessary security clearance in place before the Start Date. The Supplier shall ensure that this is reflected in their Implementation Plan.
- 4.2 The Supplier shall ensure that all Supplier Staff and Subcontractors do not access the Buyer's IT systems, or any IT systems linked to the Buyer, unless they have satisfied the Buyer's security requirements.
- 4.3 The Supplier shall be responsible for providing all necessary information to the Buyer to facilitate security clearances for Supplier Staff and Subcontractors in accordance with the Buyer's requirements.
- 4.4 The Supplier shall provide the names of all Supplier Staff and Subcontractors and inform the Buyer of any alterations and additions as they take place throughout the Contract Period.
- 4.5 The Supplier shall ensure that all Supplier Staff and Subcontractors requiring access to the Buyer Premises have the appropriate security clearance. It is the Supplier's responsibility to establish whether or not the level of clearance will be sufficient for access. Unless prior approval has been received from the Buyer, the Supplier shall be responsible for meeting the costs associated with the provision of security cleared escort services.
- 4.6 If a property requires Supplier Staff or Subcontractors to be accompanied by the Buyer's Authorised Representative, the Buyer must be given reasonable notice of such a requirement, except in the case of emergency access.

5. What to do if there is a Delay

- 5.1 If the Supplier becomes aware that there is, or there is reasonably likely to be, a Delay under this Contract it shall:
 - 5.1.1 notify the Buyer as soon as practically possible and no later than within two (2) Working Days from becoming aware of the Delay or anticipated Delay;
 - 5.1.2 include in its notification an explanation of the actual or anticipated impact of the Delay;
 - 5.1.3 comply with the Buyer's instructions in order to address the impact of the Delay or anticipated Delay; and

- 5.1.4 use all reasonable endeavours to eliminate or mitigate the consequences of any Delay or anticipated Delay.

6. Compensation for a Delay

- 6.1 If Delay Payments have been included in the Implementation Plan and a Milestone has not been achieved by the relevant Milestone Date, the Supplier shall pay to the Buyer such Delay Payments (calculated as set out by the Buyer in the Implementation Plan) and the following provisions shall apply:
 - 6.1.1 the Supplier acknowledges and agrees that any Delay Payment is a price adjustment and not an estimate of the Loss that may be suffered by the Buyer as a result of the Supplier's failure to Achieve the corresponding Milestone;
 - 6.1.2 Delay Payments shall be the Buyer's exclusive financial remedy for the Supplier's failure to Achieve a Milestone by its Milestone Date except where:
 - (a) the Buyer is also entitled to or does terminate this Contract pursuant to Clause 14.4 (When the Buyer can end the contract); or
 - (b) the delay exceeds the number of days (the "**Delay Period Limit**") specified in the Implementation Plan commencing on the relevant Milestone Date;
 - 6.1.3 the Delay Payments will accrue on a daily basis from the relevant Milestone Date until the date when the Milestone is Achieved;
 - 6.1.4 no payment or other act or omission of the Buyer shall in any way affect the rights of the Buyer to recover the Delay Payments or be deemed to be a waiver of the right of the Buyer to recover any such damages; and
 - 6.1.5 Delay Payments shall not be subject to or count towards any limitation on liability set out in Clause 15 (How much you can be held responsible for).

7. Implementation Plan

- 7.1 The Implementation Period will be a period of no more than 12 months from the Start Date.
- 7.2 During the Implementation Period, the incumbent supplier shall retain full responsibility for all existing services until 31st March 2024 or as otherwise formally agreed with the Buyer. The Supplier's full service obligations shall formally be assumed on the Start Date as set out in Award Form.
- 7.3 In accordance with the Implementation Plan, the Supplier shall:
 - 7.3.1 work cooperatively and in partnership with the Buyer and incumbent supplier, where applicable, to understand the scope of Services to ensure a mutually beneficial handover of the Services;
 - 7.3.2 work with the incumbent supplier and Buyer to assess the scope of the Services and prepare a plan which demonstrates how they will mobilise the Services;
 - 7.3.3 liaise with the incumbent supplier to enable the full completion of the Implementation Period activities; and

- 7.3.4 produce an Implementation Plan, to be agreed by the Buyer, for carrying out the requirements within the Implementation Period including, key Milestones and dependencies.
- 7.4 The Implementation Plan will include detail stating:
 - 7.4.1 how the Supplier will work with the incumbent supplier and the Buyer Authorised Representative to capture and load up information such as asset data; and
 - 7.4.2 a communications plan, to be produced and implemented by the Supplier, but to be agreed with the Buyer, including the frequency, responsibility for and nature of communication with the Buyer and end users of the Services.
- 7.5 In addition, the Supplier shall:
 - 7.5.1 appoint a Supplier Authorised Representative who shall be responsible for the management of the Implementation Period, to ensure that the Implementation Period is planned and resourced adequately, and who will act as a point of contact for the Buyer;
 - 7.5.2 mobilise all the Services specified in the Specification within this Contract;
 - 7.5.3 produce an Implementation Plan report for each Buyer Premises to encompass programmes that will fulfil all the Buyer's obligations to landlords and other tenants:
 - (a) the format of reports and programmes shall be in accordance with the Buyer's requirements and particular attention shall be paid to establishing the operating requirements of the occupiers when preparing these programmes which are subject to the Buyer's approval; and
 - (b) the Parties shall use reasonable endeavours to agree the contents of the report but if the Parties are unable to agree the contents within twenty (20) Working Days of its submission by the Supplier to the Buyer, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.
 - 7.5.4 manage and report progress against the Implementation Plan;
 - 7.5.5 construct and maintain an Implementation risk and issue register in conjunction with the Buyer detailing how risks and issues will be effectively communicated to the Buyer in order to mitigate them;
 - 7.5.6 attend progress meetings (frequency of such meetings shall be as set out in the Award Form) in accordance with the Buyer's requirements during the Implementation Period. Implementation meetings shall be chaired by the Buyer and all meeting minutes shall be kept and published by the Supplier; and
 - 7.5.7 ensure that all risks associated with the Implementation Period are minimised to ensure a seamless change of control between incumbent supplier and the Supplier.

Annex 1: Implementation Plan

REDACTED under FOIA Section 43 (Commercial Interest)

The implementation plan, embedded directly above, is a separate document that will be kept under review by the Parties in accordance with the terms of this Schedule 8.

Part B – Testing

Not Used

Schedule 10 (Service Levels)

1. Definitions

- 1.1 In this Schedule, the following words shall have the following meanings and they shall supplement Schedule 1 (Definitions):

“Critical Service Level Failure”	has the meaning given to it in the Award Form;
“Recruitment Period”	Means in the first year of the contract the period from April 2024 for a period of approximately 7 weeks. For subsequent contract years, there will be two recruitment windows in February and May lasting up to 7 weeks.
“Recruitment Period Service Fee”	means the charges payable to the Supplier during a Recruitment Period.
“Service Credits”	any service credits specified in the Annex to Part A of this Schedule being payable by the Supplier to the Buyer in respect of any failure by the Supplier to meet one or more Service Levels;
“Service Credit Cap”	has the meaning given to it in the Award Form;
“Service Level Failure”	means a failure to meet the Service Level Performance Measure in respect of a Service Level;
“Service Level Performance Measure”	shall be as set out against the relevant Service Level in the Annex to Part A of this Schedule; and
“Service Level Threshold”	shall be as set out against the relevant Service Level in the Annex to Part A of this Schedule.
“Quarterly Period”	means a 3 month period. The first 3 month period will commence on the Programme Delivery Start Date.
“Quarterly Service Fee”	Means the Service Fee Charges payable to the Supplier within a Quarterly Period.

2. What happens if you don't meet the Service Levels

- 2.1 The Supplier shall at all times provide the Deliverables to meet or exceed the Service Level Performance Measure for each Service Level.
- 2.2 The Supplier acknowledges that any Service Level Failure shall entitle the Buyer to the rights set out in Part A of this Schedule including the right to any Service Credits and that any Service Credit is a price adjustment and not an estimate of the Loss that may be suffered by the Buyer as a result of the Supplier's failure to meet any Service Level Performance Measure.
- 2.3 The Supplier shall send Performance Monitoring Reports to the Buyer detailing the level of service which was achieved in accordance with the provisions of Part B (Performance Monitoring) of this Schedule.

- 2.4 A Service Credit shall be the Buyer's exclusive financial remedy for a Service Level Failure except where:
- 2.4.1 the Supplier has over the previous twelve (12) Month period exceeded the Service Credit Cap; and/or
 - 2.4.2 the Service Level Failure:
 - (a) exceeds the relevant Service Level Threshold;
 - (b) has arisen due to a Prohibited Act or wilful Default by the Supplier;
 - (c) results in the corruption or loss of any Government Data; and/or
 - (d) results in the Buyer being required to make a compensation payment to one or more third parties; and/or
 - 2.4.3 the Buyer is also entitled to or does terminate this Contract pursuant to Clause 14.4 of the Core Terms (When the Buyer can end the contract).
- 2.5 Not more than once in each Contract Year, the Buyer may, on giving the Supplier at least three (3) Months' notice, change the weighting of Service Level Performance Measure in respect of one or more Service Levels and the Supplier shall not be entitled to object to, or increase the Charges as a result of such changes, provided that:
- 2.5.1 the total number of Service Levels for which the weighting is to be changed does not exceed the number applicable as at the Start Date;
 - 2.5.2 the principal purpose of the change is to reflect changes in the Buyer's business requirements and/or priorities or to reflect changing industry standards; and
 - 2.5.3 there is no change to the Service Credit Cap.

3. Critical Service Level Failure

On the occurrence of a Critical Service Level Failure:

- 3.1 any Service Credits that would otherwise have accrued during the relevant Service Period shall not accrue; and
- 3.2 the Buyer shall (subject to the Service Credit Cap) be entitled to withhold and retain as compensation a sum equal to any Charges which would otherwise have been due to the Supplier in respect of that Service Period ("**Compensation for Critical Service Level Failure**"),

provided that the operation of this Paragraph 3 shall be without prejudice to the right of the Buyer to terminate this Contract and/or to claim damages from the Supplier for Material Default.

Part A: Service Levels and Service Credits

1. Service Levels

If the level of performance of the Supplier:

1.1 is likely to or fails to meet any Service Level Performance Measure; or

1.2 is likely to cause or causes a Critical Service Level Failure to occur,

the Supplier shall immediately notify the Buyer in writing and the Buyer, in its absolute discretion and without limiting any other of its rights, may:

- 1.2.1 require the Supplier to immediately take all remedial action that is reasonable to mitigate the impact on the Buyer and to rectify or prevent a Service Level Failure or Critical Service Level Failure from taking place or recurring;
- 1.2.2 instruct the Supplier to comply with the Rectification Plan Process;
- 1.2.3 if a Service Level Failure has occurred, deduct the applicable Service Credits payable by the Supplier to the Buyer; and/or
- 1.2.4 if a Critical Service Level Failure has occurred, exercise its right to Compensation for Critical Service Level Failure (including the right to terminate for Material Default and the consequences of termination in Clause 14.5.1 shall apply).

2. Service Credits

- 2.1 The Buyer shall use the Performance Monitoring Reports supplied by the Supplier to verify the calculation and accuracy of the Service Credits, if any, applicable to each Service Period.
- 2.2 Service Credits are a reduction of the amounts payable in respect of the Deliverables and do not include VAT. The Supplier shall set-off the value of any Service Credits against the appropriate invoice in accordance with calculation formula in the Annex to Part A of this Schedule.

Annex A to Part A: Service Levels and Service Credits Table

Key Performance Indicators (also referred to as 'Service Levels' in this Contract)						
Performance against the below KPIs will be monitored via the performance monitoring report at monthly performance review meetings.						
A	B	C	D	E	F	G
KPI No.	Service Level Performance Criterion	Key Indicator	KPI Performance Measure	Frequency of Monitoring	Service period	Service Credit Applied and Service Credit Caps
1	Participants recruited onto the Aspirant strand	Participant enrolment data	<p>At least 90% of the minimum 30 participants in the first Programme Delivery period.</p> <p>At least 90% of the minimum 40 participants in subsequent Programme Delivery Periods.</p>	Annually (or in line with cohort intakes if more than 1).	As defined by Recruitment Period.	<p>Application of Service Credits for this KPI will not apply in the first Programme Delivery Period for the Aspirant strand.</p> <p>For subsequent Programme Delivery Periods, Service Credits will be calculated based on the Service Fee amount payable within the Recruitment Period in which the KPI Failure occurred.</p> <p>Service Credits will be applied as follows:</p> <p>i) A 2% reduction to the Recruitment Period Service Fee for enrolment of 34-35 participants; or</p>

Key Performance Indicators (also referred to as 'Service Levels' in this Contract)						
Performance against the below KPIs will be monitored via the performance monitoring report at monthly performance review meetings.						
A	B	C	D	E	F	G
KPI No.	Service Level Performance Criterion	Key Indicator	KPI Performance Measure	Frequency of Monitoring	Service period	Service Credit Applied and Service Credit Caps
						ii) A 4% reduction to the Recruitment Period Service Fee for enrolment of 32-33 participants; or iii) A 6% reduction to the Recruitment Period Service Fee for enrolment of 30-31 participants; or iv) An 8% reduction to the Recruitment Period Service Fee for enrolment of 28-29 participants. v) A 10% reduction to the Recruitment Period Service Fee for enrolment of 26-27 participants). Recruiting 25 participants or less will be considered a Critical Service

Key Performance Indicators (also referred to as 'Service Levels' in this Contract)						
Performance against the below KPIs will be monitored via the performance monitoring report at monthly performance review meetings.						
A	B	C	D	E	F	G
KPI No.	Service Level Performance Criterion	Key Indicator	KPI Performance Measure	Frequency of Monitoring	Service period	Service Credit Applied and Service Credit Caps
						Failure. This Service Credit will be deducted from the next applicable invoice.
2	Participants retention throughout programme duration: <ul style="list-style-type: none"> • on DCS strand • on Aspirant strand 	Participant recruitment/ enrolment data	At least 90% of Aspirant participants complete the programme and 90% of full time, permanent DCSs enrolled do not withdraw from the programme. At least 90% who are interim/temporarily promoted enrolled do not withdraw from the programme during the length of their tenure, or	Monthly reporting	Annually	Failure to achieve this KPI will be considered a Critical Service Failure.

Key Performance Indicators (also referred to as 'Service Levels' in this Contract)

Performance against the below KPIs will be monitored via the performance monitoring report at monthly performance review meetings.

A	B	C	D	E	F	G
KPI No.	Service Level Performance Criterion	Key Indicator	KPI Performance Measure	Frequency of Monitoring	Service period	Service Credit Applied and Service Credit Caps
			during their first 12 months in role.			
3	Contact with and offer of place on the DCS strand within 10 working days of the participant's first day in the DCS role	Participant enrolment data	100% at all times	Monthly	Monthly	<p>Service Credits will be calculated based on the Service Fee amount payable within the period in which the KPI Failure occurred.</p> <p>Service Credits will be applied as follows:</p> <ul style="list-style-type: none"> i) A 1% reduction to the Service Fee for contact made 11 working days and beyond from the first day in the DCS role (regardless of no. Participants)

Key Performance Indicators (also referred to as 'Service Levels' in this Contract)						
Performance against the below KPIs will be monitored via the performance monitoring report at monthly performance review meetings.						
A	B	C	D	E	F	G
KPI No.	Service Level Performance Criterion	Key Indicator	KPI Performance Measure	Frequency of Monitoring	Service period	Service Credit Applied and Service Credit Caps
						<p>This Service Credit will be deducted from the next applicable invoice.</p> <p>A repeated failure of this KPI over a consecutive three month period will be considered a Critical Service Failure.</p>
4A	<p>Participant satisfaction:</p> <ul style="list-style-type: none"> on DCS strand <p>In line with reporting requirements outlined in the specification section 6 – Management Information, Performance and Risk Management</p>	Participant survey data	An average of at least 65% in the first Programme Delivery Period, and 80% for subsequent Programme Delivery Periods of participants responding positively to key questions on participant satisfaction	Quarterly during Programme Delivery period	Quarterly	<p>Application of Service Credits for this KPI will not apply until the second quarter of the Programme Delivery Period.</p> <p>From quarter 2 of the first Programme Delivery Period, Service Credits will be applied as follows:</p> <ul style="list-style-type: none"> i) A 2% reduction to the Quarterly Service Fee for achievement of 55-64% satisfaction; or

Key Performance Indicators (also referred to as 'Service Levels' in this Contract)						
Performance against the below KPIs will be monitored via the performance monitoring report at monthly performance review meetings.						
A	B	C	D	E	F	G
KPI No.	Service Level Performance Criterion	Key Indicator	KPI Performance Measure	Frequency of Monitoring	Service period	Service Credit Applied and Service Credit Caps
			feedback as outlined in the specification			ii) A 4% reduction to the Quarterly Service Fee for achievement of 45-54% satisfaction; or iii) A 6% reduction to the Quarterly Service Fee for achievement of 35-44% satisfaction. For subsequent Programme Delivery Periods, Service Credits will be calculated based on the Quarterly Service Fee amount payable within the period in which the KPI Failure occurred. Service Credits will be applied as follows: iv) A 2% reduction to the Quarterly Service Fee for achievement of 70-79% satisfaction; or
iv	Participant satisfaction: <ul style="list-style-type: none"> on Aspirant strand In line with reporting requirements outlined in the specification section 6 – Management Information, Performance and Risk Management	Participant survey data	An average of at least 80% of participants responding positively to key questions on participant satisfaction feedback as outlined in the specification	Quarterly during Programme Delivery Period		

Key Performance Indicators (also referred to as 'Service Levels' in this Contract)						
Performance against the below KPIs will be monitored via the performance monitoring report at monthly performance review meetings.						
A	B	C	D	E	F	G
KPI No.	Service Level Performance Criterion	Key Indicator	KPI Performance Measure	Frequency of Monitoring	Service period	Service Credit Applied and Service Credit Caps
						<p>v) A 4% reduction to the Quarterly Service Fee for achievement of 60-69% satisfaction; or</p> <p>vi) A 6% reduction to the Quarterly Service Fee for achievement of 50-59% satisfaction.</p> <p>Achieving results within any of the specified ranges above in 2 consecutive Quarterly Periods, or achieving a score of 49% or below in a single occurrence will be considered a Critical Service Failure.</p>
5	Aspirant and DCS employer satisfaction in line with reporting requirements outlined in the	Employer survey data	An average of at least 80% of respondents responding	Annually	Annually	n/a

Key Performance Indicators (also referred to as ‘Service Levels’ in this Contract)						
Performance against the below KPIs will be monitored via the performance monitoring report at monthly performance review meetings.						
A	B	C	D	E	F	G
KPI No.	Service Level Performance Criterion	Key Indicator	KPI Performance Measure	Frequency of Monitoring	Service period	Service Credit Applied and Service Credit Caps
	specification section 6 - Management Information, Performance and Risk Management		positively to key questions on employer satisfaction			
6	Diversity on the Aspirant strand broken down by: <ul style="list-style-type: none"> Protected characteristics Socio-economic groups Proportion of participants from non-CSC backgrounds 	Applicant and participant data	% Increase of Applicants based on: Under-representation by reference to Protected Characteristic and/or Socio-Economic and non-CSC backgrounds as a proportion of total Aspirants per Programme Delivery Period:	Annually (or in line with cohort intakes if more than 1)	Annually (or in line with cohort intakes if more than 1)	n/a

Key Performance Indicators (also referred to as ‘Service Levels’ in this Contract)						
Performance against the below KPIs will be monitored via the performance monitoring report at monthly performance review meetings.						
A	B	C	D	E	F	G
KPI No.	Service Level Performance Criterion	Key Indicator	KPI Performance Measure	Frequency of Monitoring	Service period	Service Credit Applied and Service Credit Caps
			Cohort (s) 2024 – Baseline Cohort(s) 2025 –[% to be agreed]			
7	Timely reporting for all KPIs as outlined in schedule 10, Part B of the contract and the reporting requirements outlined in specification section 6 – Management Information, Performance and Risk Management	Receipt of MI reporting	All reporting within 3 days of requirements	Monthly	Monthly	Service Credits will be calculated based on the Service Fee amount payable within the period in which the KPI Failure occurred. Service Credits will be applied as follows:

Key Performance Indicators (also referred to as 'Service Levels' in this Contract)						
Performance against the below KPIs will be monitored via the performance monitoring report at monthly performance review meetings.						
A	B	C	D	E	F	G
KPI No.	Service Level Performance Criterion	Key Indicator	KPI Performance Measure	Frequency of Monitoring	Service period	Service Credit Applied and Service Credit Caps
						i) A 1% reduction to the Service Fee for 3-5 working day delay; or ii) a 2% reduction to the Monthly Service Fee for a 6-10 working day delay; or iii) A 3% reduction to the Monthly Service Fee for a 11-20 working day delay. No critical Service Failure applicable.
8	We will assess participants readiness to take on the role of being a DCS by reviewing their readiness for	Participant Survey data included in quarterly reporting of	90% of Participants have a greater understanding of the DCS role to make an	Quarterly	Duration of programme strand September to March.	n/a

Key Performance Indicators (also referred to as 'Service Levels' in this Contract)**Performance against the below KPIs will be monitored via the performance monitoring report at monthly performance review meetings.**

A	B	C	D	E	F	G
KPI No.	Service Level Performance Criterion	Key Indicator	KPI Performance Measure	Frequency of Monitoring	Service period	Service Credit Applied and Service Credit Caps
	a DCS post and growth during the programme.	satisfaction rates	informed decision on career progression.			
9	Social Value KPI Workforce progression 80% of employees on funded programmes or with release time for professional learning.	Quarterly reporting	During the Contract Period 80% of substantive employees will undertake training or have release time for professional learning.	To be monitored quarterly but measured at the end of the Contract Period.	Duration of contract	n/a

Part B: Performance Monitoring

1. Performance Monitoring and Performance Review

- 1.1 Within twenty (20) Working Days of the Effective Date the Supplier shall provide the Buyer with details of how the process in respect of the monitoring and reporting of Service Levels will operate between the Parties and the Parties will endeavour to agree such process as soon as reasonably possible.
- 1.2 The Supplier shall provide the Buyer with performance monitoring reports ("**Performance Monitoring Reports**") in accordance with the process and timescales agreed pursuant to Paragraph 1.1 of Part B of this Schedule which shall contain, as a minimum, the following information in respect of the relevant Service Period just ended:
 - 1.2.1 for each Service Level, the actual performance achieved over the Service Level for the relevant Service Period;
 - 1.2.2 a summary of all failures to achieve Service Levels that occurred during that Service Period;
 - 1.2.3 details of any Critical Service Level Failures;
 - 1.2.4 for any repeat failures, actions taken to resolve the underlying cause and prevent recurrence;
 - 1.2.5 the Service Credits to be applied in respect of the relevant period indicating the failures and Service Levels to which the Service Credits relate; and
 - 1.2.6 such other details as the Buyer may reasonably require from time to time.
- 1.3 The Parties shall attend meetings to discuss Performance Monitoring Reports ("**Performance Review Meetings**") on a Monthly basis. The Performance Review Meetings will be the forum for the review by the Supplier and the Buyer of the Performance Monitoring Reports. The Performance Review Meetings shall:
 - 1.3.1 take place within one (1) week of the Performance Monitoring Reports being issued by the Supplier at such location and time (within normal business hours) as the Buyer shall reasonably require;
 - 1.3.2 be attended by the Supplier's Representative and the Buyer's Representative; and
 - 1.3.3 be fully minuted by the Supplier and the minutes will be circulated by the Supplier to all attendees at the relevant meeting and also to the Buyer's Representative and any other recipients agreed at the relevant meeting.
- 1.4 The minutes of the preceding Month's Performance Review Meeting will be agreed and signed by both the Supplier's Representative and the Buyer's Representative at each meeting.
- 1.5 The Supplier shall provide to the Buyer such documentation as the Buyer may reasonably require in order to verify the level of the performance by the Supplier and the calculations of the amount of Service Credits for any specified Service Period.

2. Satisfaction Surveys

The Buyer may undertake satisfaction surveys in respect of the Supplier's provision of the Deliverables. The Buyer shall be entitled to notify the Supplier of any aspects of their performance of the provision of the Deliverables which the responses to the Satisfaction Surveys reasonably suggest are not in accordance with this Contract.

Schedule 11 (Continuous Improvement)

1. SUPPLIER'S OBLIGATIONS

- 1.1 The Supplier must, throughout the Contract Period, identify new or potential improvements to the provision of the Deliverables with a view to reducing the Buyer's costs (including the Charges) and/or improving the quality and efficiency of the Deliverables and their supply to the Buyer.
- 1.2 The Supplier must adopt a policy of continuous improvement in relation to the Deliverables, which must include regular reviews with the Buyer of the Deliverables and the way it provides them, with a view to reducing the Buyer's costs (including the Charges) and/or improving the quality and efficiency of the Deliverables. The Supplier and the Buyer must provide each other with any information relevant to meeting this objective.
- 1.3 In addition to Paragraph 1.1, the Supplier shall produce at the start of each Contract Year a plan for improving the provision of Deliverables and/or reducing the Charges (without adversely affecting the performance of this Contract) during that Contract Year ("**Continuous Improvement Plan**") for the Buyer's Approval. The Continuous Improvement Plan must include, as a minimum, proposals:
 - 1.3.1 identifying the emergence of relevant new and evolving technologies;
 - 1.3.2 changes in business processes of the Supplier or the Buyer and ways of working that would provide cost savings and/or enhanced benefits to the Buyer (such as methods of interaction, supply chain efficiencies, reduction in energy consumption and methods of sale);
 - 1.3.3 new or potential improvements to the provision of the Deliverables including the quality, responsiveness, procedures, benchmarking methods, likely performance mechanisms and customer support services in relation to the Deliverables; and
 - 1.3.4 measuring and reducing the sustainability impacts of the Supplier's operations and supply-chains relating to the Deliverables, and identifying opportunities to assist the Buyer in meeting their sustainability objectives.
- 1.4 The initial Continuous Improvement Plan for the first (1st) Contract Year shall be submitted by the Supplier to the Buyer for Approval within six (6) Months following the Effective Date.
- 1.5 The Buyer shall notify the Supplier of its Approval or rejection of the proposed Continuous Improvement Plan or any updates to it within twenty (20) Working Days of receipt. If it is rejected then the Supplier shall, within ten (10) Working Days of receipt of notice of rejection, submit a revised Continuous Improvement Plan reflecting the changes required. Once Approved, it becomes the Continuous Improvement Plan for the purposes of this Contract.
- 1.6 The Supplier must provide sufficient information with each suggested improvement to enable a decision on whether to implement it. The Supplier shall provide any further information as requested.
- 1.7 If the Buyer wishes to incorporate any improvement into this Contract, it must request a Variation in accordance with the Variation Procedure and the Supplier must implement such Variation at no additional cost to the Buyer.

- 1.8 Once the first Continuous Improvement Plan has been Approved in accordance with Paragraph 1.5:
 - 1.8.1 the Supplier shall use all reasonable endeavours to implement any agreed deliverables in accordance with the Continuous Improvement Plan; and
 - 1.8.2 the Parties agree to meet as soon as reasonably possible following the start of each quarter (or as otherwise agreed between the Parties) to review the Supplier's progress against the Continuous Improvement Plan.
- 1.9 The Supplier shall update the Continuous Improvement Plan as and when required but at least once every Contract Year (after the first (1st) Contract Year) in accordance with the procedure and timescales set out in Paragraph 1.3.
- 1.10 All costs relating to the compilation or updating of the Continuous Improvement Plan and the costs arising from any improvement made pursuant to it and the costs of implementing any improvement, shall have no effect on and are included in the Charges.
- 1.11 Should the Supplier's costs in providing the Deliverables to the Buyer be reduced as a result of any changes implemented, all of the cost savings shall be passed on to the Buyer by way of a consequential and immediate reduction in the Charges for the Deliverables.
- 1.12 At any time during the Contract Period of this Contract, the Supplier may make a proposal for gainshare. If the Buyer deems gainshare to be applicable then the Supplier shall update the Continuous Improvement Plan so as to include details of the way in which the proposal shall be implemented in accordance with an agreed gainshare ratio.

Schedule 12 (Benchmarking)

1. DEFINITIONS

1.1 In this Schedule, the following expressions shall have the following meanings:

"Benchmark Review"	a review of the Deliverables carried out in accordance with this Schedule to determine whether those Deliverables represent Good Value;
"Benchmarked Deliverables"	Any Deliverables included within the scope of a Benchmark Review pursuant to this Schedule;
"Benchmarked Rates"	the Charges for Benchmarked Deliverables;
"Comparable Rates"	the Charges for Comparable Deliverables;
"Comparable Deliverables"	deliverables that are identical or materially similar to the Benchmarked Deliverables (including in terms of scope, specification, volume and quality of performance) provided that if no identical or materially similar Deliverables exist in the market, the Supplier shall propose an approach for developing a comparable Deliverables benchmark;
"Comparison Group"	a sample group of organisations providing Comparable Deliverables which consists of organisations which are either of similar size to the Supplier or which are similarly structured in terms of their business and their service offering so as to be fair comparators with the Supplier or which, are best practice organisations;
"Equivalent Data"	data derived from an analysis of the Comparable Rates and/or the Comparable Deliverables (as applicable) provided by the Comparison Group;
"Good Value"	that the Benchmarked Rates are within the Upper Quartile; and
"Upper Quartile"	in respect of Benchmarked Rates, that based on an analysis of Equivalent Data, the Benchmarked Rates, as compared to the range of prices for Comparable Deliverables, are within the top 25% in terms of best value for money for the recipients of Comparable Deliverables.

2. WHEN YOU SHOULD USE THIS SCHEDULE

- 2.1 The Supplier acknowledges that the Buyer wishes to ensure that the Deliverables, represent value for money to the taxpayer throughout the Contract Period.
- 2.2 This Schedule sets out to ensure the Contract represents value for money throughout and that the Buyer may terminate the Contract by issuing a Termination Notice to the Supplier if the Supplier refuses or fails to comply with its obligations as set out in Paragraph 3 of this Schedule, in which case the consequences of termination set out in Clause 14.5.1 shall apply.
- 2.3 Amounts payable under this Schedule shall not fall with the definition of a Cost.

3. BENCHMARKING

3.1 How benchmarking works

- 3.1.1 The Buyer may, by written notice to the Supplier, require a Benchmark Review of any or all of the Deliverables.
- 3.1.2 The Buyer shall not be entitled to request a Benchmark Review during the first six (6) Month period from the Start Date or at intervals of less than twelve (12) Months after any previous Benchmark Review.
- 3.1.3 The purpose of a Benchmark Review will be to establish whether the Benchmarked Deliverables are, individually and/or as a whole, Good Value.
- 3.1.4 The Deliverables that are to be the Benchmarked Deliverables will be identified by the Buyer in writing.
- 3.1.5 Upon its request for a Benchmark Review the Buyer shall nominate a benchmarker. The Supplier must approve the nomination within ten (10) Working Days unless the Supplier provides a reasonable explanation for rejecting the appointment. If the appointment is rejected then the Buyer may propose an alternative benchmarker. If the Parties cannot agree the appointment within twenty (20) days of the initial request for Benchmark review then a benchmarker shall be selected by the Chartered Institute of Financial Accountants.
- 3.1.6 The cost of a benchmarker shall be borne by the Buyer (provided that each Party shall bear its own internal costs of the Benchmark Review) except where the Benchmark Review demonstrates that the Benchmarked Service and/or the Benchmarked Deliverables are not Good Value, in which case the Parties shall share the cost of the benchmarker in such proportions as the Parties agree (acting reasonably). Invoices by the benchmarker shall be raised against the Supplier and the relevant portion shall be reimbursed by the Buyer.

3.2 Benchmarking Process

- 3.2.1 The benchmarker shall produce and send to the Buyer, for Approval, a draft plan for the Benchmark Review which must include:
 - (a) a proposed cost and timetable for the Benchmark Review;
 - (b) a description of the benchmarking methodology to be used which must demonstrate that the methodology to be used is capable of fulfilling the benchmarking purpose; and

- (c) a description of how the benchmarker will scope and identify the Comparison Group.
- 3.2.2 The benchmarker, acting reasonably, shall be entitled to use any model to determine the achievement of value for money and to carry out the benchmarking.
- 3.2.3 The Buyer must give notice in writing to the Supplier within ten (10) Working Days after receiving the draft plan, advising the benchmarker and the Supplier whether it Approves the draft plan, or, if it does not approve the draft plan, suggesting amendments to that plan (which must be reasonable). If amendments are suggested then the benchmarker must produce an amended draft plan and this Paragraph 3.2.3 shall apply to any amended draft plan.
- 3.2.4 Once both Parties have approved the draft plan then they will notify the benchmarker. No Party may unreasonably withhold or delay its Approval of the draft plan.
- 3.2.5 Once it has received the Approval of the draft plan, the benchmarker shall:
 - (a) finalise the Comparison Group and collect data relating to Comparable Rates. The selection of the Comparable Rates (both in terms of number and identity) shall be a matter for the benchmarker's professional judgment using:
 - (A) information from other service providers to the Buyer;
 - (B) survey information;
 - (C) information from "in-house" providers to the Buyer to the extent that the benchmarker considers that they are valid comparators;
 - (D) market intelligence;
 - (E) the benchmarker's own data and experience;
 - (F) relevant published information; and
 - (G) pursuant to Paragraph 3.2.6 below, information from other suppliers or purchasers on Comparable Rates;
 - (b) by applying the adjustment factors listed in Paragraph 3.2.7 and from an analysis of the Comparable Rates, derive the Equivalent Data;
 - (c) using the Equivalent Data, calculate the Upper Quartile; and
 - (d) determine whether or not each Benchmarked Rate is, and/or the Benchmarked Rates as a whole are, Good Value.
- 3.2.6 The Supplier shall use all reasonable endeavours and act in good faith to supply information required by the benchmarker in order to undertake the benchmarking. The Supplier agrees to use its reasonable endeavours to obtain information from other suppliers or purchasers on Comparable Rates.
- 3.2.7 In carrying out the benchmarking analysis the benchmarker may have regard to the following matters when performing a comparative

assessment of the Benchmarked Rates and the Comparable Rates in order to derive Equivalent Data:

- (a) the contractual terms and business environment under which the Comparable Rates are being provided (including the scale and geographical spread of the customers);
- (b) exchange rates;
- (c) any other factors reasonably identified by the Supplier, which, if not taken into consideration, could unfairly cause the Supplier's pricing to appear non-competitive.

3.3 Benchmarking Report

3.3.1 For the purposes of this Schedule **"Benchmarking Report"** shall mean the report produced by the benchmarker following the Benchmark Review and as further described in this Schedule;

3.3.2 The benchmarker shall prepare a Benchmarking Report and deliver it to the Buyer, at the time specified in the plan Approved pursuant to Paragraph 3.2.3, setting out its findings. Those findings shall be required to:

- (a) include a finding as to whether or not a Benchmarked Service and/or whether the Benchmarked Deliverables as a whole are, Good Value;
- (b) if any of the Benchmarked Deliverables are, individually or as a whole, not Good Value, specify the changes that would be required to make that Benchmarked Service or the Benchmarked Deliverables as a whole Good Value; and
- (c) include sufficient detail and transparency so that the Party requesting the Benchmarking can interpret and understand how the Supplier has calculated whether or not the Benchmarked Deliverables are, individually or as a whole, Good Value.

3.3.3 The Parties agree that any changes required to this Contract identified in the Benchmarking Report shall be implemented at the direction of the Buyer in accordance with Clause 28 (Changing the contract).

Schedule 13 (Contract Management)

1. DEFINITIONS

In this Schedule, the following words shall have the following meanings and they shall supplement Schedule 1 (Definitions):

"Operational Board"	the board established in accordance with Paragraph 4.1 of this Schedule;
"Project Manager"	the manager appointed in accordance with Paragraph 2.1 of this Schedule;

2. PROJECT MANAGEMENT

- 2.1 The Supplier and the Buyer shall each appoint a Project Manager for the purposes of this Contract through whom the provision of the Services and the Deliverables shall be managed day-to-day.
- 2.2 The Parties shall ensure that appropriate resource is made available on a regular basis such that the aims, objectives and specific provisions of this Contract can be fully realised.
- 2.3 Without prejudice to Paragraph 4 below, the Parties agree to operate the boards specified as set out in the Annex to this Schedule.

3. ROLE OF THE SUPPLIER PROJECT MANAGER

- 3.1 The Supplier Project Manager shall be:
 - 3.1.1 the primary point of contact to receive communication from the Buyer and will also be the person primarily responsible for providing information to the Buyer;
 - 3.1.2 able to delegate his position to another person at the Supplier but must inform the Buyer before proceeding with the delegation and it will be delegated person's responsibility to fulfil the Project Manager's responsibilities and obligations;
 - 3.1.3 able to cancel any delegation and recommence the position himself; and
 - 3.1.4 replaced only after the Buyer has received notification of the proposed change.
- 3.2 The Buyer may provide revised instructions to the Supplier's Project Manager in regards to this Contract and it will be the Supplier Project Manager's responsibility to ensure the information is provided to the Supplier and the actions implemented.
- 3.3 Receipt of communication from the Supplier Project Manager by the Buyer does not absolve the Supplier from its responsibilities, obligations or liabilities under this Contract.

4. ROLE OF THE OPERATIONAL BOARD

- 4.1 The Operational Board shall be established by the Buyer for the purposes of this Contract on which the Supplier and the Buyer shall be represented.

- 4.2 The Operational Board members, frequency and location of board meetings and planned start date by which the board shall be established are set out in Annex to the Schedule.
- 4.3 In the event that either Party wishes to replace any of its appointed board members, that Party shall notify the other in writing for approval by the other Party (such approval not to be unreasonably withheld or delayed). Each Buyer board member shall have at all times a counterpart Supplier board member of equivalent seniority and expertise.
- 4.4 Each Party shall ensure that its board members shall make all reasonable efforts to attend board meetings at which that board member's attendance is required. If any board member is not able to attend a board meeting, that person shall use all reasonable endeavours to ensure that a delegate attends the Operational Board meeting in his/her place (wherever possible) and that the delegate is properly briefed and prepared and that he/she is debriefed by such delegate after the board meeting.
- 4.5 The purpose of the Operational Board meetings will be to review the Supplier's performance under this Contract. The agenda for each meeting shall be set by the Buyer and communicated to the Supplier in advance of that meeting.

5. CONTRACT RISK MANAGEMENT

- 5.1 Both Parties shall pro-actively manage risks attributed to them under the terms of this Contract.
- 5.2 The Supplier shall develop, operate, maintain and amend, as agreed with the Buyer, processes for:
 - 5.2.1 the identification and management of risks;
 - 5.2.2 the identification and management of issues; and
 - 5.2.3 monitoring and controlling project plans.
- 5.3 Upon reasonable notice provided by the Buyer to the Supplier, the Supplier allows the Buyer to inspect at any time within working hours the accounts and records which the Supplier is required to keep.
- 5.4 The Supplier will maintain a risk register of the risks relating to this Contract which the Buyer and the Supplier have identified.

Annex: Operational Boards

The Parties agree to operate the following boards at the locations and at the frequencies set out below:

Meeting	Frequency	Attendees
Transition /Implementation Start up meetings	Weekly during Set Up Period	Buyer, Supplier
Monthly Performance Review meetings (As set out in Part B of Schedule 10)	Monthly post contract start	Buyer, Supplier

Schedule 16 (Buyer Specific Security Requirements)

1. Definitions

1.1. In this Schedule, the following words shall have the following meanings and they shall supplement the other definitions in the Contract:

<p>“BPSS” “Baseline Personnel Security Standard”</p>	<p>the Government’s HMG Baseline Personal Security Standard. Further information can be found at: https://www.gov.uk/government/publications/government-baseline-personnel-security-standard</p>
<p>“CCSC” “Certified Cyber Security Consultancy”</p>	<p>is the National Cyber Security Centre’s (NCSC) approach to assessing the services provided by consultancies and confirming that they meet NCSC's standards. See website: https://www.ncsc.gov.uk/scheme/certified-cyber-consultancy</p>
<p>“CCP” “Certified Professional”</p>	<p>is a NCSC scheme in consultation with government, industry and academia to address the growing need for specialists in the cyber security profession. See website: https://www.ncsc.gov.uk/information/about-certified-professional-scheme</p>
<p>“Cyber Essentials” “Cyber Essentials Plus”</p>	<p>Cyber Essentials is the government backed, industry supported scheme to help organisations protect themselves against common cyber-attacks. Cyber Essentials and Cyber Essentials Plus are levels within the scheme.</p> <p>There are a number of certification bodies that can be approached for further advice on the scheme; the link below points to these providers: https://www.cyberessentials.ncsc.gov.uk/getting-certified/#what-is-an-accreditation-body</p>

<p>“Data”</p> <p>“Data Controller”</p> <p>“Data Protection Officer”</p> <p>“Data Processor”</p> <p>“Personal Data”</p> <p>“Personal Data requiring Sensitive Processing”</p> <p>“Data Subject”, “Process” and “Processing”</p>	<p>shall have the meanings given to those terms by the Data Protection Legislation</p>
<p>“Buyer’s Data”</p> <p>“Buyer’s Information”</p>	<p>is any data or information owned or retained to meet departmental business objectives and tasks, including:</p> <p>(a) any data, text, drawings, diagrams, images or sounds (together with any repository or database made up of any of these components) which are embodied in any electronic, magnetic, optical or tangible media, and which are:</p> <p>(i) supplied to the Supplier by or on behalf of the Buyer; or</p> <p>(ii) which the Supplier is required to generate, process, store or transmit pursuant to this Contract; or</p> <p>(b) any Personal Data for which the Buyer is the Data Controller;</p>
<p>“Departmental Security Requirements”</p>	<p>the Buyer’s security policy or any standards, procedures, process or specification for security that the Supplier is required to deliver.</p>
<p>“Digital Marketplace / G-Cloud”</p>	<p>the Digital Marketplace is the online framework for identifying and procuring cloud technology and people for digital projects.</p>
<p>“End User Devices”</p>	<p>the personal computer or consumer devices that store or process information.</p>

“Good Industry Standard” “Industry Good Standard”	the implementation of products and solutions, and the exercise of that degree of skill, care, prudence, efficiency, foresight and timeliness as would be expected from a leading company within the relevant industry or business sector.
“GSC” “GSCP”	the Government Security Classification Policy which establishes the rules for classifying HMG information. The policy is available at: https://www.gov.uk/government/publications/government-security-classifications
“HMG”	Her Majesty’s Government
“ICT”	Information and Communications Technology (ICT) and is used as an extended synonym for information technology (IT), used to describe the bringing together of enabling technologies used to deliver the end-to-end solution
“ISO/IEC 27001” “ISO 27001”	is the International Standard for Information Security Management Systems Requirements
“ISO/IEC 27002” “ISO 27002”	is the International Standard describing the Code of Practice for Information Security Controls.
“ISO 22301”	is the International Standard describing for Business Continuity
“IT Security Health Check (ITSHC)” “IT Health Check (ITHC)” “Penetration Testing”	an assessment to identify risks and vulnerabilities in systems, applications and networks which may compromise the confidentiality, integrity or availability of information held on that ICT system.
“Need-to-Know”	the Need-to-Know principle employed within HMG to limit the distribution of classified information to those people with a clear ‘need to know’ in order to carry out their duties.
“NCSC”	the National Cyber Security Centre (NCSC) is the UK government’s National Technical Authority for Information Assurance. The NCSC website is https://www.ncsc.gov.uk

<p>“OFFICIAL”</p> <p>“OFFICIAL-SENSITIVE”</p>	<p>the term ‘OFFICIAL’ is used to describe the baseline level of ‘security classification’ described within the Government Security Classification Policy (GSCP).</p> <p>the term ‘OFFICIAL–SENSITIVE is used to identify a limited subset of OFFICIAL information that could have more damaging consequences (for individuals, an organisation or government generally) if it were lost, stolen or published in the media, as described in the GSCP.</p>
<p>“RBAC”</p> <p>“Role Based Access Control”</p>	<p>Role Based Access Control, a method of restricting a person’s or process’ access to information depending on the role or functions assigned to them.</p>
<p>“Storage Area Network”</p> <p>“SAN”</p>	<p>an information storage system typically presenting block based storage (i.e. disks or virtual disks) over a network interface rather than using physically connected storage.</p>
<p>“Secure Sanitisation”</p>	<p>the process of treating data held on storage media to reduce the likelihood of retrieval and reconstruction to an acceptable level.</p> <p>NCSC Guidance can be found at: https://www.ncsc.gov.uk/guidance/secure-sanitisation-storage-media</p> <p>The disposal of physical documents and hardcopy materials advice can be found at: https://www.cpni.gov.uk/secure-destruction-0</p>
<p>“Security and Information Risk Advisor”</p> <p>“CCP SIRA”</p> <p>“SIRA”</p>	<p>the Security and Information Risk Advisor (SIRA) is a role defined under the NCSC Certified Professional (CCP) Scheme. See also: https://www.ncsc.gov.uk/articles/about-certified-professional-scheme</p>
<p>“Senior Information Risk Owner”</p> <p>“SIRO”</p>	<p>the Senior Information Risk Owner (SIRO) responsible on behalf of the DfE Accounting Officer for overseeing the management of information risk across the organisation. This</p>

	includes its executive agencies, arm's length bodies (ALBs), non-departmental public bodies (NDPBs) and devolved information held by third parties.
"SPF" "HMG Security Policy Framework"	the definitive HMG Security Policy which describes the expectations of the Cabinet Secretary and Government's Official Committee on Security on how HMG organisations and third parties handling HMG information and other assets will apply protective security to ensure HMG can function effectively, efficiently and securely. https://www.gov.uk/government/publications/security-policy-framework
"Supplier Staff"	all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any Subcontractor engaged in the performance of the Supplier's obligations under the Contract.

Operative Provisions

- 1.1. The Supplier shall be aware of and comply with the relevant [HMG security policy framework](#), [NCSC guidelines](#) and where applicable these Departmental Security Requirements which include but are not constrained to the following paragraphs.
- 1.2. Where the Supplier will provide products or Services or otherwise handle information at OFFICIAL for the Buyer, the requirements of [Cabinet Office Procurement Policy Note – Use of Cyber Essentials Scheme certification](#) - [Action Note 09/14](#) dated 25 May 2016, or any subsequent updated document, are mandated, namely that "contractors supplying products or services to HMG shall have achieved, and will be expected to retain Cyber Essentials certification at the appropriate level for the duration of the contract". The certification scope shall be relevant to the Services supplied to, or on behalf of, the Buyer.
- 1.3. Where paragraph 1.2 above has not been met, the Supplier shall have achieved, and be able to maintain, independent certification to ISO/IEC 27001 (Information Security Management Systems Requirements). The ISO/IEC 27001 certification must have a scope relevant to the Services supplied to, or on behalf of, the Buyer. The scope of certification and the

statement of applicability must be acceptable, following review, to the Buyer, including the application of controls from ISO/IEC 27002 (Code of Practice for Information Security Controls).

- 1.4. The Supplier shall follow the UK Government Security Classification Policy (GSCP) in respect of any Buyer's Data being handled in the course of providing the Services and will handle all data in accordance with its security classification. (In the event where the Supplier has an existing Protective Marking Scheme then the Supplier may continue to use this but must map the HMG security classifications against it to ensure the correct controls are applied to the Buyer's Data).
- 1.5. Buyer's Data being handled while providing an ICT solution or service must be separated from all other data on the Supplier's or sub-contractor's own IT equipment to protect the Buyer's Data and enable the data to be identified and securely deleted when required in line with paragraph 1.14. For information stored digitally, this must be at a minimum logically separated. Physical information (e.g., paper) must be physically separated.
- 1.6. The Supplier shall have in place and maintain physical security to premises and sensitive areas used in relation to the delivery of the products or Services, and that store or process Buyer's Data, in line with ISO/IEC 27002 including, but not limited to, entry control mechanisms (e.g. door access), CCTV, alarm systems, etc.
- 1.7. The Supplier shall have in place, implement and maintain an appropriate user access control policy for all ICT systems to ensure only authorised personnel have access to Buyer's Data. This policy should include appropriate segregation of duties and if applicable role based access controls (RBAC). User credentials that give access to Buyer's Data or systems shall be considered to be sensitive data and must be protected accordingly.
- 1.8. The Supplier shall have in place and shall maintain procedural, personnel, physical and technical safeguards to protect Buyer's Data, including but not limited to:
 - 1.8.1. physical security controls;
 - 1.8.2. good industry standard policies and processes;
 - 1.8.3. malware protection;
 - 1.8.4. boundary access controls including firewalls, application gateways, etc;
 - 1.8.5. maintenance and use of fully supported software packages in accordance with vendor recommendations;
 - 1.8.6. use of secure device configuration and builds;

- 1.8.7. software updates and patching regimes including malware signatures, for operating systems, network devices, applications and services;
- 1.8.8. user identity and access controls, including the use of multi-factor authentication for sensitive data and privileged account accesses;
- 1.8.9. any services provided to the Buyer must capture audit logs for security events in an electronic format at the application, service and system level to meet the Buyer's logging and auditing requirements, plus logs shall be:
 - 1.8.9.1. retained and protected from tampering for a minimum period of six months;
 - 1.8.9.2. made available to the Buyer on request.
- 1.9. The Supplier shall ensure that any Buyer's Data (including email) transmitted over any public network (including the Internet, mobile networks or unprotected enterprise network) or to a mobile device shall be encrypted when transmitted.
- 1.10. The Supplier shall ensure that any Buyer's Data which resides on a mobile, removable or physically uncontrolled device is stored encrypted using a product or system component which has been formally assured through a recognised certification process agreed with the Buyer except where the Buyer has given its prior written consent to an alternative arrangement.
- 1.11. The Supplier shall ensure that any device which is used to process Buyer's Data meets all of the security requirements set out in the NCSC End User Devices Platform Security Guidance, a copy of which can be found at: <https://www.ncsc.gov.uk/guidance/end-user-device-security> and <https://www.ncsc.gov.uk/collection/end-user-device-security/eud-overview/eud-security-principles>.
- 1.12. Whilst in the Supplier's care all removable media and hardcopy paper documents containing Buyer's Data must be handled securely and secured under lock and key when not in use and shall be securely destroyed when no longer required, using either a cross-cut shredder or a professional secure disposal organisation.

The term 'lock and key' is defined as: "securing information in a lockable desk drawer, cupboard or filing cabinet which is under the user's sole control and to which they hold the keys".
- 1.13. When necessary to hand carry removable media and/or hardcopy paper documents containing Buyer's Data, the media or documents being carried shall be kept under cover and transported in such a way as to

ensure that no unauthorised person has either visual or physical access to the material being carried. This paragraph shall apply equally regardless of whether the material is being carried inside or outside of company premises.

The term 'under cover' means that the information is carried within an opaque folder or envelope within official premises and buildings and within a closed briefcase or other similar bag or container when outside official premises or buildings.

- 1.14. In the event of termination of Contract due to expiry, as a result of an Insolvency Event or for breach by the Supplier, all information assets provided, created or resulting from provision of the Services shall not be considered as the Supplier's assets and must be returned to the Buyer and written assurance obtained from an appropriate officer of the Supplier that these assets regardless of location and format have been fully sanitised throughout the Supplier's organisation in line with paragraph 1.15.
- 1.15. In the event of termination, equipment failure or obsolescence, all Buyer's Data and Buyer's Information, in either hardcopy or electronic format, that is physically held or logically stored by the Supplier must be accounted for and either physically returned or securely sanitised or destroyed in accordance with the current HMG policy using an NCSC-approved product or method.

Where sanitisation or destruction is not possible for legal, regulatory or technical reasons, such as data stored in a cloud system, Storage Area Network (SAN) or on shared backup tapes, then the Supplier shall protect (and ensure that any sub-contractor protects) the Buyer's Information and Buyer's Data until such time, which may be long after termination or expiry of the Contract, when it can be securely cleansed or destroyed.

Evidence of secure destruction will be required in all cases.

- 1.16. Access by Supplier Staff to Buyer's Data, including user credentials, shall be confined to those individuals who have a "need-to-know" in order to carry out their role; and have undergone mandatory pre-employment screening, to a minimum of HMG Baseline Personnel Security Standard (BPSS); or hold an appropriate National Security Vetting clearance as required by the Buyer. All Supplier Staff must complete this process before access to Buyer's Data is permitted. [Any Supplier Staff who will be in contact with children or vulnerable adults must, in addition to any security clearance, have successfully undergone an Enhanced DBS (Disclosure and Barring Service) check prior to any contact].
- 1.17. All Supplier Staff who handle Buyer's Data shall have annual awareness training in protecting information.

- 1.18. Notwithstanding any other provisions as to business continuity and disaster recovery in the Contract, the Supplier shall, as a minimum, have in place robust business continuity arrangements and processes including IT disaster recovery plans and procedures that conform to ISO 22301 to ensure that the delivery of the Contract is not adversely affected in the event of an incident. An incident shall be defined as any situation that might, or could lead to, a disruption, loss, emergency or crisis to the Services delivered. If an ISO 22301 certificate is not available the supplier will provide evidence of the effectiveness of their ISO 22301 conformant business continuity arrangements and processes including IT disaster recovery plans and procedures. This must include evidence that the Supplier has tested or exercised these plans within the last 12 months and produced a written report of the outcome, including required actions.
- 1.19. Any suspected or actual breach of the confidentiality, integrity or availability of Buyer's Data, including user credentials, used or handled while providing the Services shall be recorded as a Security Incident. This includes any non-compliance with the Departmental Security Requirements and these provisions, or other security standards pertaining to the solution.

Security Incidents shall be reported to the Buyer immediately, wherever practical, even if unconfirmed or when full details are not known, but always within 24 hours of discovery. If Security Incident reporting has been delayed by more than 24 hours, the Supplier should provide an explanation about the delay.

Security Incidents shall be reported through the Buyer's nominated system or service owner.

Security Incidents shall be investigated by the Supplier with outcomes being notified to the Buyer.

- 1.20. The Supplier shall ensure that any Supplier ICT systems and hosting environments that are used to handle, store or process Buyer's Data, including Supplier ICT connected to Supplier ICT systems used to handle, store or process Buyer's Data, shall be subject to independent IT Health Checks (ITHC) using an NCSC CHECK Scheme ITHC provider before go-live and periodically (at least annually) thereafter. The findings of the ITHC relevant to the Services being provided are to be shared with the Buyer in full without modification or redaction and all necessary remedial work carried out. In the event of significant security issues being identified, a follow up remediation test may be required, to be determined by the Buyer upon review of the ITHC findings.
- 1.21. The Supplier or sub-contractors providing the Services will provide the Buyer with full details of any actual or future intent to develop, manage, support, process or store Buyer's Data outside of the UK mainland. The

Supplier or sub-contractor shall not go ahead with any such proposal without the prior written agreement from the Buyer.

- 1.22. The Buyer reserves the right to audit the Supplier or sub-contractors providing the Services within a mutually agreed timeframe but always within seven days of notice of a request to audit being given. The audit shall cover the overall scope of the Services being supplied and the Supplier's, and any sub-contractors', compliance with the paragraphs contained in this Schedule.
- 1.23. The Supplier and sub-contractors shall undergo appropriate security assurance activities and shall provide appropriate evidence including the production of the necessary security documentation as determined by the Buyer. This will include obtaining any necessary professional security resources required to support the Supplier's and sub-contractor's security assurance activities such as: a Security and Information Risk Advisor (SIRA) certified to NCSC Certified Cyber Security Consultancy (CCSC) or NCSC Certified Cyber Professional (CCP) schemes.
- 1.24. Where the Supplier is delivering an ICT solution to the Buyer they shall design and deliver solutions and services that are compliant with the HMG Security Policy Framework in conjunction with current NCSC Information Assurance Guidance and Buyer's Policy. The Supplier will provide the Buyer with evidence of compliance for the solutions and services to be delivered. The Buyer's expectation is that the Supplier shall provide written evidence of:
 - 1.24.1. compliance with HMG Minimum Cyber Security Standard.
 - 1.24.2. any existing security assurance for the Services to be delivered, such as: ISO/IEC 27001 / 27002 or an equivalent industry level certification (e.g. United Kingdom Accreditation Service).
 - 1.24.3. any existing HMG security accreditations or assurance that are still valid including: details of the awarding body; the scope of the accreditation; any caveats or restrictions to the accreditation; the date awarded, plus a copy of the residual risk statement.
 - 1.24.4. documented progress in achieving any security assurance or accreditation activities including whether documentation has been produced and submitted. The Supplier shall provide details of who the awarding body or organisation will be and date expected.

Additional information and evidence to that listed above may be required to ensure compliance with DfE security requirements as part of the DfE security assurance process. Where a request for evidence or information is made by the Buyer, the Supplier will acknowledge the request within 5 working days and either provide the information within that timeframe, or, if that is not possible, provide a date when the information will be provided to the Buyer. In any case, the Supplier must respond to

information requests from the Buyer needed to support the security assurance process promptly and without undue delay.

- 1.25. The Supplier shall contractually enforce all these Departmental Security Requirements onto any third-party suppliers, sub-contractors or partners who could potentially access Buyer's Data in the course of providing the Services.
- 1.26. The Supplier shall comply with the [NCSC's social media guidance: how to use social media safely](#) for any web and social media-based communications. In addition, any Communications Plan deliverable must include a risk assessment relating to the use of web and social media channels for the programme, including controls and mitigations to be applied and how the NCSC social media guidance will be complied with. The Supplier shall implement the necessary controls and mitigations within the plan and regularly review and update the risk assessment throughout the contract period. The Buyer shall have the right to review the risks within the plan and approve the controls and mitigations to be implemented, including requiring the Supplier to implement any additional reasonable controls to ensure risks are managed within the Buyer's risk appetite.
- 1.27. Any Supplier ICT system used to handle, store or process the Buyer's Data, including any Supplier ICT systems connected to systems that handle, store or process the Buyer's Data, must have in place protective monitoring at a level that is commensurate with the security risks posed to those systems and the data held. The Supplier shall provide evidence to the Buyer upon request of the protective monitoring arrangements in place needed to assess compliance with this requirement.

Schedule 18 (Supply Chain Visibility)

1. DEFINITIONS

- 1.1 In this Schedule, the following words shall have the following meanings and they shall supplement Schedule 1 (Definitions):

"Contracts Finder"	the Government's publishing portal for public sector procurement opportunities;
"SME"	an enterprise falling within the category of micro, small and medium sized enterprises defined by the Commission Recommendation of 6 May 2003 concerning the definition of micro, small and medium sized enterprises;
"Supply Chain Information Report Template"	the document at Annex 1 of this Schedule 18; and
"Unconnected Sub-contract"	any contract or agreement which is not a Sub-contract and is between the Supplier and a third party (which is not an Affiliate of the Supplier) and is a qualifying contract under regulation 6 of The Reporting on Payment Practices and Performance Regulations 2017
"Unconnected Sub-contractor"	any third party with whom the Supplier enters into an Unconnected Sub-contract

2. VISIBILITY OF SUB-CONTRACT OPPORTUNITIES IN THE SUPPLY CHAIN

- 2.1 The Supplier shall:
- 2.1.1 subject to Paragraph 2.3, advertise on Contracts Finder all Sub-Contract opportunities arising from or in connection with the provision of the Deliverables above a minimum threshold of £25,000 that arise during the Contract Period;
 - 2.1.2 within 90 days of awarding a Sub-Contract to a Subcontractor, update the notice on Contract Finder with details of the successful Subcontractor;
 - 2.1.3 monitor the number, type and value of the Sub-Contract opportunities placed on Contracts Finder advertised and awarded in its supply chain during the Contract Period;

- 2.1.4 provide reports on the information at Paragraph 2.1.3 to the Buyer in the format and frequency as reasonably specified by the Buyer; and
- 2.1.5 promote Contracts Finder to its suppliers and encourage those organisations to register on Contracts Finder.
- 2.2 Each advert referred to at Paragraph 2.1.1 of this Schedule 18 shall provide a full and detailed description of the Sub-Contract opportunity with each of the mandatory fields being completed on Contracts Finder by the Supplier.
- 2.3 The obligations on the Supplier set out at Paragraph 2.1 shall only apply in respect of Sub-Contract opportunities arising after the Effective Date.
- 2.4 Notwithstanding Paragraph 2.1, the Buyer may by giving its prior Approval, agree that a Sub-Contract opportunity is not required to be advertised by the Supplier on Contracts Finder.

3. VISIBILITY OF SUPPLY CHAIN SPEND

- 3.1 In addition to any other management information requirements set out in this Contract, the Supplier agrees and acknowledges that it shall, at no charge, provide timely, full, accurate and complete SME management information reports (the "SME Management Information Reports") to the Buyer which incorporates the data described in the Supply Chain Information Report Template which is:
 - 3.1.1 the total contract revenue received directly on this Contract;
 - 3.1.2 the total value of sub-contracted revenues under this Contract (including revenues for non-SMEs/non-VCSEs); and
 - 3.1.3 the total value of sub-contracted revenues to SMEs and VCSEs.
- 3.2 The SME Management Information Reports shall be provided by the Supplier in the correct format as required by the Supply Chain Information Report Template and any guidance issued by the Buyer from time to time. The Supplier agrees that it shall use the Supply Chain Information Report Template to provide the information detailed at Paragraph 3.1.1 – 3.1.3 and acknowledges that the template may be changed from time to time (including the data required and/or format) by the Buyer issuing a replacement version. The Buyer agrees to give at least thirty (30) days' notice in writing of any such change and shall specify the date from which it must be used.
- 3.3 The Supplier further agrees and acknowledges that it may not make any amendment to the Supply Chain Information Report Template without the prior Approval of the Buyer.

4 Visibility of Payment Practice

- 4.1 If this Contract has at the Effective Date an anticipated contract value in excess of £5 million per annum (excluding VAT) averaged over this Contract Period and without prejudice to Clause 4.6, Clause 8.2.1(b) and 8.2.2(b), the Supplier shall:
 - (a) pay any sums which are due from it to any Sub-contractor or Unconnected Sub-contractor pursuant to any invoice (or other notice of an amount for payment) on the earlier of:
 - (i) the date set out for payment in the relevant Sub-contract or Unconnected Sub-contract; or

- (ii) the date that falls sixty (60) days after the day on which the Supplier receives an invoice (or otherwise has notice of an amount for payment); and
 - (b) include within the Supply Chain Information Report a summary of its compliance with this Paragraph 4.4, such data to be certified every six months by a director of the Supplier as being accurate and not misleading.
- 4.2 If any Supply Chain Information Report shows that in either of the last two six month periods the Supplier failed to pay 95% or above of all Sub-contractor or Unconnected Sub-contractor invoices (or other notice of an amount for payment) within sixty (60) days of receipt, the Supplier shall provide to the Buyer within 15 Working Days of submission of the latest Supply Chain Information Report an action plan (the “**Action Plan**”) for improvement. The Action Plan shall include, but not be limited to, the following:
 - (a) identification of the primary causes of failure to pay 95% or above of all Sub-contractor or Unconnected Sub-contractor invoices (or other notice of an amount for payment) within sixty (60) days of receipt;
 - (b) actions to address each of the causes set out in Sub-Paragraph (a); and
 - (c) mechanism for and commitment to regular reporting on progress to the Supplier’s Board.
- 4.3 Where the Supplier fails to pay any sums due to any Sub-contractor or Unconnected Sub-contractor in accordance with the terms set out in the relevant Sub-contract or Unconnected Sub-contract, the Action Plan shall include details of the steps the Supplier will take to address this.
- 4.4 The Supplier shall comply with the Action Plan or any similar action plan connected to the payment of Sub-contractors or Unconnected Sub-contractors which is required to be submitted to the Authority as part of the procurement process and such action plan shall be included as part of the Supplier’s Solution (to the extent it is not already included).
- 4.5 If the Supplier notifies the Buyer (whether in a Supply Chain Report or otherwise) that the Supplier has failed to pay 95% or above of its Unconnected Sub-contractors within sixty (60) days after the day on which the Supplier receives an invoice or otherwise has notice of an amount for payment, or the Buyer otherwise discovers the same, the Buyer shall be entitled to publish the details of the late or non-payment (including on government websites and in the press)

Annex 1 - Supply Chain Information Report template

	Contract Year 20[]			
	Under this Contract		Supplier as a whole	
	£	%	£	%
Estimated total contract revenue (£) to be received in this Contract Year	£[]	100%	£[]	100%
Total value of Sub-contracted revenues (£) in this Contract Year	£[]	[]	£[]	[]
Total value of Sub-contracted revenues to SMEs (£) in this Contract Year	£[]	[]	£[]	[]
Total value of Sub-contracted revenues to VCSEs (£) in this Contract Year	£[]	[]	£[]	[]

Schedule 19 (Cyber Essentials Scheme)

1. Definitions

- 1.1 In this Schedule, the following words shall have the following meanings and they shall supplement Schedule 1 (Definitions):

"Cyber Essentials Scheme"	the Cyber Essentials Scheme developed by the Government which provides a clear statement of the basic controls all organisations should implement to mitigate the risk from common internet based threats (as may be amended from time to time). Details of the Cyber Essentials Scheme can be found at: https://www.gov.uk/government/publications/cyber-essentials-scheme-overview ;
"Cyber Essentials Basic Certificate"	the certificate awarded on the basis of self-assessment, verified by an independent certification body, under the Cyber Essentials Scheme and is the basic level of assurance;
"Cyber Essentials Certificate"	Cyber Essentials Basic Certificate or the Cyber Essentials Plus Certificate to be provided by the Supplier as set out in the Award Form;
"Cyber Essential Scheme Data"	sensitive and personal information and other relevant information as referred to in the Cyber Essentials Scheme; and
"Cyber Essentials Plus Certificate"	the certification awarded on the basis of external testing by an independent certification body of the Supplier's cyber security approach under the Cyber Essentials Scheme and is a more advanced level of assurance.

2. What Certification do you need

- 2.1 Where the Award Form requires that the Supplier provide a Cyber Essentials Certificate prior to Contract signature the Supplier shall provide a valid Cyber Essentials Certificate to the Buyer. Where the Supplier fails to comply with this Paragraph 2.1 it shall be prohibited from commencing the

- provision of Deliverables under this Contract until such time as the Supplier has evidenced to the Buyer its compliance with this Paragraph 2.1.
- 2.2 Where the Supplier continues to Process Cyber Essentials Scheme Data during this Contract Period of this Contract the Supplier shall deliver to the Buyer evidence of renewal of the Cyber Essentials Certificate on each anniversary of the first applicable certificate obtained by the Supplier under Paragraph 2.1.
- 2.3 Where the Supplier is due to Process Cyber Essentials Scheme Data the Supplier shall deliver to the Buyer evidence of:
- 2.3.1 a valid and current Cyber Essentials Certificate before the Supplier Processes any such Cyber Essentials Scheme Data; and
 - 2.3.2 renewal of the valid Cyber Essentials Certificate on each anniversary of the first Cyber Essentials Scheme certificate obtained by the Supplier under Paragraph 2.1.
- 2.4 In the event that the Supplier fails to comply with Paragraphs 2.2 or 2.3 (as applicable), the Buyer reserves the right to terminate this Contract for Material Default and the consequences of termination in Clause 14.5.1 shall apply.
- 2.5 The Supplier shall ensure that all Sub-Contracts with Subcontractors who Process Cyber Essentials Scheme Data require the Subcontractor to provide a valid Cyber Essentials Certificate, at the equivalent level to that held by the Supplier. The Supplier cannot require the Subcontractor to commence the provision of Deliverables under the Sub-Contract until the Subcontractor has evidenced to the Supplier that it holds a valid Cyber Essentials Certificate.
- 2.6 The Supplier must manage, and must ensure that all Subcontractors manage, all end-user devices used by the Supplier and the Subcontractor on which Cyber Essentials Scheme Data is processed by ensuring those devices are within the scope of the current Cyber Essentials Certificates held by the Supplier and the Subcontractor, or any ISO/IEC 27001 (at least ISO/IEC 27001:2013) certification issued by a UKAS-approved certification body, where the scope of that certification includes the Deliverables.
- 2.7 This Schedule shall survive termination or expiry of this Contract.

Schedule 20 (Processing Data)

1. Status of the Controller

- 1.1 The Parties acknowledge that for the purposes of the Data Protection Legislation, the nature of the activity carried out by each of them in relation to their respective obligations under a Contract dictates the status of each party under the DPA 2018. A Party may act as:
- 1.1.1 "Controller" in respect of the other Party who is "Processor";
 - 1.1.2 "Processor" in respect of the other Party who is "Controller";
 - 1.1.3 "Joint Controller" with the other Party;
 - 1.1.4 "Independent Controller" of the Personal Data where the other Party is also "Controller",
- in respect of certain Personal Data under a Contract and shall specify in Annex 1 (Processing Personal Data) which scenario they think shall apply in each situation.

2. Where one Party is Controller and the other Party its Processor

- 2.1 Where a Party is a Processor, the only Processing that it is authorised to do is listed in Annex 1 (Processing Personal Data) by the Controller and may not be determined by the Processor.
- 2.2 The Processor shall notify the Controller immediately if it considers that any of the Controller's instructions infringe the Data Protection Legislation.
- 2.3 The Processor shall provide all reasonable assistance to the Controller in the preparation of any Data Protection Impact Assessment prior to commencing any Processing. Such assistance may, at the discretion of the Controller, include:
- 2.3.1 a systematic description of the envisaged Processing and the purpose of the Processing;
 - 2.3.2 an assessment of the necessity and proportionality of the Processing in relation to the Services;
 - 2.3.3 an assessment of the risks to the rights and freedoms of Data Subjects; and
 - 2.3.4 the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
- 2.4 The Processor shall, in relation to any Personal Data Processed in connection with its obligations under this Contract:
- 2.4.1 process that Personal Data only in accordance with Annex 1 (Processing Personal Data) unless the Processor is required to do otherwise by Law. If it is so required the Processor shall promptly notify the Controller before Processing the Personal Data unless prohibited by Law;

- 2.4.2 ensure that it has in place Protective Measures, including in the case of the Supplier the measures set out in Clause 18.4 of the Core Terms, which the Controller may reasonably reject (but failure to reject shall not amount to approval by the Controller of the adequacy of the Protective Measures) having taken account of the:
- (a) nature of the data to be protected;
 - (b) harm that might result from a Data Loss Event;
 - (c) state of technological development; and
 - (d) cost of implementing any measures.
- 2.4.3 ensure that:
- (a) the Processor Personnel do not Process Personal Data except in accordance with this Contract (and in particular Annex 1 (Processing Personal Data));
 - (b) it uses best endeavours to ensure the reliability and integrity of any Processor Personnel who have access to the Personal Data and ensure that they:
 - (i) are aware of and comply with the Processor's duties under this Schedule 20, Clauses 18 (Data protection), 19 (What you must keep confidential) and 20 (When you can share information);
 - (ii) are subject to appropriate confidentiality undertakings with the Processor or any Subprocessor;
 - (iii) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Controller or as otherwise permitted by this Contract; and
 - (iv) have undergone adequate training in the use, care, protection and handling of Personal Data;
- 2.4.4 not transfer Personal Data outside of the UK and/or the EEA unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:
- (a) the destination country has been recognised as adequate by the UK government in accordance with Article 45 of the UK GDPR (or section 74A of DPA 2018) and/or the transfer is in accordance with Article 45 of the EU GDPR (where applicable); or
 - (b) the Controller and/or the Processor have provided appropriate safeguards in relation to the transfer (whether in accordance with UK GDPR Article 46 or section 75 of the DPA 2018) and/or Article 46 of the EU GDPR (where applicable) as determined by the Controller which could include relevant parties entering into:

- (i) where the transfer is subject to UK GDPR:
 - (A) the International Data Transfer Agreement issued by the Information Commissioner under S119A(1) of the DPA 2018 (the "**IDTA**"); or
 - (B) the European Commission's Standard Contractual Clauses per decision 2021/914/EU or such updated version of such Standard Contractual Clauses as are published by the European Commission from time to time ("**EU SCCs**") together with the UK International Data Transfer Agreement Addendum to the EU SCCs (the "**Addendum**"), as published by the Information Commissioner's Office from time to time under section 119A(1) of the DPA 2018; and/or
 - (ii) where the transfer is subject to EU GDPR, the EU SCCs,
as well as any additional measures determined by the Controller being implemented by the importing party;
 - (c) the Data Subject has enforceable rights and effective legal remedies;
 - (d) the Processor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Controller in meeting its obligations); and
 - (e) the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the Processing of the Personal Data.
- 2.4.5 at the written direction of the Controller, delete or return Personal Data (and any copies of it) to the Controller on termination of this Contract unless the Processor is required by Law to retain the Personal Data.
- 2.5 Subject to Paragraph 2.6 of this Schedule 20, the Processor shall notify the Controller immediately if in relation to it Processing Personal Data under or in connection with this Contract it:
- 2.5.1 receives a Data Subject Access Request (or purported Data Subject Access Request);
 - 2.5.2 receives a request to rectify, block or erase any Personal Data;
 - 2.5.3 receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;

- 2.5.4 receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data Processed under this Contract;
 - 2.5.5 receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
 - 2.5.6 becomes aware of a Data Loss Event.
- 2.6 The Processor's obligation to notify under Paragraph 2.5 of this Schedule 20 shall include the provision of further information to the Controller, as details become available.
- 2.7 Taking into account the nature of the Processing, the Processor shall provide the Controller with assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under Paragraph 2.5 of this Schedule 20 (and insofar as possible within the timescales reasonably required by the Controller) including by immediately providing:
- 2.7.1 the Controller with full details and copies of the complaint, communication or request;
 - 2.7.2 such assistance as is reasonably requested by the Controller to enable it to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;
 - 2.7.3 the Controller, at its request, with any Personal Data it holds in relation to a Data Subject;
 - 2.7.4 assistance as requested by the Controller following any Data Loss Event; and/or
 - 2.7.5 assistance as requested by the Controller with respect to any request from the Information Commissioner's Office or any other regulatory authority, or any consultation by the Controller with the Information Commissioner's Office or any other regulatory authority.
- 2.8 The Processor shall maintain complete and accurate records and information to demonstrate its compliance with this Schedule 20. This requirement does not apply where the Processor employs fewer than two hundred and fifty (250) staff, unless:
- 2.8.1 the Controller determines that the Processing is not occasional;
 - 2.8.2 the Controller determines the Processing includes special categories of data as referred to in Article 9(1) of the UK GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the UK GDPR; or
 - 2.8.3 the Controller determines that the Processing is likely to result in a risk to the rights and freedoms of Data Subjects.
- 2.9 The Processor shall allow for audits of its Data Processing activity by the Controller or the Controller's designated auditor.

- 2.10 The Parties shall designate a Data Protection Officer if required by the Data Protection Legislation.
- 2.11 Before allowing any Subprocessor to Process any Personal Data related to this Contract, the Processor must:
 - 2.11.1 notify the Controller in writing of the intended Subprocessor and Processing;
 - 2.11.2 obtain the written consent of the Controller;
 - 2.11.3 enter into a written agreement with the Subprocessor which gives effect to the terms set out in this Schedule 20 such that they apply to the Subprocessor; and
 - 2.11.4 provide the Controller with such information regarding the Subprocessor as the Controller may reasonably require.
- 2.12 The Processor shall remain fully liable for all acts or omissions of any of its Subprocessors.
- 2.13 The Parties agree to take account of any guidance issued by the Information Commissioner's Office or any other regulatory authority. The Buyer may on not less than thirty (30) Working Days' notice to the Supplier amend this Contract to ensure that it complies with any guidance issued by the Information Commissioner's Office or any other regulatory authority.

3. Where the Parties are Joint Controllers of Personal Data

In the event that the Parties are Joint Controllers in respect of Personal Data under this Contract, the Parties shall implement Paragraphs that are necessary to comply with UK GDPR Article 26 based on the terms set out in Annex 2 (Joint Controller Agreement) to this Schedule 20 (Processing Data).

4. Independent Controllers of Personal Data

- 4.1 With respect to Personal Data provided by one Party to another Party for which each Party acts as Controller but which is not under the Joint Control of the Parties, each Party undertakes to comply with the applicable Data Protection Legislation in respect of their Processing of such Personal Data as Controller.
- 4.2 Each Party shall Process the Personal Data in compliance with its obligations under the Data Protection Legislation and not do anything to cause the other Party to be in breach of it.
- 4.3 Where a Party has provided Personal Data to the other Party in accordance with Paragraph 4.2 of this Schedule 20 above, the recipient of the Personal Data will provide all such relevant documents and information relating to its data protection policies and procedures as the other Party may reasonably require.
- 4.4 The Parties shall be responsible for their own compliance with Articles 13 and 14 UK GDPR in respect of the Processing of Personal Data for the purposes of this Contract.

4.5 The Parties shall only provide Personal Data to each other:

- 4.5.1 to the extent necessary to perform their respective obligations under this Contract;
- 4.5.2 in compliance with the Data Protection Legislation (including by ensuring all required fair processing information has been given to affected Data Subjects);
- 4.5.3 where the provision of Personal Data from one Party to another involves transfer of such data to outside the UK and/or the EEA, if the prior written consent of the non-transferring Party has been obtained and the following conditions are fulfilled:
 - (a) the destination country has been recognised as adequate by the UK government in accordance with Article 45 of the UK GDPR or DPA 2018 Section 74A and/or Article 45 of the EU GDPR (where applicable); or
 - (b) the transferring Party has provided appropriate safeguards in relation to the transfer (whether in accordance with Article 46 of the UK GDPR or DPA 2018 Section 75 and/or Article 46 of the EU GDPR (where applicable)) as determined by the non-transferring Party which could include:
 - (i) where the transfer is subject to UK GDPR:
 - (A) the International Data Transfer Agreement (the "**IDTA**") as published by the Information Commissioner's Office or such updated version of such IDTA as is published by the Information Commissioner's Office under section 119A(1) of the DPA 2018 from time to time; or
 - (B) the European Commission's Standard Contractual Clauses per decision 2021/914/EU or such updated version of such Standard Contractual Clauses as are published by the European Commission from time to time (the "**EU SCCs**"), together with the UK International Data Transfer Agreement Addendum to the EU SCCs (the "**Addendum**") as published by the Information Commissioner's Office from time to time; and/or
 - (ii) where the transfer is subject to EU GDPR, the EU SCCs,
as well as any additional measures determined by the Controller being implemented by the importing party;
 - (c) the Data Subject has enforceable rights and effective legal remedies;

- (d) the transferring Party complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the non-transferring Party in meeting its obligations); and
- (e) the transferring Party complies with any reasonable instructions notified to it in advance by the non-transferring Party with respect to the processing of the Personal Data; and

4.5.4 where it has recorded it in Annex 1 (Processing Personal Data).

- 4.6 Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, each Party shall, with respect to its Processing of Personal Data as Independent Controller, implement and maintain appropriate technical and organisational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1)(a), (b), (c) and (d) of the UK GDPR, and the measures shall, at a minimum, comply with the requirements of the Data Protection Legislation, including Article 32 of the UK GDPR.
- 4.7 A Party Processing Personal Data for the purposes of this Contract shall maintain a record of its Processing activities in accordance with Article 30 UK GDPR and shall make the record available to the other Party upon reasonable request.
- 4.8 Where a Party receives a request by any Data Subject to exercise any of their rights under the Data Protection Legislation in relation to the Personal Data provided to it by the other Party pursuant to this Contract ("**Request Recipient**"):
- 4.8.1 the other Party shall provide any information and/or assistance as reasonably requested by the Request Recipient to help it respond to the request or correspondence, at the cost of the Request Recipient; or
 - 4.8.2 where the request or correspondence is directed to the other Party and/or relates to that other Party's Processing of the Personal Data, the Request Recipient will:
 - (a) promptly, and in any event within five (5) Working Days of receipt of the request or correspondence, inform the other Party that it has received the same and shall forward such request or correspondence to the other Party; and
 - (b) provide any information and/or assistance as reasonably requested by the other Party to help it respond to the request or correspondence in the timeframes specified by Data Protection Legislation.

- 4.9 Each Party shall promptly notify the other Party upon it becoming aware of any Data Loss Event relating to Personal Data provided by the other Party pursuant to this Contract and shall:
 - 4.9.1 do all such things as reasonably necessary to assist the other Party in mitigating the effects of the Data Loss Event;
 - 4.9.2 implement any measures necessary to restore the security of any compromised Personal Data;
 - 4.9.3 work with the other Party to make any required notifications to the Information Commissioner's Office or any other regulatory authority and affected Data Subjects in accordance with the Data Protection Legislation (including the timeframes set out therein); and
 - 4.9.4 not do anything which may damage the reputation of the other Party or that Party's relationship with the relevant Data Subjects, save as required by Law.
- 4.10 Personal Data provided by one Party to the other Party may be used exclusively to exercise rights and obligations under this Contract as specified in Annex 1 (Processing Personal Data).
- 4.11 Personal Data shall not be retained or processed for longer than is necessary to perform each Party's respective obligations under this Contract which is specified in Annex 1 (Processing Personal Data).
- 4.12 Notwithstanding the general application of Paragraphs 2.1 to 2.14 of this Schedule 20 to Personal Data, where the Supplier is required to exercise its regulatory and/or legal obligations in respect of Personal Data, it shall act as an Independent Controller of Personal Data in accordance with Paragraphs 4.2 to 4.12 of this Schedule 20.

Annex 1 - Processing Personal Data

1. This Annex shall be completed by the Controller, who may take account of the view of the Processor, however the final decision as to the content of this Annex shall be with the Buyer at its absolute discretion.
 - 1.1 The contact details of the Buyer's Data Protection Officer are: REDACTED under FOIA Section 40 (Personal Information), email address: REDACTED under FOIA Section 40 (Personal Information)
 - 1.2 The contact details of the Supplier's Data Protection Officer are: REDACTED under FOIA Section 40 (Personal Information), email address: REDACTED under FOIA Section 40 (Personal Information)
 - 1.3 The Processor shall comply with any further written instructions with respect to Processing by the Controller.
 - 1.4 Any such further instructions shall be incorporated into this Annex.

Description	Details
Identity of Controller for each Category of Personal Data	<p>The Buyer is Controller and the Supplier is Processor</p> <p>The Parties acknowledge that in accordance with Paragraph 2 and for the purposes of the Data Protection Legislation, the Buyer is the Controller and the Supplier is the Processor of the following Personal Data:</p> <ul style="list-style-type: none"> • Programme applicant data. • Programme participant data.
Subject matter of the Processing	The processing is needed to require the Supplier to deliver the DCS/Aspirant Leadership Programme in accordance with the aims and requirements specified, and in order for the Supplier to meet KPIs.
Duration of the Processing	The Supplier will collect and process data from the Effective Date until cessation of the Programme Delivery and Coaching Period under the contract, on 31 December 2026, unless otherwise extended.
Nature and purposes of the Processing	<p>The programme has three primary aims:</p> <ul style="list-style-type: none"> - To support newly appointed Directors of Children's Service (DCS) in their first year in role; - To attract and enrol participants aspiring to the role of a DCS;

Description	Details
	<ul style="list-style-type: none"> - To create greater diversity amongst DCS by attracting participants from a range of socio economic backgrounds and with protected characteristic to the Aspirant strand which, as they progress through their careers, will evidence greater diversity of DCSs. <p>In order to meet the aims of the programme, the Supplier will need to collect, record, organise, structure, store, adapt, and securely share data, with the DfE and amongst consortia members, applicant and participant data to demonstrate that the programme is achieving departmental aims and the Supplier is meeting KPIs.</p>
Type of Personal Data being Processed	<ul style="list-style-type: none"> • Name • Email address • Employer details • Gender • Age • Identifying as having a disability • Ethnicity • Religion or belief • Sexual orientation • Socio-economic background
Categories of Data Subject	Programme applicants and participants from both DCS and Aspirant strands.
Plan for return and destruction of the data once the Processing is complete UNLESS requirement under law to preserve that type of data	<p>The Personal Data may be retained (in a password protected Sharepoint) by the Processor as long as is required for the purpose(s) of this Contract; Data will be anonymised wherever possible.</p> <p>Prior to Expiry Date of the Contact, all participant data will be securely transferred to the DfE. All Personal Data will be deleted or destroyed after the data successfully transfers to the Buyer. Confirmation of destruction will be provided by the Supplier, within 15 Business Days of a request being made by the Buyer.</p>
Locations at which the Supplier and/or its Sub-contractors process Personal Data under this Contract and international	England, UK

Description	Details
transfers and legal gateway	
Protective Measures that the Supplier and, where applicable, its Sub-contractors have implemented to protect Personal Data processed under this Contract Agreement against a breach of security (insofar as that breach of security relates to data) or a Data Loss Event	<p>Maintain Cyber Essentials accreditation.</p> <p>Restrict the use of external USB drives, and where necessary, requires drives to be encrypted before use.</p> <p>Promote an effective security culture through the continued delivery of security awareness and training to all staff.</p> <p>All staff required to adhere to Group Data Protection Policy under terms of employment contract.</p> <p>Ensure sub-contractors are bound by the security requirements of the contract by mirroring head contract clauses to require them to manage security and confirm that they are compliant with and understand the contract security conditions.</p>

Annex 2 - Joint Controller Agreement

Not used

Schedule 21 (Variation Form)

This form is to be used in order to change a contract in accordance with Clause 28 of the Core Terms (Changing this Contract).

Contract Details	
This variation is between:	[insert name of Buyer] ("the Buyer") And [insert name of Supplier] ("the Supplier")
Contract name:	[insert name of contract to be changed] ("this Contract")
Contract reference number:	[insert contract reference number]
Details of Proposed Variation	
Variation initiated by:	[delete as applicable: Buyer/Supplier]
Variation number:	[insert variation number]
Date variation is raised:	[insert date]
Proposed variation	
Reason for the variation:	[insert reason]
An Impact Assessment shall be provided within:	[insert number] days
Impact of Variation	
Likely impact of the proposed variation:	[Supplier to insert assessment of impact]
Outcome of Variation	
Contract variation:	This Contract detailed above is varied as follows: <ul style="list-style-type: none"> [Buyer to insert original Clauses or Paragraphs to be varied and the changed clause]
Financial variation:	Original Contract Value: £ [insert amount]
	Additional cost due to variation: £ [insert amount]
	New Contract value: £ [insert amount]

1. This Variation must be agreed and signed by both Parties to this Contract and shall only be effective from the date it is signed by the Buyer.
2. Words and expressions in this Variation shall have the meanings given to them in this Contract.
3. The Contract, including any previous Variations, shall remain effective and unaltered except as amended by this Variation.

Signed by an authorised signatory for and on behalf of the Buyer

Signature

Date

Name (in Capitals)

Address

Signed by an authorised signatory to sign for and on behalf of the Supplier

Signature

Date

Name (in Capitals)

Address

Schedule 22 (Insurance Requirements)

1. The insurance you need to have

- 1.1 The Supplier shall take out and maintain or procure the taking out and maintenance of the insurances as set out in the Annex to this Schedule and any other insurances as may be required by applicable Law (together the “**Insurances**”). The Supplier shall ensure that each of the Insurances is effective no later than the Effective Date in respect of those Insurances set out in the Annex to this Schedule and those required by applicable Law; and
- 1.2 The Insurances shall be:
 - 1.2.1 maintained in accordance with Good Industry Practice;
 - 1.2.2 (so far as is reasonably practicable) on terms no less favourable than those generally available to a prudent contractor in respect of risks insured in the international insurance market from time to time;
 - 1.2.3 taken out and maintained with insurers of good financial standing and good repute in the international insurance market; and
 - 1.2.4 maintained until the End Date except in relation to Professional Indemnity where required under the Annex Part C which shall be maintained for at least six (6) years after the End Date.
- 1.3 The Supplier shall ensure that the public and products liability policy contain an indemnity to principals clause under which the Buyer shall be indemnified in respect of claims made against the Buyer in respect of death or bodily injury or third party property damage arising out of or in connection with the Deliverables and for which the Supplier is legally liable.

2. How to manage the insurance

- 2.1 Without limiting the other provisions of this Contract, the Supplier shall:
 - 2.1.1 take or procure the taking of all reasonable risk management and risk control measures in relation to Deliverables as it would be reasonable to expect of a prudent contractor acting in accordance with Good Industry Practice, including the investigation and reports of relevant claims to insurers;
 - 2.1.2 promptly notify the insurers in writing of any relevant material fact under any Insurances of which the Supplier is or becomes aware; and
 - 2.1.3 hold all policies in respect of the Insurances and cause any insurance broker effecting the Insurances to hold any insurance slips and other evidence of placing cover representing any of the Insurances to which it is a party.

3. What happens if you aren't insured

- 3.1 The Supplier shall not take any action or fail to take any action or (insofar as is reasonably within its power) permit anything to occur in relation to it which

would entitle any insurer to refuse to pay any claim under any of the Insurances.

- 3.2 Where the Supplier has failed to purchase or maintain any of the Insurances in full force and effect, the Buyer may elect (but shall not be obliged) following written notice to the Supplier to purchase the relevant Insurances and recover the reasonable premium and other reasonable costs incurred in connection therewith as a debt due from the Supplier.

4. Evidence of insurance you must provide

The Supplier shall upon the Effective Date and within 15 Working Days after the renewal of each of the Insurances, provide evidence, in a form satisfactory to the Buyer, that the Insurances are in force and effect and meet in full the requirements of this Schedule.

5. Making sure you are insured to the required amount

- 5.1 The Supplier shall ensure that any Insurances which are stated to have a minimum limit "in the aggregate" are maintained for the minimum limit of indemnity for the periods specified in this Schedule.
- 5.2 Where the Supplier intends to claim under any of the Insurances for any matters that are not related to the Deliverables and/or this Contract, the Supplier shall, where such claim is likely to result in the level of cover available under any of the Insurances being reduced below the minimum limit of indemnity specified in this Schedule, promptly notify the Buyer and provide details of its proposed solution for maintaining the minimum limit of indemnity specified in this Schedule.

6. Cancelled Insurance

- 6.1 The Supplier shall notify the Buyer in writing at least five (5) Working Days prior to the cancellation, suspension, termination or non-renewal of any of the Insurances.
- 6.2 The Supplier shall ensure that nothing is done which would entitle the relevant insurer to cancel, rescind or suspend any insurance or cover, or to treat any insurance, cover or claim as voided in whole or part. The Supplier shall use all reasonable endeavours to notify the Buyer (subject to third party confidentiality obligations) as soon as practicable when it becomes aware of any relevant fact, circumstance or matter which has caused, or is reasonably likely to provide grounds to, the relevant insurer to give notice to cancel, rescind, suspend or void any insurance, or any cover or claim under any insurance in whole or in part.

7. Insurance claims

- 7.1 The Supplier shall promptly notify to insurers any matter arising from, or in relation to, the Deliverables, or this Contract for which it may be entitled to claim under any of the Insurances. In the event that the Buyer receives a claim relating to or arising out of this Contract or the Deliverables, the Supplier shall co-operate with the Buyer and assist it in dealing with such claims including without limitation providing information and documentation in a timely manner.
- 7.2 Except where the Buyer is the claimant party, the Supplier shall give the Buyer notice within twenty (20) Working Days after any insurance claim in excess of £50,000 relating to or arising out of the provision of the Deliverables or this Contract on any of the Insurances or which, but for the application of the applicable policy excess, would be made on any of the Insurances and (if required by the Buyer) full details of the incident giving rise to the claim.
- 7.3 Where any Insurance requires payment of a premium, the Supplier shall be liable for and shall promptly pay such premium.
- 7.4 Where any Insurance is subject to an excess or deductible below which the indemnity from insurers is excluded, the Supplier shall be liable for such excess or deductible. The Supplier shall not be entitled to recover from the Buyer any sum paid by way of excess or deductible under the Insurances whether under the terms of this Contract or otherwise.

ANNEX: REQUIRED INSURANCES

PART A: THIRD PARTY PUBLIC AND PRODUCTS LIABILITY INSURANCE

1. Insured

The Supplier

2. Interest

2.1 To indemnify the Insured in respect of all sums which the Insured shall become legally liable to pay as damages, including claimant's costs and expenses, in respect of accidental:

2.1.1 death or bodily injury to or sickness, illness or disease contracted by any person; and

2.1.2 loss of or damage to physical property;

happening during the period of insurance (as specified in Paragraph 5) and arising out of or in connection with the provision of the Deliverables and in connection with this Contract.

3. Limit of indemnity

3.1 Not less than £1m in respect of any one occurrence, the number of occurrences being unlimited in any annual policy period, but £5m in the aggregate per annum in respect of products and pollution liability (to the extent insured by the relevant policy).

4. Territorial limits

United Kingdom

5. Period of insurance

From the date of this Contract for the period of this Contract and renewable on an annual basis unless agreed otherwise by the Buyer in writing.

6. Cover features and extensions

Indemnity to principals clause under which the Buyer shall be indemnified in respect of claims made against the Buyer in respect of death or bodily injury or third party property damage arising out of or in connection with this Contract and for which the Supplier is legally liable.

7. Principal exclusions

7.1 War and related perils.

7.2 Nuclear and radioactive risks.

- 7.3 Liability for death, illness, disease or bodily injury sustained by employees of the Insured arising out of the course of their employment.
- 7.4 Liability arising out of the use of mechanically propelled vehicles whilst required to be compulsorily insured by applicable Law in respect of such vehicles.
- 7.5 Liability in respect of predetermined penalties or liquidated damages imposed under any contract entered into by the Insured.
- 7.6 Liability arising out of technical or professional advice other than in respect of death or bodily injury to persons or damage to third party property.
- 7.7 Liability arising from the ownership, possession or use of any aircraft or marine vessel.
- 7.8 Liability arising from seepage and pollution unless caused by a sudden, unintended, unexpected and accidental occurrence.

8. Maximum deductible threshold

Not to exceed **£5m** for each and every third party property damage claim (personal injury claims to be paid in full).

PART B: UNITED KINGDOM COMPULSORY INSURANCES

The Supplier shall meet its insurance obligations under applicable Law in full, including, United Kingdom employers' liability insurance and motor third party liability insurance.

The Supplier shall effect and maintain in force with a reputable insurance company employer's liability and public liability insurances for the sum of £5,000,000 for any one claim, for professional indemnity insurances for the sum of £5,000,000 for any one claim and insurance to cover the liability of the Supplier under the Contract. Such insurances shall be maintained for the Term and for a minimum of 6 years following the end of the Term.

PART C: ADDITIONAL INSURANCES

Product Liability Insurance	£1m
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Schedule 23 (Guarantee)

1. Definitions

In this Schedule, the following words shall have the following meanings and they shall supplement Schedule 1 (Definitions):

"Guarantee"	a deed of guarantee in favour of a Buyer in the form substantially set out in the Annex to this Schedule; and
"Guarantor"	the person acceptable to a Buyer to give a Guarantee.

2. Guarantee

2.1 Where a Buyer has notified the Supplier that the award of this Contract by the Buyer shall be conditional upon receipt of a valid Guarantee, then, on or prior to the execution of this Contract, as a condition for the award of this Contract, the Supplier shall deliver to the Buyer:

2.1.1 an executed Guarantee from a Guarantor; and

2.1.2 a certified copy extract of the board minutes and/or resolution of the Guarantor approving the execution of the Guarantee.

2.2 Where a Buyer has procured a Guarantee from the Supplier under Paragraph 2.1 above, the Buyer may terminate this Contract for Material Default where:

2.2.1 the Guarantor withdraws the Guarantee for any reason whatsoever;

2.2.2 the Guarantor is in breach or anticipatory breach of the Guarantee (and has failed to rectify the anticipatory breach or secure a replacement Guarantor to the satisfaction of the Buyer within 10 Working Days of becoming aware of such anticipatory breach);

2.2.3 an Insolvency Event occurs in respect of the Guarantor;

2.2.4 the Guarantee becomes invalid or unenforceable for any reason whatsoever; or

2.2.5 the Supplier fails to provide the documentation required by Paragraph 2.1 by the date so specified by the Buyer;

2.2.6 and in each case the Guarantee (as applicable) is not replaced by an alternative guarantee agreement acceptable to the Buyer,

and the consequences of termination set out in Clause 14.5.1 shall apply.

Annex 1 – Form of Guarantee

[Guidance Note: this is a draft form of guarantee which can be used to procure a Guarantee, but it will need to be amended to reflect the Beneficiary's requirements.]

[INSERT NAME OF THE GUARANTOR]

- AND -

[INSERT NAME OF THE BENEFICIARY]

DEED OF GUARANTEE

DEED OF GUARANTEE

THIS DEED OF GUARANTEE is made the day of 20[]

PROVIDED BY:

[Insert the name of the Guarantor] [a company incorporated in England and Wales] with number [insert company no.] whose registered office is at [insert details of the Guarantor's registered office here] [OR] [a company incorporated under the laws of [insert country], registered in [insert country] with number [insert number] at [insert place of registration], whose principal office is at [insert office details] ("Guarantor")

WHEREAS:

- (A) The Guarantor has agreed, in consideration of the Beneficiary entering into the Guaranteed Agreement with the Supplier, to guarantee all of the Supplier's obligations under the Guaranteed Agreement.
- (B) It is the intention of the Parties that this document be executed and take effect as a deed.

Now in consideration of the Beneficiary entering into the Guaranteed Agreement, the Guarantor hereby agrees for the benefit of the Beneficiary as follows:

1. DEFINITIONS AND INTERPRETATION

In this Deed of Guarantee:

- 1.1 unless defined elsewhere in this Deed of Guarantee or the context requires otherwise, defined terms shall have the same meaning as they have for the purposes of the Guaranteed Agreement;
- 1.2 the words and phrases below shall have the following meanings:

[Guidance Note: Insert and/or settle Definitions, including from the following list]

"Beneficiary(s)"	means all the Buyer(s) under a Contract [Insert name of the Buyer with whom the Supplier enters into this Contract] and "Beneficiaries" shall be construed accordingly;
"Goods"	has the meaning given to it in this Contract;
"Guaranteed Agreement"	means the contract with Contract Reference [Insert contract reference number] for the Goods and/or Services dated on or about the date hereof made between the Beneficiary and the Supplier;

"Guaranteed Obligations"	means all obligations and liabilities of the Supplier to the Beneficiary under the Guaranteed Agreement together with all obligations owed by the Supplier to the Beneficiary that are supplemental to, incurred under, ancillary to or calculated by reference to the Guaranteed Agreement;
"Services"	has the meaning given to it in this Contract;
"Supplier"	means [Insert the name, address and registration number of the Supplier as each appears in the Award Form].

- 1.3 references to this Deed of Guarantee and any provisions of this Deed of Guarantee or to any other document or agreement (including to the Guaranteed Agreement) are to be construed as references to this Deed of Guarantee, those provisions or that document or agreement in force for the time being and as amended, varied, restated, supplemented, substituted or novated from time to time;
- 1.4 unless the context otherwise requires, words importing the singular are to include the plural and vice versa;
- 1.5 references to a person are to be construed to include that person's assignees or transferees or successors in title, whether direct or indirect;
- 1.6 the words "other" and "otherwise" are not to be construed as confining the meaning of any following words to the class of thing previously stated where a wider construction is possible;
- 1.7 unless the context otherwise requires, reference to a gender includes the other gender and the neuter;
- 1.8 unless the context otherwise requires, references to an Act of Parliament, statutory provision or statutory instrument include a reference to that Act of Parliament, statutory provision or statutory instrument as amended, extended or re-enacted from time to time and to any regulations made under it;
- 1.9 unless the context otherwise requires, any phrase introduced by the words "including", "includes", "in particular", "for example" or similar, shall be construed as illustrative and without limitation to the generality of the related general words;
- 1.10 references to Clauses and Schedules are, unless otherwise provided, references to Clauses and Schedules to this Deed of Guarantee; and
- 1.11 references to liability are to include any liability whether actual, contingent, present or future.

2. GUARANTEE AND INDEMNITY

- 2.1 The Guarantor irrevocably and unconditionally guarantees and undertakes to the Beneficiary to procure that the Supplier duly and punctually performs all of the Guaranteed Obligations now or hereafter due, owing or incurred by the Supplier to the Beneficiary.
- 2.2 The Guarantor irrevocably and unconditionally undertakes upon demand to pay to the Beneficiary all monies and liabilities which are now or at any time hereafter shall have become payable by the Supplier to the Beneficiary under or in connection with the Guaranteed Agreement or in respect of the Guaranteed Obligations as if it were a primary obligor.
- 2.3 If at any time the Supplier shall fail to perform any of the Guaranteed Obligations, the Guarantor, as primary obligor, irrevocably and unconditionally undertakes to the Beneficiary that, upon first demand by the Beneficiary it shall, at the cost and expense of the Guarantor:
 - 2.3.1 fully, punctually and specifically perform such Guaranteed Obligations as if it were itself a direct and primary obligor to the Beneficiary in respect of the Guaranteed Obligations and liable as if the Guaranteed Agreement had been entered into directly by the Guarantor and the Beneficiary; and
 - 2.3.2 as a separate and independent obligation and liability, indemnify and keep the Beneficiary indemnified against all losses, damages, costs and expenses (including VAT thereon, and including all court costs and all legal fees on a solicitor and own client basis, together with any disbursements,) of whatever nature which may result or which such Beneficiary may suffer, incur or sustain arising in any way whatsoever out of a failure by the Supplier to perform the Guaranteed Obligations save that, subject to the other provisions of this Deed of Guarantee, this shall not be construed as imposing greater obligations or liabilities on the Guarantor than are purported to be imposed on the Supplier under the Guaranteed Agreement.
- 2.4 As a separate and independent obligation and liability from its obligations and liabilities under Clauses 2.1 to 2.3 above, the Guarantor as a primary obligor irrevocably and unconditionally undertakes to indemnify and keep the Beneficiary indemnified on demand against all losses, damages, costs and expenses (including VAT thereon, and including all legal costs and expenses), of whatever nature, whether arising under statute, contract or at common law, which such Beneficiary may suffer or incur if any obligation guaranteed by the Guarantor is or becomes unenforceable, invalid or illegal as if the obligation guaranteed had not become unenforceable, invalid or illegal provided that the Guarantor's liability shall be no greater than the Supplier's liability would have been if the obligation guaranteed had not become unenforceable, invalid or illegal.

3. OBLIGATION TO ENTER INTO A NEW CONTRACT

If the Guaranteed Agreement is terminated for any reason, whether by the Beneficiary or the Supplier, or if the Guaranteed Agreement is disclaimed by a liquidator of the Supplier or the obligations of the Supplier are declared to be void or voidable for any reason, then the Guarantor will, at the request of the Beneficiary enter into a contract with the Beneficiary in terms mutatis mutandis the same as the Guaranteed Agreement and the obligations of the Guarantor under such substitute agreement shall be the same as if the Guarantor had been original obligor under the Guaranteed Agreement or under an agreement entered into on the same terms and at the same time as the Guaranteed Agreement with the Beneficiary.

4. DEMANDS AND NOTICES

- 4.1 Any demand or notice served by the Beneficiary on the Guarantor under this Deed of Guarantee shall be in writing, addressed to:

[Insert Address of the Guarantor in England and Wales]

[Insert Facsimile Number]

For the Attention of **[Insert details]**

or such other address in England and Wales or facsimile number as the Guarantor has from time to time notified to the Beneficiary in writing in accordance with the terms of this Deed of Guarantee as being an address or facsimile number for the receipt of such demands or notices.

- 4.2 Any notice or demand served on the Guarantor or the Beneficiary under this Deed of Guarantee shall be deemed to have been served:
- 4.2.1 if delivered by hand, at the time of delivery; or
 - 4.2.2 if posted, at 10.00 a.m. on the second Working Day after it was put into the post; or
 - 4.2.3 if sent by facsimile, at the time of despatch, if despatched before 5.00 p.m. on any Working Day, and in any other case at 10.00 a.m. on the next Working Day.
- 4.3 In proving service of a notice or demand on the Guarantor or the Beneficiary it shall be sufficient to prove that delivery was made, or that the envelope containing the notice or demand was properly addressed and posted as a prepaid first class recorded delivery letter, or that the facsimile message was properly addressed and despatched, as the case may be.
- 4.4 Any notice purported to be served on the Beneficiary under this Deed of Guarantee shall only be valid when received in writing by the Beneficiary.

5. BENEFICIARY'S PROTECTIONS

- 5.1 The Guarantor shall not be discharged or released from this Deed of Guarantee by any arrangement made between the Supplier and the Beneficiary (whether or not such arrangement is made with or without the assent of the Guarantor) or by any amendment to or termination of the Guaranteed Agreement or by any forbearance or indulgence whether as to payment, time, performance or otherwise granted by the Beneficiary in relation thereto (whether or not such amendment, termination, forbearance or indulgence is made with or without the assent of the Guarantor) or by the Beneficiary doing (or omitting to do) any other matter or thing which but for this provision might exonerate the Guarantor.
- 5.2 This Deed of Guarantee shall be a continuing security for the Guaranteed Obligations and accordingly:
- 5.2.1 it shall not be discharged, reduced or otherwise affected by any partial performance (except to the extent of such partial performance) by the Supplier of the Guaranteed Obligations or by any omission or delay on the part of the Beneficiary in exercising its rights under this Deed of Guarantee;
- 5.2.2 it shall not be affected by any dissolution, amalgamation, reconstruction, reorganisation, change in status, function, control or ownership, insolvency, liquidation, administration, appointment of a receiver, voluntary arrangement, any legal limitation or other incapacity, of the Supplier, the Beneficiary, the Guarantor or any other person;
- 5.2.3 if, for any reason, any of the Guaranteed Obligations shall prove to have been or shall become void or unenforceable against the Supplier for any reason whatsoever, the Guarantor shall nevertheless be liable in respect of that purported obligation or liability as if the same were fully valid and enforceable and the Guarantor were principal debtor in respect thereof; and
- 5.2.4 the rights of the Beneficiary against the Guarantor under this Deed of Guarantee are in addition to, shall not be affected by and shall not prejudice, any other security, guarantee, indemnity or other rights or remedies available to the Beneficiary.
- 5.3 The Beneficiary shall be entitled to exercise its rights and to make demands on the Guarantor under this Deed of Guarantee as often as it wishes and the making of a demand (whether effective, partial or defective) in respect of the Default by the Supplier of any Guaranteed Obligation shall not preclude the Beneficiary from making a further demand in respect of the same or some other Default in respect of the same Guaranteed Obligation.
- 5.4 The Beneficiary shall not be obliged before taking steps to enforce this Deed of Guarantee against the Guarantor to obtain judgment against the Supplier or the Guarantor or any third party in any court, or to make or file any claim in a bankruptcy or liquidation of the Supplier or any third party, or to take

any action whatsoever against the Supplier or the Guarantor or any third party or to resort to any other security or guarantee or other means of payment. No action (or inaction) by the Beneficiary in respect of any such security, guarantee or other means of payment shall prejudice or affect the liability of the Guarantor hereunder.

- 5.5 The Beneficiary's rights under this Deed of Guarantee are cumulative and not exclusive of any rights provided by law and may be exercised from time to time and as often as the Beneficiary deems expedient.
- 5.6 Any waiver by the Beneficiary of any terms of this Deed of Guarantee, or of any Guaranteed Obligations shall only be effective if given in writing and then only for the purpose and upon the terms and conditions, if any, on which it is given.
- 5.7 Any release, discharge or settlement between the Guarantor and the Beneficiary shall be conditional upon no security, disposition or payment to the Beneficiary by the Guarantor or any other person being void, set aside or ordered to be refunded pursuant to any enactment or law relating to liquidation, administration or insolvency or for any other reason whatsoever and if such condition shall not be fulfilled the Beneficiary shall be entitled to enforce this Deed of Guarantee subsequently as if such release, discharge or settlement had not occurred and any such payment had not been made. The Beneficiary shall be entitled to retain this security after as well as before the payment, discharge or satisfaction of all monies, obligations and liabilities that are or may become due owing or incurred to the Beneficiary from the Guarantor for such period as the Beneficiary may determine.
- 5.8 The Guarantor shall afford any auditor of the Beneficiary appointed under the Guaranteed Agreement access to such records and accounts at the Guarantor's premises and/or provide such records and accounts or copies of the same, as may be required and agreed with any of the Beneficiary's auditors from time to time, in order that the Auditor may identify or investigate any circumstances which may impact upon the financial stability of the Guarantor.

6. GUARANTOR INTENT

Without prejudice to the generality of Clause 5 (Beneficiary's protections), the Guarantor expressly confirms that it intends that this Deed of Guarantee shall extend from time to time to any (however fundamental) variation, increase, extension or addition of or to the Guaranteed Agreement and any associated fees, costs and/or expenses.

7. RIGHTS OF SUBROGATION

- 7.1 The Guarantor shall, at any time when there is any Default in the performance of any of the Guaranteed Obligations by the Supplier and/or any default by the Guarantor in the performance of any of its obligations under this Deed of Guarantee, exercise any rights it may have:

7.1.1 of subrogation and indemnity;

7.1.2 to take the benefit of, share in or enforce any security or other guarantee or indemnity for the Supplier's obligations; and

7.1.3 to prove in the liquidation or insolvency of the Supplier,

only in accordance with the Beneficiary's written instructions and shall hold any amount recovered as a result of the exercise of such rights on trust for the Beneficiary and pay the same to the Beneficiary on first demand. The Guarantor hereby acknowledges that it has not taken any security from the Supplier and agrees not to do so until Beneficiary receives all moneys payable hereunder and will hold any security taken in breach of this Clause on trust for the Beneficiary.

8. DEFERRAL OF RIGHTS

8.1 Until all amounts which may be or become payable by the Supplier under or in connection with the Guaranteed Agreement have been irrevocably paid in full, the Guarantor agrees that, without the prior written consent of the Beneficiary, it will not:

8.1.1 exercise any rights it may have to be indemnified by the Supplier;

8.1.2 claim any contribution from any other guarantor of the Supplier's obligations under the Guaranteed Agreement;

8.1.3 take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Beneficiary under the Guaranteed Agreement or of any other guarantee or security taken pursuant to, or in connection with, the Guaranteed Agreement;

8.1.4 demand or accept repayment in whole or in part of any indebtedness now or hereafter due from the Supplier; or

8.1.5 claim any set-off or counterclaim against the Supplier;

8.2 If the Guarantor receives any payment or other benefit or exercises any set off or counterclaim or otherwise acts in breach of this Clause 8, anything so received and any benefit derived directly or indirectly by the Guarantor therefrom shall be held on trust for the Beneficiary and applied in or towards discharge of its obligations to the Beneficiary under this Deed of Guarantee.

9. REPRESENTATIONS AND WARRANTIES

9.1 The Guarantor hereby represents and warrants to the Beneficiary that:

9.1.1 the Guarantor is duly incorporated and is a validly existing company under the laws of its place of incorporation, has the capacity to sue or be sued in its own name and has power to carry on its business as now being conducted and to own its property and other assets;

9.1.2 the Guarantor has full power and authority to execute, deliver and perform its obligations under this Deed of Guarantee and no

limitation on the powers of the Guarantor will be exceeded as a result of the Guarantor entering into this Deed of Guarantee;

- 9.1.3 the execution and delivery by the Guarantor of this Deed of Guarantee and the performance by the Guarantor of its obligations under this Deed of Guarantee including entry into and performance of a contract pursuant to Clause 3, have been duly authorised by all necessary corporate action and do not contravene or conflict with:
- (a) the Guarantor's memorandum and articles of association or other equivalent constitutional documents;
 - (b) any existing law, statute, rule or regulation or any judgment, decree or permit to which the Guarantor is subject; or
 - (c) the terms of any agreement or other document to which the Guarantor is a Party or which is binding upon it or any of its assets;
- 9.1.4 all governmental and other authorisations, approvals, licences and consents, required or desirable, to enable it lawfully to enter into, exercise its rights and comply with its obligations under this Deed of Guarantee, and to make this Deed of Guarantee admissible in evidence in its jurisdiction of incorporation, have been obtained or effected and are in full force and effect; and
- 9.1.5 this Deed of Guarantee is the legal, valid and binding obligation of the Guarantor and is enforceable against the Guarantor in accordance with its terms.

10. PAYMENTS AND SET-OFF

- 10.1 All sums payable by the Guarantor under this Deed of Guarantee shall be paid without any set-off, lien or counterclaim, deduction or withholding, howsoever arising, except for those required by law, and if any deduction or withholding must be made by law, the Guarantor will pay that additional amount which is necessary to ensure that the Beneficiary receives a net amount equal to the full amount which it would have received if the payment had been made without the deduction or withholding.
- 10.2 The Guarantor shall pay interest on any amount due under this Deed of Guarantee at the applicable rate under the Late Payment of Commercial Debts (Interest) Act 1998, accruing on a daily basis from the due date up to the date of actual payment, whether before or after judgment.
- 10.3 The Guarantor will reimburse the Beneficiary for all legal and other costs (including VAT) incurred by the Beneficiary in connection with the enforcement of this Deed of Guarantee.

11. GUARANTOR'S ACKNOWLEDGEMENT

The Guarantor warrants, acknowledges and confirms to the Beneficiary that it has not entered into this Deed of Guarantee in reliance upon, nor has it been induced to enter into this Deed of Guarantee by any representation, warranty or undertaking made by or on behalf of the Beneficiary (whether express or implied and whether pursuant to statute or otherwise) which is not set out in this Deed of Guarantee.

12. ASSIGNMENT

12.1 The Beneficiary shall be entitled to assign or transfer the benefit of this Deed of Guarantee at any time to any person without the consent of the Guarantor being required and any such assignment or transfer shall not release the Guarantor from its liability under this Guarantee.

12.2 The Guarantor may not assign or transfer any of its rights and/or obligations under this Deed of Guarantee.

13. SEVERANCE

If any provision of this Deed of Guarantee is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if this Deed of Guarantee had been executed with the invalid, illegal or unenforceable provision eliminated.

14. THIRD PARTY RIGHTS

Other than the Beneficiary, a person who is not a Party to this Deed of Guarantee shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Deed of Guarantee. This Clause does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.

15. SURVIVAL

This Deed of Guarantee shall survive termination or expiry of the Guaranteed Agreement.

16. GOVERNING LAW

16.1 This Deed of Guarantee and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in all respects in accordance with English law.

16.2 The Guarantor irrevocably agrees for the benefit of the Beneficiary that the courts of England shall have jurisdiction to hear and determine any suit, action or proceedings and to settle any dispute which may arise out of or in

connection with this Deed of Guarantee and for such purposes hereby irrevocably submits to the jurisdiction of such courts.

16.3 Nothing contained in this Clause shall limit the rights of the Beneficiary to take proceedings against the Guarantor in any other court of competent jurisdiction, nor shall the taking of any such proceedings in one or more jurisdictions preclude the taking of proceedings in any other jurisdiction, whether concurrently or not (unless precluded by applicable law).

16.4 The Guarantor irrevocably waives any objection which it may have now or in the future to the courts of England being nominated for the purpose of this Clause on the ground of venue or otherwise and agrees not to claim that any such court is not a convenient or appropriate forum.

[Guidance Note: Include the above provision when dealing with the appointment of English process agent by a non English incorporated Guarantor]

16.5 [The Guarantor hereby irrevocably designates, appoints and empowers [the Supplier] [a suitable alternative to be agreed if the Supplier's registered office is not in England or Wales] either at its registered office or on facsimile number [insert fax no.] from time to time to act as its authorised agent to receive notices, demands, service of process and any other legal summons in England and Wales for the purposes of any legal action or proceeding brought or to be brought by the Beneficiary in respect of this Deed of Guarantee. The Guarantor hereby irrevocably consents to the service of notices and demands, service of process or any other legal summons served in such way.]

IN WITNESS whereof the Guarantor has caused this instrument to be executed and delivered as a Deed the day and year first before written.

EXECUTED as a DEED by

[Insert name of the Guarantor] acting by **[Insert/print names]**

Director

Director/Secretary

Schedule 25 (Rectification Plan)

Request for [Revised] Rectification Plan			
Details of the Notifiable Default:	[Guidance: Explain the Notifiable Default, with clear schedule and clause references as appropriate]		
Deadline for receiving the [Revised] Rectification Plan:	[add date (minimum 10 days from request)]		
Signed by Buyer:		Date:	
Supplier [Revised] Rectification Plan			
Cause of the Notifiable Default	[add cause]		
Anticipated impact assessment:	[add impact]		
Actual effect of Notifiable Default:	[add effect]		
Steps to be taken to rectification:	Steps	Timescale	
	1.	[date]	
	2.	[date]	
	3.	[date]	
	4.	[date]	
	[...]	[date]	
Timescale for complete Rectification of Notifiable Default	[X] Working Days		
Steps taken to prevent recurrence of Notifiable Default	Steps	Timescale	
	1.	[date]	
	2.	[date]	
	3.	[date]	

	4.	[date]	
	[...]	[date]	
Signed by the Supplier:		Date:	
Review of Rectification Plan Buyer			
Outcome of review	[Plan Accepted] [Plan Rejected] [Revised Plan Requested]		
Reasons for rejection (if applicable)	[add reasons]		
Signed by Buyer		Date:	

Schedule 26 (Sustainability)

1. Definitions

“Modern Slavery Assessment Tool”	means the modern slavery risk identification and management tool which can be found online at: https://supplierregistration.cabinetoffice.gov.uk/msat
“Supply Chain Map”	<p>means details of (i) the Supplier, (ii) all Subcontractors and (iii) any other entity that the Supplier is aware is in its supply chain that is not a Subcontractor, setting out at least:</p> <ul style="list-style-type: none">(a) the name, registered office and company registration number of each entity in the supply chain;(b) the function of each entity in the supply chain; and(c) the location of any premises at which an entity in the supply chain carries out a function in the supply chain; and
“Waste Hierarchy”	<p>means prioritisation of waste management in the following order of preference as set out in the Waste (England and Wales) Regulation 2011:</p> <ul style="list-style-type: none">(a) Prevention;(b) Preparing for re-use;(c) Recycling;(d) Other Recovery; and(e) Disposal.

Part A

1. Public Sector Equality Duty

- 1.1 In addition to legal obligations, where the Supplier is providing a Deliverable to which the Public Sector Equality duty applies, the Supplier shall support the Buyer in fulfilling its Public Sector Equality duty under S149 of the Equality Act 2010 by ensuring that it fulfils its obligations under this Contract in a way that seeks to:
 - 1.1.1 eliminate discrimination, harassment or victimisation and any other conduct prohibited by the Equality Act 2010; and
 - 1.1.2 advance:
 - (a) equality of opportunity; and

(b) good relations,

between those with a protected characteristic (age, disability, gender reassignment, pregnancy and maternity, race, religion or belief, sex, sexual orientation, and marriage and civil partnership) and those who do not share it.

2. Employment Law

The Supplier must perform its obligations meeting the requirements of all applicable Law regarding employment.

3. Modern Slavery

3.1 The Supplier:

- 3.1.1 shall not use, nor allow its Subcontractors to use forced, bonded or involuntary prison labour;
- 3.1.2 shall not require any Supplier Staff or Subcontractor Staff to lodge deposits or identity papers with the employer and shall be free to leave their employer after reasonable notice;
- 3.1.3 warrants and represents that it has not been convicted of any slavery or human trafficking offences anywhere around the world;
- 3.1.4 warrants that to the best of its knowledge it is not currently under investigation, inquiry or enforcement proceedings in relation to any allegation of slavery or human trafficking offences anywhere around the world;
- 3.1.5 shall make reasonable enquires to ensure that its officers, employees and Subcontractors have not been convicted of slavery or human trafficking offences anywhere around the world;
- 3.1.6 shall have and maintain throughout the Term its own policies and procedures to ensure its compliance with the Modern Slavery Act 2015 and include in its contracts with its Subcontractors anti-slavery and human trafficking provisions;
- 3.1.7 shall implement due diligence procedures to ensure that there is no slavery or human trafficking in any part of its supply chain performing obligations under this Contract;
- 3.1.8 shall prepare and deliver to the Buyer, an annual slavery and human trafficking report setting out the steps it has taken to ensure that slavery and human trafficking is not taking place in any of its supply chains or in any part of its business with its annual certification of compliance with this Paragraph 3;
- 3.1.9 shall not use, nor allow its employees or Subcontractors to use physical abuse or discipline, the threat of physical abuse, sexual or other harassment and verbal abuse or other forms of intimidation of its employees or Subcontractors;
- 3.1.10 shall not use or allow child or slave labour to be used by its Subcontractors;

- 3.1.11 shall report the discovery or suspicion of any slavery, trafficking, forced labour, child labour, involuntary prison labour or labour rights abuses by it or its Subcontractors to the Buyer and Modern Slavery Helpline and relevant national or local law enforcement agencies;
- 3.1.12 if the Supplier is in Default under Paragraphs 3.1.1 to 3.1.11 of this Part A of Schedule 26 the Buyer may by notice:
 - (a) require the Supplier to remove from performance of this Contract any sub-contractor, Supplier Personnel or other persons associated with it whose acts or omissions have caused the Default; or
 - (b) immediately terminate this Contract and the consequences of termination set out in Clause 14.5.1 of the Core Terms shall apply; and
- 3.1.13 shall, if the Supplier or the Buyer identifies any occurrence of modern slavery connected to this Contract, comply with any request of the Buyer to follow the Rectification Plan Process to submit a remedial action plan which follows the form set out in Annex D of the Tackling Modern Slavery in Government Supply Chains guidance to PPN 02/23 (Tackling Modern Slavery in Government Supply Chains).
- 3.2 If the Supplier notifies the Buyer pursuant to Clause 3.1.11 it shall respond promptly to the Buyer's enquiries, co-operate with any investigation, and allow the Authority to audit any books, records and/or any other relevant documentation in accordance with this Contract.
- 3.3 If the Supplier is in Default under Paragraph 3.1 of this Part A of Schedule 26 [Guidance: Include if Optional paragraph **Error! Reference source not found.** of Part B of this Schedule is included or Paragraph **Error! Reference source not found.** of Part B of Schedule 26] the Buyer may by notice:
 - 3.3.1 require the Supplier to remove from performance of this Contract any Sub-Contractor, Supplier Personnel or other persons associated with it whose acts or omissions have caused the Default; or
 - 3.3.2 immediately terminate this Contract and the consequences of termination set out in Clause 14.5.1 of the Core Terms shall apply.

4. Environmental Requirements

- 4.1 The Supplier must perform its obligations meeting in all material respects the requirements of all applicable Laws regarding the environment.
- 4.2 In performing its obligations under this Contract, the Supplier shall, where applicable to this Contract, to the reasonable satisfaction of the Buyer:
 - 4.2.1 prioritise waste management in accordance with the Waste Hierarchy as set out in Law;

- 4.2.2 be responsible for ensuring that any waste generated by the Supplier and sent for recycling, disposal or other recovery as a consequence of this Contract is taken by a licensed waste carrier to an authorised site for treatment or disposal and that the disposal or treatment of waste complies with the Law; and
- 4.2.3 ensure that it and any third parties used to undertake recycling, disposal or other recovery as a consequence of this Contract do so in a legally compliant way, and can demonstrate that reasonable checks are undertaken to ensure this on a regular basis and provide relevant data and evidence of recycling, recovery and disposal.
- 4.3 In circumstances that a permit, licence or exemption to carry or send waste generated under this Contract is revoked, the Supplier shall cease to carry or send waste or allow waste to be carried by any Subcontractor until authorisation is obtained from the Environment Agency.
- 4.4 In performing its obligations under this Contract, the Supplier shall to the reasonable satisfaction of the Buyer (where the anticipated Charges in any Contract Year are above £5 million per annum (excluding VAT)), where related to and proportionate to the contract in accordance with PPN 06/21), publish and maintain a credible Carbon Reduction Plan in accordance with PPN 06/21.
- 4.5 The Supplier shall meet the applicable Government Buying Standards applicable to Deliverables which can be found online at:
<https://www.gov.uk/government/collections/sustainable-procurement-the-government-buying-standards-gbs>.

5. Supplier Code of Conduct

- 5.1 In February 2019, HM Government published a Supplier Code of Conduct setting out the standards and behaviours expected of suppliers who work with government which can be found online at:
https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/1163536/Supplier_Code_of_Conduct_v3.pdf
The Buyer expects to meet, and expects its suppliers and subcontractors to meet, the standards set out in that Code.

6. Reporting

The Supplier shall comply with reasonable requests by the Buyer for information evidencing compliance with any of the requirements in Paragraphs 1-5 of this Part A above within fourteen (14) days of such request, [provided that such requests are limited to [two (2)] per requirement per Contract Year].

Part B

1. Equality, Diversity and Inclusion – Further Requirements

- 1.1 In delivering the Deliverables, the Supplier will comply with the Buyer's equality, diversity and inclusion requirements, to be provided to the Supplier by the Buyer.
- 1.2 The Supplier shall ensure that it fulfils its obligations under this Contract in a way that does not discriminate against individuals because of socio-economic background, working pattern or having parental or other caring responsibilities.

2. Environmental – Further Requirements

- 2.1 In performing its obligations under the Contract, the Supplier shall, to the reasonable satisfaction of the Buyer:
 - a) meet, in all material respects, the requirements of all applicable Laws regarding the environment; and
 - b) comply with its obligations under the Buyer's current environmental policy, which the Buyer must provide.

3. Modern Slavery– Further Requirements

Not used

4. Further Reporting Requirements

Not used

Part C

Not used

Schedule 27 (Key Subcontractors)

1. Restrictions on certain subcontractors

- 1.1 The Supplier is entitled to sub-contract its obligations under this Contract to the Key Subcontractors set out in the Award Form.
- 1.2 Where during the Contract Period the Supplier wishes to enter into a new Key Subcontract or replace a Key Subcontractor, it must obtain the prior written consent of the Buyer and the Supplier shall, at the time of requesting such consent, provide the Buyer with the information detailed in Paragraph 1.4. The decision of the Buyer to consent or not will not be unreasonably withheld or delayed. Where the Buyer consents to the appointment of a new Key Subcontractor then they will be added to Key Subcontractor section of the Award Form. The Buyer may reasonably withhold their consent to the appointment of a Key Subcontractor if it considers that:
 - 1.2.1 the appointment of a proposed Key Subcontractor may prejudice the provision of the Deliverables or may be contrary to its interests;
 - 1.2.2 the proposed Key Subcontractor is unreliable and/or has not provided reliable goods and or reasonable services to its other customers; and/or
 - 1.2.3 the proposed Key Subcontractor employs unfit persons.
- 1.3 The Supplier shall provide the Buyer with the following information in respect of the proposed Key Subcontractor:
 - 1.3.1 the proposed Key Subcontractor's name, registered office and company registration number;
 - 1.3.2 the scope/description of any Deliverables to be provided by the proposed Key Subcontractor;
 - 1.3.3 where the proposed Key Subcontractor is an Affiliate of the Supplier, evidence that demonstrates to the reasonable satisfaction of the Buyer that the proposed Key Sub-Contract has been agreed on "arm's-length" terms;
 - 1.3.4 the Key Sub-Contract price expressed as a percentage of the total projected Charges over the Contract Period; and
 - 1.3.5 (where applicable) Credit Rating Threshold (as defined in Schedule 24 (Financial Difficulties)) of the Key Subcontractor.
- 1.4 If requested by the Buyer, within ten (10) Working Days of receipt of the information provided by the Supplier pursuant to Paragraph 1.3, the Supplier shall also provide:
 - 1.4.1 a copy of the proposed Key Sub-Contract; and
 - 1.4.2 any further information reasonably requested by the Buyer.
- 1.5 The Supplier shall ensure that each new or replacement Key Sub-Contract shall include:
 - 1.5.1 provisions which will enable the Supplier to discharge its obligations under the this Contract;
 - 1.5.2 a right under CRTPA for the Buyer to enforce any provisions under the Key Sub-Contract which confer a benefit upon the Buyer;

- 1.5.3 a provision enabling the Buyer to enforce the Key Sub-Contract as if it were the Supplier;
 - 1.5.4 a provision enabling the Supplier to assign, novate or otherwise transfer any of its rights and/or obligations under the Key Sub-Contract to the Buyer;
 - 1.5.5 obligations no less onerous on the Key Subcontractor than those imposed on the Supplier under this Contract in respect of:
 - a) the data protection requirements set out in Clause 18 (Data protection);
 - b) the FOIA and other access request requirements set out in Clause 20 (When you can share information);
 - c) the obligation not to embarrass the Buyer or otherwise bring the Buyer into disrepute;
 - d) the keeping of records in respect of the goods and/or services being provided under the Key Sub-Contract, including the maintenance of Open Book Data; and
 - e) the conduct of audits set out in Clause 6 (Record keeping and reporting);
 - 1.5.6 provisions enabling the Supplier to terminate the Key Sub-Contract on notice on terms no more onerous on the Supplier than those imposed on the Buyer under Clauses 14.4 (When the Buyer can end this Contract) and 14.5 (What happens if this Contract ends) of this Contract;
 - 1.5.7 a provision restricting the ability of the Key Subcontractor to sub-contract all or any part of the provision of the Deliverables provided to the Supplier under the Key Sub-Contract without first seeking the written consent of the Buyer; and
 - 1.5.8 a provision enabling the Supplier, the Buyer or any other person on behalf of the Buyer to step-in on substantially the same terms as are set out in Clause 13 (Step-in rights).
- 1.6 The Supplier shall not terminate or materially amend the terms of any Key Sub-Contract without the Buyer's prior written consent, which shall not be unreasonably withheld or delayed.

Schedule 28 (ICT Services)

1. Definitions

1.1 In this Schedule, the following words shall have the following meanings and they shall supplement Schedule 1 (Definitions):

"Emergency Maintenance"	ad hoc and unplanned maintenance provided by the Supplier where either Party reasonably suspects that the ICT Environment or the Services, or any part of the ICT Environment or the Services, has or may have developed a fault;
"ICT"	means Information, Communication and Technology;
"Licensed Software"	all and any Software licensed by or through the Supplier, its Sub-Contractors or any third party to the Buyer for the purposes of or pursuant to this Contract, including any COTS Software;
"Maintenance Schedule"	has the meaning given to it in Paragraph 8 of this Schedule;
"New Release"	an item produced primarily to extend, alter or improve the Software and/or any Deliverable by providing additional functionality or performance enhancement (whether or not defects in the Software and/or Deliverable are also corrected) while still retaining the original designated purpose of that item;
"Operating Environment"	<p>means the Buyer System and any premises (including the Buyer Premises, the Supplier's premises or third party premises) from, to or at which:</p> <ul style="list-style-type: none">(a) the Deliverables are (or are to be) provided; or(b) the Supplier manages, organises or otherwise directs the provision or the use of the Deliverables; or(c) where any part of the Supplier System is situated;
"Permitted Maintenance"	has the meaning given to it in Paragraph 8.2 of this Schedule;

"Quality Plans"	has the meaning given to it in Paragraph 6.1 of this Schedule;
"Sites"	has the meaning given to it in Schedule 1 (Definitions), and for the purposes of this Schedule shall also include any premises from, to or at which physical interface with the Buyer System takes place;

2. When this Schedule should be used

- 2.1 This Schedule is designed to provide additional provisions necessary to facilitate the provision of ICT Services which are part of the Deliverables.

3. Buyer due diligence requirement

- 3.1 The Supplier shall satisfy itself of all relevant details, including but not limited to, details relating to the following:
- 3.1.1 suitability of the existing and (to the extent that it is defined or reasonably foreseeable at the Effective Date) future Operating Environment;
 - 3.1.2 operating processes and procedures and the working methods of the Buyer;
 - 3.1.3 ownership, functionality, capacity, condition and suitability for use in the provision of the Deliverables of the Buyer Assets; and
 - 3.1.4 existing contracts (including any licences, support, maintenance and other contracts relating to the Operating Environment) referred to in the Due Diligence Information which may be novated to, assigned to or managed by the Supplier under this Contract and/or which the Supplier will require the benefit of for the provision of the Deliverables.
- 3.2 The Supplier confirms that it has advised the Buyer in writing of:
- 3.2.1 each aspect, if any, of the Operating Environment that is not suitable for the provision of the ICT Services;
 - 3.2.2 the actions needed to remedy each such unsuitable aspect; and
 - 3.2.3 a timetable for and the costs of those actions.

4. Licensed software warranty

- 4.1 The Supplier represents and warrants that:
- 4.1.1 it has and shall continue to have all necessary rights in and to the Licensed Software made available by the Supplier (and/or any Sub-Contractor) to the Buyer which are necessary for the performance of the Supplier's obligations under this Contract including the receipt of the Deliverables by the Buyer;
 - 4.1.2 all components of the Specially Written Software shall:

- (a) be free from material design and programming errors;
- (b) perform in all material respects in accordance with the relevant specifications contained in Schedule 10 (Service Levels) and Documentation; and
- (c) not infringe any IPR.

5. Provision of ICT Services

5.1 The Supplier shall:

- 5.1.1 ensure that the release of any new COTS Software in which the Supplier owns the IPR, or upgrade to any Software in which the Supplier owns the IPR complies with the interface requirements of the Buyer and (except in relation to new Software or upgrades which are released to address Malicious Software) shall notify the Buyer three (3) Months before the release of any new COTS Software or upgrade;
- 5.1.2 ensure that all Software including upgrades, updates and New Releases used by or on behalf of the Supplier are currently supported versions of that Software and perform in all material respects in accordance with the relevant specification;
- 5.1.3 ensure that the Supplier System will be free of all encumbrances;
- 5.1.4 ensure that the Deliverables are fully compatible with any Buyer Software, Buyer System, or otherwise used by the Supplier in connection with this Contract;
- 5.1.5 minimise any disruption to the Services and the ICT Environment and/or the Buyer's operations when providing the Deliverables.

6. Standards and Quality Requirements

- 6.1 The Supplier shall develop, in the timescales specified in the Award Form, quality plans that ensure that all aspects of the Deliverables are the subject of quality management systems and are consistent with BS EN ISO 9001 or any equivalent standard which is generally recognised as having replaced it ("**Quality Plans**").
- 6.2 The Supplier shall seek Approval from the Buyer (not be unreasonably withheld or delayed) of the Quality Plans before implementing them. Approval shall not act as an endorsement of the Quality Plans and shall not relieve the Supplier of its responsibility for ensuring that the Deliverables are provided to the standard required by this Contract.
- 6.3 Following the approval of the Quality Plans, the Supplier shall provide all Deliverables in accordance with the Quality Plans.
- 6.4 The Supplier shall ensure that the Supplier Personnel shall at all times during the Contract Period:
 - 6.4.1 be appropriately experienced, qualified and trained to supply the Deliverables in accordance with this Contract;

- 6.4.2 apply all due skill, care, diligence in faithfully performing those duties and exercising such powers as necessary in connection with the provision of the Deliverables; and
- 6.4.3 obey all lawful instructions and reasonable directions of the Buyer (including, if so required by the Buyer, the ICT Policy) and provide the Deliverables to the reasonable satisfaction of the Buyer.

7. ICT Audit

- 7.1 The Supplier shall allow any auditor access to the Supplier premises to:
 - 7.1.1 inspect the ICT Environment and the wider service delivery environment (or any part of them);
 - 7.1.2 review any records created during the design and development of the Supplier System and pre-operational environment such as information relating to Testing;
 - 7.1.3 review the Supplier's quality management systems including all relevant Quality Plans.

8. Maintenance of the ICT Environment

- 8.1 If specified by the Buyer in the Award Form, the Supplier shall create and maintain a rolling schedule of planned maintenance to the ICT Environment ("**Maintenance Schedule**") and make it available to the Buyer for Approval in accordance with the timetable and instructions specified by the Buyer.
- 8.2 Once the Maintenance Schedule has been Approved, the Supplier shall only undertake such planned maintenance (which shall be known as "**Permitted Maintenance**") in accordance with the Maintenance Schedule.
- 8.3 The Supplier shall give as much notice as is reasonably practicable to the Buyer prior to carrying out any Emergency Maintenance.
- 8.4 The Supplier shall carry out any necessary maintenance (whether Permitted Maintenance or Emergency Maintenance) where it reasonably suspects that the ICT Environment and/or the Services or any part thereof has or may have developed a fault. Any such maintenance shall be carried out in such a manner and at such times so as to avoid (or where this is not possible so as to minimise) disruption to the ICT Environment and the provision of the Deliverables.

9. Malicious Software

- 9.1 The Supplier shall, throughout the Contract Period, use the latest versions of anti-virus definitions and software available from an industry accepted anti-virus software vendor to check for, contain the spread of, and minimise the impact of Malicious Software.
- 9.2 If Malicious Software is found, the Parties shall co-operate to reduce the effect of the Malicious Software and, particularly if Malicious Software causes loss of operational efficiency or loss or corruption of Government Data, assist each other to mitigate any losses and to restore the provision of the Deliverables to its desired operating efficiency.

- 9.3 Any cost arising out of the actions of the Parties taken in compliance with the provisions of Paragraph 9.2 shall be borne by the Parties as follows:
- 9.3.1 by the Supplier, where the Malicious Software originates from the Supplier Software, the third party Software supplied by the Supplier or the Government Data (whilst the Government Data was under the control of the Supplier) unless the Supplier can demonstrate that such Malicious Software was present and not quarantined or otherwise identified by the Buyer when provided to the Supplier; and
 - 9.3.2 by the Buyer, if the Malicious Software originates from the Buyer Software or the Buyer Data (whilst the Buyer Data was under the control of the Buyer).

Schedule 29 (Key Supplier Staff)

1. Key Supplier Staff

- 1.1 The Annex 1 (Key Role) to this Schedule lists the key roles ("**Key Roles**") and names of the persons who the Supplier shall appoint to fill those Key Roles at the Start Date ("**Key Staff**").
- 1.2 The Supplier shall ensure that the Key Staff fulfil the Key Roles at all times during the Contract Period.
- 1.3 The Buyer may identify any further roles as being Key Roles and, following agreement to the same by the Supplier, the relevant person selected to fill those Key Roles shall be included on the list of Key Staff.
- 1.4 The Supplier shall not and shall procure that any Subcontractor shall not remove or replace any Key Staff unless:
 - 1.4.1 requested to do so by the Buyer or the Buyer Approves such removal or replacement (not to be unreasonably withheld or delayed);
 - 1.4.2 the person concerned resigns, retires or dies or is on parental or long-term sick leave; or
 - 1.4.3 the person's employment or contractual arrangement with the Supplier or Subcontractor is terminated for material breach of contract by the employee.
- 1.5 The Supplier shall:
 - 1.5.1 notify the Buyer promptly of the absence of any Key Staff (other than for short-term sickness or holidays of two (2) weeks or less, in which case the Supplier shall ensure appropriate temporary cover for that Key Role);
 - 1.5.2 ensure that any Key Role is not vacant for any longer than ten (10) Working Days;
 - 1.5.3 give as much notice as is reasonably practicable of its intention to remove or replace any member of Key Staff and, except in the cases of death, unexpected ill health or a material breach of the Key Staff's employment contract, this will mean at least three (3) Months' notice;
 - 1.5.4 ensure that all arrangements for planned changes in Key Staff provide adequate periods during which incoming and outgoing staff work together to transfer responsibilities and ensure that such change does not have an adverse impact on the provision of the Deliverables; and
 - 1.5.5 ensure that any replacement for a Key Role has a level of qualifications and experience appropriate to the relevant Key Role and is fully competent to carry out the tasks assigned to the Key Staff whom they have replaced.

- 1.6 The Buyer may require the Supplier to remove or procure that any Subcontractor shall remove any Key Staff that the Buyer considers in any respect unsatisfactory. The Buyer shall not be liable for the cost of replacing any Key Staff.

Annex 1- Key Roles

Key Role	Key Staff	Contract Details

Schedule 30 (Exit Management)

1. Definitions

- 1.1 In this Schedule, the following words shall have the following meanings and they shall supplement Schedule 1 (Definitions):

"Exclusive Assets"	Supplier Assets used exclusively by the Supplier or a Key Subcontractor in the provision of the Deliverables;
"Exit Information"	has the meaning given to it in Paragraph 3.1 of this Schedule;
"Exit Manager"	the person appointed by each Party to manage their respective obligations under this Schedule;
"Net Book Value"	the current net book value of the relevant Supplier Asset(s) calculated in accordance with the Tender (if stated) or (if not stated) the depreciation policy of the Supplier (which the Supplier shall ensure is in accordance with Good Industry Practice);
"Non-Exclusive Assets"	those Supplier Assets used by the Supplier or a Key Subcontractor in connection with the Deliverables but which are also used by the Supplier or Key Subcontractor for other purposes;
"Replacement Goods"	any goods which are substantially similar to any of the Goods and which the Buyer receives in substitution for any of the Goods following the End Date, whether those goods are provided by the Buyer internally and/or by any third party;
"Replacement Services"	any services which are substantially similar to any of the Services and which the Buyer receives in substitution for any of the Services following the End Date, whether those goods are provided by the Buyer internally and/or by any third party;
"Transferable Assets"	Exclusive Assets which are capable of legal transfer to the Buyer;
"Transferable Contracts"	Sub-Contracts, licences for Supplier's Software, licences for Third Party Software or other agreements which are necessary to enable the Buyer or any Replacement Supplier to provide the Deliverables or the Replacement Goods

	and/or Replacement Services, including in relation to licences all relevant Documentation;
"Transferring Assets"	has the meaning given to it in Paragraph 8.2.1 of this Schedule;
"Transferring Contracts"	has the meaning given to it in Paragraph 8.2.3 of this Schedule; and
"Virtual Library"	the data repository hosted by the Supplier containing the accurate information about this Contract and the Deliverables in accordance with Paragraph 2.2 of this Schedule.

2. Supplier must always be prepared for contract exit

- 2.1 The Supplier shall within ninety (90) days from the Effective Date provide to the Buyer a copy of its depreciation policy to be used for the purposes of calculating Net Book Value.
- 2.2 During the Contract Period, the Supplier shall within ninety (90) days from the Effective Date (or such other period as is specified in the Award Form) create and maintain a Virtual Library containing:
 - 2.2.1 a detailed register of all Supplier Assets (including description, condition, location and details of ownership and status as either Exclusive Assets or Non-Exclusive Assets and Net Book Value) and Sub-contracts and other relevant agreements required in connection with the Deliverables; and
 - 2.2.2 a configuration database detailing the technical infrastructure, a schedule of the IPRs (consistent with Annex 1 of Schedule 36 (Intellectual Property) which the Buyer reasonably requires to benefit from the Deliverables (including who is the owner of such IPRs, the contact details of the owner and whether or not such IPRs are held in escrow), any plans required to be delivered by the Supplier pursuant to Schedule 14 (Business Continuity and Disaster Recovery) or Schedule 24 (Financial Difficulties) and operating procedures through which the Supplier provides the Deliverables,

and the Supplier shall ensure the Virtual Library is structured and maintained in accordance with open standards and the security requirements set out in this Contract and is readily accessible by the Buyer at all times. All information contained in the Virtual Library should be maintained and kept up to date in accordance with the time period set out in the Award Form.
- 2.3 The Supplier shall add to the Virtual Library a list of Supplier Staff and Staffing Information (as that term is defined in Schedule 7 (Staff Transfer)) in connection with the Deliverables in accordance with the timescales set out in Paragraphs 1.1, 1.2 of Part E of Schedule 7 (Staff Transfer).
- 2.4 The Supplier shall:
 - 2.4.1 ensure that all Exclusive Assets listed in the Virtual Library are clearly physically identified as such; and
 - 2.4.2 procure that all licences for Third Party Software and all Sub-Contracts shall be assignable and/or capable of novation (at no cost or restriction to the Buyer) at the request of the Buyer to the Buyer (and/or its nominee)

and/or any Replacement Supplier upon the Supplier ceasing to provide the Deliverables (or part of them) and if the Supplier is unable to do so then the Supplier shall promptly notify the Buyer and the Buyer may require the Supplier to procure an alternative Subcontractor or provider of Deliverables.

- 2.5 Each Party shall appoint an Exit Manager within three (3) Months of the Effective Date. The Parties' Exit Managers will liaise with one another in relation to all issues relevant to the expiry or termination of this Contract.

3. **Assisting re-competition for Deliverables**

- 3.1 The Supplier shall, on reasonable notice, provide to the Buyer and/or its potential Replacement Suppliers (subject to the potential Replacement Suppliers entering into reasonable written confidentiality undertakings), such information (including any access) as the Buyer shall reasonably require in order to facilitate the preparation by the Buyer of any invitation to tender and/or to facilitate any potential Replacement Suppliers undertaking due diligence (the "**Exit Information**"). The Supplier shall, and shall procure that each Subcontractor shall, promptly provide to the Buyer such information as is necessary to enable the Buyer and/or the Former Supplier to carry out their respective duties under regulation 13 of the Employment Regulations.
- 3.2 The Supplier acknowledges that the Buyer may disclose the Supplier's Confidential Information (excluding the Supplier's or its Subcontractors' prices or costs) to an actual or prospective Replacement Supplier to the extent that such disclosure is necessary in connection with such engagement.
- 3.3 The Supplier shall provide complete updates of the Exit Information on an as-requested basis as soon as reasonably practicable and notify the Buyer within five (5) Working Days of any material change to the Exit Information which may adversely impact upon the provision of any Deliverables (and shall consult the Buyer in relation to any such changes).
- 3.4 The Exit Information shall be accurate and complete in all material respects and shall be sufficient to enable a third party to prepare an informed offer for those Deliverables; and not be disadvantaged in any procurement process compared to the Supplier.

4. **Exit Plan**

- 4.1 The Supplier shall, within three (3) Months after the Start Date, deliver to the Buyer a plan which complies with the requirements set out in Paragraph 4.3 of this Schedule and is otherwise reasonably satisfactory to the Buyer (the "**Exit Plan**").
- 4.2 The Parties shall use reasonable endeavours to agree the contents of the Exit Plan. If the Parties are unable to agree the contents of the Exit Plan within twenty (20) Working Days of the latest date for its submission pursuant to Paragraph 4.1, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.
- 4.3 The Exit Plan shall set out, as a minimum:
- 4.3.1 how the Exit Information is obtained;
 - 4.3.2 a mechanism for dealing with partial termination on the assumption that the Supplier will continue to provide the remaining Deliverables under this Contract;

- 4.3.3 the management structure to be employed during the Termination Assistance Period;
 - 4.3.4 a detailed description of both the transfer and cessation processes, including a timetable;
 - 4.3.5 how the Deliverables will transfer to the Replacement Supplier and/or the Buyer;
 - 4.3.6 details of any contracts which will be available for transfer to the Buyer and/or the Replacement Supplier upon the Expiry Date together with any reasonable costs required to effect such transfer;
 - 4.3.7 the scope of Termination Assistance that may be required for the benefit of the Buyer (including which services set out in Annex 1 are applicable);
 - 4.3.8 how Termination Assistance will be provided, including a timetable and critical issues for providing Termination Assistance;
 - 4.3.9 any charges that would be payable for the provision of Termination Assistance (calculated in accordance with Paragraph 4.4 below) together with a capped estimate of such charges;
 - 4.3.10 proposals for the training of key members of the Replacement Supplier's staff in connection with the continuation of the provision of the Deliverables following the Expiry Date;
 - 4.3.11 proposals for providing the Buyer or a Replacement Supplier copies of all documentation relating to the use and operation of the Deliverables and required for their continued use;
 - 4.3.12 proposals for the assignment or novation of all services utilised by the Supplier in connection with the supply of the Deliverables;
 - 4.3.13 proposals for the identification and return of all Buyer Property in the possession of and/or control of the Supplier or any third party;
 - 4.3.14 proposals for the disposal of any redundant Deliverables and materials;
 - 4.3.15 how the Supplier will ensure that there is no disruption to or degradation of the Deliverables during the Termination Assistance Period; and
 - 4.3.16 any other information or assistance reasonably required by the Buyer or a Replacement Supplier.
- 4.4 Any charges payable as a result of the Supplier providing Termination Assistance shall be calculated and charged in accordance with Schedule 3 (Charges). The Supplier shall be entitled to increase or vary the Charges only if it can demonstrate in the Exit Plan that the provision of Termination Assistance requires additional resources and, in any event, any change to the Charges resulting from the provisions of Termination Assistance will be strictly proportionate to the level of resources required for the provision of the Termination Assistance Services.
- 4.5 The Supplier shall:
- 4.5.1 maintain and update the Exit Plan (and risk management plan) no less frequently than:
 - (a) every six (6) months throughout the Contract Period;
 - (b) no later than twenty (20) Working Days after a request from the Buyer for an up-to-date copy of the Exit Plan;

- (c) as soon as reasonably possible following a Termination Assistance Notice, and in any event no later than ten (10) Working Days after the date of the Termination Assistance Notice;
 - (d) as soon as reasonably possible following, and in any event no later than twenty (20) Working Days following, any material change to the Deliverables (including all changes under the Variation Procedure); and
- 4.5.2 jointly review and verify the Exit Plan if required by the Buyer and promptly correct any identified failures.
- 4.6 Only if (by notification to the Supplier in writing) the Buyer agrees with a draft Exit Plan provided by the Supplier under Paragraph 4.2 or 4.4 (as the context requires), shall that draft become the Exit Plan for this Contract.
- 4.7 A version of an Exit Plan agreed between the parties shall not be superseded by any draft submitted by the Supplier.

5. Termination Assistance

- 5.1 The Buyer shall be entitled to require the provision of Termination Assistance at any time during the Contract Period by giving written notice to the Supplier (a **"Termination Assistance Notice"**) at least four (4) Months prior to the Expiry Date or as soon as reasonably practicable (but in any event, not later than one (1) Month) following the service by either Party of a Termination Notice. The Termination Assistance Notice shall specify:
 - 5.1.1 the nature of the Termination Assistance required; and
 - 5.1.2 the start date and period during which it is anticipated that Termination Assistance will be required, which shall continue no longer than twelve (12) Months after the End Date.
- 5.2 The Buyer shall have an option to extend the Termination Assistance Period beyond the initial period specified in the Termination Assistance Notice in one or more extensions, in each case provided that:
 - 5.2.1 no such extension shall extend the Termination Assistance Period beyond the date eighteen (18) Months after the End Date; and
 - 5.2.2 the Buyer shall notify the Supplier of any such extension by serving not less than twenty (20) Working Days' written notice upon the Supplier.

In the event that this clause 5.2 is enacted, the Supplier shall be entitled to notify the Buyer of any cost impact within 10 Working Days of receiving the notice to extend the Termination Assistance Period. Any increase in costs for the extended period must be evidenced to the Buyer's satisfaction, not to be unreasonably withheld, and must be agreed in writing between the Parties.
- 5.3 The Buyer shall have the right to terminate its requirement for Termination Assistance by serving not less than (20) Working Days' written notice upon the Supplier.
- 5.4 In the event that Termination Assistance is required by the Buyer but at the relevant time the parties are still agreeing an update to the Exit Plan pursuant to Paragraph 4, the Supplier will provide the Termination Assistance in good faith and in accordance with the principles in this Schedule and the last Buyer approved version of the Exit Plan (insofar as it still applies).

6. Termination Assistance Period

- 6.1 Throughout the Termination Assistance Period the Supplier shall:
- 6.1.1 continue to provide the Deliverables (as applicable) and otherwise perform its obligations under this Contract and, if required by the Buyer, provide the Termination Assistance;
 - 6.1.2 provide to the Buyer and/or its Replacement Supplier any reasonable assistance and/or access requested by the Buyer and/or its Replacement Supplier including assistance and/or access to facilitate the orderly transfer of responsibility for and conduct of the Deliverables to the Buyer and/or its Replacement Supplier;
 - 6.1.3 use all reasonable endeavours to reallocate resources to provide such assistance without additional costs to the Buyer;
 - 6.1.4 subject to Paragraph 6.3, provide the Deliverables and the Termination Assistance at no detriment to the Service Levels, the provision of the Management Information or any other reports nor to any other of the Supplier's obligations under this Contract;
 - 6.1.5 at the Buyer's request and on reasonable notice, deliver up-to-date contents of the Virtual Library to the Buyer; and
 - 6.1.6 seek the Buyer's prior written consent to access any Buyer Premises from which the de-installation or removal of Supplier Assets is required.
- 6.2 If it is not possible for the Supplier to reallocate resources to provide such assistance as is referred to in Paragraph 6.1.2 without additional costs to the Buyer, any additional costs incurred by the Supplier in providing such reasonable assistance shall be subject to the Variation Procedure.
- 6.3 If the Supplier demonstrates to the Buyer's reasonable satisfaction that the provision of the Termination Assistance will have a material, unavoidable adverse effect on the Supplier's ability to meet one or more particular Service Levels, the Parties shall vary the relevant Service Levels and/or the applicable Service Credits accordingly.

7. Obligations when the contract is terminated

- 7.1 The Supplier shall comply with all of its obligations contained in the Exit Plan.
- 7.2 Upon termination or expiry or at the end of the Termination Assistance Period (or earlier if this does not adversely affect the Supplier's performance of the Deliverables and the Termination Assistance), the Supplier shall:
- 7.2.1 cease to use the Government Data;
 - 7.2.2 vacate any Buyer Premises;
 - 7.2.3 remove the Supplier Equipment together with any other materials used by the Supplier to supply the Deliverables and shall leave the Sites in a clean, safe and tidy condition. The Supplier is solely responsible for making good any damage to the Sites or any objects contained thereon, other than fair wear and tear, which is caused by the Supplier;

- 7.2.4 provide access during normal working hours to the Buyer and/or the Replacement Supplier for up to twelve (12) Months after expiry or termination to:
- (a) such information relating to the Deliverables as remains in the possession or control of the Supplier; and
 - (b) such members of the Supplier Staff as have been involved in the design, development and provision of the Deliverables and who are still employed by the Supplier, provided that the Buyer and/or the Replacement Supplier shall pay the reasonable costs of the Supplier actually incurred in responding to such requests for access.
- 7.3 Upon partial termination, termination or expiry (as the case may be) or at the end of the Termination Assistance Period (or earlier if this does not adversely affect the Supplier's performance of the Services and the Termination Assistance and its compliance with the other provisions of this Schedule), each Party shall return to the other Party (or if requested, destroy or delete) all Confidential Information of the other Party in respect of the terminated Services and shall certify that it does not retain the other Party's Confidential Information save to the extent (and for the limited period) that such information needs to be retained by the Party in question for the purposes of providing or receiving any Services or Termination Assistance or for statutory compliance purposes.

8. Assets, Sub-contracts and Software

- 8.1 Following notice of termination of this Contract and during the Termination Assistance Period, the Supplier shall not, without the Buyer's prior written consent:
- 8.1.1 terminate, enter into or vary any Sub-contract or licence for any software in connection with the Deliverables; or
 - 8.1.2 (subject to normal maintenance requirements) make material modifications to, or dispose of, any existing Supplier Assets or acquire any new Supplier Assets.
- 8.2 Within twenty (20) Working Days of receipt of the up-to-date contents of the Virtual Library provided by the Supplier, the Buyer shall notify the Supplier setting out:
- 8.2.1 which, if any, of the Transferable Assets the Buyer requires to be transferred to the Buyer and/or the Replacement Supplier ("**Transferring Assets**");
 - 8.2.2 which, if any, of:
 - (a) the Exclusive Assets that are not Transferable Assets; and
 - (b) the Non-Exclusive Assets,the Buyer and/or the Replacement Supplier requires the continued use of; and
 - 8.2.3 which, if any, of Transferable Contracts the Buyer requires to be assigned or novated to the Buyer and/or the Replacement Supplier (the "**Transferring Contracts**"), in order for the Buyer and/or its Replacement Supplier to provide the Deliverables from the expiry of the Termination Assistance Period. The Supplier shall provide all reasonable assistance required by the Buyer and/or its Replacement Supplier to enable it to determine which Transferable Assets and Transferable Contracts are required to provide the Deliverables or the Replacement Goods and/or

Replacement Services. Where requested by the Supplier, the Buyer and/or its Replacement Supplier shall discuss in good faith with the Supplier which Transferable Contracts are used by the Supplier in matters unconnected to the Services or Replacement Services.

- 8.3 With effect from the expiry of the Termination Assistance Period, the Supplier shall sell the Transferring Assets to the Buyer and/or the Replacement Supplier for their Net Book Value less any amount already paid for them through the Charges.
- 8.4 Risk in the Transferring Assets shall pass to the Buyer or the Replacement Supplier (as appropriate) at the end of the Termination Assistance Period and title shall pass on payment for them.
- 8.5 Where the Buyer and/or the Replacement Supplier requires continued use of any Exclusive Assets that are not Transferable Assets or any Non-Exclusive Assets, the Supplier shall as soon as reasonably practicable:
 - 8.5.1 procure a non-exclusive, perpetual, royalty-free licence for the Buyer and/or the Replacement Supplier to use such assets (with a right of sub-licence or assignment on the same terms); or failing which
 - 8.5.2 procure a suitable alternative to such assets, the Buyer or the Replacement Supplier to bear the reasonable proven costs of procuring the same.
- 8.6 The Supplier shall as soon as reasonably practicable assign or procure the novation of the Transferring Contracts to the Buyer and/or the Replacement Supplier. The Supplier shall execute such documents and provide such other assistance as the Buyer reasonably requires to effect this novation or assignment.
- 8.7 The Buyer shall:
 - 8.7.1 accept assignments from the Supplier or join with the Supplier in procuring a novation of each Transferring Contract; and
 - 8.7.2 once a Transferring Contract is novated or assigned to the Buyer and/or the Replacement Supplier, discharge all the obligations and liabilities created by or arising under that Transferring Contract and exercise its rights arising under that Transferring Contract, or as applicable, procure that the Replacement Supplier does the same.
- 8.8 The Supplier shall hold any Transferring Contracts on trust for the Buyer until the transfer of the relevant Transferring Contract to the Buyer and/or the Replacement Supplier has taken place.
- 8.9 The Supplier shall indemnify the Buyer (and/or the Replacement Supplier, as applicable) against each loss, liability and cost arising out of any claims made by a counterparty to a Transferring Contract which is assigned or novated to the Buyer (and/or Replacement Supplier) pursuant to Paragraph 8.6 in relation to any matters arising prior to the date of assignment or novation of such Transferring Contract. Clause 23 (Other people's rights in this contract) shall not apply to this Paragraph 8.9 which is intended to be enforceable by third party beneficiaries by virtue of the CRTPA.

9. No charges

Unless otherwise stated, the Buyer shall not be obliged to pay for costs incurred by the Supplier in relation to its compliance with this Schedule.

10. Dividing the bills

All outgoings, expenses, rents, royalties and other periodical payments receivable in respect of the Transferring Assets and Transferring Contracts shall be apportioned between the Buyer and/or the Replacement and the Supplier as follows:

- 10.1 the amounts shall be annualised and divided by three hundred and sixty five (365) to reach a daily rate;
- 10.2 the Buyer or Replacement Supplier (as applicable) shall be responsible for or entitled to (as the case may be) that part of the value of the invoice pro rata to the number of complete days following the transfer, multiplied by the daily rate; and
- 10.3 the Supplier shall be responsible for or entitled to (as the case may be) the rest of the invoice.

Annex 1: Scope of Termination Assistance

1. SCOPE OF TERMINATION ASSISTANCE

- 1.1 The Buyer may specify that any of the following services will be provided by the Supplier as part of its Termination Assistance:
 - 1.1.1 notifying the Subcontractors of procedures to be followed during the Termination Assistance Period and providing management to ensure these procedures are followed;
 - 1.1.2 providing assistance and expertise as necessary to examine all operational and business processes (including all supporting documentation) in place and re-writing and implementing processes and procedures such that they are appropriate for use by the Buyer and/or the Replacement Supplier after the end of the Termination Assistance Period;
 - 1.1.3 providing details of work volumes and staffing requirements over the twelve (12) Months immediately prior to the commencement of Termination Assistance;
 - 1.1.4 providing assistance and expertise as necessary to examine all governance and reports in place for the provision of the Deliverables and re-writing and implementing these during and for a period of twelve (12) Months after the Termination Assistance Period;
 - 1.1.5 providing assistance and expertise as necessary to examine all relevant roles and responsibilities in place for the provision of the Deliverables and re-writing and implementing these such that they are appropriate for the continuation of provision of the Deliverables after the Termination Assistance Period;
 - 1.1.6 agreeing with the Buyer an effective communication strategy and joint communications plan which sets out the implications for Supplier Staff, Buyer staff, customers and key stakeholders;
 - 1.1.7 agreeing with the Buyer a handover plan for all of the Supplier's responsibilities as set out in the Security Management Plan;
 - 1.1.8 providing an information pack listing and describing the Deliverables for use by the Buyer in the procurement of the Replacement Deliverables;
 - 1.1.9 answering all reasonable questions from the Buyer and/or the Replacement Supplier regarding the Deliverables;

- 1.1.10 agreeing with the Buyer and/or the Replacement Supplier a plan for the migration of the Government Data to the Buyer and/or the Replacement Supplier;
- 1.1.11 providing access to the Buyer and/or the Replacement Supplier during the Termination Assistance Period and for a period not exceeding six (6) Months afterwards for the purpose of the smooth transfer of the provision of the Deliverables to the Buyer and/or the Replacement Supplier:
 - (a) to information and documentation relating to the Deliverables that is in the possession or control of the Supplier or its Subcontractors (and the Supplier agrees and will procure that its Subcontractors do not destroy or dispose of that information within this period) including the right to take reasonable copies of that material; and
 - (b) following reasonable notice and during the Supplier's normal business hours, to members of the Supplier Staff who have been involved in the provision or management of the provision of the Deliverables and who are still employed or engaged by the Supplier or its Subcontractors, including those employees filling the relevant Key Staff positions and Key Staff with specific knowledge in respect of the Exit Plan;
- 1.1.12 knowledge transfer services, including:
 - (a) making available to the Buyer and/or the Replacement Supplier expertise to analyse training requirements and provide all necessary training for the use of tools by such staff at the time of termination or expiry as are nominated by the Buyer and/or the Replacement Supplier (acting reasonably);
 - (b) transferring all training material and providing appropriate training to those Buyer and/or Replacement Supplier staff responsible for internal training in connection with the provision of the Deliverables;
 - (c) providing as early as possible for transfer to the Buyer and/or the Replacement Supplier of all knowledge reasonably required for the provision of the Deliverables which may, as appropriate, include information, records and documents;
 - (d) providing the Supplier and/or the Replacement Supplier with access to sufficient numbers of the members of the Supplier Staff or Subcontractors' personnel of suitable experience and skill and as have been involved in the design, development, provision or management of provision of the Deliverables and who are still employed or engaged by the Supplier or its Subcontractors; and
 - (e) allowing the Buyer and/or the Replacement Supplier to work alongside and observe the performance of the Services by the Supplier at its Sites used to fulfil the Services (subject to compliance by the Buyer and the Replacement Supplier with any applicable security and/or health and safety restrictions,

and any such person who is provided with knowledge transfer services will sign a confidentiality undertaking in favour of the Supplier (in such form as the Supplier shall reasonably require)).

1.2 The Supplier will:

- 1.2.1 provide a documented plan relating to the training matters referred to in Paragraph 1.1.12 for agreement by the Buyer at the time of termination or expiry of this Contract; and
- 1.2.2 co-operate fully in the execution of the handover plan agreed pursuant to Paragraph 1.1.7, providing skills and expertise of a suitable standard.

1.3 To facilitate the transfer of knowledge from the Supplier to the Buyer and/or its Replacement Supplier, the Supplier shall provide a detailed explanation of the procedures and operations used to provide the Services to the operations staff of the Buyer and/or the Replacement Supplier.

1.4 The information which the Supplier will provide to the Buyer and/or the Replacement Supplier pursuant to Paragraph 1.1.11 shall include:

- 1.4.1 copies of up-to-date procedures and operations manuals;
- 1.4.2 product information;
- 1.4.3 agreements with third party suppliers of goods and services which are to be transferred to the Buyer and/or the Replacement Supplier; and
- 1.4.4 key support contact details for third party supplier personnel under contracts which are to be assigned or novated to the Buyer pursuant to this Schedule,

and such information shall be updated by the Supplier at the end of the Termination Assistance Period.

1.5 During the Termination Assistance Period the Supplier shall grant any agent or personnel (including employees, consultants and suppliers) of the Replacement Supplier and/or the Buyer access, during business hours and upon reasonable prior written notice, to any Sites for the purpose of effecting a prompt knowledge transfer provided that:

- 1.5.1 any such agent or personnel (including employees, consultants and suppliers) having such access to any Sites shall:
 - (a) sign a confidentiality undertaking in favour of the Supplier (in such form as the Supplier shall reasonably require); and
 - (b) during each period of access comply with the security, systems and facilities operating procedures of the Supplier relevant to such Site and that the Buyer deems reasonable; and
- 1.5.2 the Buyer and/or the Replacement Supplier shall pay the reasonable, proven and proper costs of the Supplier incurred in facilitating such access.

Schedule 31 (Buyer Specific Terms)

1. Definitions

- 1.1. In this Schedule, the following words shall have the following meanings and they shall supplement Schedule 1 (Definitions):

Issued Property	means all items of property belonging to the Buyer issued to the Supplier for the purposes of the provision of the Deliverables
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2. Capital Assets

NOT USED

3. Invoicing

- 3.1. Invoices should be submitted monthly, in PDF format (Word documents will be rejected), and should be sent electronically by e-mail to:

sww.programme@education.gov.uk and the Contract Manager
kate2.phillips@education.gov.uk.

Invoices should be submitted monthly, in arrears, but as soon as possible and not later than the month following programme delivery.

- 3.2. To request a statement, please email the Contract Manager kate2phillips@education.gov.uk. [mailto:](mailto:kate2phillips@education.gov.uk)

- 3.3. An invoice is only valid if it is legible and includes:

3.3.1. the date of the invoice;

3.3.2. Supplier's full name and address along with bank details and VAT registration number;

3.3.3. Contract reference number including the PO prefix:

CORE-PO-

3.3.4. the period of programme delivery (charging period);

3.3.5. a detailed line level breakdown of the appropriate Charges including

Deliverables provided or Milestones Achieved (if applicable);

3.3.6. days and times worked (if applicable);

3.3.7. Service Credits (if applicable); and

3.3.8. VAT (if applicable).

3.4. Invoices without a valid purchase order are now rejected by the Buyers e-invoicing solution. The Buyer no longer accepts paper invoices.

3.5. The Charges should be submitted in a single monthly invoice for all the relevant Charges that have been generated and are permitted to be invoiced in that month, inclusive of the Service Fee and Interval Payment and Set Up Costs as applicable. All invoices submitted by the Supplier must be supported with evidence of expenditure.

3.6. If in a particular month only a Service Fee is payable, the Supplier shall submit the invoice by the seventh working day of the month.

3.7. The Supplier or its nominated representative or accountant shall certify on the invoice that the amounts claimed were expended wholly and necessarily by the Supplier in provision of the Deliverables in accordance with the Contract and that the invoice does not include any costs being claimed from any other body or individual or from the Buyer within the terms of another contract.

3.8. The Buyer shall accept and process for payment an electronic PDF invoice submitted for payment by the Supplier where the invoice is undisputed and where it complies with the standard on electronic invoicing. For the purposes of this Clause, an electronic invoice complies with the standard on electronic invoicing where it complies with the European standard and any of the syntaxes published in Commission Implementing Decision (EU) 2017/1870.

3.9. The allocation of Charges in Schedule 5 may not be altered except with the prior written consent of the Buyer.

4. Property and Premises

NOT USED

5. Publicity and Branding

5.1. Each Party acknowledges to the other that nothing in this Contract either expressly or by implication constitutes an endorsement of any products or services of the other Party (including the Deliverables) and each Party agrees not to conduct itself in such a way as to imply or express any such approval or endorsement.

5.2. The Buyer may disclose, copy and otherwise distribute to the public, including but not limited to, by way of the Open Government Licence, any information arising out of the Deliverables or comprised in any work relating to the Deliverables.

6. Project Outputs

NOT USED

7. Safeguarding Children and Vulnerable Adults

NOT USED

Schedule 36 (Intellectual Property Rights)

Part A: Intellectual Property Rights (no ICT Services)

1. General Provisions and Ownership of IPR

- 1.1. Any New IPR created under this Contract is owned by the Buyer.
- 1.2. Each Party keeps ownership of its own Existing IPR.
- 1.3. Where either Party acquires, by operation of law, ownership of Intellectual Property Rights that is inconsistent with Paragraphs 1.1 and 1.2, it must assign in writing the Intellectual Property Rights concerned to the other Party on the other Party's request (whenever made).
- 1.4. Neither Party has the right to use the other Party's IPR, including any use of the other Party's names, logos or trademarks, except as expressly granted elsewhere under this Contract or otherwise agreed in writing.
- 1.5. Except as expressly granted elsewhere under this Contract, neither Party acquires any right, title or interest in or to the IPR owned by the other Party or any third party.
- 1.6. Unless otherwise agreed in writing, the Supplier and the Buyer will record any New IPR in the table at Annex 1 to this Schedule and keep this updated throughout the Contract Period.
- 1.7. If the Supplier becomes aware at any time, including after the earlier of the End Date or date of termination, that, in respect of any Deliverable, the Buyer has not received the licences to Supplier Existing IPRs or Third Party IPRs required by Paragraphs 2 and 4, the Supplier must, within 10 Working Days notify the Buyer:
 - 1.7.1. the specific Intellectual Property Rights the Buyer has not received licences to; and
 - 1.7.2. the Deliverables affected.
- 1.8. For the avoidance of doubt:
 - 1.8.1. except as provided for in Paragraphs 2.3.2.2(c)(1) or 4.1.2.2 and 4.1.2.3, the expiry or termination of this Contract does not of itself terminate the licences granted to the Buyer under Paragraphs 2 and 4;
 - 1.8.2. the award of this Contract or the ordering of any Deliverables does not constitute an authorisation by the Crown under:

- 1.8.2.1. sections 55 and 56 of the Patents Act 1977;
- 1.8.2.2. section 12 of the Registered Designs Act 1949; or
- 1.8.2.3. sections 240 to 243 of the Copyright, Designs and Patents Act 1988.

2. Licences in respect of Supplier Existing IPR

2.1. The Supplier grants the Buyer a Supplier Existing IPR Licence on the terms set out in Paragraph 2.3 in respect of each Deliverable where:

- 2.1.1. the Supplier Existing IPR is embedded in the Deliverable;
- 2.1.2. the Supplier Existing IPR is necessary for the Buyer to use the Deliverable for its intended purpose; or
- 2.1.3. the Deliverable is a customisation or adaptation of Supplier Existing IPR.

2.2. The categories of Supplier Existing IPR described in Paragraph 2.1 are mutually exclusive.

2.3. The Supplier Existing IPR Licence granted by the Supplier to the Buyer is a non-exclusive, perpetual, royalty-free, irrevocable, transferable, sub-licensable, worldwide licence that:

2.3.1. in the case of Supplier Existing IPR embedded in a Deliverable:

- 2.3.1.1. has no restriction on the identity of any transferee or sub-licensee;
- 2.3.1.2. allows the Buyer and any transferee or sub-licensee to use, copy and adapt the Supplier Existing IPR for any of the purposes set out in Paragraph 2.4; and
- 2.3.1.3. is subject to the restriction that no sub-licence granted to the Supplier Existing IPR shall purport to provide the sub-licensee with any wider rights than those granted to the Buyer under this Paragraph;

2.3.2. in the case of Supplier Existing IPR that is necessary for the Buyer to use the Deliverable for its intended purpose or has been customised or adapted to provide the Deliverable:

- 2.3.2.1. allows the Buyer and any transferee or sublicensee to use and copy, but not adapt, disassemble or reverse engineer the relevant Supplier Existing IPRs for any of the purposes set out in Paragraph 2.4;

2.3.2.2. is transferrable to only:

- (a) a Crown Body;
- (b) any body (including any private sector body) that performs or carries out any of the functions or activities that the Buyer had previously performed or carried out; or
- (c) a person or organisation that is not a direct competitor of the Supplier and that transferee either:
 - (1) enters into a direct arrangement with the Supplier in the form set out in Annex 2; or
 - (2) enters into a confidentiality arrangement with the Buyer in terms equivalent to those set out in set out in Clause 19 (What you must keep confidential);

2.3.2.3. is sub-licensable to the Replacement Supplier (including where the Replacement Supplier is a competitor of the Supplier) where the Replacement Supplier either:

- (a) enters into a direct arrangement with the Supplier in the form set out in Annex 2; or
- (b) enters into a confidentiality arrangement with the Buyer in terms equivalent to those set out in set out in Clause 19 (What you must keep confidential); and

2.3.2.4. is subject to the restriction that no sub-licence granted to the Supplier Existing IPR shall purport to provide the sub- licensee with any wider rights than those granted to the Buyer under this Paragraph.

2.4. For the purposes of Paragraph 2.3, the relevant purposes are:

- 2.4.1. to allow the Buyer or any End User to receive and use the Deliverables;
- 2.4.2. to allow the Buyer to commercially exploit (including by publication under Open Licence) the New IPR and New IPR Items; and
- 2.4.3. for any purpose relating to the exercise of the Buyer's (or, if the Buyer is a Public Sector Body, any other Public Sector Body's) business or function.

3. Licences granted by the Buyer

- 3.1. The Buyer grants the Supplier a licence to the New IPR and Buyer Existing IPR that:
 - 3.1.1. is non-exclusive, royalty-free and non-transferable;
 - 3.1.2. is sub-licensable to any Sub-contractor where:
 - 3.1.2.1. the Sub-contractor enters into a confidentiality undertaking with the Supplier on the same terms as set out in Clause 19 (What you must keep confidential); and
 - 3.1.2.2. the sub-licence does not purport to provide the sub-licensee with any wider rights than those granted to the Supplier under this Paragraph;
 - 3.1.3. allows the Supplier and any sub-licensee to use, copy and adapt any Buyer Existing IPR and New IPR for the purpose of fulfilling its obligations under this Contract; and
 - 3.1.4. terminates at the end of the Contract Period or the end of any Termination Assistance Period, whichever is the later.
- 3.2. When the licence granted under Paragraph 3.1 terminates, the Supplier must, and must ensure that each Sub-contractor granted a sub-licence under Paragraph 3.1.2:
 - 3.2.1. immediately cease all use of the Buyer Existing IPR and New IPR (including the Government Data within which the Buyer Existing IPR or New IPR may subsist);
 - 3.2.2. either:
 - 3.2.2.1. at the discretion of the Buyer, return or destroy documents and other tangible materials that contain any of the Buyer Existing IPR, New IPR and the Government Data; or
 - 3.2.2.2. if the Buyer has not made an election within six months of the termination of the licence, destroy the documents and other tangible materials that contain any of the Buyer Existing IPR, the New IPR and the Government Data (as the case may be); and
 - 3.2.3. ensure, so far as reasonably practicable, that any Buyer Existing IPR, New IPR and Government Data held in electronic, digital or other machine-readable form ceases to be readily accessible from any computer, word processor, voicemail system or any other device of the Supplier.

4. Licences in respect of Third-party IPR

4.1. The Supplier shall not use in the delivery of the Deliverables any Third Party IPR unless:

4.1.1. Approval is granted by the Buyer; and

4.1.2. one of the following conditions is met:

4.1.2.1. the owner or an authorised licensor of the relevant Third Party IPR has granted a direct Third Party IPR Licence on the terms set out in Paragraph 4.2;

4.1.2.2. if the Supplier cannot, after commercially reasonable endeavours, obtain for the Buyer a Third Party IPR licence as set out in Paragraph 4.1.2.1, all the following conditions are met:

(a) the Supplier has notified the Buyer in writing giving details of:

(1) what licence terms can be obtained from the relevant third party; and

(2) whether there are providers which the Supplier could seek to use and the licence terms obtainable from those third parties;

(b) the Buyer has agreed to accept the licence terms of one of those third parties; and

(c) the owner and authorised licensor of the Third Party IPR has granted a direct licence of the Third Party IPR to the Buyer on those terms; or

4.1.2.3. the Buyer has provided authorisation to the use of the Third Party IPR in writing, with reference to the acts authorised and the specific IPR involved.

4.2. The Third Party IPR licence referred to in Paragraph 4.1 is the licence set out in Paragraph 2.3 as if:

4.2.1. the term Third Party IPR were substituted for the term Supplier Existing IPR; and

4.2.2. the term third party were substituted for the term Supplier, in each place they occur.

5. Open Licence Publication

- 5.1. Subject to Paragraph 5.5, the Supplier agrees that the Buyer may at its sole discretion publish under Open Licence all or part of the New IPR Items.
- 5.2. The Supplier warrants that:
 - 5.2.1. the New IPR Items are suitable for release under Open Licence;
 - 5.2.2. in developing the New IPR it has used reasonable endeavours to ensure that:
 - 5.2.2.1. the publication by the Buyer will not:
 - (a) allow a third party to use them in any way that could reasonably be foreseen to compromise the operation or security of the New IPRs;
 - (b) cause any harm or damage to any party using them; or
 - (c) breach the rights of any third party;
 - 5.2.2.2. they do not contain any material which would bring the Buyer into disrepute if published.
- 5.3. The Supplier must not include in the New IPR provided for publication by Open Licence any Supplier Existing IPRs unless the Supplier consents to:
 - 5.3.1. their publication by the Buyer under Open Licence; and
 - 5.3.2. their subsequent licence and treatment as Open Licence under the terms of the licence chosen by the Buyer.
- 5.4. The Supplier must supply any or all New IPR Items in a format (whether it is provided in any other format or not) suitable for publication under an Open Licence (the Open Licence Publication Material) within thirty (30) Working Days of written request from the Buyer (Buyer Open Licence Request).
- 5.5. The Supplier may within fifteen (15) Working Days of Buyer Open Licence Request under Paragraph 5.4 request in writing that the Buyer excludes all or part of:
 - 5.5.1. the New IPR Items; or
 - 5.5.2. Supplier Existing IPR or Third Party IPR that would otherwise be included in the Open Licence Publication Material supplied to the Buyer pursuant to Paragraph 5.4,from Open Licence publication.

- 5.6. The Supplier's request under Paragraph 5.5 must include the Supplier's assessment of the impact the Buyer's agreeing to the request would have on its ability to publish other New IPR Items under an Open Licence.
- 5.7. Any decision to Approve any such request from the Supplier under Paragraph 5.5 shall be at the Buyer's sole discretion, not to be unreasonably withheld or delayed, or made subject to unreasonable conditions.

6. Patents

- 6.1. Where a patent owned by the Supplier is infringed by the use of the New IPR by the Buyer or any Replacement Supplier, the Supplier hereby grants to the Buyer and the Replacement Supplier a non-exclusive, irrevocable, royalty-free, worldwide patent licence to use the infringing methods, materials or software.