

9 July 2021

Agreement relating to Community Accommodation Service – Tier 3
(“**CAS3**”)

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THIS CONTRACT IS DATED 9 JULY 2021

PARTIES

- (1) **THE SECRETARY OF STATE FOR JUSTICE**, acting on behalf of the Crown, of 102 Petty France, London, SW1H 9AJ (the **Authority**); and
- (2) **MEARS LIMITED**, whose registered number is 02519234 and whose registered office is 1390 Montpellier Court, Gloucester Business Park, Brockworth, Gloucester, GL3 4AH (the **Supplier**).

1. DEFINITIONS AND INTERPRETATION

- 1.1 In this Contract the following words have the following meanings unless otherwise provided or the context otherwise requires:

"Acceptance Criteria"	the criteria as agreed between the Parties and set out in the Mobilisation Plan.
"Accessible Bed Space"	Bed Spaces suitable for disabled residents in accordance with C14 of Schedule 1.
"Accommodation"	the accommodation provided to CAS3 Residents by the Supplier in accordance with this Contract.
"Accommodation Agreement"	'the agreement between the CAS3 Residents and the Supplier for the provision of Accommodation by way periodic licences excluded from the protection of the Housing Acts 1985 and 1988 and the Protection from Eviction Act 1977, as they grant occupancy rights over accommodation which is not let as a dwelling or a residence but is simply a temporary expedient to the occupier's bail, prisoner, offender or criminal justice licensee status'
"Accreditation"	where the Authority has confirmed in writing that the Supplier's provision of the Services meets the standards set out in Schedule 12 and such other standards which may be set out in the Accreditation Plan.
"Accounting Reference Date"	means the date each year which the Supplier prepares its annual audited financial statements.
"Actual Bad Debts"	all income payable by CAS3 Residents for Available Bed Spaces which has not been recovered by the Supplier and which the Supplier has classified as bad debt according to the same system or basis of classification as used by the Supplier to denote Projected Bad Debt.
"Actual Performance"	shall have the meaning set out in Paragraph 6.3 of Schedule 4.
"Affected Party"	the Party seeking to claim relief in respect of a Force Majeure Event.
"Affiliate"	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 with, that body corporate from time to time.

Allocated Accommodation	a bed space that is allocated for use by a CAS3 Resident.
"Applicable Supplier Personnel"	<p>any Supplier Personnel who:</p> <ul style="list-style-type: none"> (a) at the date of termination of this Contract: <ul style="list-style-type: none"> (i) are employees of the Supplier; (ii) are Dedicated Supplier Personnel; (iii) have not transferred (and are not in scope to transfer at a later date) to the Replacement Supplier by virtue of the Employment Regulations; and (b) are dismissed or given notice of dismissal by the Supplier within: <ul style="list-style-type: none"> (i) 40 Working Days of the date of termination of this Contract; or (ii) such longer period required by Law, their employment contract (as at the date of termination of this Contract) or an applicable collective agreement; and (c) have not resigned or given notice of resignation prior to the date of their dismissal by the Supplier; and (d) the Supplier can demonstrate to the satisfaction of the Authority: <ul style="list-style-type: none"> (i) are surplus to the Supplier's requirements after the date of termination of this Contract notwithstanding its obligation to provide services to its other customers; (ii) are genuinely being dismissed for reasons of redundancy; and (e) have been selected for redundancy by the Supplier on objective grounds other than the fact that the Supplier is entitled to reimbursement under this provision in respect of such employees.
"Approval", "Approve" and "Approved"	the prior written consent of the Authority.
"Arbitration Notice"	shall have the meaning set out in Clause 62.7.2.
"Asset Register"	shall have the meaning set out in Clause 7.4.

"Assignee"	shall have the meaning set out in Clause 53.2.
"Assurance"	means written confirmation from a Relevant Authority to the Supplier that the CRP Information is approved by the Relevant Authority;
"Auditors"	<ul style="list-style-type: none"> (a) the Authority's internal and external auditors; (b) the Authority's statutory or regulatory auditors; (c) the National Audit Office; (d) the Audit Commission; (e) HM Treasury (f) the Cabinet Office; (g) any party formally appointed by the Authority to carry out audit or similar review functions; and (h) any successors or assigns of any of the above.
"Authority Access Control Standard"	the Authority's document setting out standards designed to protect Authority Data, as may be amended from time to time.
"Authority Accreditor"	the member of the Authority's Personnel appointed by the Authority from time to time to assess the information security risks which may arise during the provision of the Services and whether the Supplier achieves Accreditation.
"Authority Background IPR"	<ul style="list-style-type: none"> (a) Intellectual Property Rights owned or licensed by the Authority before the Commencement Date; and/or (b) Intellectual Property Rights created, acquired or licensed by the Authority independently of this Contract.
"Authority Data"	<ul style="list-style-type: none"> (a) the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any written, electronic, magnetic, optical or tangible media, and which: <ul style="list-style-type: none"> (i) are supplied to the Supplier by or on behalf of the Authority; and/or (ii) the Supplier is required to process, store or transmit pursuant to this Contract; or (b) any Personal Data for which the Authority is the Data Controller and the Supplier processes in the performance of its obligations under this Contract.

"Authority Materials"	<ul style="list-style-type: none"> (a) the Authority Data; (b) any other assets, rights, materials, documentation, information, programs, codes, hardware, software, telecoms devices and equipment which the Authority owns or has the right to use; and (c) any Intellectual Property Rights vesting in any of the items set out in sub-paragraphs (a) and/or (b) above, <p>but excluding Supplier Assets and Supplier Background IPR.</p>
Available Accommodation	a bed space that is Available for allocation to a CAS3 Resident.
"Available Bed Space"	<p>a Bed Space which is either:</p> <ul style="list-style-type: none"> (a) actually available within the Accommodation for use by a CAS3 Resident; or (b) not available for use by a CAS3 Resident and either: <ul style="list-style-type: none"> (i) which has been so for less than twenty-four (24) hours; or (ii) which is subject to a repair plan that has been approved by the Authority in accordance with Paragraph C20 of Schedule 1.
"Average Available Bed Spaces"	the average number of Available Bed Spaces per day in each Month calculated by the Supplier as the sum of the total number of Available Bed Spaces on every day in that Month divided by the number of days in that Month.
"Average CAS3 Residents"	the average number of CAS3 Residents in any Month calculated by the Supplier as the sum of the total number of CAS3 Residents on every day in that Month divided by the number of days in that Month.
"Baseline Assumption Number"	80% of the Available Bed Space
"Baseline Personnel Security Standard"	shall have the meaning set out in 7,1 of Schedule 12
"CAS3 Key Performance Indicators"	the service levels which shall apply to the provision of the Services as set out in Schedule 4 (and CKPI shall be construed accordingly).
"CAS3 KPI Threshold"	in respect of each CAS3 Service Level, the required level of performance stated in the "KPI Threshold" column of the table set out in Annex 1 of Schedule 4.
"BCDR Plan"	shall have the meaning set out in Paragraph 2.1 of Schedule 17.
"Bed Spaces"	the bed spaces which the Supplier is obliged to provide to the CAS3 Residents within the Accommodation in accordance with the terms of this Contract including the Specification.

"Breach of Security"	the occurrence of: <ul style="list-style-type: none"> (a) any unauthorised access to or use of the Services, Supplier Premises, Supplier systems, the systems used by the Authority, and/or any other premises or assets used in connection with this Contract; (b) the loss, corruption and/or unauthorised disclosure and/or use of any information or data (including Confidential Information, Authority Materials and/or Deliverables), including any copies of such information or data used in connection with this Contract; and/or (c) any other incident as may be set out in Schedule 12 or the Baseline Control Set.
"Breakage Payment"	shall have the meaning given in Clause 47.3.
"Business Continuity Plan"	shall have the meaning set out in Paragraph 2.2.2 of Schedule 17.
"Business Continuity Services"	shall have the meaning set out in Paragraph 4.2.2 of Schedule 17.
"CAS3 Resident"	an individual who is provided with Accommodation (or a part thereof) and/or a recipient of the Services by the Supplier in response to a referral from a Referrer. "CAS3 Resident" shall be construed as an individual who has been referred to receive the aforementioned Accommodation and/or Services but has not yet arrived.
"Caseload Management System"	the system used by the Supplier to manage and record key activities relating to the delivery of the Services in accordance with the requirements of this Contract.
"CCP Scheme"	the scheme developed by the UK Government setting out an approved standard of competence for cyber security and information assurance specialists.
"Change Authorisation Note"	a form setting out an agreed Contract Change which shall be substantially in the form set out in Annex 2 of Schedule 9.
"Change Control Procedure"	the procedure for changing this Contract as set out in Schedule 9.
"Change Control Procedure Group"	the body described in Paragraph 5 of Schedule 6.
"Change Request"	a written request for a Contract Change which shall be substantially in the form of Annex 1 to Schedule 9.
"CHECK Scheme"	the scheme operated by the Communications Electronic Security Group for penetration testing data processing systems.
"Codes of Connections"	the codes used when accredited information system(s) wish to connect to other unaccredited information system(s).
"Commencement Date"	is the date of this Contract.
"Comptroller and Auditor General"	the comptroller and auditor general of the National Audit Office.

"Commercially Sensitive Information"	the information listed in Schedule 19 comprising the information of a commercially sensitive nature which the Parties have agreed that, if disclosed by the Authority would cause the Supplier significant commercial disadvantage or material financial loss.
"Confidential Information"	<p>all Personal Data, Commercially Sensitive Information and any information, however it is conveyed, that relates to the business affairs, public functions, developments, trade secrets, Know-How, Personnel, and suppliers of either Party, including all Intellectual Property Rights therein, together with all information derived from any of the above, and any other information clearly designated as being confidential and:</p> <p>(a) in relation to information provided by the Authority, any other information which the Authority reasonably considers confidential (whether or not it is marked "confidential"); and</p> <p>(b) in relation to information provided by the Supplier, any information which the Supplier reasonably considers to be confidential (whether or not it is marked "confidential") and, in respect of which, the Supplier has obtained the Authority's Approval is confidential.</p>
"Consumer Price Index"	the index with this name published by the Office for National Statistics or any successor ministry or department.
"Contract"	this written agreement between the Authority and the Supplier consisting of these terms and conditions and the Schedules and their Annexes.
"Contract Change"	a change to this Contract.
"Contract Manager"	a member of the Authority's Personnel with the responsibility of managing the Contract on behalf of the Authority.
"Contract Period"	the period of time this Contract is in force, as more particularly defined in Clause 41.
"Contract Price"	"Contract Price" the amount (exclusive of any applicable VAT), payable to the Supplier by the Authority under this Contract, as set out under Schedule 5 (Pricing and Payment Mechanism):
Contract Year"	<p>means:</p> <p>(a) where the Authority does not exercise its right under Clause 42 to extend the Contract, the Contract Period; or</p> <p>(b) where the Authority exercises its right under Clause 42 to extend the Contract and such extension means the Contract Period is longer than twelve (12) Months, a period of twelve (12) Months commencing on the Services Commencement Date and, thereafter, each anniversary of the Services Commencement Date, provided that the final Contract Year shall end on the expiry or termination of the Contract Period.</p>

"Control"	that a person possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of another person (whether through the ownership of voting shares, by contract or otherwise) and "Controls" and "Controlled" shall be interpreted accordingly.
"Corporate Change Event"	<p>means:</p> <ul style="list-style-type: none"> (a) any change of Control of the Supplier or a Parent Undertaking of the Supplier; (b) any change of Control of any member of the Supplier Group which, in the reasonable opinion of the Authority, could have a material adverse effect on the Services; (c) any change to the business of the Supplier or any member of the Supplier Group which, in the reasonable opinion of the Authority, could have a material adverse effect on the Services; (d) a Class 1 Transaction taking place in relation to the shares of the Supplier or any Parent Undertaking of the Supplier whose shares are listed on the main market of the London Stock Exchange plc; (e) an event that could reasonably be regarded as being equivalent to a Class 1 Transaction taking place in respect of the Supplier or any Parent Undertaking of the Supplier; (f) payment of dividends by the Supplier or the ultimate Parent Undertaking of the Supplier Group exceeding 25% of the Net Asset Value of the Supplier or the ultimate Parent Undertaking of the Supplier Group respectively in any 12 month period; (g) an order is made or an effective resolution is passed for the winding up of any member of the Supplier Group; (h) any member of the Supplier Group stopping payment of its debts generally or becoming unable to pay its debts within the meaning of section 123(1) of the Insolvency Act 1986 or any member of the Supplier Group ceasing to carry on all or substantially all its business, or any compromise, composition, arrangement or agreement being made with creditors of any member of the Supplier Group; (i) the appointment of a receiver, administrative receiver or administrator in respect of or over all or a material part of the undertaking or assets of any member of the Supplier Group; and/or (j) (j) any process or events with an effect analogous to those in paragraphs (e) to (g) inclusive above occurring to a member of the Supplier Group in a jurisdiction outside England and Wales;
"Corporate Resolution Planning Information"	<p>means, together, the:</p> <ul style="list-style-type: none"> (a) Group Structure Information and Resolution Commentary; and (b) UK Public Sector and CNI Contract Information;

"Community Offender Manager"	the individual responsible for managing an offender under statutory supervision in the community including a Responsible Officer as defined in section 197 of the Criminal Justice Act 2003.
"Conviction"	a finding of guilt in a Court other than for minor road traffic offences, any previous or pending prosecutions, convictions, cautions and binding-over orders (including any spent convictions as contemplated by section 1(1) of the Rehabilitation of Offenders Act 1974 by virtue of the exemptions specified in Part II of Schedule 1 of the Rehabilitation of Offenders Act 1974 (Exemptions) Order 1975 (SI 1975/1023) or any replacement or amendment to that Order.
"Court"	the establishments falling under the jurisdiction of Her Majesty's Courts Service (HMCS) being an executive agency of the Ministry of Justice including Magistrates' Courts, the Crown Court, County Courts, the High Court and Court of Appeal in England and Wales.
"Crown"	the government of the United Kingdom (including the Northern Ireland Executive Committee and the Northern Ireland Departments, the Scottish Executive and the National Assembly for Wales), including government ministers, government departments, government and particular bodies and government agencies.
"Critical National Infrastructure"	<p>means those critical elements of UK national infrastructure (namely assets, facilities, systems, networks or processes and the essential workers that operate and facilitate them), the loss or compromise of which could result in:</p> <p>(a) major detrimental impact on the availability, integrity or delivery of essential services – including those services whose integrity, if compromised, could result in significant loss of life or casualties – taking into account significant economic or social impacts; and/or</p> <p>(b) significant impact on the national security, national defence, or the functioning of the UK;</p>
"CRP Information"	Means the Corporate Resolution Planning Information as explained in Section 2 of Schedule 17.
"CRTPA"	shall have the meaning set out in Clause 61.1.
"Cyber Essentials"	a level of assurance as further detailed in the Cyber Essentials Scheme.
"Data Controller"	means as it is defined in the UK GDPR.
"Data Destruction"	means the process of erasing or otherwise destroying data or information whether in physical form (such as printed paper) or stored on virtual/electronic or physical mediums such as, but not limited to, tapes and hard disks; the purpose is to render data completely irretrievable and inaccessible, and therefore void.

"Data Loss Event"	means any event which results, or may result, in unauthorised access to Personal Data held by the Supplier under the Contract, and/or actual or potential loss and/or destruction of Personal Data in breach of the Contract, including any Personal Data.
"Data Processor"	means as it is defined in the UK GDPR.
"Data Protection Legislation"	means: <ul style="list-style-type: none"> (a) the UK GDPR, the LED and applicable implementing Laws (where these are still applicable) (b) the DPA to the extent that it relates to the processing of Personal Data and privacy; (c) the Privacy and Electronic Communications (EC Directive) Regulations 2003; (d) all applicable Laws relating to the processing of Personal Data and privacy.
"Data Subject"	means as it is defined in the UK GDPR.
"Dedicated Supplier Personnel"	all Supplier Personnel then wholly or mainly assigned to the Services or any part of the Services. If the Supplier is unsure as to whether Supplier Personnel are or should be regarded as so assigned, it shall consult with the Authority whose view shall be determinative provided that the employee has been materially involved in the provision of the Services or any part of the Services.
"Default"	any breach of the obligations of the relevant Party (including but not limited to fundamental breach or breach of a fundamental term and shall also include in respect of the Supplier, a Service Failure) or any other default, act, omission, negligence or negligent statement of the relevant Party or their Personnel in connection with or in relation to the subject matter of this Contract and in respect of which such Party is liable to the other.
"Deliverable"	any materials, item or feature to be delivered by the Supplier or its Personnel during this Contract Period, including those set out in the Service Specification, Mobilisation Plan and any Exit Plan including all Intellectual Property Rights therein but shall not include Supplier Assets and Supplier Background IPR.
"Disaster"	the occurrence of one or more events which, either separately or cumulatively, mean that the Services, or a material part of the Services will be unavailable for period of four (4) hours or which is reasonably anticipated will mean that the Services or a material part of the Services will be unavailable for that period.
"Disaster Recovery Plan"	shall have the meaning set out in Paragraph 2.2.3 of Schedule 17.
"Disaster Recovery Services"	the services embodied in the processes and procedures for restoring the Services following the occurrence of a Disaster.

"Disaster Recovery System"	the system identified by the Supplier in the Disaster Recovery Plan which shall be used for the purpose of delivering the Disaster Recovery Services.
"Disclosure and Barring Service Check"	checks performed by the executive non-departmental public body, sponsored by the Home Office that carries out the statutory functions previously undertaken by the Criminal Records Bureau and the Independent Safeguarding Authority (and "DBS" shall be construed accordingly).
"Dispute Resolution Procedure"	is the procedure more particularly set out in Clause 62.
"Disputed Invoice"	an invoice which the Authority disputes in accordance with the provisions of Paragraph 3 of Schedule 5.
"Domestic Abuse"	any incident or pattern of incidents of controlling, coercive, threatening behaviour, violence or abuse between those aged 16 or over who are, or have been, intimate partners or family members regardless of gender or sexuality including: <ul style="list-style-type: none"> (a) psychological; (b) physical; (c) sexual; (d) financial; and/or (e) emotional.
"DOTAS"	the Disclosure of Tax Avoidance Schemes rules which require a promoter of tax schemes to tell HM Revenue & Customs 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 by the National Insurance Contributions (Application of Part 7 of the Finance Act 2004) Regulations 2012, SI 2012/1868 made under s.132A Social Security Administration Act 1992.
"DPA"	means the Data Protection Act 2018.
"Electronic Monitoring"	the monitoring by electronic means of Subjects according to any of the following monitoring categories: <ul style="list-style-type: none"> • Attendance • Curfew • Exclusion • Location
"Electronic Monitoring Supplier"	a third-party supplier of Electronic Monitoring.

"Employee Liabilities"	<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 related to employment 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) outgoing employment debts and unlawful deduction of wages including PAYE and national insurance contributions; (f) employment claims whether in tort, contract or statute or otherwise; and (g) any investigation relating to employment matters 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.
"Employment Regulations"	the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) as amended or replaced or any other regulations implementing the Acquired Rights Directive.
"Encumbrance"	a mortgage, charge, pledge, lien or any other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect.
"Environmental Information Regulations"	the Environmental Information Regulations 2004 and any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such regulations.
"Equalities Provisions"	shall have the meaning set out in Clause 23.1.
"Exit Milestone"	an event or task set out in an Exit Plan.
"Exit Milestone Date"	the date set out against the relevant Exit Milestone by which the Exit Milestone must be achieved.

"Exit Period"	<p>either:</p> <ul style="list-style-type: none"> (a) the period of twelve (12) Months prior to the date on which this Contract is due to expire; (b) if this Contract is terminated early, the longer of the period from the date of notification of termination to: <ul style="list-style-type: none"> (i) the effective date of termination; or (ii) twelve (12) Months following the date of notification of termination, or (c) such other period of time agreed between the Parties in the Exit Plan.
"Exit Plan"	the plan produced and updated by the Supplier during this Contract Period in accordance with Schedule 11.
"Exit Project Board"	the body described in Paragraph 4.3 of Schedule 11.
"Exit Services"	the services and activities to be provided by the Supplier in accordance with the Exit Plan.
"Exit Team"	the team to be appointed by the Supplier in accordance with Paragraph 2 of Schedule 11.
"Exit Working Group"	the body described in Paragraph 4.4 of Schedule 11.
"Expiry Date"	the date on which the Contract comes to an end.
"Fast-track Change"	any Contract Change which the Parties agree to expedite in accordance with Paragraph 7 of Schedule 9.
"FDE Group"	means the Supplier and any of its key sub-contractors
"FOIA"	the Freedom of Information Act 2000 and any subordinate legislation made under this Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such legislation.

"Financial Distress Event"

The following shall be Financial Distress Events;

- (a) the credit rating of an FDE Group entity dropping below the applicable Credit Rating Threshold;
- (b) an FDE Group entity issuing a profits warning to a stock exchange or making 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 an FDE Group entity;
- (d) an FDE Group entity committing a material breach of covenant to its lenders;
- (e) a key Sub-contractor notifying the Authority that the Supplier has not satisfied any material sums properly due under a specified invoice and not subject to a genuine dispute;
- (f) any of the following:
 - (i) commencement of any litigation against an 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;
 - (ii) non-payment by an FDE Group entity of any financial indebtedness;
 - (iii) any financial indebtedness of an FDE Group entity becoming due as a result of an event of default;
 - (iv) the cancellation or suspension of any financial indebtedness in respect of an FDE Group entity; or
 - (v) the external auditor of an FDE Group entity expressing a qualified opinion on, or including an emphasis of matter in, its opinion on the statutory accounts of that FDE entity;

in each case which the Authority reasonably believes (or would be likely reasonably to believe) could directly impact on the continued performance and delivery of the Services in accordance with this Agreement.

"Former Supplier"

a supplier supplying services to the Authority before the Relevant Transfer Date that are the same as or substantially similar to the Services (or any part of the Services) and shall include any sub-contractor of such supplier (or any sub-contractor of any such sub-contractor).

"Fraud"	any offence under the Law creating offences in respect of fraudulent acts (including the Misrepresentation Act 1967) or at common law in respect of fraudulent acts in relation to this Contract or defrauding or attempting to defraud or conspiring to defraud the Crown.
"General Anti-Abuse Rule"	the legislation in Part 5 of the Finance Act 2013 and any future legislation introduced into parliament to counteract tax advantages arising from abusive arrangements to avoid national insurance contributions.
"Good Industry Practice"	standards, practices, methods and procedures conforming to the Law and the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged in a similar type of undertaking under the same or similar circumstances.
"Halifax Abuse Principle"	the principle explained in the CJEU Case C-255/02 Halifax and others.
"HMG IA Standards"	information assurance standards published by the UK Government from time to time and, as at the Commencement Date, are published at: https://www.ncsc.gov.uk/guidance .
"Home Detention Curfew"	a scheme to facilitate the early release of prisoners from prison which allows the prisoner to complete their prison term outside of the prison on Licence, which may include Electronic Monitoring (and "HDC" shall be construed accordingly).
"ICT"	information computer technology.
"ICT Policy Set"	the Authority's suite of policies in respect of information security, as further detailed in Annex A of Schedule 12 and such other policies the Authority may notify the Supplier in writing from time to time, each of which as may be amended from time to time.
"Impact Assessment"	a written assessment of a Contract Request which shall be substantially in the form of Annex 3 to Schedule 9.
"Improvement Plan"	the plan to address the impact of, and prevent: <ul style="list-style-type: none"> (a) the reoccurrence of a Default by the Supplier and/or (b) the provision of the Services falling below any Improvement Plan Threshold.
"Improvement Plan Process"	the process as more particularly set out in Paragraph 3 of Schedule 4.

"Improvement Plan Threshold"	in respect of each CAS3 KPI Threshold, the required level of performance stated in the "Improvement Plan Threshold" column of the table set out in Annex 1 of Schedule 4.
"Incident Report"	A formal document outlining a series of events and/or statements in relation to a Security Incident. The document includes, but is not limited to, coverage of the timeline of the incident, commencing with initial awareness, and concluding at the later of remediation or incident closure; contact details for all actors, stakeholders, and interested parties (including police and police reference numbers, etc.); any geographic details (location of affected devices, etc.); a list of all losses or exposures (data files lost or compromised, etc.); a detailed account of all remedial activity taken; a detailed account of planned remedial activity, with an associated timeline; an assessment of the root cause or causes; an assessment of incident severity; an assessment of consequences; and any other supporting documentation and technical evidence not already addressed.
"Indemnified Person"	each and every person to whom the Authority (or any direct or indirect sub-licensee of the Authority) sub-licenses, assigns or novates any Intellectual Property Rights used to provide the Services or as otherwise provided and/or licensed by the Supplier (or to which the Supplier has provided access) to the Authority or a third party in the fulfilment of the Supplier's obligations under this Contract, including the Supplier Assets, Supplier Background IPR and Deliverables.
"Independent Safeguarding Authority"	a non-departmental public body sponsored by the Home Office set up under the provisions of the Safeguarding Vulnerable Groups Act 2006 and which is responsible for the decision making and maintenance of two lists covering the children's and vulnerable adults' sectors.
"Indexation Base Month"	the Month in which the Services Commencement Date occurs.
"Indexation Review Date"	in each Contract Year, the anniversary of the Services Commencement Date.
"Information"	shall have the meaning given under section 84 of FOIA.
"Information Security Management Plan"	the plan as more particularly described in Paragraph 2.3 of Schedule 12 and which has been approved by the Authority in accordance with that Paragraph.

"Insolvency Event"

- (a) the other Party 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 within the meaning of section 123 Insolvency Act 1986;
- (b) the other Party 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, a LLP or a partnership) for the sole purpose of a scheme for a solvent amalgamation of that other Party with one or more other companies or the solvent reconstruction of that other Party;
- (c) a person becomes entitled to appoint a receiver over the assets of the other Party or a receiver is appointed over the assets of the other Party;
- (d) a creditor or encumbrancer of the other Party 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 the other Party's assets and such attachment or process is not discharged within fourteen (14) days;
- (e) the other Party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business;
- (f) where the other Party is a company, a 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 other Party other than for the solvent reconstruction of that other Party;
 - (ii) (being a company or a LLP) the holder of a qualifying floating charge over the assets of that other Party has become entitled to appoint or has appointed an administrative receiver; or
 - (iii) 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 the other Party,
- (g) (being a company or a LLP) the holder of a qualifying floating charge over the assets of that other Party has become entitled to appoint or has appointed an administrative receiver;
- (h) (being a partnership) the holder of an agricultural floating charge over the assets of that other Party has become

	entitled to appoint or has appointed an agricultural receiver; or
	(i) any event occurs, or proceeding is taken, with respect to the other Party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned above.
"Insurances"	shall have the meaning set out in Paragraph 1.1 of Schedule 10.
"Intellectual Property Rights or IPRs"	patents, inventions, trademarks, service marks, logos, design rights (whether registerable or otherwise), applications for any of the foregoing, copyright, database rights, domain names, trade or business names, moral rights, know-how and other similar rights or obligations whether registerable or not in any country (including but not limited to the United Kingdom) and the right to sue for passing off.
"ISMS"	a set of policies, procedures, processes and systems that manage information risks.
"IT Health Check"	the tests managed by the CHECK Scheme to ensure that an organisation's systems are protected from unauthorised access or change.
"Key Personnel"	those persons appointed by the Supplier to fulfil the Key Roles, being the persons listed in Schedule 13 against each Key Role as at the Commencement Date or as amended in accordance with Clause 16.
"Key Roles"	a role described as a Key Role in Schedule 13 and any additional roles added from time to time in accordance with Clause 16.
"Know-How"	all ideas, concepts, schemes, information, knowledge, techniques, methodology and anything else in the nature of the know-how relating to the Services or any part thereof but excluding know-how already in the Supplier's or the Authority's possession before the Commencement Date.
"Law"	any applicable Act of Parliament, subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978, exercise of the Royal Prerogative, enforceable community right within the meaning of section 2 of the European Communities Act 1972, regulatory policy, guidance or industry code, judgment of a relevant court of law, or directives or requirements of any Regulatory Body, and including policies / working practices of the Authority with which the Supplier is required to comply pursuant to any provision of this Contract.
"Law Enforcement Purposes"	means as it is defined in Data Protection Act 2018.
"LED"	means the Law Enforcement Directive (Directive (EU) 2016/680).
"Licence"	the terms upon which an individual is released from Prison or released upon Bail.
"Local Authority"	the person or department in local government with whom this Contract or must carry out its responsibilities for the activity or issue from time to time required under this Contract.

"Losses"	losses, liabilities, damages, costs and expenses (including professional fees) and disbursements and costs of investigation, litigation, settlement, judgement, interest and penalties (including fines) whether arising in contract, tort (including negligence) breach of statutory duty or otherwise (and "Loss" shall be construed accordingly).
"Major Incident"	an incident of a serious nature which involves or is in respect of a CAS3 Resident or Accommodation, including those events set out in Paragraph H3 of Schedule 1.
"Management Information"	the information specified in Annex 1 to Schedule 7, as amended from time to time in accordance with Paragraph 2.2 of Schedule 7.
"Mediator"	shall have the meaning set out in Clause 62.5.1.
"Mobilisation Manager"	shall be the person named as such in the Mobilisation Plan, who shall manage the Supplier's provision of the Mobilisation Services as more particularly described in the Mobilisation Plan.
"Mobilisation Milestones"	the event or tasks relating to Mobilisation, as set out in the Mobilisation Plan.
"Mobilisation Period"	the period between the Commencement Date and the Services Commencement Date.
"Mobilisation Plan"	has the meaning given to it in Paragraph 4 of Schedule 3 (Mobilisation Plan);
"Mobilisation Services"	the services and activities to be provided by the Supplier in accordance with the Mobilisation Plan.
"Mobilisation Team"	shall be the persons named as such in the Mobilisation Plan, who shall fulfil the roles set out in the Mobilisation Plan.
"MoJ Generic Security Aspects Letter"	a letter provided by the Authority to the Supplier which sets out information handling responsibilities to be performed and adhered to by the Supplier during the provision of the Services, as may be updated from time to time.
"Month"	a calendar month.
"Monthly Contract Price"	The sum of relevant charges as agreed in the Financial Response Template less deductions in line with Schedule 5
"National Police Chiefs Council"	the independent body acting in the public interest and, in equal and active partnership with Government and the Association of Police Authorities (and NPCC shall be interpreted accordingly).
"NCSC"	the National Cyber Security Centre is the UK's authority on cyber security forming part of GCHQ.
"NCSC Cyber Essentials"	the scheme developed by the UK Government setting out Good Industry Practice in respect of information security.
"National Probation Service Regions"	The areas within which the National Probation Service are regionally divided into, as more particularly defined by the area map released by the National Probation Service from time to time.

"New Fair Deal"	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.
"Notifiable Default"	shall have the meaning set out in Paragraph 4.1 of Schedule 4.
"Occasion of Tax Non-Compliance"	<p>any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 is found to be incorrect as a result of the:</p> <ul style="list-style-type: none"> (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 that have an effect equivalent or similar to the General Anti-Abuse Rule or the Halifax Abuse Principle; (b) failure of an avoidance scheme which the Supplier was involve in, and which was, or should have been, notified to a Relevant Tax Authority under the DOTAS or any equivalent or similar regime; and/or (c) Supplier's tax affairs give rise on or after 1 April 2013 to a criminal conviction in any jurisdiction for tax related offences which is not spent at the Commencement Date or to a penalty for civil fraud or evasion.
Occupied Accommodation	a bed space that is occupied by a CAS3 Resident.

"Open Book Accounts"	complete and accurate financial and non-financial information relating to the Services which is sufficient to enable the Authority to verify the payments already paid or payable and payments forecast to be paid under this Contract during the remainder of the Contract Period, including details and all assumptions relating to:
	<ul style="list-style-type: none"> (a) the Supplier's costs broken down against each Service including actual capital expenditure (including capital replacement costs) and the unit cost and total actual costs of all Supplier Assets; (b) operating expenditure relating to the provision of the Services including an analysis showing: <ul style="list-style-type: none"> (i) the unit costs and quantity of consumables and bought-in services; (ii) manpower resources broken down into the number and grade/role of the Supplier's Personnel (free of any contingency) together with a list of agreed rates against each manpower grade; (iii) a list of costs underpinning those rates for each manpower grade, being the agreed rate less the Supplier's profit margin; and (iv) expenses reimbursable under this Contract; (c) overheads; (d) all interest, expenses and any other third-party financing costs incurred in relation to the provision of the Services; (e) the Supplier's 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 Services, including the amount of money attributed to each risk and/or contingency.
"Other Reportable Incident"	an incident of which involves or is in respect of a CAS3 Resident or the Accommodation including those events set out in Paragraph F6 of Schedule 1.
"Other Supplier"	any supplier to the Authority, other than the Supplier.
"Partial Termination"	the partial termination of this Contract to the extent that it relates to the provision of any part of the Services as further provided for in Clause 44.3..
"Party"	the Supplier and the Authority each being a "Party" and together the "Parties" .

"PCR"	the Public Contracts Regulations 2015.
"Personal Data"	shall have the meaning set out in the Data Protection Legislation and for the purposes of this Contract, includes Sensitive Personal Data.
"Personnel"	all directors, officers, employees, agents, consultants and contractors of either Party including: <ul style="list-style-type: none"> (a) the sub-contractors of the Authority; and (b) the Sub-contractors of the Supplier and their respective directors, officers, employees, agents, consultants or contractors (as the context requires).
Person(s) on Probation	an individual who is released as homeless from prison following a custodial sentence, or move on as homeless from Approved Premises, or move on as homeless from Bail Accommodation Support Services and managed by the providers of Probation Services.
"Price per Bed Space per Month"	the price set out in the Financial Model for each bed that is available for use in accordance with this Contract.
"Prison Service Instructions"	the instructions which can be found at https://www.justice.gov.uk/offenders/psis , as may be amended from time to time.
"Prison Service Orders"	the orders which can be found at https://www.justice.gov.uk/offenders/psos , as may be amended from time to time.
"Probation Instructions"	the instructions which can be found at https://www.justice.gov.uk/offenders/probation-instructions , as may be amended from time to time.
"Processing/Process"	means any operation or set of operations which is performed on data or on sets of data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

"Prohibited Act"	<ul style="list-style-type: none"> (a) to directly or indirectly offer, promise or give any person working for or engaged by the Authority a financial or other advantage to: <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; (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; (c) an offence: <ul style="list-style-type: none"> (i) under the Bribery Act 2010; (ii) under legislation or common law concerning fraudulent acts; (iii) defrauding, attempting to defraud or conspiring to defraud the Authority; (iv) under the Criminal Finances Act 2017; and/or (v) any activity, practice or conduct which would constitute one of the offences listed under (c)(i) to (c)(iv) above if such activity, practice or conduct has been carried out in the UK.
"Public Protection Casework Section"	the section of HM Prison and Probation Service which is part of the Authority where violating of HDC is reported (and "PPCS" shall be construed accordingly).
"Public Sector Dependent Supplier"	means a supplier where that supplier, or that supplier's group has Annual Revenue of £50 million or more of which over 50% is generated from UK Public Sector Business;
"Publishable Performance Information"	means any of information reported in line with Schedule 4 as it relates to a CAS3 Service Level where it is expressed as publishable in the table in Annex 1 of Schedule 4 which shall not constitute Commercially Sensitive Information;
"Quality Standards"	the standards published by the British Standards Institute, the National Standards Body of the United Kingdom, the International Organisation for Standardisation or other reputable or equivalent body (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 together with any quality standards further detailed in the Service Specification.

"Quarter"	the first three Months next following the Month in which the Services Commencement Date occurs and each subsequent period of three Months (or reduced period immediately prior to the end of the Contract Period).
"Recall"	an offender is taken back into Prison following release on Licence or Home Detention Curfew.
"Receipt"	the physical or electronic arrival of an invoice at the address of the Authority for which the invoice is intended, as confirmed to the Supplier in accordance with Schedule 5.
"Rectification Plan Failure"	<ul style="list-style-type: none"> (a) the Supplier failing to submit or resubmit a draft Rectification Plan to the Authority within the timescales specified in Paragraphs 4.3.1 or 4.3.4 of Schedule 4; (b) the Authority, acting reasonably, rejecting a revised draft of the Rectification Plan submitted by the Supplier pursuant to Paragraph 4.3.6 of Schedule 4; (c) the Supplier failing to rectify a Notifiable Default within the later of: <ul style="list-style-type: none"> (i) thirty (30) Working Days from and including a notification submitted by the Supplier pursuant to Paragraph 4.1 of Schedule 4 or by the Authority pursuant to Paragraph 4.2 of Schedule 4; and (ii) where the Parties have agreed a Rectification Plan in respect of that Notifiable Default and the Supplier can demonstrate that it is implementing the Rectification Plan in good faith, the date specified in the Rectification Plan by which the Supplier must rectify the Notifiable Default; and/or (d) following the successful implementation of a Rectification Plan, the same Notifiable Default recurring within a period of six (6) Months from and including the date when the Notifiable Default was notified for the same (or substantially the same) root cause as that of the original Notifiable Default.
"Rectification Plan"	the plan to address the impact of, and to prevent the reoccurrence of, a Notifiable Default.
"Rectification Plan Process"	is the process as more particularly set out in Paragraph 4 of Schedule 4.
"Redundancy Costs"	has the meaning given in Paragraph 8 of Schedule 14.
"Referrer"	the relevant Homelessness Prevention Taskforce for the Probation Region.

"Regulatory Bodies"	those government departments and regulatory, statutory and other entities, committees, ombudsmen and bodies which, whether under statute, rules, regulations, codes of practice or otherwise, are entitled to regulate, investigate, or influence the matters dealt with in this Contract or any other affairs of the Authority (and "Regulatory Body" shall be construed accordingly).
"Relationship Management Group"	the body described in Paragraph 3 of Schedule 6.
"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 for Justice pursuant to section 9 of the Bribery Act 2010.
"Relevant Tax Authority"	HM Revenue & Customs, or, if applicable, a tax authority in the jurisdiction in which the Supplier is established.
"Relevant Transfer"	a transfer of employment to which the Employment Regulations apply.
"Relevant Transfer Date"	in relation to a Relevant Transfer, the date upon which the Relevant Transfer takes place.
"Replacement Services"	any services which are the same as or substantially similar to any of the Services and which the Authority receives in substitution of any of the Services following the expiry or termination of this Contract or Partial Termination as applicable, whether those services are provided by the Authority internally and/or by any third party.
"Replacement Supplier"	any third party service provider appointed by the Authority to supply the Replacement Services (or where the Authority is providing Replacement Services for its own account, the Authority).
"Request for Estimate"	a written request by the Authority for the Supplier to provide an accurate estimate of the Termination Payment that would be payable by the Authority in the event that the Authority exercises its right under Clause 44.1.1 to terminate this Contract on a specified termination date.
"Requests for Information"	shall have the meaning set out in FOIA or the Environmental Information Regulations as relevant (where the meaning set out for the term "request" shall apply).
"Responsible Authority"	the employer of the Responsible Officer.
"Responsible Officer"	shall have the meaning given to it in section 197 of the Criminal Justice Act, or in his absence, a nominated deputy within the relevant Responsible Authority.
"Resettlement Prisons"	a Prison designated to this Contract in a Probation Services Agreement as an establishment that is supported by Resettlement Services (https://www.gov.uk/government/publications/resettlement-prisons)
"Retention Period"	the period of time the Supplier is required to retain the data, documents and information of the Authority, as set out in Annex 4 to Schedule 7 or as otherwise amended by the Authority from time to time.

"Review Report"	shall have the meaning set out in Paragraph 6.2 of Schedule 17.
"Section 9 Witness Statement"	a witness statement which meets the requirements of Section 9 of the Criminal Justice Act 1967.
"Security Classification"	the classification which UK Government applies to the sensitivity of information, as may be amended from time to time (and which as at the Commencement Date is as more particularly defined at: https://www.gov.uk/government/publications/government-security-classifications).
"Security Incident"	A deliberate, accidental or inadvertent breach of a system's security policy, resulting in an effect on its integrity or availability; or an unauthorised access or attempted access to a system.
"Security Manager"	is a member of the Supplier's Personnel as appointed by the Supplier from time to time to perform the role set out in Schedule 12.
"Senior Business Owner"	a member of the Authority's Personnel who acts as a key leadership figure on behalf of the Authority in respect of this Contract.
"Senior Contract Manager"	the individual appointed by the Authority from time to time as having senior responsibility for this Contract.
"Sensitive Personal Data"	Personal Data that reveals such categories of data as are listed in Article 9(1) of the UK GDPR.
"Serious Harm"	at any given time, as reasonably determined by the Authority, a life-threatening and/or traumatic event occurring in respect of an individual from which recovery, whether physical or psychological, can be expected to be difficult or impossible which includes death or personal injury, together with specific violent offences and/or physical or psychological injury, all as defined by Section 224(3) of the Criminal Justice Act 2003.
"Service Failure"	in respect of a CAS3 KPI, where the level of service performance is below the CAS3 KPI Threshold in a Month.
"Service Management Group"	the body described in Paragraph 4 of Schedule 6.
"Service Property"	the Accommodation and any other property which will be used by the Supplier or its Personnel to operate the Services.
"Service Solution"	the document set out in Schedule 2 describing the way in which the Supplier intends to provide the Services.
"Service Specification"	the description of the Services to be supplied under this Contract as set out in Schedule 1.
"Service Transfer"	any transfer of the Services (or any part of the Services), for whatever reason, from the Supplier or any Sub-contractor to a Replacement Supplier or a sub-contractor of a Replacement Supplier.
"Service Transfer Date"	the date of a Service Transfer.

"Services"	the services to be supplied by the Supplier to CAS3 Residents on behalf of the Authority, subject to the terms of this Contract, as detailed in the Service Specification, together with the Mobilisation Services and Exit Services.
"Services Commencement Date"	12 July 2021
"Settled Accommodation"	is the accommodation which a CAS3 Resident may move to following their use of the Accommodation, as more particularly defined in Paragraph D3 of Schedule 1.
"SME"	<p>an enterprise falling within the category of micro, small and medium-sized enterprises</p> <p>defined by the European Commission's Recommendation of 6 May 2003 available at:</p> <p><i>http://eur-lex.europa.eu/LexUriServ/LexUriServ.do?uri=OJ:L:2003:124:0036:0041:en:PDF</i></p>
"Schedule"	a schedule attached to, and forming part of, this Contract.

"Staffing Information"

in relation to all persons identified on the Supplier's Provisional Supplier Personnel List or Supplier's Final Supplier Personnel List, as the case may be, such information as the Authority may reasonably request (subject to all applicable provisions of Data Protection Legislation), but including in an anonymised format:

- (a) their ages, dates of commencement of employment or engagement and gender;
- (b) details of whether they are employed, self-employed contractors or consultants, agency workers or otherwise;
- (c) the identity of the employer or relevant contracting party;
- (d) their relevant contractual notice periods and any other terms relating to termination of employment, including redundancy procedures, and redundancy payments;
- (e) their wages, salaries and profit-sharing arrangements as applicable;
- (f) details of other employment-related benefits, including (without limitation) medical insurance, life assurance, pension or other retirement benefit schemes, share option schemes and company car schedules applicable to them;
- (g) any outstanding or potential contractual, statutory or other liabilities in respect of such individuals (including in respect of personal injury claims);
- (h) details of any such individuals on long term sickness absence, parental leave, maternity leave or other authorised long-term absence;
- (i) copies of all relevant documents and materials relating to such information, including copies of relevant contracts of employment (or relevant standard contracts if applied generally in respect of such employees); and
- (j) any other "employee liability information" as such term is defined in regulation 11 of the Employment Regulations.

"Sub-contract"

a contract between two or more suppliers, at any stage of remoteness from the Authority in a sub-contracting chain, made wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of this Contract.

"Sub-contractor"	<p>a third party with whom:</p> <p>(a) the Supplier enters into a Sub-contract; or</p> <p>(b) a third party under (a) above enters into a Sub-contract,</p> <p>and all directors, officers, employees, agents and consultants of that third party.</p>
"Subject Access Request"	<p>means 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.</p>
"Supplier Assets"	<p>all assets and rights used by the Supplier to provide the Services (including those provided by any Sub-contractor) including the Supplier Equipment and all other hardware, software, telecoms devices and equipment together with all Intellectual Property Rights vesting in such assets and rights but excluding Authority Materials, the Deliverables and the Accommodation.</p>
"Supplier Background IPR"	<p>(a) Intellectual Property Rights owned or licensed by the Supplier before the date of this Contract; and/or</p> <p>(b) Intellectual Property Rights created or acquired by the Supplier independently of this Contract.</p>
"Supplier Equipment"	<p>all items provided by the Supplier in the Accommodation for use by the CAS3 Residents, including all fixtures, fittings, and soft and hard furnishings.</p>
"Supplier Information Security Policy Set"	<p>the Supplier's suite of policies in respect of information security.</p>
"Supplier Personnel"	<p>all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any Sub-contractor engaged in the performance of the Supplier's obligations under this Contract.</p>
"Supplier Premises"	<p>any real property of the Supplier, whether owned, licensed or leased.</p>

"Supplier Termination Event"

- (a) from and including the Services Commencement Date until and including the day before the first anniversary of such date, the total number of Available Bed Spaces is fewer than 400 (four hundred);
- (b) on the first anniversary of the Services Commencement Date (or such later date as set out in the Rectification Plan prepared pursuant to Paragraph 4.3 of Schedule 4), the total number of Available Bed Spaces is fewer than 550 (five hundred and fifty);
- (c) the Supplier committing a material Default which, in the opinion of the Authority, is incapable of remedy;
- (d) an audit reveals Fraud or suspected Fraud;
- (e) a Rectification Plan Failure;
- (f) where a right of termination is expressly reserved by the Authority in this Contract;
- (g) any of the representations and warranties given by the Supplier pursuant to Clauses 37.1.7, 37.1.21 and/or 37.1.22 being materially untrue or misleading;
- (h) the Supplier committing a Default under any of the following:
 - (i) Clause 20;
 - (ii) Clause 23;
 - (iii) Clause 29;
 - (iv) Clause 30;
 - (v) Clause 31;
 - (vi) Clause 32;
 - (vii) Clause 33; and/or
 - (viii) Clause 35.
- (i) an Insolvency Event occurring in respect of the Supplier;
- (j) a change of Control of the Supplier unless:
 - (i) the Authority has given its Approval to the particular change of Control, which subsequently takes place as proposed; or
 - (ii) the Authority has not served its notice of objection within six (6) Months of the later of the date on which the change of Control took place or the date on which the Authority was given notice of the change of Control; or

	(k) the Authority has become aware that the Supplier should have been excluded under Regulation 57(1) or (2) of the PCR from the procurement procedure leading to the award of this Contract.
"Supplier's Final Supplier Personnel List"	a list provided by the Supplier of all the Supplier's Personnel who will transfer under the Employment Regulations on the Relevant Transfer Date.
"Supplier's Provisional Supplier Personnel List"	a list prepared and updated by the Supplier of all the Supplier's Personnel who are engaged in or wholly or mainly 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.
"Supplier's Risk Profile Proposals"	shall have the meaning set out in Paragraph 6.2.3 of Schedule 17.
"Support"	Services to be provided by the Supplier as specified in Section D of Schedule 1 (Services Specification) and Services available to CAS3 Residents within a community that a CAS3 Resident can access.
"Technical Notes"	the notes issued by the Authority from time to time and agreed with the Supplier with respect to the calculation of any Service Credits.
"Tender Process"	shall have the meaning set out in Paragraph 11.2 of Schedule 11.
"Termination Estimate"	shall have the meaning set out in Clause 47.11.
"Termination Payment"	shall have the meaning set out in Clause 47.2.
"Third Party Beneficiary"	shall have the meaning set out in Clause 61.2.
"Third Party Claim"	any claim which is made or threatened by any third party against the Authority, and for which it appears that the Authority or is, or may become, a defendant.
"Transferee"	shall have the meaning set out in Clause 53.4.
"Transferring Contracts"	shall have the meaning set out in Paragraph 8.7.5 of Schedule 11.
"Transferring Supplier Employees"	those employees of the Supplier and/or the Supplier's Sub-contractors to whom the Employment Regulations will apply on the Service Transfer Date.
"Transferring Supplier Equipment"	shall have the meaning set out in Paragraph 8.7.5 of Schedule 11.
"UK GDPR"	means EU Regulation 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data as incorporated into domestic laws in the United Kingdom by the European Union (Withdrawal Agreement) Act 2020 and amended by the Data Protection, Privacy and Electronic Communication (Amendments etc) (EU Exit) Regulations 2020.
"Undisputed Invoice"	shall have the meaning set out in Paragraph 3.1.2 of Schedule 5.

"Valid Invoice"	means an invoice submitted in accordance with Paragraph 2 of Schedule 5.
"VAT"	value added tax in accordance with the provisions of the Value Added Tax Act 1994.
"Welsh Language Scheme"	the Authority's Welsh language scheme described at: http://www.justice.gov.uk/publications/corporate-reports/moj/2010/welsh-language-scheme , as may be updated from time to time.
"Working Day" / "Business Day"	days (other than a Saturday or Sunday) on which banks are open for general business in the city of London.

1.2 The interpretation and construction of this Contract shall be subject to the following provisions:

- 1.2.1 words importing the singular meaning include where the context so admits the plural meaning and vice versa;
- 1.2.2 words importing the masculine include the feminine and the neuter and vice versa;
- 1.2.3 references in this Contract to any Clause, sub-Clause or Schedule without further designation shall be construed as a reference to the clause or sub-clause of, or schedule to, this Contract so numbered and reference to Paragraphs, Part and Annexes are, unless otherwise provided, references to the paragraphs, parts and annexes of the Schedule or the part of the Schedule in which the reference appears;
- 1.2.4 reference to a Clause is a reference to the whole of that Clause unless stated otherwise;
- 1.2.5 references to this Contract are references to this Contract as amended from time to time;
- 1.2.6 reference to any statute, enactment, order, regulation, code, official guidance or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation, code, official guidance or instrument as amended or replaced from time to time by any subsequent enactment, modification, order, regulation, code, official guidance or instrument (whether such amendment or replacement occurs before or after the date of this Contract);
- 1.2.7 references to any person shall include natural persons and partnerships, firms and other incorporated bodies and all other legal persons of whatever kind and however constituted;
- 1.2.8 the words **"include"**, **"includes"**, **"including"**, **"exclude"**, **"excluding"**, **"in particular"**, **"for example"** and other similar words shall not limit the generality of the preceding words and are to be construed as if they were immediately followed by the words "without limitation"; and
- 1.2.9 headings are included in this Contract for ease of reference only and shall not affect the interpretation or construction of this Contract.

1.3 In the event of, and only to the extent of, any conflict between the Clauses of this Contract, the Schedules and/or any document referred to, the conflict shall be resolved,

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unless the Parties have agreed in writing to the contrary, in accordance with the following order of precedence:

- 1.3.1 the Clauses;
- 1.3.2 the Service Specification;
- 1.3.3 the Schedules, save for the Service Specification and the Service Solution;
- 1.3.4 the Service Solution; and
- 1.3.5 any other document referred to in this Contract.

2. DUE DILIGENCE

2.1 The Supplier acknowledges that it has:

- 2.1.1 made and shall make its own enquiries to satisfy itself as to the accuracy and adequacy of any information supplied to it by or on behalf of the Authority;
- 2.1.2 raised all relevant due diligence questions with the Authority before the Commencement Date;
- 2.1.3 satisfied itself that it has sufficient information to ensure that it can provide the Services; and
- 2.1.4 entered into this Contract in reliance on its own due diligence alone.

2.2 The Supplier acknowledges that the Authority has made no warranties or representations in respect of any of the information supplied by or on its behalf to the Supplier.

2.3 Without prejudice to Clause 2.1, the Supplier shall:

- 2.3.1 use its reasonable endeavours to check and verify that the data, information, plans, drawings, documents, handbooks and codes of practice supplied by the Authority are accurate; and
- 2.3.2 notify the Authority immediately if it discovers errors or discrepancies in the data, information, plans, drawings, documents, handbooks and codes of practice supplied by the Authority.

3. MOBILISATION

3.1 The Parties shall comply with the provisions of Schedule 3 (Mobilisation) in relation to mobilisation of the Services to the Supplier.

4. PROVISION OF SERVICES

4.1 During the Contract Period the Supplier shall provide the Services to the Authority in accordance with the terms of this Contract.

4.2 Although as at the Commencement Date the Authority intends to procure all its requirement for services similar to the Services from the Supplier and not from any other supplier, that intention may change and the Supplier agrees and acknowledges that it has not been given any rights of exclusivity or any volume guarantees in relation to the volume of the Services provided under this Contract.

5. **QUALITY ASSURANCE AND PERFORMANCE INDICATORS**

5.1 In performing the Services, the Supplier shall, and shall procure its Personnel shall, meet or exceed the:

5.1.1 CAS3 Key Performance Indicators;

5.1.2 Quality Standards;

5.1.3 Good Industry Practice;

5.1.4 Service Specification;

5.1.5 Service Solution; and

5.1.6 Law.

5.2 Where there is a conflict between the standards set out in Clause 5.1, such conflict shall be immediately referred by the Supplier to the Authority together with a proposal as to how the conflict should be resolved and the Authority shall, subject to Clause 1.3, direct how the conflict will be resolved.

5.3 The Supplier shall maintain accreditation with any relevant Quality Standards authorisation body, including such accreditation as set out in Schedule 1.

5.4 The Supplier shall co-operate, and shall procure that its Personnel shall co-operate, with all reasonable procedures and processes which may be undertaken by the Authority in respect of ensuring the quality and the standard of the Services provided by and on behalf of the Supplier.

5.5 In co-operating with the procedures and processes which may be undertaken in accordance with Clause 5.4, the Supplier shall:

5.5.1 promptly, and in any event within two (2) Working Days, provide such information and reports which may be reasonably required by the Authority; and

5.5.2 provide the Authority reasonable access to:

(a) any Supplier Premises (or such premises which may be used by Sub-contractors to perform in the provision of the Services) and the Accommodation;

(b) the Supplier Assets;

(c) any other equipment which may be used in the provision of the Services including that belonging to its Sub-contractors; and

(d) the Supplier's Personnel.

5.6 The Supplier shall monitor and ensure that its Personnel are performing the Services on behalf of the Supplier to the standard set out in this Contract and shall notify the Authority immediately if it suspects or becomes aware the performance or the qualifications of itself and/or its Personnel fall below the standards set out in this Contract.

6. SUPPLIER OBLIGATIONS

6.1 The Supplier shall:

- 6.1.1 at all times allocate sufficient resources to supply the Services in accordance with this Contract;
- 6.1.2 provide and fulfil any ancillary or incidental service, function or responsibility not specified in the Service Specification where such service, function or responsibility is necessary for the proper performance of the relevant Services;
- 6.1.3 obtain, and maintain throughout the duration of this Contract, all the consents, approvals, licences and permissions (statutory, regulatory, contractual or otherwise) it may require and which are necessary for the provision of the Services or performance of any other obligation under this Contract;
- 6.1.4 ensure the Supplier Assets and the Accommodation used in the performance of the Services will be free of all Encumbrances (except as agreed in writing with the Authority);
- 6.1.5 ensure that in the performance of its obligations under this Contract it does not disrupt the operations of the Authority or any Other Supplier;
- 6.1.6 ensure that any documentation, information and training provided to the Authority under this Contract is comprehensive, accurate and prepared in accordance with Good Industry Practice;
- 6.1.7 co-operate with the Other Supplier(s) to enable such Other Supplier(s) to provide services to the Authority and, on the expiry or termination of this Contract for any reason, to enable the timely mobilisation of the Services (or any of them) to the Authority and/or to any Replacement Supplier in accordance with Schedule 11 and the Exit Plan, including:
 - (a) providing reasonable information (including any documentation), advice and assistance in connection with the Services to the Other Supplier(s); and
 - (b) entering into such agreements and collaborative arrangements which may be reasonably required by the Authority from time to time;
- 6.1.8 to the extent it is legally able to do so, hold on trust for the sole benefit of the Authority, all warranties and indemnities provided by third parties or any Sub-contractor in respect of any Deliverables and/or the Services and, where any such warranties and indemnities are held on trust, at its cost enforce such warranties and indemnities in accordance with any reasonable directions that the Authority may notify from time to time to the Supplier;
- 6.1.9 unless it can demonstrate to the Authority, acting reasonably, that it is unable to do so, assign to the Authority on the Authority's written request and at the cost of the Supplier any such warranties and/or indemnities as are referred to in Clause 6.1.8;
- 6.1.10 provide the Authority with such advice and assistance as the Authority may reasonably require during the Contract Period in respect of the supply of the Services;
- 6.1.11 gather, collate and provide such information and co-operation as the Authority may reasonably request for the purposes of ascertaining the Supplier's compliance with its obligations under this Contract;

- 6.1.12 as soon as the Supplier becomes aware, immediately notify the Authority of any circumstances suggesting that a change of Control of the Supplier is planned or in contemplation;
- 6.1.13 notify the Authority in writing of any material detrimental change in the financial standing and/or any change in the credit rating of the Supplier where such change has a material adverse effect on the Supplier's ability to deliver the Services and/or perform its obligations under this Contract;
- 6.1.14 subject to Clause 29.6, notify the Authority in writing within ten (10) Working Days of their occurrence, of any actions, suits or proceedings or regulatory investigations before any court or administrative body or arbitration tribunal pending or, to its knowledge, threatened against it that might affect its ability to perform its obligations under this Contract;
- 6.1.15 ensure that neither it, nor any of its Affiliates or Personnel, bring the Supplier into disrepute by engaging in any act or omission which is reasonably likely to diminish the trust that the public places in the Authority, regardless of whether or not such act or omission is related to the Supplier's obligations under this Contract;
- 6.1.16 perform its obligations under this Contract in accordance with the Authority's environmental policy which is 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;
- 6.1.17 comply with the Prison Service Instructions, Probation Instructions and the prison procedures prescribed by the Prison Service Orders (including any replacement policy frameworks or mandatory minimum requirements which may be introduced by the Authority from time to time);
- 6.1.18 implement and demonstrate compliance with the Quality Assurance Arrangements;
- 6.1.19 use its reasonable endeavours to minimise the amount of Actual Bad Debts and shall provide to the Authority such information as the Authority may reasonably require in relation to the Actual Bad Debts suffered by the Supplier in each Quarter.

7. **SUPPLIER ASSETS**

- 7.1 Subject to Clause 52 and any express provision of the BCDR Plan to the contrary, the loss or destruction for any reason of the Supplier Assets and/or Accommodation, if any, shall not relieve the Supplier of its obligation to supply the Services in accordance with this Contract.
- 7.2 Except as set out in Paragraph 10.6 of Schedule 11, the Supplier Assets and the Accommodation shall remain at the sole risk and responsibility of the Supplier.
- 7.3 In respect of the Supplier Equipment the Supplier shall:
 - 7.3.1 install such equipment at the Accommodation in accordance with all relevant manufacturer's installation instructions, Good Industry Practice and Law; and
 - 7.3.2 maintain such equipment so that, save for fair wear and tear, it remains in safe, serviceable and clean condition and such maintenance shall be in accordance with:
 - (a) the standards set out in this Contract;

- (b) Good Industry Practice;
- (c) Law; and
- (d) the relevant manufacturer's instructions.

- 7.4 The Supplier shall maintain an up to date and accurate register of Supplier Equipment used or made available during the provision of the Services, including details of the initial value, depreciation and residual value of each item (**Asset Register**) and shall provide a copy of the Asset Register to the Authority promptly upon request together with such other information as the Authority may reasonably require in respect of such Supplier Equipment.
- 7.5 The Supplier shall be solely responsible for the cost of carriage of Supplier Equipment to the Accommodation, including its off-loading, installation, removal of all packaging and all other associated costs.
- 7.6 Save to the extent that risk and ownership in the relevant Supplier Equipment has transferred to the Authority, a Replacement Supplier and/or Other Supplier in accordance with Schedule 11, the Supplier shall on demand indemnify the Authority and keep it indemnified and hold it harmless from and against all Losses which the Authority may suffer or incur as a result of:
- 7.6.1 a failure by the Supplier to maintain the Supplier Equipment in accordance with the provisions of Clause 7.3;
 - 7.6.2 the removal of any Supplier Equipment from the Accommodation following the expiry or termination of this Contract (whether in whole or in part); and/or
 - 7.6.3 the use or misuse, as the case may be, of the Supplier Equipment, including where any such Losses arise as a result of any claims brought against the Authority by any third party, including CAS3 Residents.

8. **CONFLICTS OF INTEREST**

- 8.1 The Supplier shall take appropriate steps to ensure that neither the Supplier nor any of the Supplier's Personnel are placed in a position where, in the reasonable opinion of the Authority:
- 8.1.1 there is or may be an actual conflict or potential conflict, between the pecuniary or personal interests of the Supplier and/or its Personnel and the duties owed to the Authority under the provisions of this Contract; or
 - 8.1.2 the behaviour of the Supplier and/or the Supplier's Personnel is not in the best interest of and/or might adversely affect the reputation of the Authority.
- 8.2 The Supplier shall as soon as reasonably practicable disclose to the Authority full particulars of any behaviour which might give rise to the acts complained of in Clauses 8.1.1 or 8.1.2.
- 8.3 Within three (3) Working Days of the date of disclosure pursuant to Clause 8.2 the Supplier shall consult with the Authority to discuss a way to remedy any conflict or behaviour that, in the Authority's reasonable opinion, falls within Clauses 8.1.1 or 8.1.2.
- 8.4 If, within five (5) Working Days of the consultation under Clause 8.3, the Supplier fails, in the Authority's reasonable opinion, to remedy the breach then the Authority reserves the right to terminate this Contract by serving on the Supplier notice in writing with effect from the date specified in that notice and/or to take such other steps it deems necessary.

- 8.5 The actions of the Authority pursuant to this Clause shall not prejudice or affect any right of action or remedy which has accrued or will accrue to the Authority.

9. CONTRACT PRICE

- 9.1 In consideration of the proper performance by the Supplier of the Supplier's obligations under this Contract the Contract Price shall be paid to the Supplier in accordance with Schedule 5.

- 9.2 Subject to the provisions of Schedule 5, the Contract Price shall be fixed during the Contract Period.

- 9.3 The Supplier shall on demand indemnify the Authority and keep it indemnified and hold it harmless from and against all Losses which the Authority may suffer or incur as a result of the Supplier's failure to account for or to pay any VAT relating to payments made to the Supplier under this Contract. Any amounts due under this Clause 9.3 shall be paid by the Supplier to the Authority not less than five (5) Working Days before the date upon which the tax or other liability is payable by the Authority.

- 9.4 Except where otherwise provided, the Parties shall each bear their own costs and expenses incurred in respect of compliance with their obligations under this Contract.

10. RECOVERY OF SUMS DUE

- 10.1 Subject to Clause 10.2, whenever under this Contract any sum of money is recoverable from or payable by the Supplier to the Authority (including any sum which the Supplier is liable to pay to the Authority in respect of any Default), the Authority may unilaterally deduct that sum from any sum then due, or which at any later time may become due to the Supplier from the Authority under this Contract or under any other agreement or contract with the Authority or the Crown.

- 10.2 Any overpayment by either Party, whether of the Contract Price or of VAT, shall be a sum of money recoverable by the Party who made the overpayment from the Party in receipt of the overpayment.

- 10.3 The Supplier shall make any payments due to the Authority without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Supplier has a valid court order requiring an amount equal to such deduction to be paid by the Authority to the Supplier.

11. GOVERNANCE

- 11.1 The Parties agree to manage this Contract through the governance structure detailed in Schedule 6.

12. CHANGE CONTROL

- 12.1 Unless otherwise expressly set out in this Contract, all proposed Contract Changes shall be processed by the Parties in accordance with Schedule 9.

13. RECORDS AND REPORTING

- 13.1 The Supplier shall comply with the provisions of Schedule 7 in relation to:

13.1.1 the production and supply of Management Information and other reports; and

13.1.2 the maintenance and retention of records and data.

- 13.2 **Not used**

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- 13.3 The Supplier agrees that, notwithstanding any other term in this Contract, the Authority may provide:
- 13.3.1 Cabinet Office;
 - 13.3.2 the National Audit Office; and
 - 13.3.3 Parliament and Parliamentary Committees,
- with the Management Information, reports and records made available to the Authority under this Contract.
- 13.4 Upon receipt of the information provided by the Supplier to the Authority pursuant to Clause 13.1 or receipt of information provided by the Authority to the bodies named in Clause 13.3, the Supplier consents (without prejudice to the Authority's other rights and obligations under this Contract (including Clause 32 and at Law)) that the Authority and those bodies named in Clause 13.3 may:
- 13.4.1 store and analyse the information, reports and records and produce statistics; and
 - 13.4.2 share the information, reports and records and/or any statistics produced using them with any of those bodies named in Clause 13.3 to the extent each has not already received such information.

14. **AUDIT**

- 14.1 Without prejudice to Clause 33.5 and subject to Clause 14.3, the Supplier shall promptly, and in any event within two (2) Working Days of request (unless otherwise agreed by the Authority in writing), provide, and shall procure its Sub-contractors promptly provide within the same timescale, the Authority and each of the Auditors access to that which may be required by the Authority and/or Auditors from time to time including to the Accommodation and to any of the Supplier Premises from which any activities relating to the provision of the Services are performed, in order for the Authority and/or Auditors to assess compliance by the Supplier and its Sub-contractors of their obligations under this Contract, including for the following purposes:
- 14.1.1 to verify the accuracy of Contract Price (and proposed or actual variations to them in accordance with this Contract) and any other payment made under this Contract;
 - 14.1.2 to identify or investigate actual or suspected Fraud, impropriety or accounting mistakes or any breach or threatened breach of security and in these circumstances the Authority shall have no obligation to inform the Supplier of the purpose or objective of its investigations;
 - 14.1.3 to obtain such information as is necessary to fulfil the Authority's obligations to supply information for parliamentary, ministerial, judicial or administrative purposes including the supply of information to the Comptroller and the Auditor General;
 - 14.1.4 to review the integrity, confidentiality and security of Personal Data of which the Authority is Data Controller;
 - 14.1.5 to review the Supplier's compliance with the Data Protection Legislation in accordance with this Contract and any other Laws;
 - 14.1.6 to review the Supplier's compliance with its security obligations under this Contract;

- 14.1.7 to review any books of accounts and the internal contract management accounts kept by the Supplier in connection with the provision of the Services;
 - 14.1.8 to carry out the Authority's internal and statutory audits and to prepare, examine and/or certify the Authority's annual and interim reports and accounts;
 - 14.1.9 to 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 Authority has used its resources;
 - 14.1.10 to verify the accuracy or completeness of any Management Information required to be provided by the Supplier under this Contract;
 - 14.1.11 to review any records and supporting or ancillary documentation relating to the Supplier's performance of the Services, including records held on the Supplier's Caseload Management System;
 - 14.1.12 to ensure that the Supplier is complying with its obligations under this Contract;
 - 14.1.13 to ensure compliance with the Quality Assurance Arrangements; and
 - 14.1.14 for any other purpose set out in this Contract.
- 14.2 Nothing in this Contract shall prevent or restrict the rights of the Comptroller and Auditor General and/or its representatives from carrying out an audit, examination or investigation of the Supplier and/or any Sub-contractors for the purposes of and pursuant to applicable Law.
- 14.3 The Authority may at its discretion inspect the Accommodation, either on an unannounced basis or at short notice. The Supplier shall cooperate (and shall ensure that any Sub-contractor or relevant third party shall cooperate) with such inspections, including by:
- 14.3.1 facilitating access to the Accommodation promptly (and, at a minimum, by 6pm on the same day);
 - 14.3.2 cooperating with any surveys or inspections of the condition of the Accommodation;
 - 14.3.3 making available any of its Personnel who are responsible for servicing the Accommodation; and
 - 14.3.4 providing evidence of all relevant documentation relating to the Accommodation including insurance certificates, records of house visits, house rules, maintenance records and records of compliance with statutory requirements such as PAT testing.
- 14.4 The Supplier shall, and shall procure its Sub-contractors shall, on demand provide the Authority and any Auditors with all reasonable co-operation and assistance in relation to each audit, including by providing:
- 14.4.1 all information within the scope of the audit requested by the Authority and/or Auditors;

- 14.4.2 reasonable access to:
- (a) any Supplier Premises (and in the event the records and accounts are held by a Sub-contractor or some other third party the Supplier shall procure reasonable access to such party's premises);
 - (b) the Supplier Assets;
 - (c) any other equipment which may be used in the provision of the Services including that belonging to its Sub-contractors; and
 - (d) the Supplier's Personnel.
- 14.5 If an audit reveals:
- 14.5.1 a material Default; or
- 14.5.2 Fraud or suspected Fraud,
- the Supplier shall reimburse the Authority and its Auditors' reasonable costs incurred in relation to the audit and the Authority be entitled to exercise its rights to terminate this Contract pursuant to Clause 44.
- 14.6 If an audit reveals:
- 14.6.1 the Authority has overpaid any charges, the Supplier shall pay to the Authority on demand:
- (a) the amount overpaid;
 - (b) interest on the amount overpaid, accruing on a daily basis at a rate of 3 per cent per annum above the Bank of England's base rate from the date of overpayment by the Authority up to the date of repayment by the Supplier, whether before or after judgement; and
 - (c) the reasonable costs incurred by the Authority and any Auditor undertaking the audit; or
- 14.6.2 the Authority has underpaid any charges, the Supplier shall not be entitled to increase the Contract Price paid or payable by the Authority but the Authority shall pay to the Supplier the difference between the actual Contract Price paid and the Contract Price which should have been due within such timescale and/or instalments as agreed between the Parties in writing.
- 14.7 The Supplier shall:
- 14.7.1 submit to the Authority, as soon as they become available (and in any event within six (6) Months of the end of each of its financial periods), copies of its audited financial statements for that period which shall contain an income statement, balance sheet and a cash flow statement which shall be audited and certified without qualification by a firm of independent accountants;
- 14.7.2 submit to the Authority, as soon as they become available (and in any event within three (3) Months of the end of each of its financial half-years and within three (3) Months of the end of each period to which the accounts relate) copies of its un-audited financial statements for that half-year or year (as the case may be) which shall contain an income statement, a balance sheet and a cash flow statement;

- 14.7.3 ensure that it prepares its financial statements on a basis consistently applied in accordance with generally accepted accounting principles in England and Wales and those financial statements shall give a true and fair view of results of its operations for the period in question and the state of its affairs as at the date to which the financial statements are made up and shall disclose or reserve against all liabilities (actual or contingent) of the Supplier; and
 - 14.7.4 submit to the Authority, within three (3) Months of the end of each Contract Year, a financial statement for that period, including only the income and expenditure relating to this Contract.
- 14.8 The Supplier shall keep books of account in accordance with best accountancy practice with respect to the Contract showing in detail:
- 14.8.1 expenditure on wages and salaries;
 - 14.8.2 administrative overheads;
 - 14.8.3 expenditure on consumable items;
 - 14.8.4 payments made to Sub-contractors / Contractors;
 - 14.8.5 capital and revenue expenditure;
 - 14.8.6 other expenditure incurred by the Supplier in the day-to-day performance of the Contract; and
 - 14.8.7 record of all services obtained at no charge from the Authority or any other government agency.
- 14.9 The Supplier shall have each of the items identified in Clause 14.8 above available for inspection by the Authority or its authorised representatives upon reasonable notice, and shall present a report of the same to the Authority as and when requested.
- 14.10 The Supplier shall provide full details of all income received for this Contract each Quarter including actual details of Housing Benefit or equivalent receipts.
- 15. SUPPLIER PERSONNEL**
- 15.1 The Supplier shall:
- 15.1.1 employ or, subject to the terms of this Contract, engage at all times a sufficient number of Personnel to fulfil its obligations under this Contract;
 - 15.1.2 ensure that its Personnel are appropriately qualified, trained and experienced to provide the Services with all reasonable skill, care and diligence;
 - 15.1.3 promptly inform and keep the Authority informed in writing of any industrial relations, problems or other matters relating to its Personnel which may affect the performance of this Contract;
 - 15.1.4 not employ or engage any person where the Supplier knows, or by reason of the circumstances might reasonably be expected to know, that the person concerned is involved in any unlawful procurement of social security benefits or tax exemptions in connection with his employment by or engagement with the Supplier;
 - 15.1.5 not make, facilitate or participate in the procurement of any unlawful payments to any of its Personnel, whether in the nature of social security fraud, evasion of tax or otherwise;

- 15.1.6 at all times comply with all Law relating to income tax, national insurance contributions and any other related taxes;
- 15.1.7 ensure that any Personnel employed or engaged in the provision of the Services have undertaken a Disclosure and Barring Service Check (and are registered for the DBS update service) prior to their commencement of the provision of the Services and such other security clearance or vetting requirements as set out in this Contract, provided always that, in respect of Transferring Former Supplier Employees only, the Supplier shall not be in breach of this obligation as at the Services Commencement Date and for a period of up to 14 weeks thereafter if the Supplier has by the day following the Services Commencement Date submitted (or procured the submission of) properly completed applications for Disclosure and Barring Service Checks (and registrations for the DBS update service) in respect of such Transferring Former Supplier Employees;
- 15.1.8 within two (2) Working Days of the Authority's request, provide details of the qualifications and competence of any Personnel employed or engaged by the Supplier or any of its Sub-contractors (or proposed to be employed or engaged by the Supplier or any of its Sub-contractors) and provide a copy of any certification or qualification or competence that has been issued in respect of such person; and
- 15.1.9 where requested by the Authority acting reasonably (but without obligation to give details of the reason where it has grounds not to do so), remove from the provision of the Services any Personnel in the accordance with the period of time so directed by the Authority.
- 15.2 In the event of industrial action by the Supplier's Personnel, the Supplier shall seek the Authority's Approval of its proposals to perform its obligations under this Contract.
- 15.3 If the Supplier's proposals referred to in Clause 15.2 are considered insufficient or unacceptable by the Authority acting reasonably, then the Authority reserves the right to terminate this Contract by serving on the Supplier notice in writing with effect from the date specified in that notice and/or to take such other steps it deems necessary.
- 15.4 The Supplier shall at all times remain responsible for its Personnel and the acts and omissions of its Personnel. An obligation on the Supplier to do, or refrain from doing, any act or thing shall include an obligation upon the Supplier to procure that its Personnel also do, or refrain from doing, such act or thing.
- 15.5 The Supplier recognises that the Authority has a legitimate interest in ensuring that persons discharging the Authorities' duties, including personnel engaged under or via Authority contracts, such as the Supplier's Personnel are of suitable character and competence to do so lawfully and in accordance with all applicable contractual requirements. Accordingly, the Authority may request from the Supplier, and the Supplier shall where it is able to do so lawfully promptly provide, any information (which may include Personal Data and information obtained during the vetting of the relevant individual) relating to Supplier's Personnel which the Authority reasonably believes is relevant to determining the Supplier's compliance with this Clause 15 and/or evaluating any concerns which the Authority may have in relation to the suitability of any of the Supplier's Personnel to perform duties in relation to this Contract.
- 15.6 The Supplier warrants, represents and undertakes to the Authority that it shall obtain all necessary consents and permissions from the Supplier's Personnel to enable it to fulfil its obligations under this Clause 15, in particular those obligations relating to the provision of information to the Authority, in accordance with Data Protection Legislation and shall maintain full written records of such consents and permissions.

16. **KEY PERSONNEL**

- 16.1 The Supplier shall ensure that the Key Personnel fulfil the Key Roles at all times during the Contract Period. Schedule 13 lists the Key Roles and names of the persons whom the Supplier shall appoint to fill those Key Roles at the Commencement Date.
- 16.2 The Authority may identify any further roles as being Key Roles and, following agreement by the Supplier (such agreement not to be unreasonably withheld or delayed), the relevant persons selected to fill those Key Roles shall be included in the list of Key Personnel.
- 16.3 The identity of each member of Key Personnel shall be subject to the Approval of the Authority, such Approval not to be unreasonably withheld or delayed.
- 16.4 The Supplier shall not remove or replace any Key Personnel (including when carrying out its obligations under any Exit Plan) unless:
- 16.4.1 requested to do so by the Authority;
 - 16.4.2 the person concerned resigns, retires, dies or is on maternity or paternity leave or long-term sick leave;
 - 16.4.3 the person's employment or contractual arrangement with the Supplier or Sub-contractor is terminated for material breach of contract by the employee; or
 - 16.4.4 the Supplier obtains the Authority's Approval (such Approval not to be unreasonably withheld or delayed).
- 16.5 The Supplier shall:
- 16.5.1 notify the Authority promptly of the absence of any Key Personnel (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;
 - 16.5.2 ensure that any Key Role is not vacant for any longer than ten (10) Working Days;
 - 16.5.3 give as much notice as is reasonably practicable of its intention to remove or replace any member of Key Personnel and, except in the cases of death, unexpected ill health or a material breach of the Key Personnel's employment contract, this will mean at least one (1) Months' notice;
 - 16.5.4 ensure that all arrangements for planned changes in Key Personnel provide adequate periods during which incoming and outgoing personnel work together to transfer responsibilities and ensure that such change does not have an adverse impact on the performance of the Services; and
 - 16.5.5 ensure that any replacement for a Key Role:
 - (a) has a level of qualifications and experience appropriate to the relevant Key Role; and
 - (b) is fully competent to carry out the tasks assigned to the Key Personnel whom he or she has replaced.

17. EMPLOYMENT LIABILITY

17.1 The Supplier shall on demand indemnify the Authority and keep it indemnified and hold it harmless from and against all Losses which the Authority may suffer or incur as a result of:

17.1.1 all Employee Liabilities that may arise as a result of any claims brought against the Authority by any person where such claim arises from any act or omission of the Supplier or any of its Personnel; and/or

17.1.2 any income tax, national insurance and social security contributions and any other liability deduction, contribution, assessment or claim arising from or made in connection with the employment or engagement by the Supplier of its Personnel in the provision of the Services.

18. SUB-CONTRACTING

18.1 Subject to this Clause 18, the Supplier shall not Sub-contract its rights or obligations under this Contract without the Approval of the Authority (such Approval not to be unreasonably withheld or delayed). For these purposes, the Authority may withhold its Approval to the appointment of a Sub-contractor for reasons including if the Authority reasonably considers that:

18.1.1 the appointment of the proposed Sub-contractor may prejudice the provision of the Services or may be contrary to the interests of the Authority;

18.1.2 the proposed Sub-contractor is unreliable and/or has not provided reasonable services to its other customers; and/or

18.1.3 the proposed Sub-contractor should be excluded in accordance with Clause 18.2.

18.2 Where the Authority considers whether there are grounds for the exclusion of a Sub-contractor under Regulation 57 of the PCR, then:

18.2.1 if the Authority finds there are compulsory grounds for exclusion, the Supplier shall replace or shall not appoint the Sub-contractor; and

18.2.2 if the Authority finds there are non-compulsory grounds for exclusion, the Authority may require the Supplier to replace or not appoint the Sub-contractor and the Supplier shall comply with such a requirement.

18.3 The Authority consents to the appointment of the Sub-contractors listed in Schedule 15.

18.4 The Supplier shall ensure that each Sub-contract in relation to the provision of the Services shall:

18.4.1 reflect the Market Stewardship Principles set out in Schedule 16;

18.4.2 contain a provision to the effect that the Sub-contractor complies with its legal obligations in the fields of environmental, social and labour law;

18.4.3 contain obligations no less onerous on the Sub-contractor than those imposed on the Supplier under this Contract, including those in respect of Clause 8, Clause 14, Clause 21, Clause 22, Clause 30, Clause 31, Clause 32, Clause 33, Clause 34, Clause 35, Clause 40;

18.4.4 contain a provision enabling the Supplier to assign novate or otherwise transfer any of its rights and/or obligations under the Sub-contract to the Authority or any Replacement Supplier without restriction (including any need

to consent or approval) or payment by the Authority or any Replacement Supplier; and

- 18.4.5 Contain a right for the Supplier to terminate if the Sub-Contractor does not comply with its legal obligations in connection with Data Protection Legislation, environmental, social or labour law.
- 18.5 If requested by the Authority, within two (2) Working Days of written notice, the Supplier shall provide to the Authority:
 - 18.5.1 a copy of any Sub-contract entered into with any Sub-contractor for the purposes of this Contract; and
 - 18.5.2 any other information reasonably requested by the Authority in relation to any Sub-contract or Sub-contractor.
- 18.6 The Authority may require the Supplier to terminate a Sub-contract where:
 - 18.6.1 the relevant Sub-contractor fails to comply in the performance of its Sub-contract with legal obligations in the fields of environmental, social and/or labour law;
 - 18.6.2 the acts or omissions of the relevant Sub-contractor have caused or materially contributed to the Authority's right of termination pursuant to Clause 44.1.2 (Termination by the Authority); and/or
 - 18.6.3 the relevant Sub-contractor or any of its Affiliates have embarrassed the Authority or otherwise brought the Authority into disrepute by engaging in any act or omission which is reasonably likely to diminish the trust that the public places in the Authority, regardless of whether or not such act or omission is related to the Sub-contractor's obligations in relation to the Services or otherwise.
- 18.7 Notwithstanding the Supplier's right to sub-contract pursuant to this Clause 18, the Supplier shall remain responsible for all acts and omissions of its Sub-contractors and the acts and omissions of those employed or engaged by the Sub-contractors as if they were its own.
- 19. **SUPPLY CHAIN PROTECTION**
- 19.1 Where the Supplier or a Sub-contractor enters into a Sub-contract, it shall include within such Sub-contract provisions:
 - 19.1.1 requiring the Supplier or the Sub-contractor receiving goods or services under the Sub-contract to consider and verify invoices under that contract in a timely fashion;
 - 19.1.2 that if the Supplier or the Sub-contractor (as the case may be) fails to consider and verify an invoice in accordance with Clause 19.1.1, the invoice shall be regarded as valid and undisputed for the purposes of Clause 19.1.3 after a reasonable time has passed;
 - 19.1.3 requiring the Supplier or Sub-contractor (as the case may be) to pay any undisputed sums which are due from it to their Sub-contractor within a specified period not exceeding thirty (30) days of verifying that invoice is valid and undisputed;
 - 19.1.4 giving the Authority the right to publish both the Supplier's and the Sub-contractor's compliance with its obligation to pay undisputed invoices within the specified payment period; and

- 19.1.5 requiring each Sub-contractor to include a clause to the same effect as this Clause 19.1 in any contracts it enters into wholly or substantially for the purpose of performing or contributing to the performance of the whole or any part of this Contract.

20. STAFF TRANSFER

20.1 The Parties agree that:

20.1.1 where the commencement of the provision of any of the Services or any part of the Services results in one or more Relevant Transfers of Transferring Former Supplier Employees, Part A of Schedule 14 shall apply and Part B of Schedule 14 shall not apply;

20.1.2 where the commencement of the provision of any of the Services or any part of the Services does not result in a Relevant Transfer of employees of the Former Supplier, Part B of Schedule 14 shall apply and Part A of Schedule 14 shall not apply; and

20.1.3 on the expiry or termination of the Services or any part of the Services, Part C of Schedule 14 shall apply.

21. BRIBERY AND COMPLIANCE

21.1 The Supplier shall not, and shall procure its Personnel shall not, during the Contract Period:

21.1.1 commit a Prohibited Act; or

21.1.2 do or suffer anything to be done which would cause the Authority or any of its Personnel to contravene any of the Relevant Requirements or otherwise incur any liability in relation to the Relevant Requirements.

21.2 The Supplier warrants and represents to the Authority that neither it, nor to the best of its knowledge any of its Personnel, have at any time prior to the Commencement Date:

21.2.1 committed a Prohibited Act or been formally notified that is subject to an investigation or prosecution which relates to an alleged Prohibited Act; and/or

21.2.2 been listed by any government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or contracts on the grounds of a Prohibited Act.

21.3 The Supplier shall:

21.3.1 in relation to this Clause 21, act in accordance with the Relevant Requirements;

21.3.2 immediately notify the Authority if it suspects or becomes aware of any breach of this Clause 21; and

21.3.3 respond promptly, and in any event within two (2) Working Days, to any of the Authority's enquiries regarding any breach, potential breach or suspected breach of this Clause 21 and the Supplier shall co-operate with any investigation and allow the Authority, or such third party it elects, to audit the Supplier's books, records and any other relevant documentation in connection with the breach.

- 21.4 If the Supplier, the Supplier's Personnel or any person acting on the Supplier's behalf, in all cases whether or not acting with the Supplier's knowledge, is in Default under this Clause 21 and/or 37.1.4 then without prejudice to the Authority's other rights or remedies:
- 21.4.1 the Authority shall be entitled to terminate this Contract by serving on the Supplier notice in writing with effect from the date specified in that notice; and
- 21.4.2 the Supplier shall on demand indemnify the Authority and keep it indemnified and hold it harmless from and against all Losses which the Authority may suffer or incur as a result of or in connection with such Default.

Promoting Tax Compliance

- 21.5 If, at any point during this Contract an Occasion of Tax Non-Compliance occurs the Supplier shall:
- 21.5.1 notify the Authority in writing of such fact within five (5) Working Days of its occurrence; and
- 21.5.2 promptly, and in any event within two (2) Working Days of the notification being submitted in accordance with Clause 21.5.1, provide to the Authority:
- (a) details of the steps which the Supplier is taking to address the Occasion of Tax Non-Compliance and to prevent the same from recurring, together with any mitigating factors that it considers relevant; and
- (b) such other information in relation to the Occasion of Tax Non-Compliance as the Authority may reasonably require.

22. SAFEGUARD AGAINST FRAUD

- 22.1 The Supplier shall take all reasonable steps, in accordance with Good Industry Practice, to prevent any Fraud by the Supplier and/or its Personnel.
- 22.2 The Supplier shall immediately notify the Authority in writing if it has reason to suspect that any Fraud has occurred, is occurring or is likely to occur, save where complying with this provision would cause the Supplier and/or its Personnel to commit an offence under the Proceeds of Crime Act 2002 or the Terrorism Act 2000.
- 22.3 If the Supplier and/or the Supplier's Personnel commit Fraud, then without prejudice to the Authority's other rights or remedies:
- 22.3.1 the Authority shall be entitled to terminate this Contract by serving on the Supplier notice in writing with effect from the date specified in that notice; and
- 22.3.2 the Supplier shall on demand indemnify the Authority and keep it indemnified and hold it harmless from and against all Losses which the Authority may suffer or incur as a result of or in connection with any breach of Clause 22.

23. DISCRIMINATION

- 23.1 In providing the Services the Supplier shall comply with the Equality Act 2010 and all applicable amendments, regulations and codes of practice or any future or other legislation which concerns discrimination in employment and service delivery (the **Equalities Provisions**).
- 23.2 The Supplier shall take all reasonable steps to procure the observance of the Equalities Provisions by its Personnel engaged in the provision of the Services.

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- 23.3 The Supplier shall provide such information as the Authority may reasonably require for the purpose of assessing the Supplier's compliance with Clause 23.1 and Clause 23.2.
- 23.4 The Supplier shall notify the Authority immediately in writing upon becoming aware of any investigation or legal proceedings brought against the Supplier and/or its Personnel (involved in the provision of the Services) under the Equalities Provisions.
- 23.5 In the event of any finding of unlawful discrimination being made against the Supplier and/or its Personnel under the Equalities Provisions, whether such event happened before the Commencement Date or during the Contract Period, the Supplier shall immediately inform the Authority of this finding and shall (but, in the event of an appeal, only after the final and unsuccessful outcome of the appellate process) take appropriate steps to the reasonable satisfaction of the Authority to prevent repetition of the unlawful discrimination.
- 23.6 In the event of repeated findings of unlawful discrimination against the Supplier during the Contract Period (whether arising from the same or different acts or omissions, and regardless of any steps it has taken in accordance with Clause 23.5 above) the Authority shall, without prejudice to its other rights and remedies, be entitled to terminate this Contract by serving notice in writing on the Supplier with effect from the date specified in that notice.
- 23.7 If requested to do so by the Authority, the Supplier shall, and shall procure its Personnel shall, at its own expense, fully co-operate with the Authority in connection with any investigation, legal proceedings, ombudsman inquiries or arbitration in which the Authority may become involved arising from any breach of the Authority's duties under the Equalities Provisions due to the alleged acts or omissions of the Supplier and/or its Personnel.

24. **CHANGE IN LAW**

- 24.1 Subject to Clause 25.2, the Supplier shall neither be relieved of its obligations to supply the Services in accordance with this Contract nor be entitled to an increase in the payments due under this Contract as a result of a change in Law.
- 24.2 Any change to either Party's obligations resulting from a change in Law shall be implemented in accordance with the Change Control Procedure.

25. **INTELLECTUAL PROPERTY**

- 25.1 Except as expressly set out in this Contract:
- 25.1.1 the Authority shall not acquire any right, title or interest in or to the Intellectual Property Rights of the Supplier or its licensors, including:
- (a) Supplier Assets; and
 - (b) Supplier Background IPR.
- 25.1.2 the Supplier shall not acquire any right, title or interest in or to the Intellectual Property Rights of the Authority or its licensors, including:
- (a) Authority Materials; and
 - (b) Authority Background IPR.

26. LICENCES GRANTED BY SUPPLIER

26.1 The Supplier hereby grants to the Authority, or shall procure the direct grant to the Authority of, a royalty free, irrevocable, transferable, non-exclusive licence to use the:

26.1.1 Supplier Assets; and

26.1.2 Supplier Background IPR,

for any purpose relating to the Services or the Replacement Services.

26.2 The licence granted in Clause 26.1 includes the right for the Authority to grant sub-licences to other bodies of the Crown, to the Replacement Supplier(s) and to any Other Supplier, provided in each case that the sub-licence is on terms no broader than the licence granted to the Authority.

26.3 The licence granted in Clause 26.1 shall remain in force for the Contract Period provided that if any Supplier Background IPR is embedded in or an integral part of any of the Deliverables, the licence granted shall be a royalty free, irrevocable, sub-licensable, transferable, non-exclusive, perpetual licence for the Authority and its sub-licensees to enjoy the full benefit of the relevant Deliverables.

27. LICENCES GRANTED BY THE AUTHORITY

27.1 The Authority hereby grants to the Supplier a royalty-free, revocable, non-transferable, non-exclusive licence during the Contract Period to use the:

27.1.1 Deliverables;

27.1.2 Authority Materials; and

27.1.3 Authority Background IPR,

solely to the extent necessary for performing the Services in accordance with this Contract.

27.2 The licence granted in Clause 27.1 includes the right for the Supplier to grant sub-licences to its Sub-contractors only on the same terms provided that:

27.2.1 the sub-licences shall not be capable of being further sub-licensed by the Sub-contractors;

27.2.2 any relevant Sub-contractor has entered into a confidentiality undertaking with the Supplier on the same terms as set out in Clause 32; and

27.2.3 the sub-licence is granted solely to the extent necessary for performing the Services in accordance with this Contract.

27.3 The licence referred to in Clause 27.1 and any sub-licence granted pursuant to Clause 27.2 shall terminate automatically at the end of the Contract Period (or, if earlier, on written notice to the Supplier from the Authority) and the Supplier shall promptly thereupon deliver to the Authority (or, if the Authority so elects in relation to some or all of the material destroy and certify that it has done so) in the format and media requested, all the materials and all copies thereof licensed by the Authority to the Supplier pursuant to Clause 27.1 or by the Supplier to its Sub-contractor(s) pursuant to Clause 27.2 (as the case may be) in the Supplier's or any Sub-contractor's respective possession or control.

28. ASSIGNMENT OF THE DELIVERABLES

- 28.1 The Supplier hereby assigns to the Authority, with full title guarantee, title to and all rights and interests in the Deliverables or shall procure that the first owner of the Deliverables assigns them to the Authority on the same basis.
- 28.2 The assignment under Clause 28.1 shall take effect on the Commencement Date or as a present assignment of future rights that will take effect immediately on the coming into existence of the relevant Deliverables, as applicable.
- 28.3 The Supplier shall waive or procure a waiver of any moral rights in any copyright works assigned to the Authority under this Contract.
- 28.4 If requested to do so by the Authority, the Supplier shall without charge to the Authority execute all documents and do such further acts as the Authority may require to perfect the assignment under Clause 28.1 or shall procure that the first owner of the Deliverables does so on the same basis.
- 28.5 Where the Supplier acquires, by operation of law, title to the Deliverables that is inconsistent with the allocation of title set out in Clause 28.1, it shall assign such Deliverables as it has acquired to the Authority in accordance with this Clause 28.5 or, where relevant, shall procure that the first owner of the Deliverables does so on the same basis.

29. IPR INDEMNITY

- 29.1 The Supplier shall not infringe any Intellectual Property Rights of any third party in supplying the Services (including any Deliverables and/or other materials licensed or supplied to the Authority or Indemnified Persons (whether directly or indirectly)) and shall indemnify the Authority and the Indemnified Persons and keep each indemnified and hold each harmless from and against all Losses which the Authority and Indemnified Persons may suffer or incur as a result of or in connection with any breach of this Clause 29.1.
- 29.2 The Authority shall, and shall use its reasonable endeavours to procure the Indemnified Persons shall, notify the Supplier in writing of any claim or demand brought against it for infringement or alleged infringement of any Intellectual Property Right in materials supplied or licensed by the Supplier.
- 29.3 Save where the Authority has given written notice in accordance with Clause 39.1 (in which case the provisions of Clause 39 shall apply instead of this Clause 29.3 and Clauses 29.4 and 29.5) the Supplier shall at its own expense conduct all negotiations and any litigation arising in connection with any claim for breach of Intellectual Property Rights in materials supplied or licensed by the Supplier, provided always that the Supplier shall:
- 29.3.1 consult the Authority and any Indemnified Persons on all substantive issues which arise during the conduct of such litigation and negotiations;
 - 29.3.2 take due and proper account of the interests of the Authority and Indemnified Persons; and
 - 29.3.3 not settle or compromise any claim without the Authority's Approval (not to be unreasonably withheld or delayed).
- 29.4 The Authority shall, and shall use its reasonable endeavours to procure the Indemnified Persons shall, at the request of the Supplier, afford to the Supplier all reasonable assistance for the purpose of contesting any claim or demand made or action brought against the Authority, Supplier or Indemnified Persons by a third party for infringement or alleged infringement of any third party Intellectual Property Rights in connection with

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the performance of the Supplier's obligations under this Contract and the Supplier shall on demand indemnify the Authority and the Indemnified Persons and keep each indemnified and hold each harmless from and against all Losses which the Authority and Indemnified Persons may suffer or incur in doing so.

29.5 The Authority shall not, and shall use its reasonable endeavours to procure the Indemnified Persons shall not, make any admissions which may be prejudicial to the defence or settlement of any claim, demand or action for infringement or alleged infringement of any Intellectual Property Right by the Authority, Indemnified Persons or the Supplier in materials supplied or licensed by the Supplier under this Contract.

29.6 If a claim, demand or action for infringement or alleged infringement of any Intellectual Property Right in materials supplied or licensed by the Supplier is made in connection with this Contract or in the reasonable opinion of the Supplier is likely to be made, the Supplier shall immediately notify the Authority and Indemnified Persons and, at its own expense and subject to the Approval of the Authority (not to be unreasonably withheld or delayed), use its best endeavours to:

29.6.1 modify any or all of the Services (which for the purposes of this Clause 29.6 shall include any Deliverables and/or other materials licensed or supplied to the Authority or Indemnified Persons (whether directly or indirectly)) without reducing the performance or functionality of the same, or substitute alternative Services of equivalent performance and functionality, so as to avoid the infringement or the alleged infringement, provided that the provisions herein shall apply mutatis mutandis to such modified Services or to the substitute Services; or

29.6.2 procure a licence to use and supply the Services, which are the subject of the alleged infringement, on terms which are acceptable to the Authority;

and in the event that the Supplier is unable to comply with Clauses 29.6.1 or 29.6.2 within twenty (20) Working Days of receipt of the Supplier's notice the Authority shall, without prejudice to its other rights and remedies, be entitled to terminate this Contract by notice in writing to the Supplier with effect from the date specified in that notice.

30. **AUTHORITY ASSETS**

30.1 The Supplier shall, and shall procure its Personnel shall, comply with the requirements of Schedule 12.

30.2 The Supplier shall not delete or remove any proprietary notices contained within or relating to the Authority Materials and Deliverables.

30.3 To the extent that Authority Materials and/or Deliverables are held and/or processed by the Supplier or any of its Personnel on its behalf, the Supplier shall (and shall procure that its Personnel shall):

30.3.1 preserve the integrity and maintain in good order and condition the Authority Materials and Deliverables and shall prevent the corruption, loss or damage of or to Authority Materials and Deliverables including any copy thereof;

30.3.2 promptly return the Authority Materials and Deliverables (and all copies thereof) to the Authority upon its request at no additional cost and in the format and on the media requested by the Authority from time to time (save, in respect of the return of Personal Data, where the Supplier is required to store such Personal Data by Law);

- 30.3.3 destroy, and procure its Sub-contractors destroy, all Authority Materials and/or Deliverables upon the earlier of:
- (a) the expiry of the applicable Retention Period; and
 - (b) the written request of the Authority,
- (save, in respect of the destruction of Personal Data, where the Supplier is required to store such Personal Data by Law) and following the destruction of such Authority Materials and/or Deliverables, certify that it has done so (including providing any disposal certificates which may be required under Schedule 12);
- 30.3.4 without prejudice to any other rights or remedies the Authority may have, permit the Authority and its respective agents to enter upon the Supplier Premises and/or the Accommodation during normal business hours on reasonable notice to remove the Authority Materials and/or Deliverables; and
- 30.3.5 at the request of the Authority, store such items separately and ensure that they are clearly identifiable as belonging to the Authority.
- 30.4 Authority Materials shall be deemed to be in good condition when received by or on behalf of the Supplier unless the Supplier notifies the Authority in writing within five (5) Working Days of receipt.
- 30.5 In the event that through any Default of the Supplier and/or its Personnel, Authority Data is either lost, corrupted, degraded or damaged, the Supplier shall on demand indemnify the Authority and keep it indemnified and hold it harmless from and against all Losses which the Authority may suffer or incur as a result of or in connection with any such Default.
- 31. PROTECTION OF PERSONAL DATA**
- 31.1 The Parties acknowledge that the factual arrangement between them dictates the role of each Party in respect of the Data Protection Legislation. With respect to the Parties' rights and obligations under this Contract, the Parties agree that the Authority is the Data Controller and the Supplier is the Data Processor with respect of the Supplier's Processing of the Authority Data. A detailed description of the data Processing activities, including the Personal Data concerned, is set out in Schedule 18. Each of the Parties acknowledges and agrees that Schedule 18 is an accurate description of the data Processing activities.
- 31.2 The Supplier shall:
- 31.2.1 at all times comply with the requirements of the Data Protection Legislation and shall take such steps as are requested by the Authority to enable the Authority to comply with its obligations under Data Protection Legislation, including by providing such assistance to the Authority as is contemplated by Article 28(3)(e) and (f) (Processor) of the UK GDPR and entering into such further agreements as are necessary to enable the Authority to comply with its obligations under Data Protection Legislation;
 - 31.2.2 ensure that at all times it has in place appropriate technical and organisational measures to:
 - (a) ensure the security, integrity and confidentiality of the Authority Data; and
 - (b) to guard against unauthorised or unlawful Processing of the Authority Data and against accidental loss or destruction of, or

damage to, the Authority Data (including accidental loss, damage or destruction of the Personal Data) and such measures shall, at a minimum, meet the requirements of Data Protection Legislation (including the requirements of Article 32 (Security of processing) of the UK GDPR);

- 31.2.3 without prejudice to 31.2.2, comply with the provisions of Schedule 12 and ensure that any technical and organisational measures are to a standard no less than that set out in that Schedule 12;
- 31.2.4 promptly, and in any event within two (2) Working Days, provide the Authority such information as the Authority may reasonably request to satisfy itself that the Supplier is complying with its obligations under this Contract and the Data Protection Legislation;
- 31.2.5 comply with any notification requirements under the Data Protection Legislation;
- 31.2.6 in the event of any change in Data Protection Legislation subsequent to the Commencement Date take such steps (including agreeing to additional obligations and/or executing additional documents) as may be requested by the Authority to ensure that the Processing by the Supplier of Authority Data complies with Data Protection Legislation;
- 31.2.7 immediately notify the Authority in writing:
 - (a) of any unlawful or unauthorised Processing of any Authority Data or if any Authority Data is disclosed in breach of this Contract and/or any breach of the security measures to be put in place under this Contract or if any Personal Data is lost or stolen, and shall provide such assistance in relation to each of the foregoing as is requested by the Authority;
 - (b) if in the Supplier's opinion, the Supplier's compliance with Clause 31.2.10 would breach a requirement of applicable Law (including Data Protection Legislation); and
 - (c) if in the Supplier's opinion, an instruction from the Authority breaches a requirement of applicable Law (including Data Protection Legislation).
- 31.2.8 ensure that it does not knowingly or negligently do or omit to do anything which places the Authority in breach of its obligations under the Data Protection Legislation;
- 31.2.9 Process the Authority Data only in accordance with instructions from the Authority (which may be specific instructions or instructions of a general nature as set out in this Contract or as otherwise notified in writing by the Authority to the Supplier during the Contract Period) unless required to do otherwise by Law;
- 31.2.10 Subject to Clause 31.2.9, Process the Authority Data only to the extent, and in such manner, as is necessary for the provision of the Services and as described in Schedule 18;
- 31.2.11 ensure that access to the Authority Data is strictly limited to those of its Personnel who reasonably require access to the Authority Data in order to meet the Supplier's obligations under this Contract;

- 31.2.12 take all reasonable steps to ensure the reliability of any Supplier's Personnel who have access to the Authority Data and ensure that the Supplier's Personnel:
- (a) are informed of the confidential nature of the Authority Data, have entered into appropriate contractually-binding confidentiality undertakings and comply with the Supplier's obligations set out in this Clause 31 and otherwise under this Contract;
 - (b) are aware of the confidential nature of the Authority Data and do not publish, disclose or divulge any of the Authority Data to any third party unless directed in writing to do so by the Authority; and
 - (c) have undergone adequate training in the use, care, protection and handling of Authority Data, including any training set out in Schedule 12;
- 31.2.13 notify the Authority within five (5) Working Days if it receives:
- (a) a request from a Data Subject (or a third party on their behalf) to have access to that person's Personal Data and shall not disclose any Authority Data in response to such Data Subject request without the Authority's prior written consent;
 - (b) a complaint or request relating to the Authority's obligations under the Data Protection Legislation; or
 - (c) any communication from the Information Commissioner or any other regulatory authority in connection with the obligations of the Authority in relation to Data Protection Legislation;
- 31.2.14 provide the Authority with full co-operation and assistance within reasonable time scales in relation to any complaint made or requests received in relation to Authority Data, including by promptly, and in any event within two (2) Working Days, providing:
- (a) the Authority with full details of the complaint or request;
 - (b) such assistance and information as is reasonably requested to enable the Authority to comply with the request or complaint within the relevant timescales set out in the Data Protection Legislation and in accordance with the Authority's instructions; and
 - (c) the Authority with any Authority Data it holds in relation to a Data Subject;
- 31.2.15 provide, within a reasonable timescale, a written description of the technical and organisational methods employed by the Supplier for the purpose of compliance with its obligations under this Clause 31 and provide to the Authority copies of all documentation relevant to such compliance including protocols, procedures, guidance, training and materials; and
- 31.2.16 not Process Authority Data outside of the United Kingdom without the Approval of the Authority and if the Authority approves to a transfer:
- (a) comply with any reasonable instructions notified to it by the Authority;
 - (b) at the request of the Authority, enter into or procure the recipient of the Authority Data enters into such data transfer agreement as may

be required by the Authority which may include any data transfer agreement which is approved or recognised by a data protection regulator; and

- (c) take such other steps as are required by the Authority to enable the Processing of Authority Data outside the United Kingdom (and if the Authority approves to the Processing of Authority Data within the European Economic Area, then outside of that area) to take place in accordance with Data Protection Legislation.

- 31.3 The Supplier shall not Sub-contract the Processing of Personal Data without the Approval of the Authority (such Approval not to be unreasonably withheld or delayed). In the event that the Authority gives its Approval to the appointment of a sub-processor, the Supplier shall ensure that, prior to any Processing of Personal Data by the sub-processor, the Supplier enters into an agreement with the sub-processor on terms that provide no less protection for Personal Data than those set out in this Clause 31. The Authority may subsequently withdraw its consent to the engagement of a sub-processor where it has reasonable grounds for doing so (including where the Authority has concerns over the ability of the sub-processor to Process the Personal Data in the manner contemplated by this Clause 31) and in such circumstances the Supplier shall cease to use the sub-processor to Process Personal Data. The Supplier shall remain fully responsible for the acts and omissions of any sub-processor appointed in accordance with this Clause 31.3 and the acts and omissions of those employed or engaged by the sub-processor as if they were its own.
- 31.4 Without prejudice to the Authority's rights under Clause 14, the Supplier shall provide the Authority with all information requested by the Authority to enable the Authority to verify the Supplier's and each sub-processor's compliance with this Clause 31 including the Authority being entitled to inspect, test and audit or appoint any Auditors to inspect, test and audit all facilities, premises, equipment, systems, documents and electronic data relating to the Processing of Personal Data by or behalf of the Supplier. The Supplier shall provide (and shall procure that each sub-processor provides) full cooperation and assistance in relation to each inspection, test and audit.
- 31.5 Without prejudice to the Authority's other rights and remedies, in the event that the Authority or the Auditors identify any non-compliance with this Clause 31, the Supplier shall:
- 31.5.1 remedy the non-compliance and shall take such steps as the Authority reasonably requests for this purpose; and
 - 31.5.2 pay the Authority on demand the reasonable costs incurred by the Authority and any Auditor undertaking the audit.
- 31.6 The Supplier shall at all times on demand indemnify the Authority and keep it indemnified and hold it harmless from and against all Losses which the Authority may suffer or incur as a result of or in connection with any breach of this Clause 31.
- 31.7 The provisions of this Clause 31 shall apply during the Contract Period and for so long as the Supplier processes any Authority Data.
- 31.8 In relation to Personal Data processed for Law Enforcement Purposes, the Supplier shall:
- 31.8.1 maintain logs for its processing operations in respect of:
 - a) collection;
 - b) alteration;
 - c) consultation
 - d) disclosure (including transfers)

- e) combination; and
 - f) erasure;
- (together the “Logs”)

31.8.2 ensure that:

- a) the Logs of consultation make it possible to establish the justification for, and date and time of, the consultation; and as far as possible, the identity of the person who consulted the data;
- b) the Logs of disclosure make it possible to establish the justification for, and date and time of, the disclosure; and the identity of the recipients of the data; and
- c) the Logs are made available to the Information Commissioner on request;

31.8.3 use the Logs only to:

- a) verify the lawfulness of Processing;
- b) assist with self-monitoring by the Authority or (as the case may be) the Supplier, including the conduct of internal disciplinary proceedings;
- c) ensure the integrity of Personal Data;
- d) or assist with criminal proceedings;

31.8.4 as far as possible, distinguish between Personal Data based on fact and Personal Data based on personal assessments; and

31.8.5 where relevant and as far as possible, maintain a clear distinction between Personal Data relating to different categories of Data Subject, for example:

- a) persons suspected of having committed or being about to commit a criminal offence;
- b) persons convicted of a criminal offence;
- c) persons who are or maybe victims of a criminal offence; and
- d) witnesses or other persons with information about offences.

32. **CONFIDENTIALITY**

32.1 To the extent that either Party discloses Confidential Information to the other the receiving party shall comply with this Clause 32.

32.2 Except to the extent set out in this Clause 32 or where disclosure is expressly permitted elsewhere in this Contract, the receiving party shall:

32.2.1 treat all Confidential Information belonging to the disclosing party as confidential and safeguard it accordingly; and

32.2.2 not disclose any Confidential Information belonging to the disclosing party to any other person without Approval of the disclosing party.

32.3 Subject to Clause 32.4, the Supplier may only disclose the Confidential Information of the Authority to:

32.3.1 its Personnel who are directly involved in the provision of the Services and need to know such Confidential Information for the provision of the Services;

32.3.2 its auditors;

32.3.3 its professional advisors for the purposes of obtaining advice in relation to this Contract; and

- 32.3.4 an assignee (and its employees, professional advisors, auditors or group companies) of the right to receive the Contract Price (together with other rights) in accordance with Clause 53, for purposes relating to the exercise and enforcement of such right.
- 32.4 Where the Supplier discloses the Confidential Information of the Authority in accordance with Clause 32.3 it shall:
- 32.4.1 ensure that its Personnel shall not use or exploit any of the Confidential Information received from or on behalf of the Authority otherwise than to enable the performance of the Supplier's obligations under this Contract;
- 32.4.2 ensure that its auditors and professional advisors shall not use or exploit any of the Confidential Information received from or on behalf of the Authority otherwise than in respect of providing advice to the Supplier in respect of this Contract;
- 32.4.3 ensure that an assignee of the right to receive the Contract Price (together with other rights) in accordance with Clause 53, and the employees, professional advisors, auditors and group companies of any such assignee, shall not use or exploit any of the Confidential Information received from or on behalf of the Authority otherwise than for purposes relating to the exercise and enforcement of such right;
- 32.4.4 ensure that its Personnel, auditors and professional advisors, and any assignee and the employees, professional advisors, auditors and group companies of any such assignee as are referred to in Clause 32.3.4, are aware of and comply with the Supplier's confidentiality obligations under this Contract; and
- 32.4.5 at the written request of the Authority, procure that its Personnel, auditors and professional advisors and any assignee as is referred to in Clause 32.3.4 that the Authority deems necessary sign a confidentiality undertaking on similar terms to this Contract for the benefit of the Authority prior to commencing any work in accordance with this Contract.
- 32.5 In respect of the Confidential Information of the Authority, the Supplier undertakes:
- 32.5.1 to maintain adequate security arrangements that meet the requirements of Good Industry Practice, including the security arrangements set out in Schedule 12;
- 32.5.2 immediately notify the Authority of any breach of security in relation its Confidential Information obtained in the performance of this Contract and shall:
- (a) keep a record of such breaches;
 - (b) use its best endeavours to recover the Confidential Information however it may have been recorded, which has been lost or corrupted due to any act or omission of the Supplier or its Personnel;
 - (c) co-operate with the Authority in any investigation that the Authority considers necessary to undertake as a result of any breach of security in relation to the Confidential Information; and
 - (d) at its own expense, alter any security systems used in connection with the performance of this Contract at any time during the Contract Period at the request of the Authority if the Authority believes (acting reasonably) the Supplier has failed to comply with this Clause 32.

- 32.6 Where the Supplier discloses Confidential Information of the Authority pursuant to Clause 32.3, it 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.
- 32.7 Clauses 32.2 shall not apply to any Confidential Information received by one party from another to the extent that:
- 32.7.1 it was in the possession of the receiving party, without restriction as to its disclosure, before receiving it from the disclosing party;
 - 32.7.2 such information was obtained from a third party who lawfully acquired it and who is under no obligation of restricting its disclosure;
 - 32.7.3 such information was already in the public domain at the time of disclosure otherwise than by a breach of this Contract; and/or
 - 32.7.4 it is independently developed without access to the other party's Confidential Information.
- 32.8 Nothing in this Contract shall prevent the Authority from disclosing the Supplier's Confidential Information:
- 32.8.1 to its Personnel, its professional advisors and Auditors for any purpose relating to or connected with this Contract;
 - 32.8.2 to any Crown body on the understanding that they shall be entitled to further disclose the Supplier's Confidential Information to other Crown bodies on the basis that the information is confidential and is not to be disclosed to a third party which is not part of the Crown (unless disclosure is required by Law or is permitted under this Contract);
 - 32.8.3 for the purpose of the examination and certification of the accounts of the Authority;
 - 32.8.4 for any examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Authority has used its resources;
 - 32.8.5 to Parliament and Parliamentary Committees or if required by any Parliamentary reporting requirement;
 - 32.8.6 to the extent that the Authority (acting reasonably) deems disclosure necessary in the course of carrying out its public functions; and/or
 - 32.8.7 to a proposed transferee, assignee or novatee of, or successor in title to the Authority.
- 32.9 The receiving party may disclose the Confidential Information of the disclosing party where such Confidential Information must be disclosed pursuant to Law (including any requirements for disclosure under FOIA, Code of Practice on Access to Government Information or the Environmental Information Regulations) provided that, where a party is seeking to disclose Confidential Information of another under this Clause 32.9. it shall, to the extent permitted by Law, notify the original disclosing party of the full circumstances of the required disclosure and shall co-operate with that disclosing party to limit any such disclosure so far as legally possible.
- 32.10 Nothing in this Clause 32 shall prevent a Party from using any techniques, ideas or Know-How gained during the performance of this Contract in the course of its normal

business to the extent that this use does not result in a disclosure of such party's Confidential Information or an infringement of its Intellectual Property Rights.

- 32.11 This Clause 32 shall operate without prejudice to and be read subject to the application of the Official Secrets Acts 1911 to 1989 to any Confidential Information.

33. FREEDOM OF INFORMATION

- 33.1 The Supplier acknowledges that the Authority is subject to the requirements of the Code of Practice on Government Information, FOIA and the Environmental Information Regulations.

- 33.2 The Supplier shall and shall procure that its Personnel shall:

33.2.1 assist and co-operate with the Authority to enable the Authority to comply with its Information disclosure obligations;

33.2.2 transfer to the Authority all Requests for Information that it receives as soon as practicable and in any event within two (2) Working Days of receiving a Request for Information; and

33.2.3 promptly provide and in any event within two (2) Working Days of request, the Authority with a copy of all Information that is relevant to a Request for Information and in its possession, or power in the form that the Authority requires (or such other period as the Authority may specify).

- 33.3 In no event shall the Supplier respond directly to a Request for Information without prior Approval of the Authority.

- 33.4 The Supplier acknowledges that (notwithstanding the provisions of this Clause 33) the Authority may be obliged under FOIA, or the Environmental Information Regulations to disclose information concerning the Supplier and/or the Services (including its Confidential Information and Commercially Sensitive Information):

33.4.1 in certain circumstances without consulting the Supplier; or

33.4.2 following consultation with the Supplier and having taken their views into account,

provided always that where Clause 33.4.1 applies the Authority shall take reasonable steps, where appropriate, to give the Supplier advanced notice, or failing that, to draw the disclosure to the Supplier's attention after any such disclosure.

- 33.5 The Supplier shall ensure that all Information is retained for disclosure and shall permit the Authority and any Auditors to inspect such records as requested from time to time.

34. TRANSPARENCY

- 34.1 Notwithstanding any other term of this Contract, the Supplier hereby gives its consent for the Authority to publish this Contract in its entirety (subject only to redaction of any information that the Authority determines is exempt from disclosure in accordance with the provisions of FOIA) including any agreed Contract Changes.

- 34.2 The Authority may consult with the Supplier to help with its decision regarding any exemptions under Clause 34.1 but the Authority shall have the final decision in its absolute discretion.

- 34.3 The Supplier shall assist and co-operate with the Authority to enable the Authority to publish this Contract.

35. **OFFICIAL SECRETS ACTS 1911 TO 1989, SECTION 182 OF THE FINANCE ACT 1989**

35.1 The Supplier shall comply with and shall ensure that its Personnel comply with the provisions of:

35.1.1 the Official Secrets Acts 1911 to 1989; and

35.1.2 Section 182 of the Finance Act 1989.

35.2 In the event that the Supplier and its Personnel fail to comply with this Clause, without prejudice to its other rights and remedies, the Authority shall be entitled to terminate this Contract by serving notice in writing with effect from the date specified in that notice.

36. **PUBLICITY, MEDIA AND OFFICIAL ENQUIRIES**

36.1 The Supplier shall not make any press announcements or publicise this Contract or any part thereof in any way, except with the prior Approval of the Authority.

36.2 The Supplier shall not have any right to use any of the names, logos or trademarks of the Authority without its Approval.

37. **WARRANTIES, UNDERTAKINGS AND REPRESENTATIONS**

37.1 The Supplier warrants, represents and undertakes to the Authority that:

37.1.1 it has full capacity and authority and all necessary consents (and has and will maintain sufficient working capital) to enter into and perform its obligations under this Contract;

37.1.2 this Contract is executed by a duly authorised representative of the Supplier;

37.1.3 all information, statements, warranties and representations made in the procurement process, including those contained in the Service Solution, and (unless otherwise agreed by the Authority in writing) any other document which resulted in the award to the Supplier of this Contract are true, accurate and not misleading and it shall promptly advise the Authority in writing of any fact, matter or circumstances of which it may become aware which would render any such information, statement, warranty or representation to be false or misleading;

37.1.4 neither it, nor to the best of its knowledge, its Personnel, have:

(a) committed a Prohibited Act or been formally notified that it is subject to an investigation or prosecution which relates to an alleged Prohibited Act;

(b) been listed on any government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or contracts on the grounds of a Prohibited Act; and/or

(c) committed any Fraud.

37.1.5 it has not entered into any agreement with any other person with the aim of preventing tenders being made or as to the fixing or adjusting of the amount of any tender or the conditions on which any tender is made in respect of this Contract;

- 37.1.6 it has not caused or induced any person to enter any such agreement as is referred to in Clause 37.1.5;
- 37.1.7 it has notified the Authority in writing of any Occasions of Tax Non-Compliance and any litigation in which it is involved that is in connection with any Occasion of Tax Non-Compliance;
- 37.1.8 no claim is being asserted and no litigation, arbitration or administrative proceeding is presently in progress or, to the best of its knowledge and belief, pending or threatened against it or any of the Supplier Assets and/or the Accommodation which will or might affect its ability to perform its obligations under this Contract;
- 37.1.9 it is not subject to any contractual obligation, compliance with which will be likely to have an adverse effect on its ability to perform its obligations under this Contract;
- 37.1.10 no proceedings or other steps have been taken and not discharged or dismissed (nor, to the best of its knowledge, are threatened) for the winding up of the Supplier or for its dissolution or for the appointment of a receiver, administrative receiver, liquidator, manager, administrator or similar officer in relation to any of the Suppliers Assets or revenue;
- 37.1.11 in the three (3) years prior to the date of this Contract (or, if the Supplier has been in existence for less than three (3) years, in the whole of such shorter period) it has:
- (a) conducted all financial accounting and reporting activities in compliance in all material respects with the generally accepted accounting principles in England and Wales; and
 - (b) it has not performed any act or made any omission with respect to its financial accounting or reporting which could have an adverse effect on the Supplier's position as an on-going business concern or its ability to fulfil its obligations under this Contract;
- 37.1.12 the Services will be performed in accordance with the standards set out in this Contract;
- 37.1.13 all Personnel employed or engaged by the Supplier for the provision of the Services have been and will continue to be vetted and recruited to a standard that meets or exceeds the terms of this Contract;
- 37.1.14 use of the Deliverables, Supplier Assets and/or Accommodation and the Intellectual Property Rights in them (including Supplier Background IPR) shall not infringe the rights of any third parties;
- 37.1.15 the Deliverables and the Supplier Assets made available by the Supplier will each be materially free of defects and errors including viruses, bugs, malware, spyware and malicious code;
- 37.1.16 the Deliverables will each conform in all material respects to the Service Specification (and, where applicable, any specification set out in the Mobilisation Plan and/or Exit Plan);
- 37.1.17 the Supplier's ICT systems and other systems used in the provision of the Services and including the Caseload Management System will be coded so as to minimise (to the extent reasonably practicable and in accordance with Good Industry Practice) vulnerability to web application attacks of a type

known to the Supplier (or would have been known about by a reasonably competent practitioner in the field);

37.1.18 it uses all up-to-date versions of firewall and anti-virus protection applications in accordance with Good Industry Practice to prevent the introduction into the Supplier's systems and other systems used in the provision of the Services (including the Caseload Management System) of any viruses, containments or any other disabling attacks of any kind through the Supplier's systems or the provision of the Services;

37.1.19 as at the Commencement Date:

- (a) it has not created or permitted to subsist any Encumbrance over any Service Property; and/or
- (b) it has not entered into or agreed to enter into a single transaction or series of transactions (whether related or not and whether voluntary or involuntary) to sell, lease, license, sub-license, transfer or otherwise dispose of any Service Property;

37.1.20 at any time during the Contract Period and the Exit Period:

- (a) it will not create or permit to subsist any Encumbrance over any Service Property; and/or
- (b) it will not enter into or agree to enter into a single transaction or series of transactions (whether related or not and whether voluntary or involuntary) to sell, lease, license, sub-license, transfer or otherwise dispose of any Service Property;

37.1.21 there is no conflict between its charitable objects and its role as Supplier, and there are no grounds on which the documents by which it is incorporated, constituted and governed prevent it from performing the role of Supplier; and

37.1.22 any funding it is in receipt of which constitutes State aid is compliant with the State aid rules, and that it shall act in a manner which remains compliant with State aid rules in respect of the use of such funding for the duration of the Contract Period.

37.2 The Supplier shall promptly notify the Authority in writing if it becomes aware that a warranty, undertaking or representation given by it under this Contract has been breached, is untrue or is misleading or any fact, matter or circumstance of which it may become aware which would render any such information, statement, warranty or representation to be false or misleading if repeated, giving the Authority sufficient detail to enable it to make an accurate assessment of the situation.

37.3 The fact that any provision within this Contract is expressed as a warranty, undertaking or representation shall not preclude any right of termination the Authority may have in respect of breach of that provision by the Supplier.

37.4 The Authority represents and warrants that:

37.4.1 it has full capacity and authority to enter into and to perform this Contract;

37.4.2 this Contract is executed by its duly authorised representative; and

37.4.3 there are no actions, suits or proceedings or regulatory investigations before any court or administrative body or arbitration tribunal pending or, to its knowledge, threatened against it that might affect its ability to perform its obligations under this Contract.

38. LIMITATION OF LIABILITY

38.1 Neither Party excludes or limits liability to the other Party for:

38.1.1 death or personal injury caused by its negligence, or that of its Personnel;

38.1.2 Fraud or fraudulent misrepresentation by it or its Personnel;

38.1.3 any breach of any obligations imposed by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or

38.1.4 any liability to the extent it cannot be limited or excluded by Law.

38.2 The Supplier's liability shall be unlimited in respect of:

38.2.1 the indemnities given under Clauses 7, 9, 17, 20, 21, 22, 29, and 31 and Schedule 11 and Schedule 14 (but not any sums payable pursuant to Paragraph 3 of Part C of Schedule 14, entitled "Redundancy Sums Indemnity"); and

38.2.2 any costs incurred in respect of repairing damage to Accommodation caused by CAS3 Residents in accordance with Paragraph G8 of Schedule 1.

38.3 Subject to Clauses 38.1, 38.2 and 38.5 the Supplier's aggregate liability in any twelve Month period commencing on the Commencement Date or any anniversary of such date in respect of all Losses incurred by the Authority under or in connection with this Contract as a result of Defaults by the Supplier (whether occurring during the Contract Period or after the end of the Contract Period) shall in no event exceed one million pounds (£1,000,000) provided that where any Losses referred to in this Clause 38.3 have been incurred by the Authority as a result of the Supplier's abandonment of this Contract or the Supplier's wilful default, wilful breach of a fundamental term of this Contract or wilful repudiatory breach of this Contract, the Supplier's liability shall be unlimited.

38.4 Subject to Clauses 38.1 and 38.5 and without prejudice to the Authority's obligation to pay the Contract Price and any other amounts properly due from it to the Supplier the Authority's aggregate liability:

38.4.1 arising under Schedule 14, Part A and B (including any Redundancy Costs which may be due under Paragraph 8 of Part A and any sums due under Paragraph 2.1 of Part B of that Schedule 14), whether occurring during the Contract Period or after the end of the Contract Period, shall in no event exceed the sum of £1,000,000;

38.4.2 arising under Schedule 14, Part C (including any Redundancy Sums which may be due under Paragraph 3 of Part C) shall in no event exceed the sum of £500,000; and

38.4.3 in any twelve Month period commencing on the Commencement Date or any anniversary of such date in respect of all other Losses incurred by the Supplier under or in connection with this Contract as a result of Defaults of the Authority (whether occurring during the Contract Period or after the end of the Contract Period) shall in no event exceed the sum of one million pounds (£1,000,000), provided always that any amounts paid by the Authority in accordance with Clauses 38.4.1 and 38.4.2 above shall be separate to and shall not be taken account of when calculating the Authority's liability against this cap.

38.5 Subject to Clause 38.1 and 38.6, neither Party shall be liable to the other Party for:

38.5.1 any indirect, special or consequential Loss; or

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- 38.5.2 any loss of profits, turnover, business opportunities or damage to goodwill (in each case whether direct or indirect).
- 38.6 Subject to Clause 38.3 (except where stated otherwise) and Clause 38.5, the Supplier acknowledges and agrees that the Authority may, amongst other things, recover from the Supplier the following Losses incurred by the Authority to the extent that they arise as a result of a Default by the Supplier:
- 38.6.1 any additional operational and/or administrative costs and expenses incurred by the Authority, including interim operational services and the costs relating to time spent by or on behalf of the Authority in dealing with the consequences of the Default;
- 38.6.2 the additional cost of procuring Replacement Services for the remainder of the Contract Period and/or replacement Deliverables, which shall include both the respective Authority's internal cost of undertaking the procurement process and the costs payable to the Replacement Supplier(s) for the particular Replacement Services and/or replacement Deliverables;
- 38.6.3 any wasted expenditure or charges;
- 38.6.4 any fine or penalty incurred by the Authority pursuant to Law and any costs incurred by the Authority in defending any proceedings which result in such fine or penalty (and this provision shall not be limited by the limits of liability set out in Clause 38.3); and
- 38.6.5 Losses arising from any claim made by a CAS3 Resident against the Authority as a result of any Default by the Supplier, including in respect of the Supplier's failure to carry out repairs to the Accommodation (and this provision shall not be limited by the limits of liability set out in Clause 38.3).
- 38.7 Each Party shall use reasonable endeavours to mitigate any loss or damage suffered or arising out of or in connection with this Contract, including any Losses for which the relevant Party is entitled to bring a claim against the other Party pursuant to the indemnities in this Contract.
- 39. CONDUCT OF CLAIMS**
- 39.1 The Supplier agrees (and shall procure that its Sub-contractors agree) that the Authority has the sole right, on giving written notice to such effect to the Supplier at any time, to control of any proceedings in relation to any Third Party Claim (including any claim by employees of either the Authority or the Supplier), regardless of whether the Supplier (or any Sub-contractor) is also a party to such proceedings.
- 39.2 The Authority agrees that it shall not settle or compromise any Third Party Claim giving rise to losses exceeding £10,000 (ten thousand pounds) for which the Supplier is liable to indemnify or compensate the Authority under this Contract without prior consultation with the Supplier. The Authority shall keep the Supplier reasonably informed as to the progress and status of any such Third Party Claim until such Third Party Claim is settled or withdrawn.
- 39.3 If, in contesting, settling or compromising any Third Party Claim, the Authority takes or fails to take any action which prejudices any entitlement of the Supplier to recover any portion of the claim from any insurer under any insurance policy maintained by the Supplier in accordance with this Contract, the liability of the Supplier to indemnify or compensate the Authority in respect of such claim shall be reduced by such portion.

- 39.4 The Supplier undertakes that:
- 39.4.1 it shall not, without the Approval of the Authority, settle or compromise any claim (whether insured or uninsured) to which the Authority is, or is likely to become, a party;
 - 39.4.2 where a claim relating to this Contract is made against the Supplier and the Authority is not, and is not likely to become, a party to such claim as a defendant, the Supplier shall not settle or compromise any such claim exceeding £10,000 (ten thousand pounds) without prior consultation with the Authority; and
 - 39.4.3 it shall ensure that its Sub-contractors give undertakings identical to those given by the Supplier to the Authority under this Clause 39.
- 39.5 If conduct of a claim is assumed by the Authority pursuant to this Clause 39, the Supplier may recover from the Authority any reasonably incurred Losses which either the Supplier or its insurers incur by reason of the Authority's conduct of the claim and any settlement of the relevant claim or judgment being given if the settlement is made without the Supplier's consent (such consent not to be unreasonably withheld or delayed).
40. **INSURANCE**
- 40.1 The Supplier shall comply, and shall procure its Sub-contractors comply with, the provisions of Schedule 10 in relation to obtaining and maintaining insurance.
41. **CONTRACT PERIOD**
- 41.1 The Contract shall take effect on the Commencement Date and shall expire automatically on the later of:
- 41.1.1 the date which is 23 June 2022;
 - 41.1.2 if the Authority elects to extend the term of the Contract in accordance with Clause 42, the last day of the latest extension period; or
 - 41.1.3 if later, the end of the last Exit Period.
- or such earlier date of termination of this Contract in accordance with the Law or the provisions of this Contract (and such time from the Commencement Date to the Expiry Date shall be the Contract Period).
42. **EXTENSION OF CONTRACT PERIOD**
- 42.1 The Authority may, by giving written notice to the Supplier not less than three (3) Months prior to the Expiry Date extend the term of this Contract for up to two periods of twelve (12) Months each.
- 42.2 The Authority shall be entitled to exercise its right to extend the term of the Contract pursuant to Clause 41.1 provided that an aggregate of such periods does not exceed two (2) years.
- 42.3 The provisions of this Contract will apply throughout any extension period.
43. **PERFORMANCE FAILURES**
- 43.1 The Parties shall at all times comply with the provisions of Schedule 4.

- 43.2 In the event of the Authority's breach of the terms of this Contract (including payment of any Contract Price properly due), the Supplier shall not be entitled suspend the Services (or any part thereof) or terminate this Contract (whether in whole or in part) but shall refer the matter to the Dispute Resolution Procedure.

44. TERMINATION BY THE AUTHORITY

- 44.1 The Authority may terminate this Contract by written notice to the Supplier:

- 44.1.1 for convenience at any time;
- 44.1.2 if a Supplier Termination Event occurs;
- 44.1.3 if a Force Majeure Event endures for a continuous period of more than ninety (90) days;
- 44.1.4 where this Contract should not have been entered into in view of a serious infringement of obligations under Law (including declared by the Court of Justice of the European Union under Article 258 of the Treaty of the Functioning of the EU); and/or
- 44.1.5 if this Contract has to be substantially amended to the extent that the PCR require a new procurement procedure,

and this Contract shall terminate on the date specified in the notice sent by the Authority to the Supplier save that, where the Authority terminates this Contract in accordance with Clause 44.1.1, the Authority shall give the Supplier at least one (1) Month's written notice.

- 44.2 Where the Authority is terminating this Contract under Clause 44.1.2 due to the occurrence of either limb (c) and/or (g) of the definition of Supplier Termination Event, it may rely on a single material Default or a number of Defaults or repeated Defaults (whether of the same or different obligations and regardless of whether such Defaults are cured) which taken together constitute a material Default.
- 44.3 Where the Authority has the right to terminate this Contract, it may prior to or instead of terminating the whole of this Contract, serve notice requiring Partial Termination of this Contract.

45. NOT USED

46. NOT USED

47. PAYMENTS ON TERMINATION

Payments by the Authority

- 47.1 Except in the circumstances described in Clause 47.2, the Authority shall not be liable to make any payment to the Supplier as compensation for termination or expiry of this Contract save in respect of any unpaid Contract Price for Services which have been properly performed prior to the date of termination or any other payment properly due.
- 47.2 Subject to Clauses 38.4 and 47.3 to 47.8 below, where the Authority terminates this Contract for convenience under Clause 44.1.1, the Authority shall reimburse the Supplier in respect of any reasonable sums which would otherwise represent an unavoidable direct loss to the Supplier by reason of the termination of this Contract,

provided that the Supplier takes all reasonable steps to mitigate such loss (the **Termination Payment**).

- 47.3 The value of the Termination Payment shall be reduced or extinguished to the extent that the Supplier and/or any Sub-contractor has already received the financial benefit of any other rights or remedy given under this Contract so that there is no double counting in calculating the relevant payment.
- 47.4 The Authority shall not be liable for any costs associated with Supplier Personnel (whether relating to redundancy, redeployment or otherwise).
- 47.5 Not used
- 47.6 Where the Supplier and/or any Sub-contractor holds insurance, the Authority shall only reimburse the Supplier for those unavoidable direct costs that are not covered by the insurance available.
- 47.7 The Supplier shall submit a fully itemised and costed list of unavoidable direct loss which it is seeking to recover from the Authority under Clause 47.2, with supporting evidence (including details of depreciation and residual value of items), of losses reasonably, necessarily, and actually incurred by the Supplier and/or any Sub-contractor as a result of termination under Clause 44.1.1.
- 47.8 The Supplier may only recover those costs under Clause 47.2 incurred by it directly as a result of the termination of this Contract which:
- 47.8.1 are unavoidable, proven, reasonable, and not capable of recovery;
 - 47.8.2 are incurred under arrangements or agreements that are directly associated with this Contract;
 - 47.8.3 relate directly to the termination of the Services; and
 - 47.8.4 are not associated with repairing or making good any dilapidation of the Accommodation.

Payments by the Supplier

- 47.9 In the event of termination or expiry of this Contract, the Supplier shall:
- 47.9.1 repay to the Authority within thirty (30) days of the date of such termination or expiry all of the Contract Price it has been paid in advance in respect of Services not provided by the Supplier as at the date of expiry or termination; and
 - 47.9.2 where this Contract has been terminated by the Authority as a result of a Supplier Termination Event, pay to the Authority within thirty (30) days of the date of the Authority's invoice any costs and expenses reasonably incurred by the Authority in procuring services to replace the Services (whether or not those replacement services are provided by the Authority or Replacement Supplier(s) provided that the Authority shall take all reasonable steps to mitigate such additional expenditure.

Estimate of the Termination Payment

- 47.10 The Authority may issue a Request for Estimate at any time during the Contract Period provided that no more than 2 Requests for Estimate may be issued in any 6 Month period.

47.11 The Supplier shall within 20 Working Days of receiving the Request for Estimate (or such other timescale agreed between the Parties), provide an accurate written estimate of the Termination Payment that would be payable by the Authority based on a postulated termination date specified in the Request for Estimate (such estimate being the **Termination Estimate**). The Termination Estimate shall:

47.11.1 be based on the relevant amounts in the Financial Response Template;

47.11.2 include:

- (a) details of the mechanism by which the Termination Payment is calculated;
- (b) full particulars of the estimated Termination Payment in respect of each Sub-contract and/or relevant third-party contract and appropriate supporting documentation;
- (c) such other information as the Authority may reasonably require; and
- (d) state the period for which that Termination Estimate remains valid, which shall be not less than 20 Working Days.

47.12 The Supplier acknowledges that issue of a Request for Estimate shall not be construed in any way as to represent an intention by the Authority to terminate this Contract.

47.13 If the Authority issues a Termination Notice to the Supplier within the stated period for which a Termination Estimate remains valid, the Supplier shall use the same mechanism to calculate the Termination Payment as was detailed in the Termination Estimate unless otherwise agreed in writing between the Supplier and the Authority.

48. **SURVIVAL**

48.1 Termination or expiry of this Contract shall not affect the continuing rights, remedies or obligations of the Authority or the Supplier including under Clauses 4, 6, **Error! Reference source not found.** 9, 10, 13, 14, 17, 18, 20, 21, 22, 23, 25, 26, 28, 29, 30, 31, 32, 33, 34, 35, 37, 38, 40, 43, 47, 48, 49, 50, 53, 55, 58, 61, 62 and 63 and without limitation to the foregoing, any other provision of this Contract which expressly or by implication is to be performed or observed notwithstanding termination or expiry shall survive the termination or expiry of this Contract.

49. **NON-SOLICITATION**

49.1 Neither Party shall, directly or indirectly, solicit or procure (otherwise than by general advertising or under TUPE, any employees or contractors (including the Staff) of the other Party who are directly employed or engaged in connection with the provision of the Services while such persons are employed or engaged and for a period of 6 Months thereafter.

49.2 If either Party breaches the clause 49.1, it shall pay the other Party a sum equivalent to 20% of the annual base salary payable by the Party in breach in respect of the first year of person's employment.

The Parties agree that the sum specified in clause 49.2 is a reasonable pre-estimate of the loss and damage which the party not in breach would suffer if there was a breach of clause 49.1

50. **EXIT MANAGEMENT**

- 50.1 The Parties shall comply with the provisions of Schedule 11 and any current Exit Plan in relation to orderly transition of the Services to the Authority and any Replacement Supplier(s).

51. **BUSINESS CONTINUITY AND DISASTER RECOVERY**

- 51.1 The Parties shall comply with the provisions of Schedule 17 and their respective obligations under the BCDR Plan.

52. **FORCE MAJEURE**

- 52.1 Subject to Clause 52.2, neither Party shall be liable to the other Party for any delay in performing, or failure to perform, its obligations under this Contract to the extent that such delay or failure is a result of Force Majeure Event.

- 52.2 Where the Supplier is the Affected Party, it shall:

52.2.1 take all steps in accordance with Good Industry Practice to overcome or minimise the consequences of the Force Majeure Event; and

52.2.2 not be entitled to claim relief under Clause 52.1 to the extent that the consequences of the relevant Force Majeure Event:

(a) are capable of being mitigated by any of the Services including any services to be provided under the BCDR Plan but the Supplier has failed to do so; and/or

(b) should have been foreseen and prevented or avoided by a prudent provider of services similar to the Services, operating to the standards required by this Contract.

- 52.3 Notwithstanding Clause 52.1 each Party shall use all reasonable endeavours to continue to perform its obligations under this Contract for the duration of a Force Majeure Event.

- 52.4 The Authority shall not be obliged to pay any Contract Price or any other payment in respect of any Service(s) which is subject to the Force Majeure Event.

- 52.5 The Supplier shall promptly resume the Services following the expiry of the Force Majeure Event.

- 52.6 If either Party becomes aware of Force Majeure Event which gives rise to, or is likely to give rise to, any failure or delay on its part as described in Clause 52.1 it shall immediately notify the other by the most expeditious method then available and at regular intervals thereafter the Parties shall consult in good faith and use reasonable endeavours to agree appropriate terms to mitigate the effects of the Force Majeure Event and to facilitate the continued performance of this Contract.

- 52.7 The notice given in accordance with Clause 52.6 shall include details of the Force Majeure Event together with evidence of its effects on the obligations of the Affected Party and any action the Affected Party proposes to take to mitigate its effects.

53. **ASSIGNMENT AND NOVATION**

- 53.1 Subject to Clause 18 and Clause 53.2, the Supplier shall not assign, novate or otherwise dispose of or create any trust in relation to any or all of its rights, obligations or liabilities under this Contract without the Approval of the Authority. When seeking the Authority's Approval under this Clause 53.1, the Supplier shall provide the Authority with such

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information as it may reasonably require in order to assess whether the proposed third party recipient of the Supplier's rights and/or obligations under this Contract is acceptable.

- 53.2 The Supplier may assign to a third party (the **Assignee**) its existing and future rights under this Contract to include the right to receive payment of the Contract Price or any part thereof due to the Supplier under this Contract. Any assignment under this Clause 53.2 shall be subject to:

53.2.1 reduction of any sums in respect of which the Authority exercises its right of recovery under Clause 10;

53.2.2 all related rights of the Authority under this Contract in relation to the recovery of sums due but unpaid; and

53.2.3 the Authority receiving notification under Clause 53.3.

- 53.3 In the event that the Supplier assigns the right to receive the Contract Price under Clause 53.2, the Supplier or the Assignee shall notify the Authority in writing of the assignment and the date upon which the assignment becomes effective. The Supplier shall ensure that the Assignee notifies the Authority of the Assignee's contact information and bank account details to which the Authority shall make payment and the Authority shall not be held liable to either the Supplier and/or the Assignee for any delay in making payment as a result of not receiving such information. The provisions of Clause 9 shall continue to apply in all other respects after the assignment and shall not be amended without the Approval of the Authority.

- 53.4 The Authority may assign, novate or otherwise dispose of its rights and obligations under this Contract or any part thereof (including the licences granted at Clause 26) as it sees fit to a third party (**Transferee**) provided:

53.4.1 that any such assignment, novation or other disposal shall not materially increase the burden of the Supplier's obligations under this Contract; and

53.4.2 the Transferee is, in the reasonable opinion of the Authority, of good financial standing to meet the obligations of the Authority under this Contract.

- 53.5 If the rights and obligations of the Authority under this Contract are assigned, novated or otherwise disposed of pursuant to Clause 53.4 to a Transferee which is not a body of the Crown, or if there is a change in the legal status of the Authority such that it ceases to be a body of the Crown:

53.5.1 the Supplier shall have the right to terminate this Contract if the Transferee is subject to an Insolvency Event; and

53.5.2 the Transferee shall only be able to assign, novate or otherwise dispose its rights and obligations under this Contract or any part thereof with the Approval of the Supplier.

- 53.6 Any change in the legal status of the Authority such that it ceases to be a body of the Crown shall not affect the validity of this Contract and any of the rights granted to the Authority and, in such circumstances, this Contract and all rights granted shall bind and inure to the benefit of each successor body.

54. **NOTICES AND COMMUNICATIONS**

- 54.1 Any notice or communication given under or in relation to this Contract shall be "written" or "in writing". Such notice is not valid unless it is made by letter, (signed by or on behalf of the Party giving it) sent by hand, post, or recorded signed for delivery service, or by electronic mail (email) to the address and for the attention of the relevant Party set out

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in Clause 55.3 or to such other address as that Party may have stipulated in accordance with Clause 55.3.

54.2 A notice shall be deemed to have been received:

54.2.1 if delivered personally, at the time of delivery;

54.2.2 in the case of pre-paid first-class post, special or other recorded delivery two (2) Working Days from the date of posting; and

54.2.3 in the case of electronic communication four (4) hours after the time it was sent provided it was sent on a Working Day.

54.3 For the purposes of Clause 54.1, the postal address and email address of each Party shall be:

54.3.1 for the Authority:

The Ministry of Justice

Address: Ministry of Justice, Post Point 8.17, 102 Petty France, London, SW1H 9AJ

For the attention of: [REDACTED]

Tel: [REDACTED]

Email: [REDACTED]

54.3.2 for the Supplier:

MEARS LIMITED, whose registered number is 02519234 and whose registered office is 1390 Montpellier Court, Gloucester Business Park, Brockworth, Gloucester, GL3 4AH

Email: [REDACTED]

54.4 Either Party may change its address for service by serving a notice in accordance with this Clause 54.

55. RELATIONSHIP OF THE PARTIES

55.1 At all times during the Contract Period the Supplier shall be an independent supplier and nothing in this Contract shall be construed as creating a partnership, a contract of employment or a relationship of principal and agent between the Authority and the Supplier and accordingly neither Party shall be authorised to act in the name of, or on behalf of, or otherwise bind the other Party save as expressly permitted by the terms of this Contract.

56. WAIVER

56.1 The rights and remedies provided by this Contract may be waived with written agreement of the Parties in a manner that expressly states that a waiver is intended, and such waiver shall only be operative with regard to the specific circumstances referred to.

56.2 No failure or delay by a Party to exercise any right or remedy provided under this Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single

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or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

57. **SEVERABILITY**

57.1 If any provision of this Contract 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 of this Contract shall continue in full force and effect as if this Contract had been executed with the invalid, illegal or unenforceable provision eliminated.

57.2 In the event of a holding of invalidity so fundamental as to prevent the accomplishment of the purpose of this Contract, the Parties shall immediately commence negotiations in good faith to remedy the invalidity.

58. **REMEDIES CUMULATIVE**

58.1 Except as otherwise expressly provided by this Contract, all remedies available to either Party for breach of this Contract are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not exclude the exercise of any other remedy.

59. **ENTIRE AGREEMENT**

59.1 The Contract constitutes the entire agreement between the Parties relating to the subject matter of this Contract. The Contract supersedes all prior negotiations between the Parties and, except as set out in this Contract, all representations and undertakings made by one Party to the other, whether written or oral provided that this Clause shall not exclude liability in respect of any Fraud or fraudulent misrepresentation.

60. **COUNTERPARTS**

60.1 The Contract may be executed in counterparts, each of which when executed and delivered shall constitute an original but all counterparts together shall constitute one and the same instrument.

61. **THE CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

61.1 Subject to Clause 61.2, no term of this Contract is enforceable under the Contracts (Rights of Third Parties) Act 1999 (**CRTPA**) by a person who is not a Party to this Contract. This Clause 61.1 does not affect any right or remedy of any person which exists or is available otherwise than pursuant to the CRTPA and does not apply to the Crown.

61.2 The provisions of Clause 29 and Paragraph 2.1, 2.6, 3.1 and 3.3 of Part A, Paragraphs 2.1 and 2.3 of Part B and Paragraphs 1.4, 2.3 and 2.8 of Part C of Schedule 14 confer benefits on persons named in such provisions other than the Parties (each such person a **Third Party Beneficiary**) and are intended to be enforceable by Third Party Beneficiaries by virtue of the CRTPA.

61.3 The consent of any Third Party Beneficiary is not necessary for any variation to this Contract (including by way of Change Control Request) or termination of this Contract.

62. **DISPUTE RESOLUTION**

62.1 All disputes under this Contract shall be handled in accordance with this Clause 62. In seeking to resolve a dispute, the Parties shall act in good faith, including providing such documentation as the respective forum of the dispute may reasonably require.

- 62.2 Either Party may refer any dispute it may have with the other arising out of or in connection with this Contract to the Service Management Group for review.
- 62.3 If the dispute cannot be resolved by the Service Management Group pursuant to Clause 62.2 within ten (10) Working Days of it being referred to them, the matter shall be referred to the Relationship Management Group for review.
- 62.4 If the dispute cannot be resolved by the Relationship Management Group within fifteen (15) Working Days of it being referred to them, the dispute shall be referred to mediation pursuant to the procedure set out in Clause 62.5 unless the Parties agree that the dispute is not suitable for resolution by mediation.
- 62.5 The procedure for mediation and consequential provisions relating to mediation are as follows:
- 62.5.1 a neutral adviser or mediator (**Mediator**) shall be chosen by agreement between the Parties or, if they are unable to agree upon a Mediator within ten (10) Working Days after a request by one Party to the other or if the Mediator agreed upon is unable or unwilling to act, either Party shall within ten (10) Working Days from the date of the proposal to appoint a Mediator or within ten (10) Working Days of notice to either Party that he is unable or unwilling to act, apply to the Centre for Effective Dispute Resolution to appoint a Mediator;
- 62.5.2 the Parties shall within ten (10) Working Days of the appointment of the Mediator meet with him in order to agree a programme for the exchange of all relevant information and the structure to be adopted for negotiations to be held. If considered appropriate, the Parties may at any stage seek assistance from the Centre for Effective Dispute Resolution or other mediation provider to provide guidance on a suitable procedure;
- 62.5.3 unless otherwise agreed, all negotiations connected with the dispute and any settlement agreement relating to it shall be conducted in confidence and without prejudice to the rights of the Parties in any future proceedings;
- 62.5.4 if the Parties reach agreement on the resolution of the dispute, the agreement shall be reduced to writing and shall be binding on the Parties once it is signed by their duly authorised representatives;
- 62.5.5 failing agreement, either of the Parties may invite the Mediator to provide a non-binding but informative written opinion. Such an opinion shall be provided on a without prejudice basis and shall not be used in evidence in any proceedings relating to this Contract without the Approval of both Parties; and
- 62.5.6 if the Parties fail to reach agreement in the structured negotiations within sixty (60) Working Days of the Mediator being appointed, or such longer period as may be agreed by the Parties, then any dispute or difference between them may be referred to the courts unless the dispute is referred to arbitration pursuant to the procedures set out in Clause 62.6.
- 62.6 Subject to Clause 62.9, the Parties shall not institute court proceedings until the procedure set out in Clauses 62.2 to 62.5 (inclusive) have been completed save that:
- 62.6.1 the Authority may at any time before court proceedings are commenced, serve a notice on the Supplier requiring the dispute to be referred to and resolved by arbitration in accordance with Clause 62.7;
- 62.6.2 if the Supplier intends to commence court proceedings, it shall serve written notice on the Authority of its intentions and the Authority shall have twenty-one (21) days following receipt of such notice to serve a reply on the Supplier

requiring the dispute to be referred to and resolved by arbitration in accordance with the provisions of Clause 62.7; and

62.6.3 the Supplier may request by notice in writing to the Authority that any dispute be referred and resolved by arbitration in accordance with the provisions of Clause 62.7, to which the Authority may consent as it sees fit.

62.7 In the event that any arbitration proceedings are commenced pursuant to Clause 62.6:

62.7.1 the arbitration shall be governed by the provisions of the Arbitration Act 1996;

62.7.2 the Authority shall give a written notice of arbitration to the Supplier (**Arbitration Notice**) stating:

(a) that the dispute is referred to arbitration; and

(b) providing details of the issues to be resolved;

62.7.3 the London Court of International Arbitration (**LCIA**) procedural rules in force at the date that the dispute was referred to arbitration in accordance with Clause 62.6 shall be applied and are deemed to be incorporated by reference to this Contract and the decision of the arbitrator shall be binding on the Parties in the absence of any material failure to comply with such rules;

62.7.4 the tribunal shall consist of a sole arbitrator to be agreed by the Parties;

62.7.5 if the Parties fail to agree the appointment of the arbitrator within ten (10) days of the Arbitration Notice being issued by the Authority under Clause 62.6 or if the person appointed is unable or unwilling to act, the arbitrator shall be appointed by the LCIA;

62.7.6 the arbitration proceedings shall take place in London and in the English language; and

62.7.7 the arbitration proceedings shall be governed by, and interpreted in accordance with, English law.

62.8 The obligations of the Parties under this Contract shall not cease or be suspended or delayed by the reference of a dispute to mediation (or arbitration) and the Supplier and the Supplier's Personnel shall comply fully with the requirements of this Contract at all times.

62.9 Nothing in this Dispute Resolution Procedure shall prevent the Parties from seeking from any court of the competent jurisdiction an interim order restraining the other Party from doing any act or compelling the other Party to do any act.

63. **GOVERNING LAW**

63.1 Subject to the provisions of Clause 62, the Authority and the Supplier accept the exclusive jurisdiction of the English courts and agree that this Contract and all non-contractual obligations and other matters arising from or connected with it are to be governed and construed according to English Law.

IN WITNESS of which the Contract is duly executed by the Parties on the date which appears at the head of page 1.

SIGNED for and on behalf of the Secretary of
State for Justice

Signature:

Name (block capitals):

Position:

Date:

SIGNED for and on behalf of the **MEARS LIMITED**

Signature:

Name (block capitals):

Position:

Date:

MINISTRY OF JUSTICE

AGREEMENT RELATING TO PROVISION OF COMMUNITY ACCOMMODATION SERVICES
TIER 3 (CAS3)

SCHEDULES 1 – 20

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SCHEDULE 1

COMMUNITY ACCOMMODATION SERVICE – TIER 3: SPECIFICATION

A – Eligibility

Service Output Group	Service
A1	<p>The Supplier shall provide the Services to People on Probation and for the purposes of this Schedule 1 (Specification), People on Probation means:</p> <ol style="list-style-type: none"> 1. adult offenders of all genders who are aged eighteen or above who are referred by a Referrer to the Supplier as a potential recipient of the Services and fall within at least one (1) of the following groups: <ol style="list-style-type: none"> a. individuals who are: <ol style="list-style-type: none"> i. released as homeless from prison, following a custodial sentence ii. move-on as homeless from an Approved Premises; iii. move-on as homeless following a period at a Bail Accommodation and Support Service (BASS) residence. <p>And:</p> <ol style="list-style-type: none"> i. Managed by the providers of probation services. ii. Given their consent to receive a service from the Supplier iii. Signed an Accommodation Compact
A2	<p>The Supplier is required to provide accommodation to all People on Probation that they receive referrals for via the probation regional Homelessness Prevention Team (HPT), subject to Section B of the Schedule.</p>
A3	<p>The Person on Probation will be required to sign an Accommodation Compact, managed by the Authority, before taking up an accommodation place with the Supplier. The Accommodation Compact will set out the responsibilities for the Person on Probation. The Accommodation Compact will set out the responsibilities for the person on probation and shall make it clear that no tenancy rights are created in favour of the Person on Probation.</p>
A4	<p>In performing all of its obligations under this Contract and when applying its discretion, judgment, opinion or making an assessment (or other similar decisions) under this Contract the Supplier shall in all circumstances act reasonably.</p>

B – Referral & Allocation

Service Output Group	Service
B1	<p>For the purposes of this Schedule a referral is a request made by the Authority in any format of its choosing, to the Supplier; however, it must include the following information:</p> <ol style="list-style-type: none"> Confirmation of the Person on Probation's consent to share information (including personal data) with the Supplier; Referrer's details, including name, position and contact details; Community Offender Manager's (COM) details, including name and contact details (if not the Referrer) The Person on Probation's details, including full name, date of birth Risk indicators and behaviours, where relevant, as determined by the COM. For example, risk of harm to staff, or to other people at the property, or to the property. This is not exhaustive list and shall be updated from time to time. Preferred accommodation unit, as identified from the Accommodation List and or area(s) for accommodation to be located in.
B2	<p>The Supplier will only accept referrals from the regional probation HPT for the region where they are delivering a service. Details will be shared during the mobilisation period.</p>
B3	<p>It is the responsibility of the COM, following discussions with the HPT, and Supplier to assess whether a Person on Probation is eligible and suitable for a bed space within a particular accommodation unit, provided by the Supplier. This includes a bed space within an accommodation unit where more than one Person on Probation can reside.</p>
B4	<p>The Supplier shall email its Accommodation List to the probation HPT via email before 17:00 on every Working Day. The Accommodation List shall include details of the Accommodation, broken down by property and set out as a minimum:</p> <ul style="list-style-type: none"> • if the Accommodation is Available Accommodation, Occupied Accommodation or Allocated Accommodation; • If not immediately available, the date when it is expected to be. • the address; • any exclusions (i.e. male only) • suitability for a Person on Probation with disabilities, including (but not exhaustive), hearing or visual impairment, physical disabilities, including wheelchair users. • the type of property (e.g. flat, house, hostel); • information regarding other people living at the property, and; • any further information which may be relevant.

	<p>This list is not exhaustive, and the Authority may request additional information is provided on the Accommodation List at any time. If the Authority requests additional information is added to the Accommodation List, then the Supplier shall ensure that information is added to the Accommodation list within seven (7) Working Days.</p> <p>Where the Authority requests additional information about a specific property the Supplier shall provide the requested information to the Authority within one (1) business day.</p>
B5	<p>The Authority will identify suitable accommodation from the Accommodation List. The Supplier shall use all reasonable endeavours to provide accommodation for a Person on Probation on receipt of a referral for Accommodation from the Authority.</p> <p>Whilst every effort will be made to ensure referrals are made with as much notice period as possible. The Supplier will be expected to provide accommodation at short notice and within a minimum of 12 hours' notice.</p>
B6	The Available Accommodation shall be ready for a Person on Probation to reside in on the date requested by the Referrer.
B7	<p>On acceptance, the Supplier shall provide the Referrer with a document for the Person on Probation that contains the following information, as a minimum;</p> <ul style="list-style-type: none"> • the address of the Accommodation; • details of available travel links and how to reach the Accommodation from the nearest public transport station; and • contact number of the Suppliers personnel that the Person on Probation can contact if required; <p>This should be no longer than one (1) A4 page and in clear, unambiguous terms.</p>
B8	The Supplier must develop collaborative working arrangements with the Authority to ensure that details relating to when People on Probation are to be released, from which custodial establishments and where they intend to reside are shared in advance to enable the Supplier to arrange appropriate accommodation for the day of release.

C – Accommodation

Service Output Group	Service
C1	The Supplier shall source and provide Accommodation in the North West probation region.
C2	The Supplier shall provide Available Accommodation for approximately 77 People on Probation per month. For clarity, the total number of Bed Spaces will increase in the first few months of the Contract due to the aggregate total of new People on Probation entering Accommodation as

	<p>well as the People on Probation already residing in Occupied Accommodation and reduce towards the end of the contract as People on Probation exit and are not replaced.</p> <p>The Suppliers Accommodation List should include enough Accommodation to meet this requirement.</p>																																																																																																																																																																																																																																																										
C3	<p>Block Booking The Accommodation required must be block booked by the Supplier. The following number of bed spaces are required in the following sub-regional locations. The table shows per sub-regional location: Monthly Average number of People on Probation to be accommodated and the Expected number of bed spaces required per month. See below:</p> <table border="1"> <thead> <tr> <th colspan="2">North West Region</th><th colspan="12">Expected number of bed spaces required each month</th></tr> <tr> <th></th><th>Monthly average new entrants</th><th>Jul</th><th>Aug</th><th>Sep</th><th>Oct</th><th>Nov</th><th>Dec</th><th>Jan</th><th>Feb</th><th>Mar</th><th>Apr</th><th>May</th><th>Jun</th></tr> </thead> <tbody> <tr><td>Liverpool</td><td>20</td><td>10</td><td>30</td><td>50</td><td>60</td><td>60</td><td>60</td><td>60</td><td>60</td><td>60</td><td>60</td><td>40</td><td>20</td></tr> <tr><td>Blackpool</td><td>6</td><td>3</td><td>8</td><td>14</td><td>17</td><td>17</td><td>17</td><td>17</td><td>17</td><td>17</td><td>17</td><td>11</td><td>6</td></tr> <tr><td>Preston</td><td>5</td><td>3</td><td>8</td><td>13</td><td>16</td><td>16</td><td>16</td><td>16</td><td>16</td><td>16</td><td>16</td><td>10</td><td>5</td></tr> <tr><td>Lancaster</td><td>5</td><td>3</td><td>8</td><td>13</td><td>16</td><td>16</td><td>16</td><td>16</td><td>16</td><td>16</td><td>16</td><td>10</td><td>5</td></tr> <tr><td>Burnley</td><td>5</td><td>3</td><td>8</td><td>13</td><td>15</td><td>15</td><td>15</td><td>15</td><td>15</td><td>15</td><td>15</td><td>10</td><td>5</td></tr> <tr><td>Warrington</td><td>5</td><td>2</td><td>7</td><td>12</td><td>15</td><td>15</td><td>15</td><td>15</td><td>15</td><td>15</td><td>15</td><td>10</td><td>5</td></tr> <tr><td>Runcorn</td><td>4</td><td>2</td><td>6</td><td>9</td><td>11</td><td>11</td><td>11</td><td>11</td><td>11</td><td>11</td><td>11</td><td>7</td><td>4</td></tr> <tr><td>Crewe</td><td>3</td><td>2</td><td>5</td><td>8</td><td>10</td><td>10</td><td>10</td><td>10</td><td>10</td><td>10</td><td>10</td><td>7</td><td>3</td></tr> <tr><td>Knowsley</td><td>3</td><td>2</td><td>5</td><td>8</td><td>9</td><td>9</td><td>9</td><td>9</td><td>9</td><td>9</td><td>9</td><td>6</td><td>3</td></tr> <tr><td>Blackburn</td><td>3</td><td>1</td><td>4</td><td>7</td><td>9</td><td>9</td><td>9</td><td>9</td><td>9</td><td>9</td><td>9</td><td>6</td><td>3</td></tr> <tr><td>Carlisle</td><td>3</td><td>1</td><td>4</td><td>7</td><td>8</td><td>8</td><td>8</td><td>8</td><td>8</td><td>8</td><td>8</td><td>6</td><td>3</td></tr> <tr><td>Chester</td><td>3</td><td>1</td><td>4</td><td>7</td><td>8</td><td>8</td><td>8</td><td>8</td><td>8</td><td>8</td><td>8</td><td>5</td><td>3</td></tr> <tr><td>Prescot</td><td>2</td><td>1</td><td>3</td><td>5</td><td>6</td><td>6</td><td>6</td><td>6</td><td>6</td><td>6</td><td>6</td><td>4</td><td>2</td></tr> <tr><td>Barrow in Furness</td><td>2</td><td>1</td><td>3</td><td>5</td><td>6</td><td>6</td><td>6</td><td>6</td><td>6</td><td>6</td><td>6</td><td>4</td><td>2</td></tr> <tr><td>St Helen's</td><td>1</td><td>1</td><td>2</td><td>4</td><td>4</td><td>4</td><td>4</td><td>4</td><td>4</td><td>4</td><td>4</td><td>3</td><td>1</td></tr> </tbody> </table>													North West Region		Expected number of bed spaces required each month													Monthly average new entrants	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Liverpool	20	10	30	50	60	60	60	60	60	60	60	40	20	Blackpool	6	3	8	14	17	17	17	17	17	17	17	11	6	Preston	5	3	8	13	16	16	16	16	16	16	16	10	5	Lancaster	5	3	8	13	16	16	16	16	16	16	16	10	5	Burnley	5	3	8	13	15	15	15	15	15	15	15	10	5	Warrington	5	2	7	12	15	15	15	15	15	15	15	10	5	Runcorn	4	2	6	9	11	11	11	11	11	11	11	7	4	Crewe	3	2	5	8	10	10	10	10	10	10	10	7	3	Knowsley	3	2	5	8	9	9	9	9	9	9	9	6	3	Blackburn	3	1	4	7	9	9	9	9	9	9	9	6	3	Carlisle	3	1	4	7	8	8	8	8	8	8	8	6	3	Chester	3	1	4	7	8	8	8	8	8	8	8	5	3	Prescot	2	1	3	5	6	6	6	6	6	6	6	4	2	Barrow in Furness	2	1	3	5	6	6	6	6	6	6	6	4	2	St Helen's	1	1	2	4	4	4	4	4	4	4	4	3	1
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		Wirral	1	1	2	3	4	4	4	4	4	4	4	3	1
		Workington	1	1	2	3	3	3	3	3	3	3	3	2	1
		Other	4	2	6	9	11	11	11	11	11	11	11	7	4
		Total demand	77	38	115	191	230	230	230	230	230	230	230	153	77
	<p>The accommodation provision per sub-regional level, as specified in the table above, is to be reviewed between the Supplier and Authority on a quarterly basis. This may result in changes to accommodation requirements, going forward, per sub-regional area and may increase or decrease according to demand.</p>														
C4	<p>Accommodation shall be available for up to 84 nights per Person on Probation. A Person on Probation shall remain in the same Accommodation throughout the 84 nights.</p> <p>If the Supplier identifies an acceptable reason that the Person on Probation will have to leave the Accommodation early, due to unforeseen circumstances related to the property or surrounding area, it shall immediately inform the COM and HPT and offer a solution including as a minimum suitable, replacement Accommodation which ensures that the Person on Probation is not without Accommodation at any point during their 84 nights.</p>														
C5	<p>If a Person on Probation ceases to reside the Accommodation for any reason the Supplier shall inform the HPT and COM and ensure that the Accommodation is ready for a replacement Person on Probation to reside in within twenty-four (24) hours.</p> <p>In the handover time between the Supplier must complete a check of the property and a written inventory to keep on file. Ensure that all items that are required in accordance with the Schedule are in place for the next Person on Probation. If there are items that are missing and the Supplier suspects this is due to theft, they must inform the police and the COM. Ensure the property is clean and in good repair in accordance with the requirements of the Schedule.</p>														
C6	<p>The Supplier shall provide an induction meeting for a Person on Probation upon arrival at the Accommodation, providing that arrival is before 19:00 on a Working Day. The date and time of the induction meeting shall be agreed with the Referrer in advance and shall include;</p> <ul style="list-style-type: none"> • a full tour of the Accommodation; • keys to the Accommodation, and; • a copy of the Accommodation rules and conditions of residence including regarding Personal Property. <p>For any Person on Probation arriving outside of these hours the Supplier must find an alternative solution to the induction to ensure that the Person on Probation is able to access the Accommodation on their date of release.</p>														

C7	<p>As a minimum, the Accommodation provided shall comply with Decent Home Standards published by the Ministry of Housing, Communities and Local Government (formerly known as Department for Communities and Local Government). https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/7812/138355.pdf</p> <p>Including by undertaking necessary:</p> <ol style="list-style-type: none"> repairs and maintenance to furnishings, including replacements; repairs and maintenance of internal fixings and decoration; repairs and maintenance of the Accommodation or ensuring the landlord or owner of the Accommodation (if that is not the Supplier) does so; and routine maintenance of external fixings and areas, including lawned areas, driveways and public rights of access routes. The Supplier shall ensure that this is completed at a required frequency sufficient to ensure the Accommodation meets or exceeds the standards of the properties in the immediate area. <p>Any gardens at the Accommodation shall be secured by the Supplier by fencing and/or walls, clear of rubbish and there should be no debris that could cause harm including but not limited to broken glass and potential weapons.</p> <p>As a minimum, the Supplier shall ensure that the Accommodation complies with the respective Local Authority housing standards and with the Housing, Health and Safety Rating System published by the Ministry of Housing, Communities and Local Government. https://www.gov.uk/government/publications/housing-health-and-safety-rating-system-guidance-for-Landlords-and-property-related-professionals.</p> <p>The Supplier must ensure:</p> <ul style="list-style-type: none"> Smoke alarms and carbon monoxide alarms must be fitted and tested in accordance with The Smoke and Carbon Monoxide Alarm (England) Regulations 2015.
C8	<p>The Supplier shall ensure that all Accommodation is checked and meets the requirements set out in this Schedule before any Person on Probation resides in the Accommodation. These checks shall be accurately recorded and available upon request of the Authority. The Authority reserves the right to complete its own checks of the Accommodation at any time. These checks will consist of either announced or unannounced visits.</p>
C9	<p>The Supplier shall ensure that the following is provided at each Accommodation property as a minimum and shall be maintained in good condition. The Supplier shall replace any furniture when it fails to meet this standard:</p> <p>The Supplier shall ensure that for each Bed Space there shall be:</p> <ul style="list-style-type: none"> 1 single bed; 1 cupboard and 1 set of drawers for storage of clothing including space for hanging clothes; and

	<p>The Supplier shall ensure that in each Accommodation there is a kitchen and dining area which shall include (in adequate quantities sufficient for the maximum occupancy of the Accommodation plus 1):</p> <ul style="list-style-type: none"> i.Oven and hob; ii.Washing machine; iii.Refrigerator; iv.Appliances including a kettle and toaster; v.set of saucepans and frying pan; vi.set of cutlery settings; vii.dinner set; viii.set of kitchen utensils; ix.set of glasses; x.washing up bowl; xi.set of oven trays; xii.1 dining table and 1 dining chair per Person on Probation; xiii.cooking utensils / equipment (e.g. bread knife / masher); xiv.tea towels; and xv.washing up cloths. xvi.Vacuum cleaner xvii.Iron and Ironing board <p>The Supplier shall ensure that in each Accommodation there is a working television and access to at least terrestrial channels.</p> <p>The Supplier shall ensure that a working toilet, washbasin and bath and/or shower is available in each Accommodation in line with the ratios for shared rented accommodation.</p> <p>The Supplier shall ensure the following disposable items will be issued to the Person on Probation upon arrival at the Accommodation:</p> <ul style="list-style-type: none"> i.Sheets, duvets, duvet cover, pillow; and ii.1 bath towel and 1 hand towel. <p>The Supplier shall ensure the following additional items will be issued to the Person on Probation upon arrival:</p> <ul style="list-style-type: none"> i.1 toiletry pack, including toothbrush, toothpaste, shampoo, soap, flannel and personal hygiene and appropriate sanitary items; ii.welcome food pack containing 24 hours' worth of food (48 hours of food if the Person on Probation arrives on a Friday or ahead of public holidays), including sliced loaf, margarine, milk, cereal, coffee, tea bags and sugar. The Supplier needs to consider whether the Person on Probation has any food allergies or special requirements.
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	<p>Any of the above items which are left in the Accommodation after a Person on Probation ceases to reside in the property and cannot be reused must be disposed of in an environmentally safe manner and compliant with relevant COVID guidance.</p> <p>All rooms in the Accommodation will have flooring (carpet or vinyl), window coverings (curtains or blinds), furniture, furnishings and equipment all of which shall be maintained to a clean, undamaged standard in accordance with the requirements of this Schedule.</p> <p>The Supplier shall procure that:</p> <ul style="list-style-type: none"> • kitchens are clean and safe, free of mould and well ventilated; • doors are intact; • cookers and ovens are clean; • bathrooms are free of mould and mildew and well ventilated; and. • has a separate lockable bedroom for each People on Probation. <p>The Supplier shall ensure that Accommodation complies with all relevant Law in relation to the Accommodation.</p>
C10	<p>The Supplier shall ensure that all new Accommodation shall be procured in line with protocols set out in section C of this Schedule. The Supplier shall obtain the Authority's Approval to new Accommodation before it is used for the Services (with justification given for any refusals). For example, information received by the Authority from the police or local authority. In the event the Supplier cannot deliver the new Accommodation it is the responsibility of the supplier to find alternative new Accommodation.</p>
C11	<p>The Supplier shall ensure that Accommodation shall not be allocated to the Person on Probation where it is aware that planned events may affect the Accommodation, including building works if such events would require People on Probation to be relocated. The Supplier shall repair and maintain the Accommodation to a standard compliant with those for disrepair and maintenance under the Landlord and Tenant Act (1985) and Defective Premises Act (1972) and which shall include:</p> <ol style="list-style-type: none"> arrangements for emergency temporary accommodation as set out in C within this Schedule; and conducting an individual needs assessment on each Person on Probation to identify any individual requirements.
C12	<p>The Supplier shall ensure that each Accommodation is furnished and arranged in compliance with any applicable law, regulation, or guidance concerning COVID-19.</p> <p>The Supplier shall ensure that it has in place all procedures as may be required by any applicable law, regulation, or guidance concerning COVID-19 for each Accommodation and that such procedures are of a satisfactory standard.</p> <p>The Supplier shall manage the Accommodation in compliance with any applicable law, regulation, or guidance concerning COVID-19.</p>
C13	<p><u>Damages</u></p>

	The Supplier is liable for any damages which may occur in the Accommodation that has been caused by a Person(s) on Probation that have been accommodated as part of the contract; the Authority shall not be liable for any damages to the Accommodation, howsoever such damages may have been incurred.
C14	The Supplier should have access to Accommodation suitable for those with additional needs (for example, accessible accommodation for those with disabilities) and provide this where needed, in discussion with the Authority.
C15	Four weeks prior to the expiry of the Person on Probation's placement in the Accommodation, the Supplier shall provide a reminder notice to the Person on Probation, COM and HPT stating the date their placement in the Accommodation is due to expire (a " Departure Reminder "). The Person on Probation shall be entitled to use the Accommodation during the period of the Departure Reminder. The Supplier must inform the Authority when issuing a Departure Reminder.
C16	<u>Move On</u> The Supplier should work with the COM to support the move on arrangements as set out in Section D. This is unless other arrangements are in place which enable a Person on Probation to remain in the property, they are in. This would be under arrangements separate to this Schedule. If the Supplier wishes to follow such options, they must be able to still meet the bed space requirements of this Schedule.
C17	It is the Supplier's responsibility to ensure the Person on Probation leaves the property on or before the 85 th night.
C18	The Supplier shall offer a range of Accommodation -including properties with one (1) Bed Space in self-contained units up to properties with a maximum four (4) Bed Spaces. Each Accommodation unit shall be dedicated to single gender usage (i.e. men or women or transgender (as required)). A minimum of 10% of total Bed Spaces must be kept exclusively for females on probation, subject to the approval of the Authority, which may include changing the gender usage depending on demand. The location of the female units to be determined in discussion with the Authority. Female accommodation units should be 1 or 2 bed spaces. For transgender individuals the Authority will liaise with the Supplier in order for their Accommodation to be managed on an individual basis. A minimum of 50% of bed spaces to be in single unit self-contained accommodation. The accommodation units will be for the sole use of People on Probation eligible under this Schedule. The Supplier will need to be mindful of the number of People on Probation in the same road/area and ensure that there is not a high density. For the purposes of these services, high density will be defined as 10 or more individuals in one locality.
C19	<u>Personal property</u>

	<p>All the terms regarding personal property in accommodation during a Person on Probation's stay and afterwards, must be explained on induction and clearly recorded. A disclaimer form should be discussed and signed by the Person on Probation acknowledging this. A copy of the signed disclaimer should then be placed in the Person on Probation's file for future reference.</p> <p><u>Property Following Departure</u></p> <p>On planned departure, a Person on Probation should take all of their personal items with them. The Supplier accepts no responsibility for anything left at the premises by the occupant at the end of the term of residence and the Person on Probation agrees that the Supplier may dispose of them in any way they see fit.</p> <p>There may be unplanned departures when a Person on Probation is unable to take all their property with them for a variety of reasons. If they have left at short notice (e.g. has been recalled to prison), and where it is apparent that the goods involved are of apparent significant monetary or sentimental value, consideration may on occasion, and where space permits, be given to retaining the items for up to 7 days. The Supplier must attempt to contact the Person on Probation or with next of kin and where appropriate the COM in attempting to return such property. In such circumstances, an inventory must be taken of all the belongings indicating, where possible, the value of them. The member of staff involved should sign the inventory.</p>
C20	<p>Where any Bed Space is permanently or temporarily below the standards set out in Section C of this Schedule the Supplier shall temporarily withdraw the Bed Space(s) from use and shall, at its cost, address the issues. If the property may be unavailable for a period of more than seven (7) calendar days, regardless of the cause, a written plan must be produced by the Supplier and sent to the Authority within the 7 days of the bed space(s) being out of use for its approval that clearly sets out:</p> <ul style="list-style-type: none"> i. why the Bed Space(s) are not ready for use; ii. the date the Bed Space(s) are expected to be brought back into use; iii. details of the required works the Supplier is organising to bring the Bed Space(s) back into use; <p>The Authority will consider the plan and will not withhold Approval unless the plan is incomplete, inaccurate or is wrongly categorised and the time approved by the Authority will become the agreed repair time. The Authority will reserve the right to visit the Bed Space(s) and verify the plan.</p> <p>The Supplier must ensure that any Bed Space(s) that are out of use does not impact on the ability of the Supplier to meet the accommodation demand requirements as set out in the Schedule.</p>

D – Support

Service Output Group	Service

D1	The Supplier shall provide Support to a Person on Probation residing in the Accommodation. The Support provided by the Supplier must include contact at least once per week.
D2	The Supplier shall keep clear, accurate records of the Support delivered and provide feedback to the Person on Probation's COM following every contact (through scheduled Support or other contact) with the Person on Probation via email and within 24hrs, unless there is a need for the notification to be sooner, in accordance with the Schedule.
D3	<p>The focus of the Support is to help the Person on Probation maintain their Temporary Accommodation and support the COM in their work to assist the Person on Probation to move on to Settled Accommodation.</p> <p>In terms of assisting People on Probation maintain their temporary accommodation activities must include, but are not exhaustive:</p> <ul style="list-style-type: none"> • A minimum of fortnightly home visits to the Accommodation to check how the Person on Probation is getting on in taking care of the property and confirming the Person on Probation is still residing in the Accommodation and is using it to its intended purpose (single occupancy accommodation). • Ensuring all utilities are in working order and the Person on Probation is able to use these. This should include budgeting advice for essentials (electricity etc.). • Ensuring the Person on Probation is taking appropriate steps to ensure their own safety in the property (closing windows, locking doors etc.). • Communicating weekly with the Person on Probation's COM, including clearly outlining any concerns regarding maintenance of accommodation or regarding contact with the Person on Probation, including escalating any safeguarding or risk concerns to the COM • The COM should be informed at the earliest possible opportunity of any issues that may cause the Supplier to wish to withdraw the accommodation from a Person on Probation. • Assistance with specific housing related support needs as identified by the COM. • To prepare the Person on Probation to manage the Accommodation without further support. • Identifying further areas of support that may be needed. • Ability to work with People on Probation from a range of backgrounds including (but not exhaustive) female, those with disabilities, where English is not their first language. <p>Support with move on to settled accommodation activities must include:</p> <ul style="list-style-type: none"> • Discussion and agreement with the COM as to what activities to undertake. <p>This could include, but is not exhaustive:</p> <ul style="list-style-type: none"> • Involvement in discussions regarding move on options with the Person on Probation. • Accompanying a Person on Probation to visit a potential settled accommodation placement. • Liaison with other staff/services involved in securing settled accommodation. • Help setting up a bank account, support making a benefit claim.

	<ul style="list-style-type: none"> To provide an accommodation reference to the Person on Probation to use with future Landlords.
D4	Upon written request of the Authority, the Supplier shall contribute and provide relevant input to case reports, incident reports and contribute or participate in multi-agency meetings. For example, a Person on Probation with high needs.
D5	Decisions regarding withdrawing a Person on Probation from a Bed Space should be made by the Authority after consultation with the Supplier. This will happen if they assess that the risks/ behaviour cannot be managed safely in the Bed pace. It may also occur if the Person on Probation is not adhering to the requirements in the Accommodation Compact.

E - Communication and Marketing

Service Output group	Service
E1	<p>Media enquiries and communication:</p> <p>The Supplier shall refer any and all communication as part of their proactive community engagement, media enquiries and press releases to the Authority for Approval prior to release.</p> <p>The contact for the handling of media enquiries are:</p> <ol style="list-style-type: none"> Contract Manager (details TBC) Ministry of Justice Press Office:020 3334 3506 Supplier:

F - Management Information

Service Output group	Service
F1	<p>The Supplier shall provide to the Authority Management Information in accordance with this section F of the Schedule, and where otherwise requested by the Authority from time to time, promptly, and in event within two (2) Working Days of request. This shall commence from service go live.</p> <p>The Authority may make reasonable changes to the format and frequency in which the Management Information must be provided at any time by giving the Supplier one (1) months' notice.</p>
F2	<p>As part of the Contract award the Authority wishes to work with the successful Supplier(s) to agree the data which will be collected. The information will be used to support monitoring and evaluation purposes. These include, but are not limited to the following as a minimum;</p> <ul style="list-style-type: none"> • Bed spaces, including the total number secured, and if the Accommodation is Available Accommodation, Occupied Accommodation or Allocated Accommodation. This should be separately detailed for women and People on Probation with disabilities. If not immediately available, the date when it is expected to be. • an overview of all referrals received and their status, this includes, date received, date responded to, number of referrals received per week/month/total, any that are pending; • People on Probation case level details (all which the Supplier has access to) to include: Protected Characteristics: age, ethnicity, gender and/or disability status; • an overview of People on Probation in Accommodation, including the Accommodation type they are in, the arrival date and departure date; • the Referrer; • details of any complaints received, their status and action taken, and; • details of all Reportable Incidents and Major Incidents, including date and time they took place, were realised and were reported. • Number of Support worker sessions completed, per week/ month/ total • The number of People on Probation who have been accommodated per week/ month/ total. The numbers that have left per week/month/total.
F3	<p>Management Information shall be delivered to the Authority via secure email on a monthly basis no later than 17:00 on the 5th business day of the calendar month for the preceding month.</p>

G – Feedback from People on Probation

Service Output group	Service
G1	The Supplier shall have arrangements in place to obtain feedback from Service Users on the delivery of services that affect them and to use this to improve the service that they provide. As a minimum this should be undertaken bi-annually.

H – Incidents

Service Output group	Service
H1	<p>The Supplier shall ensure that the COM and HPT shall be consulted and informed of all concerns, in respect of a Person on Probation immediately (in conjunction with any others that need to be informed) upon becoming aware of the same by phone or if unavailable by email.</p> <p>The Supplier shall report to the police any offence or suspicions that the Person on Probation may be engaged in criminal activity. The Supplier must contact other emergency services, if they become aware of circumstances which require this.</p>
H2	<p>Out of Hours Support</p> <p>The Supplier shall have in place, at all times including outside its normal business hours on each day of the year, arrangements to enable a suitably qualified duty manager or other equivalent member of the Supplier's Personnel to deal with any event or circumstance arising out of or relating to the Services or this Contract which requires an immediate action or response:</p> <ul style="list-style-type: none"> i. to mitigate risk of Serious Harm; ii. to safeguard data and all other information which the Supplier is required to produce and/or maintain under this Contract; and iii. to respond effectively to an emergency or contingency event;
H3	<p>Major Incidents are:</p> <ul style="list-style-type: none"> i. Death of a Person on Probation while in receipt of the Services (or within seven (7) days of the end of the receipt of the Accommodation if the Person on Probation dies within this period upon leaving the Accommodation) **

	<ul style="list-style-type: none"> ii. Unexpected death, deliberate or accidental injury of anyone present in any Accommodation or any person involved in the provision of the Services ** iii. Evidence of anyone under 18 years old at the Accommodation other than dependent children permitted to be present iv. Sexual assault and/or abuse ** v. Indecent exposure ** vi. Physical assault requiring emergency medical intervention ** vii. Racially aggravated assault and/or abuse ** viii. Serious threats of violence where a child is involved or implicated ix. Other physical assault and/or abuse where a child is involved or implicated x. Serious accidental injury to any person whilst at any Accommodation or any person involved in the provision of the Services and emergency medical intervention xi. People on Probation self-harm needing emergency medical intervention xii. Fire, flood, structural damage resulting in full and/or partial evacuation of the Accommodation** xiii. Other incidents resulting in evacuation or closure of Accommodation ** xiv. Attack on the Accommodation xv. Bomb threat xvi. Police raid xvii. Discovery of firearms and/or other weapons (including swords and knives) xviii. Discovery of drugs, or drug related activity including the supply and/or manufacture of drugs xix. Arrest on criminal charges in relation to an incident involving a Person on Probation, the Supplier's Personnel or anyone with access to the Accommodation ** xx. Serious anti-social behaviour involving a Person on Probation(s) at or close to any Accommodation xxi. Attempted suicide xxii. Arrest of a member of the Supplier's Personnel on duty or in relation to work issues <p>Reportable Incidents are:</p> <ul style="list-style-type: none"> i. Serious threats of violence ii. Other physical assault and/or abuse iii. Verbal assault and/or abuse iv. Other abuse including bullying, neglect and/or financial abuse v. Minor injuries (not cuts and bruises) in the Accommodation or in the provision of the Services vi. Other fire, floor and/or structural damage to the Accommodation vii. Vandalism and/or criminal damage to the Accommodation viii. Alleged theft, including of property of another People on Probation or the Supplier ix. Arrest on criminal charges other than as described above
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	<p>x. Evidence of overnight guests at the Accommodation</p> <p>For those marked with ** the Supplier shall ensure a case review will be undertaken and reported to the Authority within twenty eight (28) days of the incident occurring provided that the Supplier shall in any event comply also with the notification requirements set out in this Specification.</p>
H4	<p>Unacceptable behaviour/ withdrawal of Accommodation</p> <p>I. If problems arise with the behaviour of a Person on Probation, the Supplier shall raise these with the Person on Probation, wherever possible, to discuss openly and seek a resolution.</p> <p>II. It is expected that there will be instances when some People on Probation will behave in a way which will undermine their involvement in the Service. The Supplier should ensure that the reasons for any concerns are investigated.</p> <p>III. The Supplier shall ensure that the COM and HPT shall be informed of any concerns, relating to or received by a Person on Probation immediately upon becoming aware of the same by phone, or if unavailable by email. Any contact must be followed up to check it has been received and to confirm what action is taken.</p> <p>IV. The COM must act on any concerns that are raised by the Supplier. The action(s) will depend on the nature of the concerns raised. The COM will need to consider whether the Person on Probation is in breach of their custodial Licence, or Post-Sentence Supervision requirements, depending on the terms under which they are being supervised by probation, and therefore whether to take enforcement action (apply sanctions). The actions must include acknowledging to the Supplier they have received the concerns from them, within one business day (Monday – Friday) and providing an update as to the action(s) taken/ to be taken, also within one business day (Monday – Friday).</p>
H5	<p>In all circumstances, the Authority retains the discretion to instruct the Supplier to cease using an Accommodation and/or Bed Space for any reason including but not limited to a failure to meet the requirements set out in this Schedule.</p>

I – Information Management

Service Output group	Service
I1	<p>In the collection, handling and storing of data the Supplier shall ensure it complies with Data Protection Act 2018 (DPA 2018) requirements and the following legislation; Human Rights Act, 1998, Crime and Disorder Act, 1998. Minimum security requirements will be required to protect personal data.</p> <p>Suppliers will need to adhere to cyber essentials in line with the National Cyber Security Centre guidance https://www.ncsc.gov.uk/guidance.</p>
I2	The Supplier shall collect relevant management information data and keep records, as detailed within the Schedule.
I3	Email correspondence will need to be secure, as a minimum this is to be in line with the National Cyber Security Centre guidance https://www.ncsc.gov.uk/guidance

SCHEDULE 2
SERVICE SOLUTION

1. The documents embedded below are incorporated into this Contract, as if set out in full:

[REDACTED]

SCHEDULE 3

MOBILISATION

1. INTRODUCTION

- 1.1 This Schedule, together with the Mobilisation Plan, describes the Parties' respective rights and obligations during the Mobilisation Period in respect of the build-up of Services by the Supplier in accordance with Schedule 1, part C3.
- 1.2 The Parties agree the primary objective of Mobilisation is the successful rapid increase of the Services to align with the number of beds and Support required each month without deterioration in the levels of performance of the Services.

2. MOBILISATION CHARGES

- 2.1 The Monthly Contract Price during Contract Year 1 constitutes all of the fees and charges payable by the Authority in connection with the Mobilisation Services.
- 2.2 In connection with the Mobilisation Services the Supplier must not charge the Authority any fees or charges, other than the Monthly Contract Price during Contract Year 1

3. MOBILISATION GOVERNANCE

- 3.1 During the Mobilisation Period (and for any such longer period as may be required by the Authority), the Supplier shall ensure that its necessary Personnel attend the Service Management Group governance meeting described in the Governance Schedule 6. Subject to the Approval of the Authority, such meetings may be held via teleconference facilities.

4. MOBILISATION PLAN

- 4.1 The Mobilisation Plan is set out in Annex 1.
- 4.2 The Supplier shall keep the Authority informed of progress against the Mobilisation Plan throughout the Mobilisation Period and provide a weekly update of progress to the Authority from the Commencement Date until the end of the Mobilisation Period.

5. MOBILISATION REQUIREMENTS

- 5.1 The Supplier shall:
 - 5.1.1 provide the Mobilisation Services in accordance with the Mobilisation Plan and this Contract;
 - 5.1.2 not cause disruption to Authority during the Mobilisation Period;
 - 5.1.3 fully co-operate with the Authority, and the Other Suppliers in respect of Mobilisation during the Mobilisation Period.
- 5.2 Where the Supplier becomes aware of a risk or issue relating to the Mobilisation Services, including an actual or anticipated delay to the completion of a Mobilisation Plan it shall immediately notify the Authority in writing.

ANNEX 1
MOBILISATION PLAN

The document embedded below is incorporated into this Contract, as if set out in full:

[REDACTED]

SCHEDULE 4

PERFORMANCE

1. PERFORMANCE FAILURES

- 1.1 Without prejudice to any other rights and remedies the Authority may have, if during the Contract Period:
- 1.1.1 Default by the Supplier occurs and/or service performance in respect of any CAS3 Service Level is below the Improvement Plan Threshold, the Authority shall be entitled to initiate the Improvement Plan Process;
 - 1.1.2 a Notifiable Default occurs, the Authority shall be entitled to initiate the Rectification Plan Process; and/or
 - 1.1.3 a Supplier Termination Event occurs, the Authority may exercise its rights to terminate this Contract in whole or in part pursuant to Clause 45.1.

2. FIRST FIX

- 2.1 Notwithstanding any other provision in this Contract, in the event of a Default by the Supplier (or any anticipated Default by the Supplier) the Supplier shall:
- 2.1.1 notify the Authority of the Default, which subject to any earlier time frames set out in this Contract, shall be as soon as practicable, but in any event within (2) Working Days of becoming aware of the Default, detailing the actual or anticipated effect of the Default and whether the Default is:
 - a. below the Improvement Plan Threshold;
 - b. a Notifiable Default; or
 - c. a Supplier Termination Event;
 - 2.1.2 (if the Default occurs) remedy the Default as soon as possible including when the Authority notifies the Supplier in writing where it considers a Default has occurred or is anticipated to occur (which it may do at its sole discretion); and
 - 2.1.3 use all reasonable endeavours to eliminate or mitigate the consequences or delay of any such Default or anticipated Default on the Authority.

3. IMPROVEMENT PLAN PROCESS

- 3.1 Where the Authority invokes the Improvement Plan Process in accordance with Paragraph 1.1.1 of this Schedule 4, the Authority shall notify the Supplier in writing that it requires an Improvement Plan.
- 3.2 The Supplier shall serve a draft Improvement Plan within five (5) Working Days (or any other period agreed in writing by the Parties) even if the Supplier disputes that it is responsible for the matters complained of.
- 3.3 If the Authority considers that the draft Improvement Plan is insufficiently detailed to be properly evaluated, or will take too long to complete or will not remedy the matters complained of then it may at its sole discretion agree a further time period for the development and agreement of the Improvement Plan or escalate any issues with the draft Improvement Plan.

- 3.4 Following agreement of an Improvement Plan, if the Supplier fails to perform its obligations under the Improvement Plan, the Authority may either give the Supplier a further opportunity to do so or elect by notice in writing to the Supplier to deal with the issue through the Rectification Plan Process.

4. RECTIFICATION PLAN PROCESS

- 4.1 In the event that:

- 4.1.1 the Supplier commits a material Default that, in the opinion of the Authority, is capable of remedy (and for these purposes a material Default may be a single material Default or a number of Defaults or repeated Defaults (whether of the same or different obligations and regardless of whether such Defaults are remedied) which taken together constitute a material Default);
- 4.1.2 the Supplier fails to remedy a Default in accordance with an Improvement Plan;
- 4.1.3 available bed spaces fall below the Improvement Plan levels on three consecutive months; or
- 4.1.4 in the Authority's opinion, the Services are being delivered in a way that the characteristics defined in the Equality Act 2010 are not fairly protected and accommodated for,

each a "**Notifiable Default**", the Supplier shall notify the Authority of the Notifiable Default in accordance with Paragraph 2.1.1 and unless the Notifiable Default also constitutes a Rectification Plan Failure or other Supplier Termination Event, the Authority may not terminate this Contract in whole or in part on the grounds of the Notifiable Default without first following the Rectification Plan Process.

- 4.2 When a Notifiable Default occurs (including where the Authority notifies the Supplier (setting out sufficient detail) that, in its reasonable opinion, it considers a Notifiable Default has occurred) then, unless the Notifiable Default also constitutes a Supplier Termination Event and the Authority serves notice to terminate this Contract, the Supplier shall comply with the Rectification Plan Process.

- 4.3 The Rectification Plan Process shall be as follows:

- 4.3.1 the Supplier shall submit a draft Rectification Plan to the Authority for it to review as soon as possible and in any event within ten (10) Working Days (or such other period as may be agreed in writing between the Parties) after the original notification submitted by the Supplier or the Authority pursuant Paragraph 4.2. even if the Supplier disputes that it is responsible for the Notifiable Default;

- 4.3.2 the draft Rectification Plan shall set out:

- 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 (including the actual or anticipated effect on the performance of the Supplier's obligations under this Contract); 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);

- 4.3.3 the Supplier shall promptly, and in any event within two (2) Working Days, provide to the Authority any further documentation that the Authority reasonably

requires to assess the Supplier's root cause analysis. If the Parties do not agree on the root cause set out in the draft Rectification Plan, either Party may refer the matter to be determined in accordance with the Dispute Resolution Procedure;

4.3.4 the Authority shall provide written notification to the Supplier indicating whether it consents to the draft Rectification Plan as soon as reasonably practicable. If the Authority rejects the draft Rectification Plan, the Authority shall give written reasons for its decision and the Supplier shall take the reasons into account in the preparation of a revised Rectification Plan. The Supplier shall submit the revised draft of the Rectification Plan to the Authority for review within five (5) Working Days (or such other period as agreed in writing between the Parties) of the Authority's notice rejecting the first draft;

4.3.5 if the Authority consents to the Rectification Plan:

- a. the Supplier shall immediately start work on the actions set out in the Rectification Plan; and
- b. the Authority may no longer terminate this Contract in whole or in part on the grounds of the relevant Notifiable Default unless and until a Rectification Plan Failure occurs; and

4.3.6 the Authority may reject the draft or revised Rectification Plan submitted to it under Paragraph 4.3.4 by notice to the Supplier if, acting reasonably, it considers that the draft Rectification Plan is inadequate, for such reasons including:

- a. it is insufficiently detailed to be capable of proper evaluation;
- b. it will take too long to complete;
- c. it will not prevent reoccurrence of the Notifiable Default; and/or
- d. it will rectify the Notifiable Default but in a manner which is unacceptable to the Authority.

5. REVIEW OF KPIS

5.1 Subject to Paragraph 5.2, not more than once in each calendar year of the Contract Period the Authority may, on giving the Supplier at least three (3) Months' notice change the thresholds that apply in respect of one or more specific CAS3 Key Performance Indicators.

5.2 Within ten (10) Working Days of the date that notice is served by the Authority under Paragraph 5.1, the Parties shall meet to discuss the consequences of the proposed changes to the CAS3 Key Performance Indicators, at which meeting the Supplier shall be entitled to make representations to the Authority regarding the consequences of the proposed changes to the CAS3 Key Performance Indicators. Where the Parties (each acting reasonably) agree that the proposed changes to the CAS3 Key Performance Indicators will have a material adverse impact on the risk profile of the Supplier under this Contract, the proposed change shall be agreed by the Parties via the Change Control Procedure. For all other changes to the CAS3 Key Performance Indicators, the Parties agree that such change may be incorporated into this Contract by the Authority in its discretion using the Change Control Procedure and at no cost to the Authority.

ANNEX 1

CAS3 KPIs

The CAS3 Service Level Threshold and Improvement Plan Threshold are detailed in the table below.

	CAS3 KPI	Definition and Formula for calculating Actual Performance	CAS3 KPI Threshold	Improvement Plan Threshold	Severity Levels
KPI 1	Provision of Bed Spaces	The percentage of available Bed Spaces in any Month in accordance with Part C of the Schedule 1.	100%	90%	Good = 98% Approaching Target = 95% Inadequate = < 90%
KPI 2	Timely reporting of reportable incidents	All Major Incidents and Other Reportable Incidents are reported to the Authority in accordance with paragraph 2 of Annex 2 to Schedule 7 (Reports, Records and Management Information).	97% within 2 hours of Supplier being notified	92% or less per Month in 2 (two) successive Months or in 4 (four) Months during a rolling 12 (twelve) Month period.	Good = 97% Approaching Target = 95% Inadequate = 92%
KPI 3	Support Sessions held	The Supplier to deliver weekly support sessions, including at least one fortnightly face-to-face support session to CAS3 Residents as set out in Part D of Schedule 1	1 support session per week	2 or fewer sessions per month	Good = 4 sessions per month Approaching Target = 3 sessions per month Inadequate = < 2 sessions per month
KPI 4	Response to completed Referrals	Referrals are processed and determined in accordance with timescales set in Part B of Schedule 1 (Service Specification).	95%	90% or less per Month in 2 (two) successive Months or in 4 (four) Months during a rolling 12 (twelve) Month period.	Good = 95% Approaching Target = 92% Inadequate = <90%
KPI 5	Reporting requirements	Core Reports set out in Schedule 7 to be provided correctly and accurately within the	100%	90%	Good = 98% Approaching Target = 92% Inadequate = <90%

	CAS3 KPI	Definition and Formula for calculating Actual Performance	CAS3 KPI Threshold	Improvement Plan Threshold	Severity Levels
		timescale stated in Schedule 7.			

SCHEDULE 5
PRICING AND PAYMENT MECHANISM

1. PAYMENT

1.1 Payment of the Monthly Contract Price shall be made on a Monthly basis in accordance with the following:

1.2 Payment will be made within thirty (30) days of a Valid Invoice.

The amount payable to the Supplier in each Month during the Contract Period shall be calculated on a nightly basis at the agreed costs set out in Schedule 8 (Financial Model) for beds that are available and meet the Authority's quality and quantity requirements;

1.3 The Authority will not pay for beds that are unavailable except in circumstances where the bed or beds are unavailable as a result of damage caused by Persons on Probation with any such payment being limited to the date specified in the written plan as per Schedule 1, part C20.

2. INVOICING

2.1 The Authority issues Purchase Orders using Basware and the Supplier shall, when invited, register on Basware.

2.2 A Valid Invoice is an invoice issued through Basware, unless the invoice contains:

2.2.1 additional lines not included in the relevant Purchase Order;

2.2.2 Line descriptions which have been materially altered so that they no longer match the equivalent description in the relevant Purchase Order;

2.2.3 Prices and/or volumes which have been increased without written Approval.

2.3 On or before the tenth Working Day of each Month following the first Month of the Contract Period, the Supplier shall submit to the Authority a draft invoice together with all necessary and agreed supporting documentation which shall detail, for the previous Month, the payment due, with any reconciliation required for validation.

2.4 The Authority shall verify draft invoices received from the Supplier in a timely fashion and, in any event, within ten (10) Working Days of Receipt and following such verification, the Supplier shall be entitled to submit its invoice to the Authority.

2.5 The Supplier shall ensure that each invoice contains the following information:

2.5.1 the date of invoice;

2.5.2 a unique reference number;

2.5.3 purchase order number;

2.5.4 the period to which the invoice relates;

2.5.5 the amount(s) being charged;

2.5.6 VAT amount if applicable;

2.5.7 the total amount owed;

- 2.5.8 the contact name and telephone details of a responsible person in the Supplier's finance department in the event of query; and
- 2.5.9 the banking details to enable payment to the Supplier.
- 2.6 For the avoidance of doubt the invoice shall be presented monthly (and no later than 7 days after the end of the month which the invoice relates) and shall clearly and contain the following;
- 2.6.1 Number of beds available in the payment period multiplied by the average cost for the bed as set out in Schedule 8 (Financial Model) for each calendar month;
- 2.6.2 Number of beds available in the payment period multiplied by the average cost for the support as set out in Schedule 8 (Financial Model) for each calendar month;
- 2.6.3 less any deductions as a result of beds being unavailable for part of the month using the following calculations;
- Price per Bed Space per Month and Price per Support per Month
- Divided by*
- number of days in month
- Multipled by*
- number of days each bed is available
- 2.7 All invoices submitted by the Supplier to the Authority shall be expressed in pounds sterling (£).
- 2.8 Subject to the terms of this Contract, the Authority shall make payment to the Supplier in pounds sterling (£) by electronic transfer within thirty (30) days of Receipt of a valid and undisputed invoice.
- 2.9 If the Authority fails to pay undisputed sums properly payable under this Contract by the due date, the Supplier shall have the right to charge interest on the overdue amount at a rate of 3% per annum above the Bank of England's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgement.
- 2.10 The Authority shall not pay an invoice which is not a Valid Invoice

3. **DISPUTED INVOICES**

- 3.1 If the Authority disputes any invoice following Receipt
- 3.1.1 the Authority shall notify the Supplier of such disputed invoice and provide details of the specific elements of the invoice which are in dispute;
- 3.1.2 following notification, the disputed invoice shall be immediately deemed void and the Supplier shall re-issue a credit note for the full value of the disputed invoice and a second invoice to the Authority, for the undisputed sum (the **Undisputed Invoice**);
- 3.1.3 Paragraph 2 above shall apply in respect of the Undisputed Invoice; and
- 3.1.4 the disputed amount shall be referred to the Dispute Resolution Procedure for resolution and an invoice for the agreed value issued when resolved.

SCHEDULE 6

GOVERNANCE

1. GENERAL PRINCIPLES

- 1.1 This Schedule sets out the governance structure through which the Parties intend to manage their relationship. The Parties shall establish the following groups which are more fully described in this Schedule:
- 1.1.1 Relationship Management Group;
 - 1.1.2 Service Management Group;
 - 1.1.3 Change Control Procedure Group; and
 - 1.1.4 Invoicing Assurance Group
- 1.2 The governance structure shall be subject to periodic review and all Contract Changes in relation to the structure shall be agreed through the Change Control Procedure.
- 1.3 The governance arrangements set out in this Schedule 6 shall apply following the Services Commencement Date. During the Mobilisation Period (and for such longer period as may be required by the Probation Region), the Parties shall observe the governance arrangements set out in Paragraph 4 of Schedule 3.
- 1.4 Nothing in this Schedule shall prevent the Parties from referring a dispute to the Dispute Resolution Procedure.

2. GOVERNANCE RULES

- 2.1 Each of the Relationship Management Group, the Service Management Group, and the Change Control Procedure Group shall, unless the Relationship Management Group otherwise specifies, comply with the following rules of governance:
- 2.1.1 the chair of each group will be appointed by the Probation Region;
 - 2.1.2 the chair will manage the proceedings of the meetings and issue all minutes of meetings;
 - 2.1.3 the secretariat for each group will be provided by the Probation Region and will be responsible for:
 - a. generally, giving a minimum of 10 Working Days' notice to all proposed attendees of any meeting held pursuant to, and in accordance with, this Schedule 6 (stating the time and place of the meeting) unless the Parties agree that reduced notice is required for reasons arising from the urgency of the issues for discussion or attendee availability, in which case either Party may give as much notice of the meeting as is reasonably practicable to provide in the circumstances;
 - b. proposing an agenda, attendees (including third parties where relevant) and duration for that meeting (which shall be agreed between the Parties' respective Senior Contract Managers or their agreed nominated representatives in writing prior to the meeting); and
 - c. recording minutes of the meeting;
 - 2.1.4 a meeting will only be validly convened if, with respect to the relevant groups specified in Paragraph 1, at least one member of the Supplier's management team and the Probation Region's management team respectively holding one of the positions detailed in Annex 1 (or their agreed nominated representatives who have sufficient authority to act on his behalf), is present.

- 2.2 Each Party shall appoint representatives as members of the Relationship Management Group, the Service Management Group, the Change Control Procedure Group.

3. RELATIONSHIP MANAGEMENT GROUP

- 3.1 The Parties shall establish a group to be responsible for account management and overseeing the overall success of the relationship between the Supplier and the Probation Region, and to demonstrate executive commitment (**Relationship Management Group**).

- 3.2 The Relationship Management Group shall:

- 3.2.1 oversee the relationship between the Supplier and the Probation Region, facilitate positive working attitudes and approaches and provide strategic direction for the relationship;
- 3.2.2 review and discuss the Continuous Improvement Report, Rectification Plan(s) (if any) and the report the Supplier submits to the Probation Region Quarterly in respect of its performance of the Services against the CAS3 Key Performance Indicators;
- 3.2.3 review and approve the calculation of the Supplier's Actual Performance and the CAS3 Key Performance Indicators;
- 3.2.4 receive reports from the Exit Managers regarding the status of the Exit Plan and any issues associated with them;
- 3.2.5 liaise with and receive reports from the Service Management Group, the Change Control Procedure Group and to consider and confirm decisions and actions to be taken (as applicable); and
- 3.2.6 resolve significant issues escalated to it pursuant to this Schedule 6 and/or the Dispute Resolution Procedure.

- 3.3 The first meeting of the Relationship Management Group shall be no later than twenty (20) Working Days after Commencement Date and, for the first six Months following the first meeting of the Relationship Management Group, shall meet Monthly thereafter. After that period, the Relationship Management Group shall meet as frequently as necessary but not less than once every three Months.

4. SERVICE MANAGEMENT GROUP

- 4.1 The Parties shall establish a group to be responsible for the day to day management of the relationship between the Supplier and the Probation Region for the provision of the Services (**Service Management Group**).

- 4.2 The Service Management Group shall meet once each Month or at any other intervals as the Parties may agree in writing but not less than once every Quarter. The first meeting shall be no later than twenty (20) Working Days after Commencement Date.

- 4.3 The Service Management Group shall be responsible for:

- 4.3.1 monitoring the performance of the Supplier in delivering the Services including reviewing the report the Supplier submits to the Probation Region Monthly in respect of its performance of the Services against the CAS3 Key Performance Indicators;
- 4.3.2 reviewing the levels at which the CAS3 Key Performance Indicators are set;
- 4.3.3 discussing potential opportunities to improve the performance, efficiency and effectiveness of the Services including those arising from reports made by the Probation Inspector or Prison Inspector from time to time, quality assurance reports, stakeholder

surveys, the monitoring of the Management Information collected in accordance with Schedule 7 and the delivery of the Services;

- 4.3.4 reviewing implementation of the Transition Plan and addressing any issues arising in relation to the impact of the Transition Plan on the delivery of the Services;
- 4.3.5 reviewing and discussing the Supplier's delivery of any Improvement Plan or Rectification Plan on which the Supplier shall report its progress to the Service Management Group, as applicable;
- 4.3.6 subject to Paragraph 4.3, discussing and implementing any proposed Contract Change to this Contract in accordance with the Change Control Procedure where a Contract Change can be agreed and implemented without the need to convene the Change Control Procedure Group;
- 4.3.7 identifying and agreeing measures to address recurring or material problems with the delivery of the Services; and
- 4.3.8 providing the Relationship Management Group with an overview of the outcomes in relation to Paragraph 4.3.1 to 4.3.7, highlighting any significant issues that need to be resolved and actions required.
- 4.3.9 monitoring and overseeing Mobilisation which shall include but not be limited to;
 - a. reviewing risks and issues and associated remediation and mitigation plans;
 - b. considering requests by the Supplier to amend the Mobilisation Plan;
 - c. receiving reports from the Supplier setting out achievement of Mobilisation Milestones; and
 - d. receiving weekly written updates from the Supplier.
- 4.4 The Probation Region's and the Supplier's respective Relationship Managers shall attend the Service Management Group meeting when required to discuss any material changes to the way in which the Supplier provides the Services or any other changes that are planned to the Services.

5. CHANGE CONTROL PROCEDURE GROUP

- 5.1 The Parties shall establish a group to discuss any Contract Changes which may be required to this Contract from time to time (**Change Control Procedure Group**).

- 5.2 The Contract Change Procedure Group shall review each:

- 5.2.1 Change Requests;
- 5.2.2 Change Authorisation Notes; and
- 5.2.3 Impact Assessment,

which is prepared in accordance with Schedule 9.

6. INVOICING ASSURANCE GROUP

- 6.1 The parties shall establish a group to be responsible for the invoicing of the Contract in line with Schedule 5.
- 6.2 The Invoicing Assurance Group shall meet once each month ahead of the supplier submitting an invoice to the Probation Region and discuss;

- 6.2.1 The monthly invoice that is due to be submitted to the Probation Region including any adjustments to be made in line with Schedule 5 (Pricing and Payment Mechanism);
- 6.2.2 Invoices will be supported by Management Information aligned with agreed contractual charges for the purposes of validation.
- 6.2.3 Any other financial issues that need to be discussed by the parties.

ANNEX 1

GOVERNANCE BOARDS

Relationship Management Group (RMG) Representatives

Probation Region	Supplier
Regional Probation Director	Lead Director
Head of Community Integration (Chair)	Senior Manager for the CAS3 Contract
HPT lead	Operational lead
Finance Manager	Finance lead for the contract

Service Management Group (SMG)

Probation Region	Supplier
Head of Community Integration (as required or ad-hoc)	Senior Manager for the CAS3 Contract (as required or ad-hoc)
HPT lead	Operational lead
Finance Manager (as required)	Finance lead for the contract (as required)
	Regional Managers or equivalent

Change Control Procedure Group (CPG)

Probation Region	Supplier
Head of Community Integration (Chair)	Lead Director
Contract Manager	Senior Manager for the CAS3 Contract
Finance Manager	Operational lead
	Finance lead for the contract

Invoicing Assurance Group (IAG)

Probation Region	Supplier
Head of Community Integration (Chair)	Finance lead for the contract
Contract Manager	Operational lead
Finance Manager	

SCHEDULE 7

REPORTS, RECORDS AND MANAGEMENT INFORMATION

1. INTRODUCTION

- 1.1 The objective of this Schedule 7 is to set out the Authority's requirements for the detail and provision of Management Information, reports, records and other information from the Supplier, including the timing and process of delivery.
- 1.2 This Schedule 7 is without limitation to the Supplier's obligation to promptly provide to the Authority any other information and/or reports required under this Contract or otherwise requested from time to time.

2. MANAGEMENT INFORMATION

- 2.1 The Supplier shall provide to the Authority the Management Information in accordance with the timescales set out in this Contract, and where otherwise requested by the Authority from time to time, promptly, and in any event within two (2) Working Days, of the written request.
- 2.2 The Authority may make reasonable changes to the format and frequency in which the Management Information must be provided through the Mobilisation Period and thereafter by giving the Supplier one (1) Months' written notice. Such changes may be made at the Authority's discretion. The Supplier shall effect such changes at no cost to the Authority.

3. REPORTS

- 3.1 The Supplier shall prepare and issue reports in accordance with the frequency and distribution list as set out in Annex 2 to this Schedule 7. The Parties shall agree in writing the format of the reports and any detail specifically required (other than that already set out in this Contract) during the Mobilisation Period, such agreement not to be unreasonably withheld or delayed.
- 3.2 In addition to Paragraph 3, the Supplier shall promptly, and in any event within two (2) Working Days of the written request (and in the case of Paragraph 3.2.1, immediately upon becoming aware), provide to the Authority reports which set out:

- 3.2.1 areas of concern relating to the provision of the Services and of matters that may become of Ministerial interest and/or may have media interest. This includes, but is not limited to, Parliamentary questions, FOIA requests and any other requests for information from third parties; and

- 3.2.2 information to fulfil the Authority's obligations to supply information for Parliamentary, Ministerial, judicial or administrative purposes including the supply of information to the Comptroller and the Auditor General, and

in preparing such reports, the Supplier shall include such information as the Authority may reasonably request.

- 3.3 The Parties may agree to incorporate a number of reports into a single report (such agreement not to be unreasonably withheld or delayed).
- 3.4 The Authority may, from time to time, reasonably request the Supplier produces reports outside of the frequency shown in Annex 2 to this Schedule 7 and/or produce reports other than those referred to in this Contract and the Supplier shall provide such reports to the Authority, at its cost, in the timeframe requested by the Authority. The Authority agrees to act reasonably when making requests under this Paragraph 3.4.

4. RECORDS

- 4.1 The Supplier shall keep full, true and accurate records, accounts, books, data, documents, equipment and other information and property relevant to the performance of the Services

(whether in electronic format or otherwise) as may be reasonably required to show the Supplier's compliance with its obligations under this Contract, the Services provided and the charges paid under this Contract (including those set out in Annex 3 to this Schedule 7 and otherwise required to be kept under this Contract) in accordance with the applicable Retention Period.

- 4.2 The Supplier shall keep the records and accounts it maintains under this Contract in accordance with Good Industry Practice, in chronological order and in a form that is capable of audit.
- 4.3 The Supplier shall ensure that the Management Information and any other records, accounts reports, data and information it is required to maintain or provide to the Authority under this Contract is:
 - 4.3.1 compatible with the systems used by the Authority and is in a form that the Authority is able to access, download, read, print and analyse; and
 - 4.3.2 is fully auditable such that the Authority can understand when and by whom amendments and changes have been made.
- 4.4 The Supplier shall comply with the Authority's reasonable instructions in respect of the retention of records and accounts under this Contract including that set out in Annex 4 and any other retention of records policy which the Authority may make available to the Supplier at its discretion from time to time on written notice to the Supplier. The Supplier agrees to effect such changes at no additional cost to the Authority.
- 4.5 Wherever practical, the Supplier shall retain original records. True copies of the original records may be kept by the Supplier where it is not practicable to retain original records.
- 4.6 The Supplier agrees that should it be uncertain as to when records and other information should be deleted or disposed of in accordance with the Retention Period it shall not delete or dispose of such information or records until it has consulted with the Authority.
- 4.7 The Supplier shall determine if there are any legislative or other requirements which would necessitate certain records to be retained for longer and, in such event, shall refer the matter to the Authority for its consideration.

5. ACCESS

- 5.1 Upon request, the Supplier shall promptly, and in any event within two (2) Working Days of request:
 - 5.1.1 make available to the Authority the Management Information, reports and records required under this Contract and all of the underlying data and documents that support any of them; and
 - 5.1.2 answer any questions that the Authority may have in respect of the Management Information, reports and records made available under and/or generated in respect of this Contract.

6. MISTAKES IN INFORMATION

- 6.1 The Supplier shall be responsible for the accuracy of all documentation, drawings, reports and information supplied to the Authority by or on behalf of the Supplier under this Contract and shall pay the Authority on demand any extra costs occasioned by any discrepancies, errors or omissions therein.
- 6.2 Supplier shall immediately notify the Authority in writing if it discovers any errors or omissions in the documentation, drawings and reports and/or information supplied to the Authority under this Contract and, in doing so, shall provide all necessary information to rectify such mistake (which shall include the Supplier confirming any consequences arising as a result of the revised position)

ANNEX 1

PERFORMANCE MANAGEMENT INFORMATION

- 1. Details of each person referred to the Supplier as a potential CAS3 Resident:**
 - 1.1 A unique reference number for each CAS3 Resident
 - 1.2 *Name and title
 - 1.3 Date of birth
 - 1.4 Gender, including re-assignment
 - 1.5 Ethnicity including Authority ethnicity code
 - 1.6 Disability and type
 - 1.7 Home area
 - 1.8 Name of referrer
 - 1.9 Accommodation
 - 1.10 Requested town / area
 - 1.11 Date of referral
 - 1.12 Date of offer or rejection
 - 1.13 Status of referral – Live / Suspended / Cancelled / Aborted / Placed into CAS3
 - 1.13a Sub-status of Referral to include as a minimum:
 - 1.13a.1 Duplication / Created in error
 - 1.13a.2 Applicant – Declined Offer
 - 1.13a.3 Applicant – Failed to arrive
 - 1.13a.4 Supplier – No suitable Property available in area
 - 1.13a.5 Supplier – No suitable Property other
 - 1.13a.6 Supplier – Incomplete Referral
 - 1.14 Date of decision
- 2. Details of CAS3 Residents / Caseload**
 - 2.1 Unique reference number for the Accommodation
 - 2.2 Unique reference number for Bed Space
 - 2.3 *Name and Title
 - 2.4 Date of birth
 - 2.5 Ethnicity including Authority ethnicity code
 - 2.6 Home area

- 2.7 Gender including re-assignment
- 2.8 Expected date of departure
- 2.9 Date Induction conducted
- 2.10 Number of days in the Accommodation
- 2.11 Departure status to include as a minimum:
 - 2.11.1 CAS3 Accommodation withdrawn – Resp. Authority Enforcement
 - 2.11.2 Terminated – Persons on Probation Failed to Arrive
 - 2.11.3 Transfer to another CAS3 property
 - 2.11.4 Transfer to non-MoJ accommodation provision (non CAS3)
 - 2.11.5 Created in error
 - 2.11.6 Move out after 84 nights
- 2.11a Departure sub-status to include as a minimum:
 - 2.11a.1 Living with Family & Friends
 - 2.11a.2 Moved into Tenancy
- 2.12 Outcome
- 2.13 Failure to arrive and resultant action
- 2.14 Type of incident (Major or Other Reportable)
- 2.15 Date of reportable incident occurring
- 2.16 Time of day of reportable incident occurring
- 2.17 Date reportable incident was reported
- 2.18 Date(s) of evidenced weekly support session delivered

3. Accommodation

- 3.1 Local Authority
- 3.2 Accommodation and Bed Space identifier
- 3.3 Number of Bed Spaces by Accommodation
- 3.4 Total number of contractual Bed Spaces
- 3.5 Occupancy status of Bed Spaces at Accommodation being either:
 - 3.5.1 Vacant;
 - 3.5.2 Allocated but unoccupied (including unique CAS3 Resident reference number);
 - 3.5.3 Unavailable (including category);

- 3.5.4 Occupied but CAS3 Resident has overstayed (i.e. the CAS3 Resident has stayed in the Accommodation beyond the duration of the plus 1 calendar day);
 - 3.5.5 Occupied by CAS3 Resident;
 - 3.6 For Bed Space not in use – Category of “Bed Space not in use”
 - 3.7 Date Bed Space not in use became not in use
 - 3.8 Date Bed Space not in use became available to use.
 - 3.9 Property accessibility
 - 3.10 Monthly Bed Space and Property Report Date Accommodation and Bed Space came into service
 - 3.11 Full address and post code
 - 3.12 Accommodation accessibility including wheelchair and other access
 - 3.13 Date upon which the Accommodation and Bed Space were no longer used for the Services
 - 3.14 The average number of Bed Spaces provided during the Month overall including Bed Space not in use
- 4. Finance**
 - 4.1 Open Book Accounts
- 5. Complaints**
 - 5.1 The number of complaints received, status and trends.
 - 5.2 Full details of the outcome of each complaint received by the Supplier (both resolved and not resolved)
- 6. Quality Assurance**
 - 6.1 Full details of the Quality Assurance Arrangements the Supplier is delivering in respect of the Services including:
 - 6.1.1 processes in place;
 - 6.1.2 actions taken;
 - 6.1.3 outcomes arising;
 - 6.1.4 lessons learnt; and
 - 6.1.5 trend analysis.
- 7. Other**
 - 7.1 details of Sub-contractors
 - 7.2 Media interest – a list of media approaches, date and nature of approach
 - 7.3 Details of Major Incidents including full details of rectification action undertaken by the Supplier.

- 7.4 A full record of all incidents relating to health, safety and security which occur during the Contract Period.
- 7.5 Any unexpected problems and emergencies resolved by the Supplier.
- 7.6 Details of proposed new Sub-contractors.
- 7.7 Any problems arising in respect of the Services that would cause the Authority concern in meeting its obligations under the Equality Act 2010.
- 7.8 Details of any proposed Key Personnel changes.
- 7.9 Health and Safety, compliance with Fire Regulations, report on health and safety and fire equipment inspections, details of any hazards and injuries and claims for compensation, new legislation and new materials to be used that are governed by the Control of Substances Hazardous to Health (COSHH) regulations.
- 7.10 Failure by Sub-contractors to fulfil any obligations they may have under any Sub-contract.

ANNEX 2

REPORTS

2. Reports

Report Name	Content	Frequency and Date of Report	Method of Delivery to Authority
Monthly Bed Space and Property Report	The data strands in each of the following sub-paragraphs to Paragraph 3 of Annex 1 of Schedule 7, Monthly in arrears: 3.1 - 3.14 inclusive	First day of the Month	By secure email to [REDACTED]
End of Month final performance upload	Performance against CAS3 Key Performance Indicators, Monthly in arrears and quarterly in arrears, including each of the data strands set out in Paragraph 1, 2 and 3 of Annex 1 of Schedule 7, Monthly in arrears Evidence of the Supplier's Actual Performance shall be collected in a way that enables the Supplier's provision of the Services to be analysed by protected characteristics as defined under the Equality Act 2010.	10 th Working Day following Month end during the Contract Period; and a consolidated report the 10 th Working Day (where the data will be treated as the final and accurate submission of the performance by the Supplier)	By secure email to [REDACTED]
Incidents Report	Report of Major Incidents and Other Reportable Incidents which have occurred.	<u><i>All incidents to be reported immediately to COM and HPT and within 2 hours of Supplier being notified</i></u>	By secure email to [REDACTED]
Security Incidents Report	Report of information security incidents through appropriate internal management channels in accordance with requirement 1.151 of Schedule 12, the escalation plan agreed	Within one (1) hour of incident identification	By secure email to [REDACTED] and [REDACTED]

Report Name	Content	Frequency and Date of Report	Method of Delivery to Authority
	pursuant to Paragraph 1.8 of Schedule 12, Authority Incident Management Policy and Authority Incident Management.		
Security Breach Report	Report of any Breach of security or attempted Breach of Security in accordance with the Authority's Information Assurance Policy plus any additional requirements which may be required in accordance with the escalation plan agreed pursuant to Paragraph 1.8 of Schedule 12.	Immediately.	By secure email to [REDACTED], [REDACTED] and by secure email to Authority senior contract manager
Social Value Report	Report of Social Value KPIs showing: <ul style="list-style-type: none"> • Number of SMEs, VCSEs sub-contracted • Contract value spent with SME and VCSE sub-contractors • % of total contract value spent with SME and VCSE sub-contractors • Number of full-time equivalent (FTE) employment opportunities created and filled under the contract, by UK region, for those with lived experiences of homelessness and/or probation 	Every six (6) months from the Commencement Date and within one (1) month of Expiry Date	By secure email to [REDACTED] and [REDACTED]

3. Incident Reporting

The Supplier shall report all incidents to the Probation Region in accordance with the table below. Reports shall be submitted to the Region via secure email as follows:

All incidents to be reported immediately to COM and HPT and within 2 hours of Supplier being notified

	INCIDENT	Major	Other	CR
Death	• Death of a CAS3 Resident	<input type="checkbox"/>		CR
	• Unexpected death – deliberate or accidental - of anyone present in the Accommodation or anyone conducting business in respect of the Services	<input type="checkbox"/>		CR
Assault*	• Sexual assault/abuse including threats thereof	<input type="checkbox"/>		CR
	• Indecent exposure	<input type="checkbox"/>		CR
	• Physical assault requiring emergency medical intervention	<input type="checkbox"/>		CR
	• Racially aggravated assault/abuse	<input type="checkbox"/>		CR
	• Serious threats of violence	Child	<input type="checkbox"/>	Child CR
	• Other physical assault/abuse	Child	<input type="checkbox"/>	Child CR
	• Verbal assault/abuse		<input type="checkbox"/>	
Injury*	• Other abuse, including bullying, neglect, and/or financial abuse and/or malicious communication		<input type="checkbox"/>	
	• Serious accidental injury incurred by the Supplier's Personnel or any other third party whilst in the Accommodation or any Supplier Premises and requiring emergency medical intervention	<input type="checkbox"/>		
	• Self-harm (CAS3 Resident) needing emergency medical intervention	<input type="checkbox"/>		
	• Minor injuries (but not cuts and bruises) – in the Accommodation or when conducting the Supplier's business only		<input type="checkbox"/>	
	• Attempted suicide or threat thereof	<input type="checkbox"/>		
Property/ Service	• Fire / flood / structural damage resulting in full / partial evacuation	<input type="checkbox"/>		CR
	• Other incident resulting in evacuation or closure of service	<input type="checkbox"/>		CR
	• Attack on any Accommodation	<input type="checkbox"/>		
	• Bomb threat	<input type="checkbox"/>		
	• Police raid	<input type="checkbox"/>		
	• Discovery of firearms / other weapons (swords/knives etc)	<input type="checkbox"/>		
	• Discovery of drugs factory/ activity	<input type="checkbox"/>		
	• Other fire / flood / structural damage		<input type="checkbox"/>	
	• Vandalism/criminal damage		<input type="checkbox"/>	
	Targeted criminal activity on a property and/or CAS3 Residents (e.g Cuckooing)**	<input type="checkbox"/>		CR
CAS3 Residents	• Arrest of staff member on duty or in relation to work issues	<input type="checkbox"/>		
	• Arrest on criminal charges in relation to an incident involving Persons on Probation, or third parties or property (including the Accommodation) in respect of the Services	<input type="checkbox"/>		CR
	• Serious Anti Social Behaviour involving a Service User(s) at or close to the Accommodation	<input type="checkbox"/>		
	• Alleged theft of Supplier Assets		<input type="checkbox"/>	
	• Arrest on criminal charges other than as described above		<input type="checkbox"/>	
	• Evidence of children (under 18 years old) at the Accommodation	<input type="checkbox"/>		CR
	• Overnight guests at the Accommodation		<input type="checkbox"/>	
	• Actual or suspected drug use	<input type="checkbox"/>		
* Nothing in this Contract shall limit the Supplier's responsibility to report accidents and injuries to the Health and Safety Executive where required.				

	INCIDENT	Major	Other	CR
**	Indicates where a case review in accordance with the Services Specification shall be required			

ANNEX 3

RECORDS

Record	Description
Agreement	<p>This Contract and all amendments to it.</p> <p>All other documents which this Contract expressly requires to be prepared.</p> <p>Notices, reports and other documentation submitted in accordance with this Contract.</p>
Accommodation Compact	A copy of the Accommodation Compact prepared by the Authority and signed by the CAS3 Resident during that CAS3 Resident's probation meeting.
Supplier's Personnel	A list of all job titles, job descriptions and responsibilities assigned to the Personnel (including Personnel of any Sub-contractor), including whether such Personnel are engaged on a full-time or part-time basis.
Supplier's Key Personnel	Records relating to the appointment and succession of the Key Personnel.
Sub-contracts	A list of all Sub-contracts it has entered into in respect of this Contract, including details as to the rights to terminate, assign (including whether the Sub-contract may be freely assigned to the Authority) and novate the Sub-contract, potentially price-affecting terms and any other information reasonably required to understand the nature, scope and purpose of such Sub-contracts and any potential risks to business continuity.
Assets and Intellectual Property	<p>A register which shall detail all Supplier Assets (including Intellectual Property Rights) used or created by the Supplier and/or its Personnel during the provision of the Services, including the value of such items and, where the item or rights referred to belong or are subject to the rights of a third party then:</p> <ul style="list-style-type: none"> a. the identity of such third party; b. details of the third party's rights; <ul style="list-style-type: none"> (i) details of the terms upon which the item or right has been made available to the Supplier (a copy of which may be disclosed to the Authority upon request); and (ii) any other information with the Authority should be made aware of in respect of such rights; and c. where the Supplier Asset is or comprises software, whether: <ul style="list-style-type: none"> (i) it is commercially available (from the Supplier or a third party);

Record	Description
	<p>(ii) not commercially available, but developed by the Supplier or a third party specifically for use in the Services; or</p> <p>(iii) not commercially available and not developed by the Supplier or a third party specifically for use in the Services.</p>
Premises	<p>A list of Supplier Premises and Accommodation used in the delivery of the Services and the premises of its Sub-contractors who perform Services on behalf of the Supplier, including:</p> <ul style="list-style-type: none"> a. the address of the premises; b. a brief description of the location; c. the nature of the premises used in connection with the Services; d. the Services carried out at the location; e. the hours of operation; and f. where relevant, the contact details of the landlord or other lessor of the property as applicable.
Accommodation Conditions	<p>A record of all relevant documentation relating to the Accommodation, including insurance certificates, records of house visits, house rules, maintenance records and records of compliance with statutory requirements such as PAT testing.</p>
Accommodation Visits	<p>A record of visits to each Accommodation property (both vacant and occupied), including unannounced visits to each occupied Accommodation property.</p>
Accommodation Incidents	<p>A written record, made within one (1) Working Day, notifying the Authority of any of the following incidents, with the exception of death and/or injury of a CAS3 Resident at any Accommodation (where the obligation shall be immediate):</p> <ul style="list-style-type: none"> a. where a CAS3 Resident is admitted to hospital; b. where a CAS3 Resident is subject to medical care and subsequently requires minor adjustments to be made to their Accommodation, c. in this Schedule, before the CAS3 Resident returns; or d. where a CAS3 Resident has medical needs which have not resulted in a visit or admission to hospital, but did result in police involvement. <p>All notifications shall also be captured in the Management Information provided by the Supplier to the Authority.</p>
Post-Accommodation Report	<p>A closing summary, written at the expiration of the Person on Probation's Accommodation Compact, detailing:</p>

Record	Description
	<ul style="list-style-type: none"> a. the Person on Probation's period of residence in the Accommodation; b. the support provided to and made use of by the Person on Probation; c. a description of the behaviour of the Person on Probation throughout the Accommodation Compact; and d. details of the Person on Probation's move-on accommodation, including address.
CAS3 Residents	A list of the CAS3 Residents who receive Accommodation under this Contract, including the information listed in section 2 of Annex 1 of this Schedule 7 (titled "Details of CAS3 Residents / Caseload").
Processes	Details of all processes and procedures (manually and electronically managed) used in connection with the performance and delivery of the Services.
Performance	All performance statistics and details of any performance issues and complaints relating to the Services.
Operational Manuals Service	All operational manuals prepared by the Supplier for the purpose of the provision of the Services.
Training	Details of all training materials used in connection with the performance and delivery of the Services.
Certification	All certificates, licences, registrations and warranties in each case obtained by the Supplier in relation to the provision of the Services.
Change Control Procedure Documentation	<p>Documents submitted by the Supplier pursuant to the Change Control Procedure.</p> <p>Evidence of all Contract Changes approved in accordance with the Change Control Procedure.</p>
Dispute Resolution	Documents submitted by the Supplier following invocation of the Dispute Resolution Procedure by either Party.
Disposal Records	Documents that record the secure disposal of Authority Materials and Deliverables, whether such disposal is effected by the Supplier or its Personnel.
Change of Control	Documents evidencing any change in ownership or control of the Supplier.
Financial Records	<p>The Open Book Accounts.</p> <p>Documents prepared by the Supplier in support of claims for payment of the Contract Price, including all invoices raised.</p>

Record	Description
	<p>Supplier and its Sub-contractors invoices and records related to applicable taxes.</p> <p>All expenditure that the Supplier anticipates incurring in respect of the provision of the Services and any funds held by the Supplier</p>
Legal	<p>Records required to be retained by the Supplier by Law, including in relation to health and safety matters and health and safety files and all consents.</p> <p>A list of any on-going and/or threatened disputes in relation to the Services (whether in respect of the Supplier or its Personnel)</p>
Security	All records concerning security incidents.
Risk	A register setting out all risk arising in connection of the Services.
Force Majeure	Documents prepared by the Supplier or received by the Supplier from a third party relating to a Force Majeure Event.
Free Services	A record of all services obtained at no charge from the Authority or any other government agency.
Personnel Data Protection Consents	Full written records of the consents and permissions obtained by the Supplier from the Supplier's Personnel to enable it to fulfil its obligations under Clause 16.
Personnel Security Clearance Consents	A record of the consents and permissions obtained by the Supplier relating to its Personnel's security clearances.
Personnel Monitoring Consents	An auditable record of the written confirmations from the Supplier's Personnel, made prior to their employment or engagement and each (12) Months thereafter, that they have accepted: 1) the Authority's IT Acceptable Use Policy and 2) that communications sent or received by means of an Authority approved secure HMG network may be intercepted and/or monitored.
Freedom of Information	A record of all information retained by the Supplier for disclosure pursuant to Clause 34.
Contact Record	A record of contact with each Person on Probation at the weekly support session and the actions agreed with the Person on Probation.
Attendance Failure Record	A record of the written warning issued by the Supplier to a Person on Probation for the latter's failure to attend a support session with the Supplier without a reasonable and acceptable explanation.
Information Sharing Record	A record of all information requested and/or shared with the policy by the Supplier.

Record	Description
Security Documentation	<p>Security documentation covering the scope of the Services as records under configuration control including, but not limited to:</p> <ul style="list-style-type: none"> (a) SyOPs for user, manager and administrator roles; (b) Policy documentation; (c) Security design and build/configuration documentation; (d) Security architecture documentation; and (e) Assurance (including security certifications, security tests etc) documentation.
Market Stewardship Principles – Complaints	A record of details of all issues arising out of complaints from suppliers that they have not received anticipated work (including volumes, where appropriate).
Market Stewardship Principles – Meetings	A record of details of the conduct of all meetings with members of the Supplier's supply chain.

ANNEX 4

RETENTION PERIODS

Save for any Personal Data, the supplier shall ensure that all documentation that relates to the performance of this Contract, the Services and any other matters in respect of which the Authority is granted a right of audit hereunder shall be retained for a period of six (6) years from the expiry or termination of this Contract.

The Supplier shall retain Personal Data only as long as is necessary to administer any outstanding claims or to comply with legal or regulatory obligations.

Termination of the Contract does not affect the continuing rights, remedies or obligations of the Authority or the Supplier.

SCHEDULE 8
FINANCIAL MODEL

[REDACTED]

SCHEDULE 9

CHANGE CONTROL PROCEDURE

1. GENERAL PRINCIPLES OF CHANGE CONTROL PROCEDURE

- 1.1 This Schedule sets out the procedure for dealing with changes to this Contract.
- 1.2 The Parties shall deal with Contract Change as follows:
- 1.2.1 either Party may request a Contract Change which they shall initiate by issuing a Change Request in accordance with Paragraph 3;
 - 1.2.2 unless this Contract otherwise requires, the Supplier shall assess and document the potential impact of a proposed Contract Change in accordance with Paragraph 4 before the Contract Change can be either approved or implemented;
 - 1.2.3 the Authority shall have the right to request amendments to a Change Request, approve it or reject it in the manner set out in Paragraph 5;
 - 1.2.4 the Supplier shall have the right to reject a Change Request solely in the manner and circumstances set out in Paragraph 6;
 - 1.2.5 save as otherwise provided in this Contract, no proposed Contract Change shall be implemented by the Supplier until a Change Authorisation Note has been signed and issued by the Authority in accordance with Paragraph 5.2 and the Contract Change has been approved by the Change Control Procedure Group (which will review the Change Request, Change Authorisation Note and Impact Assessment for each proposed Contract Change); and
 - 1.2.6 if a proposed Contract Change is a Fast-track Change, it shall be processed in accordance with Paragraph 7.
- 1.3 To the extent that any Contract Change requires testing and/or a programme for implementation, then the Parties shall specify the testing and/or programme for implementation required as part of the Change Authorisation Note, and, where appropriate, the Change Authorisation Note relating to such a Contract Change shall specify the milestones and milestone date(s) in respect of such Contract Change for the purposes of such procedures.
- 1.4 Until a Change Authorisation Note has been signed and issued by the Authority in accordance with Paragraph 5.2, then:
- 1.4.1 unless the Authority expressly agrees (or requires) otherwise in writing, the Supplier shall continue to supply the Services in accordance with the existing terms of this Contract as if the proposed Contract Change did not apply; and
 - 1.4.2 any discussions, negotiations or other communications which may take place between the Authority and the Supplier in connection with any proposed Contract Change, shall be without prejudice to each Party's other rights under this Contract.

2. COSTS

- 2.1 Subject to Paragraph 2.2
- 2.1.1 the costs of preparing each Change Request shall be borne by the Party making the Change Request; and
 - 2.1.2 the costs incurred by the Supplier in undertaking an Impact Assessment shall be borne by the Supplier.

- 2.2 Both Parties' costs incurred in respect of any use of this Change Control Procedure as a result of any error or Default by the Supplier shall be paid for by the Supplier.

3. CHANGE REQUEST

- 3.1 Either Party may issue a Change Request to the other Party at any time during the Contract Period. A Change Request shall be substantially in the form of Annex 1 of this Schedule 9 and state whether the Party issuing the Change Request considers the proposed Contract Change to be a Fast-track Change.
- 3.2 The Supplier shall prepare and provide to the Authority an Impact Assessment to the Authority as soon as is reasonably practicable but in any event within ten (10) Working Days of the date of issue of the Change Request.

4. IMPACT ASSESSMENT

- 4.1 Each Impact Assessment shall be completed accurately and comprehensively on the form of Annex 3 and shall include:
- 4.1.1 details of the proposed Contract Change including the reason for the Contract Change;
 - 4.1.2 details of the impact of the proposed Contract Change on the Services and the Supplier's ability to meet its other obligations under this Contract;
 - 4.1.3 variation to the terms of this Contract that will be required as a result of that impact;
 - 4.1.4 details of the cost of implementing the proposed Contract Change;
 - 4.1.5 details of the ongoing costs required by the proposed Contract Change when implemented, including any increase or decrease in the Contract Price, any alteration in the resources and/or expenditure required by either Party and any alteration to the working practices of either Party;
 - 4.1.6 a timetable for the implementation, together with any proposals for the testing of the Contract Change;
 - 4.1.7 details of how the proposed Contract Change will ensure compliance with any applicable Law; and
 - 4.1.8 such other information as the Authority may reasonably request in (or in response to) the Change Request.
- 4.2 If the Contract Change involves the processing or transfer of any Personal Data outside the United Kingdom, the preparation of the Impact Assessment shall also be subject to Clause 32.
- 4.3 Subject to the provisions of Paragraph 4.4, the Authority shall review the Impact Assessment and respond to the Supplier in accordance with Paragraph 5 within fifteen (15) Working Days of receiving the Impact Assessment.
- 4.4 If upon receipt of the Impact Assessment, the Authority reasonably considers that it requires further information regarding the proposed Contract Change so that it may properly evaluate the Change Request and the Impact Assessment, it shall notify the Supplier of this fact and detail the further information that it requires. The Supplier shall then re-issue the relevant Impact Assessment to the Authority within ten (10) Working Days of receiving such notification. At the Authority's discretion, the Parties may repeat the process described in this Paragraph 4.4 until the Authority is satisfied that it has sufficient information to properly evaluate the Change Request and Impact Assessment.
- 4.5 Subject to Paragraph 5 and Clause 25.1, the Supplier shall only be entitled to increase the Contract Price if it can demonstrate in the Impact Assessment to the Authority's satisfaction that

any additional costs have been actually, necessarily and reasonably incurred, it has taken all reasonably necessary steps to mitigate such additional costs, the proposed Contract Change requires additional resource and, in such event any change to the Contract Price resulting from a Contract Change (whether the change will cause an increase or decrease in the Authority's payment for the Services) will be strictly proportionate to the increase or decrease in the level of resources required for the provision of the Services. The calculation of costs for the purpose of Paragraphs 4.1.4 and 4.1.5 shall:

- 4.5.1 be based on the Open Book Accounts;
- 4.5.2 include estimated volumes of each type of resource to be employed;
- 4.5.3 include full disclosure of any assumptions underlying such Impact Assessment; and
- 4.5.4 include details of any new Sub-contracts necessary to accomplish the Contract Change.

5. CONTRACT CHANGE PROCEDURE GROUP'S RIGHT OF APPROVAL

- 5.1 Within fifteen (15) Working Days of receiving the Impact Assessment from the Supplier or within ten (10) Working Days of receiving the further information that it may request pursuant to Paragraph 4.4, the Authority shall provide to the Contract Change Procedure Group the Change Request and the Impact Assessment to evaluate and review. Following the Contract Change Procedure Group's review, the Authority shall do one of the following:
 - 5.1.1 approve the proposed Contract Change, in which case the Parties shall follow the procedure set out in Paragraph 5.2;
 - 5.1.2 in its absolute discretion reject the Contract Change, in which case it shall notify the Supplier of the rejection. If the Authority does reject a Contract Change, then it shall explain its reasons in writing to the Supplier as soon as is reasonably practicable following such rejection; or
 - 5.1.3 in the event that it reasonably believes that a Change Request or Impact Assessment contains errors or omissions, require the Supplier to modify the relevant document accordingly, in which event the Supplier shall make such modifications within five (5) Working Days of such request. Subject to Paragraph 4.4, on receiving the modified Change Request and/or Impact Assessment, the Authority shall approve or reject the proposed Contract Change within ten (10) Working Days.
- 5.2 If the Authority approves the proposed Contract Change pursuant to Paragraph 5.1 and it has not been rejected by the Supplier in accordance with Paragraph 6, then the Authority shall inform the Supplier and the Supplier shall prepare two (2) copies of a Change Authorisation Note which it shall sign and deliver to the Authority for its signature within ten (10) working days. Following receipt by the Authority of the Change Authorisation Note, it shall sign both copies and return one (1) copy to the Supplier. On the Authority's signature the Change Authorisation Note shall constitute (or, where the Authority has agreed to or required the implementation of a Contract Change prior to signature of a Change Authorisation Note, shall constitute confirmation of) a binding variation to this Contract.
- 5.3 If the Authority does not sign the Change Authorisation Note within ten (10) Working Days, then the Supplier shall have the right to notify the Authority and if the Authority does not sign the Change Authorisation Note within five (5) Working Days of such notification, then the Supplier may refer the matter to the Dispute Resolution Procedure.

6. SUPPLIER'S RIGHT OF APPROVAL

- 6.1 Following an Impact Assessment, if:
 - 6.1.1 the Supplier reasonably believes that any proposed Contract Change which is requested by the Authority would:

- a. materially and adversely affect the risks to the health and safety of any person; and/or
 - b. require the Services to be performed in a way that infringes any Law; and/or
- 6.1.2 the Supplier demonstrates to the Authority's reasonable satisfaction that the proposed Contract Change is technically impossible to implement and neither the Supplier Solution nor the Services Specification state that the Supplier does have the technical capacity and flexibility required to implement the proposed Contract Change;

then the Supplier shall be entitled to reject the proposed Contract Change and shall notify the Authority of its reasons for doing so within five (5) Working Days after the date on which it is obliged to deliver the Impact Assessment pursuant to Paragraph 3.2.

7. FAST-TRACK CHANGES

- 7.1 The Parties acknowledge that to ensure operational efficiency there may be circumstances where it is desirable to expedite the processes set out above.

If:

- 7.1.1 the total number of Contract Changes in relation to which this Fast-track Change procedure has been applied does not exceed 4 in any twelve (12) Month period; and
- 7.1.2 both Parties agree the value of the proposed Contract Change over the remaining Contract Period does not exceed £10,000 and the proposed Contract Change is not significant (as determined by the Authority acting reasonably),

then the Parties shall confirm to each other in writing that they shall use the process set out in Paragraphs 3, 4, 5 and 6 but with reduced timescales, such that any period of fifteen (15) Working Days is reduced to five (5) Working Days, any period of ten (10) Working Days is reduced to two (2) Working Days and any period of five (5) Working Days is reduced to one (1) Working Day.

- 7.2 The Parties may agree in writing to revise the parameters set out in Paragraph 7.1 from time to time or that the Fast-track Change procedure shall be used in relation to a particular Contract Change notwithstanding that the total number of Contract Changes to which such procedure is applied will then exceed 4 in a twelve (12) Month period.

ANNEX 1**Change Request**

CR NO.:	TITLE:	TYPE OF CHANGE:
CONTRACT	REQUIRED BY DATE	
ACTION:	NAME:	DATE:
RAISED BY:		
AREA(S) IMPACTED:		
ASSIGNED FOR IMPACT ASSESSMENT BY:		
ASSIGNED FOR IMPACT ASSESSMENT TO:		
SUPPLIER REFERENCE NO.:		
FULL DESCRIPTION OF REQUESTED CONTRACT CHANGE (INCLUDING PROPOSED CHANGES TO THE WORDING OF THE CONTRACT):		
DETAILS OF ANY PROPOSED ALTERNATIVE SCENARIOS:		
REASONS FOR AND BENEFITS AND DISADVANTAGES OF REQUESTED CONTRACT CHANGE:		
SIGNATURE OF REQUESTING CHANGE OWNER:		
DATE OF REQUEST:		

ANNEX 2

Change Authorisation Note

CR NO.:	TITLE:	DATE RAISED:
CONTRACT:	TYPE OF CHANGE:	REQUIRED BY DATE:
MILESTONES (IF ANY) AND ASSOCIATED MILESTONE DATE:		
DETAILED DESCRIPTION OF CONTRACT CHANGE FOR WHICH IMPACT ASSESSMENT IS BEING PREPARED AND WORDING OF RELATED CHANGES TO THE CONTRACT:		
PROPOSED ADJUSTMENT TO THE CONTRACT PRICE RESULTING FROM THE CONTRACT CHANGE:		
DETAILS OF PROPOSED ONE-OFF ADDITIONAL CHARGES AND MEANS FOR DETERMINING THESE:		
SIGNED ON BEHALF OF THE AUTHORITY		SIGNED ON BEHALF OF THE SUPPLIER
SIGNATURE:		SIGNATURE:
NAME:		NAME:
POSITION:		POSITION:
DATE:		DATE:

ANNEX 3
Impact Assessment

CHANGE REQUEST NUMBER:	ISSUED BY:	ISSUE DATE:
ISSUED TO:	REQUIRED BY DATE:	
AREA(S) IMPACTED / TYPE OF CHANGE:		
DETAILS OF THE PROPOSED CONTRACT CHANGE INCLUDING THE REASON FOR THE CONTRACT CHANGE:		
DETAILS OF THE IMPACT OF THE CHANGE REQUEST ON THE SERVICES AND THE SUPPLIERS ABILITY TO MEET ITS OTHER OBLIGATIONS UNDER THIS CONTRACT:		
DETAIL ANY VARIATION TO THE TERMS OF THE CONTRACT THAT WILL BE REQUIRED AS WELL AS A RESULT OF THE IMPACT:		
DETAIL THE COST OF IMPLEMENTING THE PROPOSED CONTRACT CHANGE:		
DETAIL OF THE ON-GOING COSTS REQUIRED BY THE PROPOSED CONTRACT CHANGE WHEN IMPLEMENTED, INCLUDING ANY INCREASE OR DECREASE IN THE CONTRACT PRICE, ANY ALTERATION IN THE RESOURCES AND/OR EXPENDITURE REQUIRED BY EITHER PARTY AND ANY ALTERATION TO THE WORKING PRACTICES OF EITHER PARTY:		
TIMETABLE FOR THE IMPLEMENTATION, TOGETHER WITH ANY PROPOSALS FOR THE TESTING OF THE CONTRACT CHANGE:		
DETAILS OF HOW THE PROPOSED CONTRACT CHANGE WILL ENSURE COMPLIANCE WITH ANY APPLICABLE LAW:		
ANY SUCH OTHER INFORMATION AS THE AUTHORITY MAY REASONABLY REQUEST IN (OR IN RESPONSE TO) THE CHANGE REQUEST:		
CONFIRMATION IF THE CONTRACT CHANGE INVOLVES THE PROCESSING OR TRANSFER OF ANY PERSONAL DATA OUTSIDE OF THE UNITED KINGDOM. IF YES, DETAILS ARE REQUIRED ON HOW THIS IMPACT ASSESSMENT HAS BEEN PREPARED IN ACCORDANCE WITH CLAUSE 32:		

ANY OTHER INFORMATION TO BE ASSESSED:		
COMPLETED IMPACT ASSESSMENT SUBMITTED BY:	COMPLETED IMPACT ASSESSMENT SUBMITTED TO:	COMPLETED IMPACT ASSESSMENT ISSUE DATE:
RESPONSE TO THE IMPACT ASSESSMENT FOLLOWING CHANGE PROCESS GROUP:		
APPROVED BY:	DATE APPROVED:	
CHANGE REQUEST TO BE PROGRESSED/AMENDED:	DATE CHANGE REQUEST ACTION PROGRESSED:	

SCHEDULE 10

INSURANCES

1. OBLIGATION TO MAINTAIN INSURANCES

1. Without prejudice to its obligations to the Authority under this Contract, including its indemnity obligations, for the periods specified in this Schedule 10 the Supplier shall take out and maintain, or procure the taking out and maintenance of the insurances as set out in Annex 1 to this Schedule 10 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 date on which the relevant risk commences.
2. The Insurances shall be maintained in accordance with Good Industry Practice and (so far as is reasonably practicable) on terms no less favourable than those generally available to a prudent supplier in respect of risks insured in the international insurance market from time to time.
3. The Insurances shall be taken out and maintained with insurers who are:
 1. of good financial standing;
 2. appropriately regulated; and
 3. of good repute in the international insurance market.
4. The Supplier shall ensure that the public and products liability and employer's liability insurance policies shall each contain an indemnity to principals clause under which the Authority shall be indemnified in respect of claims made against the Authority in respect of death or bodily injury or third party property damage arising out of or in connection with the Services and for which the Supplier is legally liable.

2. GENERAL OBLIGATIONS

1. Without limiting the other provisions of this Contract, the Supplier shall:
 1. take or procure the taking of all reasonable risk management and risk control measures in relation to the Services as it would be reasonable to expect of a prudent supplier acting in accordance with Good Industry Practice, including the investigation and reports of relevant claims to insurers;
 2. promptly notify the insurers in writing of any relevant material fact under any Insurances of which the Supplier is or becomes aware; and
 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. FAILURE TO INSURE

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

4. EVIDENCE OF INSURANCES

1. The Supplier shall on or before the Commencement Date and within fifteen (15) Working Days after the renewal or replacement of each of the Insurances, provide evidence, in a form satisfactory to the Authority, that the Insurances are in force and effect and meet in full the requirements of this Schedule. Receipt of such evidence by the Authority shall not in itself constitute acceptance by the Authority or relieve the Supplier of any of its liabilities and obligations under this Contract.

5. CANCELLATION

1. The Supplier shall notify the Authority in writing at least five (5) Working Days prior to the cancellation, suspension, termination or non-renewal of any of the Insurances.
2. Without prejudice to the Supplier's obligations under Paragraph 3, Paragraph 5.1 shall not apply where the termination of any Insurance occurs purely as a result of a change of insurer in respect of any of the Insurances required to be taken out and maintained in accordance with this Schedule.

6. INSURANCE CLAIMS

1. The Supplier shall promptly notify to insurers any matter arising from, or in relation to, the Services and/or this Contract for which it may be entitled to claim under any of the Insurances. In the event that the Authority receives a claim relating to or arising out of the Services and/or this Contract, the Supplier shall co-operate with the Authority and assist it in dealing with such claims at its own expense including without limitation providing information and documentation in a timely manner.
2. Except where the Authority is the claimant party, the Supplier shall give the Authority notice within twenty (20) Working Days after any insurance claim relating to or arising out of the provision of the Services 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 Authority) full details of the incident giving rise to the claim.
3. Where any Insurance requires payment of a premium, the Supplier shall be liable for and shall promptly pay such premium.
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 Authority any sum paid by way of excess or deductible under the Insurances whether under the terms of this Contract or otherwise.

ANNEX 1

PART A: THIRD PARTY PUBLIC AND PRODUCTS LIABILITY INSURANCE

1. INSURED

Supplier

2. INTEREST

To indemnify the insured (as specified in paragraph 1) in respect of all sums which the insured shall become legally liable to pay, whether contractually or otherwise, (including claimant's costs and expenses) as damages in respect of accidental:

- i. death or bodily injury to or sickness, illness or disease contracted by any person; and
- ii. loss of or damage to property;

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

3. LIMIT OF INDEMNITY

Not less than ten million pounds (£10,000,000) in respect of any one occurrence, the number of occurrences being unlimited in any annual policy period and in respect of products and pollution liability (to the extent insured by the relevant policy), not less than ten million pounds (£10,000,000) in any one occurrence and in the aggregate per annum.

4. TERRITORIAL LIMITS

United Kingdom

5. PERIOD OF INSURANCE

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

6. COVER FEATURES AND EXTENSIONS

- a. Indemnity to principals clause (or additional insureds equivalent).
- b. Infringement of privacy and wrongful arrest.
- c. Cross liability clause.
- d. Legal defence costs.
- e. Health & Safety at work Act(s) clause.
- f. Data protection legislation clause.
- g. Defective Premises Act clause.
- h. Defence appeal and prosecution costs relating to the Corporate Manslaughter and Corporate Homicide Act.

7. PRINCIPAL EXCLUSIONS

- a. War and related perils.
- b. Nuclear and radioactive risks.
- c. Liability for death, illness, disease or bodily injury sustained by employees of the insured arising out of the course of their employment
- d. Liability arising out of the use of mechanically propelled vehicles whilst required to be compulsorily insured by applicable Law in respect of such vehicles.
- e. Liability in respect of predetermined penalties or service credits imposed under any contract entered into by the insured.
- f. 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.
- g. Liability arising from the ownership, possession or use of any aircraft or marine vessel.

- h. Liability arising from seepage and pollution unless caused by a sudden, unintended and unexpected occurrence.

PART B: UNITED KINGDOM COMPULSORY INSURANCES

1. UNITED KINGDOM COMPULSORY INSURANCES

The Supplier shall meet its United Kingdom and any other relevant statutory insurance obligations in full, including employer's liability insurance and motor third party liability insurance. Insurances are required to comply with all statutory requirements.

SCHEDULE 11
EXIT / HANDBACK PROVISIONS

1. INTRODUCTION

- 1.1 This Schedule, together with any approved Exit Plan, sets out the Parties' respective obligations and responsibilities with regard to the transfer of the Services from the Supplier to the Authority and/or Replacement Supplier(s).
- 1.2 The Parties agree the primary objective of this Schedule, together with any approved Exit Plan, is to ensure the smooth and efficient transfer of the Services (whether in whole or in a number of parts) to the Authority and/or Replacement Supplier(s).
- 1.3 The Supplier acknowledges and agrees that, upon termination or expiry, the Services may transfer to any or all of the Authority and/or Replacement Supplier(s).

2. EXIT RESOURCING

- 2.1 In readiness of the commencement of the Exit Period:
 - 2.1.1 each Party shall appoint a suitably skilled and experienced Exit Manager who shall be responsible for, and dedicated to, co-ordinating and managing all aspects of each Party's obligations under the approved Exit Plan. In respect of the Supplier's Exit Manager, such individual shall be a member of Key Personnel; and
 - 2.1.2 the Supplier shall procure that its Exit Manager shall be assisted by an appropriately skilled Exit Team who shall assist in all aspects of the Supplier's responsibilities and obligations with regard to the approved Exit Plan, each of whom shall be considered a member of Key Personnel.

3. CHARGES FOR EXIT SERVICES

- 3.1 The Parties agree that no charges, fees and/or other costs shall be payable to the Supplier by the Authority for the provision of the Exit Services (including where such additional Exit Services are required during the Exit Period), nor shall the Supplier seek to recover any of the same from the Replacement Suppliers.

4. EXIT GOVERNANCE

- 4.1 During the Exit Period, the Supplier shall ensure that all necessary Personnel attend the governance meetings described in this Paragraph 4.
- 4.2 The Authority may change the attendees and the frequency of any of the governance meetings set out in this Paragraph 4 at any point during the Exit Period by notifying the Supplier in writing.
- 4.3 The Exit Project Board:
 - 4.3.1 shall be attended by:
 - (a) each Party's respective Exit Manager;
 - (b) each Party's senior account director responsible for exit; and
 - (c) any other representatives or other third party's the Authority may wish to invite, including senior representatives of the Replacement Supplier(s).
 - 4.3.2 shall meet within one (1) week of the Exit Period and Monthly thereafter during the Exit Period at dates and times to be agreed between the Parties;

4.3.3 shall:

- (a) monitor and oversee the Exit Services;
- (b) review risks and issues and associated remediation and mitigation plans escalated to it from the Exit Working Group;
- (c) consider requests by the Supplier to amend the Exit Plan(s) (whether in draft or in final form) and refer such requests to the Authority for Approval; and
- (d) have reported to it by the Supplier achievement of the Exit Milestones.

4.4 The Exit Working Group:

4.4.1 shall be attended by:

- (a) each Party's Exit Manager and members of the Exit Team with appropriate knowledge and expertise (including workstream leads and specialists); and
- (b) a representative of any Replacement Supplier(s).

4.4.2 shall meet within one (1) week of the commencement of the Exit Period and weekly thereafter during the Exit Period at dates and times

4.4.3 by the Authority;

4.4.4 shall review:

- (a) progress against the Exit Plan and Exit Milestones;
- (b) consider risks and issues notified to it by either Party; and
- (c) consider remediation and mitigation plans to address such risks and issues and, as appropriate, escalate such matters to the Transition Project Board.

5. DRAFT EXIT PLAN

5.1 The Supplier shall, within the first six (6) Months of the Commencement Date, prepare a detailed draft Exit Plan in respect of the transfer of the Services to the Authority and/or Replacement Supplier(s) for Approval by the Authority (such Approval not to be unreasonably withheld or delayed).

5.2 The draft Exit Plan shall include as a minimum:

5.2.1 an outline timetable to ensure the orderly transfer of the Services, including anticipated Exit Milestones;

5.2.2 a description of the anticipated Exit Services the Supplier shall provide to ensure the orderly transfer of the Services to the Authority and/or Replacement Supplier(s), including details of the processes, documentation, data transfer, systems migration and security related issues (including issues related to the security clearance of Supplier's Personnel) in respect of and arising as a result of the transfer;

5.2.3 in addition to that which is set out in Paragraph 5, a list of the types of information the Supplier shall provide during the Exit Period with an indicative timetable of when such information will be provided;

5.2.4 details of which of the Supplier's Personnel will or may transfer to the Authority and/or any Replacement Supplier(s), including an indicative timetable for the provision of information relating to Supplier's Personnel engaged in providing the Services; and

- 5.2.5 details of all final reports, audits and reconciliations to be carried out in relation to the Services, including those related to CAS3 Resident records and outstanding Housing Benefit (or equivalent social security benefit).
- 5.3 As soon as reasonably practicable after the Supplier submits the draft Exit Plan to the Authority and in any event (unless otherwise agreed in writing by the Parties) within five (5) Working Days, the Parties shall meet in order to review the draft Exit Plan with a view to the Authority approving its contents (such Approval not to be unreasonably withheld or delayed).
- 5.4 If the Authority does not approve the draft Exit Plan, the Supplier shall amend the draft Exit Plan to take account of all reasonable suggestions made by the Authority and, subject to Paragraph 5.5, this Paragraph 5.4 together with Paragraph 5.3 shall be repeated until the Parties agree to the draft Exit Plan.
- 5.5 The Parties agree that the process set out in Paragraph 5.3 and 5.4 shall not be repeated any more than three (3) instances. If the draft Exit Plan is not approved by the Authority in such time-scale or the draft Exit Plan has not been approved by the Authority within eight (8) Months of the Commencement Date, the matter shall be referred to the Dispute Resolution Procedure.
- 5.6 Following Approval of the draft Exit Plan by the Authority, the Supplier shall, throughout the Contract Period at not less than once per Contract Year, review the draft Exit Plan so to identify any changes which may be needed to reflect the then-current nature of the Services. Any changes required to the draft Exit Plan prior to the commencement of the Exit Period must be approved by the Change Control Procedure as a Contract Change.

6. FINALISATION OF EXIT PLAN

- 6.1 Within five (5) Working Days following the commencement of the Exit Period (or each Exit Period if this Contract is terminated in part), or such other date the Parties may agree in writing, the Supplier shall deliver to the Authority for Approval a detailed Exit Plan in final form that could be implemented immediately for the orderly, timely and efficient transfer of the Services (or part thereof) from the Supplier to the Authority and/or the Replacement Supplier(s).
- 6.2 The proposed final draft Exit Plan will be based on the approved draft Exit Plan that has been prepared and maintained under Paragraph 5, revised so that it reflects the particular requirements of the circumstances of the exit in question, including where only part of the Services are expiring or are being terminated. Under the proposed final draft Exit Plan, the Supplier shall provide a level of information, assistance and commercial protection to the Authority which is no less than that provided under the draft Exit Plan prepared and maintained under Paragraph 5.
- 6.3 The Authority agrees it shall provide, and shall direct any Replacement Supplier(s) to provide, any necessary information that the Supplier may reasonably request in order to enable the Supplier to finalise the Exit Plan.
- 6.4 As soon as reasonably practicable after the Supplier has submitted the proposed final draft Exit Plan to the Authority and, in any event, (unless otherwise agreed by the Parties) no later than five (5) Working Days after its submission, the Parties shall meet to review the final draft Exit Plan.
- 6.5 The Authority shall be entitled to invite any Replacement Supplier(s) to join the meeting held in accordance with Paragraph 6.4 and the Supplier agrees it shall actively participate and co-operate with any Replacement Supplier(s) during such meeting(s). The Supplier shall promptly amend the proposed final draft Exit Plan to take account of any reasonable suggestions made by the Authority and/or any Replacement Supplier(s) and re-submit the proposed final draft Exit Plan to the Authority for Approval within two (2) Working Days (or such other period as the Parties may agree in writing) of that meeting.
- 6.6 If the Authority is unable to approve the proposed final draft Exit Plan within ten (10) Working Days of the date on which it was initially submitted to the Authority, the matter shall be referred to

the Dispute Resolution Procedure. Until the agreement of the final draft Exit Plan, the Supplier shall provide the Exit Services in accordance with the principles set out in this Schedule and the last approved version of the Exit Plan (insofar as relevant).

- 6.7 In addition to those requirements set out in Paragraph 5.1, the final draft Exit Plan (or each final draft Exit Plan in the case the Services are expiring or being terminated in part) shall include:
- 6.7.1 where only part of the Services are being terminated or expiring, a description of those Services;
 - 6.7.2 the anticipated length of the Exit Period (which shall not exceed twelve (12) calendar Months from commencement of the Exit Period);
 - 6.7.3 the timetable for the transfer of the Services (or part thereof), including the Exit Milestones;
 - 6.7.4 details of the Exit Services the Supplier shall provide to the Authority and/or Replacement Supplier(s);
 - 6.7.5 details of the information and documentation to be provided by the Supplier to the Authority and any Replacement Supplier(s) to enable the successful transfer of the Services;
 - 6.7.6 the Deliverables arising from and in respect of the Exit Services;
 - 6.7.7 an impact assessment setting out the impact of:
 - (d) the expiry or termination of the part of the Services on any remaining Services; and
 - (e) the Exit Services upon the Services;
 - 6.7.8 details of and roles and responsibilities in respect of Supplier's Personnel that will perform the Exit Services (including those who will act as Key Personnel);
 - 6.7.9 a timetable for the provision by the Supplier of information on any of its Personnel who are in-scope to transfer with Services (or part thereof);
 - 6.7.10 details of any tasks to be performed by the Authority and/or any Other Supplier(s) which are reasonably necessary in order for the Supplier to perform its own obligations in respect of the Exit Services;
 - 6.7.11 the arrangements for the provision of reports detailing progress towards completion of all tasks comprising the Exit Services by reference to the Exit Milestones and any other timetables set out in the Exit Plan;
 - 6.7.12 the arrangements for the transfer of the Authority Materials and Deliverables to the Authority and/or (if so directed by the Authority) the Replacement Supplier(s) and/or any Other Supplier(s);
 - 6.7.13 a list of Supplier Equipment and agreements which are relevant to the Services to which the Exit Services relate and the proposed arrangements to ensure those agreements are transferred, novated or assigned to the Authority, a Replacement Supplier(s) and/or Other Supplier(s) in a timely manner (if and as required by the Authority);
 - 6.7.14 the arrangements for the removal of Supplier Equipment from the Accommodation to extent such Supplier Equipment is not transferred to the Authority, Replacement Supplier(s) and/or Other Supplier(s) in accordance with this Schedule;

- 6.7.15 a register of risks which may arise during the provision of the Exit Services and an explanation as to how those risks shall be mitigated;
 - 6.7.16 details as to how the Authority may verify completion of the Exit Services;
 - 6.7.17 details explaining the process of knowledge transfer to the Authority and any Replacement Supplier(s); and
 - 6.7.18 a summary of which Accommodation the Supplier reasonably anticipates will / will not be available for use in connection with the Replacement Services.
- 6.8 Where the Services subject to the Exit Plan are to be transitioned to Replacement Supplier(s), if the Replacement Supplier(s) are not appointed by the time that the Exit Plan is approved by the Authority, upon the appointment of the Replacement Supplier(s), then the Parties and the Replacement Supplier(s) shall promptly meet to review the approved Exit Plan so the Authority may approve in writing any changes that are required to the Exit Plan, having regards to the methods, process and strategy to be used by the Replacement Supplier for the transfer of responsibility of the Services.
- 6.9 Following Approval of the final draft Exit Plan by the Authority, the Supplier shall, throughout the Exit Period, review the approved Exit Plan so to identify any changes which may be needed to reflect the then-current nature of the Exit Services and the Authority's own plans with regard to the transition of the Services (or part thereof) to the Authority and/or the Replacement Suppliers. Any changes required to the approved Exit Plan must be promptly submitted, via the Exit Project Board, to the Authority for Approval (and not via the Change Control Procedure).

7. INFORMATION

- 7.1 The Supplier shall promptly, and in any event within two (2) weeks of the Authority's Approval of each Exit Plan, provide to the Authority (in such format as the it may reasonably require) an up-to-date set of the records compiled by the Supplier under this Contract and all other information necessary to enable an orderly, timely and efficient transfer of the Services (or part thereof) to the Authority and/or a Replacement Supplier(s), including those records maintained in accordance with Schedule 7 and a list of current work in progress, which contains:
- 7.1.1 a full and accurate description of the work;
 - 7.1.2 all project records and status reports;
 - 7.1.3 full and accurate details of uncompleted work and Deliverables; and
 - 7.1.4 an accurate estimate of the time to be taken to complete the uncompleted work and Deliverables.
- 7.2 During the Exit Period, the Supplier shall promptly update the Authority and, where so directed, any Replacement Suppliers, each time there are any changes to the information which has been provided to the Authority and/or any Replacement Supplier(s) in accordance with this Paragraph 7.

8. EXIT SERVICES

- 8.1 During the Exit Period, the Supplier shall:
- 8.1.1 provide Exit Services to the Authority in accordance with the approved Exit Plan(s) and this Contract;
 - 8.1.2 continue to provide the Services to the Authority in accordance with this Contract, save to extent the Parties expressly agree otherwise in the approved Exit Plan(s); and
 - 8.1.3 achieve each Exit Milestone by the associated Exit Milestone Date.

- 8.2 Subject to Paragraph 8.1.2, the Supplier shall ensure that the provision of Exit Services will not have any adverse effect on the continuity and quality of any other Services provided by the Supplier during the Exit Period.
- 8.3 The Supplier shall be responsible for the maintenance of all documents relating to the Exit Plan, including:
- 8.3.1 documents which track progress against the Exit Milestones; and
 - 8.3.2 a register of risks and issues relating to the Exit Services.
- 8.4 Where the Supplier becomes aware of a risk or issue relating to the Exit Services, including:
- 8.4.1 an actual or anticipated delay to the completion of an Exit Milestone; and/or
 - 8.4.2 the actual or anticipated unavailability of any Accommodation for use in connection with the Replacement Services,
- it shall immediately notify the Authority in writing.
- 8.5 As soon as reasonably practicable and in any event within five (5) Working Days following a risk or issue being notified in accordance with Paragraph 8.4, the Supplier shall provide the Authority with:
- 8.5.1 a plan of action to mitigate any risks or issues identified in accordance with Paragraph 8.4;
 - 8.5.2 a rigorous timetable for implementing the plan of action to resolve the risk or issue;
 - 8.5.3 an indication on whether any change to the Exit Milestones or associated Exit Milestone Dates is required to mitigate the risk or resolve the issue and any details relating to such change; and
 - 8.5.4 a recommendation on whether or not escalation is required to the Exit Project Board.
- 8.6 During the Exit Period, the Supplier shall not, without the prior Approval of the Authority embark on any actions in respect of the Services that fall outside the ordinary course of business.
- 8.7 In addition to those Exit Services set out in the approved Exit Plan, the Supplier shall, to the extent applicable to the Services that the approved Exit Plan is in respect of:
- 8.7.1 provide to the Authority, the Replacement Supplier(s) and Other Supplier(s) any reasonable assistance requested to allow the Services to continue without interruption following the termination or expiry of this Contract (whether in whole or in part) and to facilitate the orderly transfer of responsibility for and conduct of the Services to the Authority and/or any Replacement Suppliers;
 - 8.7.2 provide knowledge transfer to the Authority and the Replacement Supplier(s) as reasonably required relating to the processes and procedures used by the Supplier in performing the Services and, any other information, procedures, methods, tools and systems and knowledge sharing which would enable the Authority and any Replacement Supplier(s) to operate and deliver services similar to the Services, subject to such terms as agreed between the Parties in the approved Exit Plan as to the scope of the knowledge transfer that is to take place, when it is to occur and which Personnel are to be involved;
 - 8.7.3 provide clarification on any matter or issue upon which clarification is reasonably requested by the Authority and/or any Replacement Supplier(s) or proposed replacement supplier(s);

- 8.7.4 allow the Authority's Personnel and the personnel of any Replacement Supplier(s) to shadow the Supplier's Personnel;
- 8.7.5 at the Authority's request and, subject to Paragraph 10.2 at no cost to the Authority and/or the Replacement Supplier(s) or Other Supplier(s), promptly transfer, novate or assign to the Authority or, if requested by the Authority, to the Replacement Supplier(s) and/or an Other Supplier(s):
- (a) any agreement between the Supplier and any third parties that are relevant to the receipt of the Services by the Authority (**Transferring Contracts**); and/or
 - (b) any Supplier Equipment (**Transferring Supplier Equipment**),
- and, in doing so, execute such documents and provide such other assistance as the Authority may require to effect such transfer, novation or assignment; and
- 8.7.6 where notified by the Authority that the Authority and/or any Replacement Supplier(s) or Other Supplier(s) require continued use of any Supplier Assets (and to the extent that, where the relevant Supplier Asset is within the scope of Paragraph 8.7.5, the Authority has not exercised its rights under that Paragraph), promptly procure, at no cost to the Authority and/or the Replacement Supplier(s) or Other Supplier(s), a non-exclusive, perpetual, royalty-free licence (or licence on such other terms that have been agreed by the Authority) for the Authority and/or the Replacement Supplier(s) or Other Supplier(s) to use such Supplier Assets (with a right of sub-licence or assignment on the same terms).
- 8.8 Where requested by the Authority, its Replacement Supplier(s) and/or Other Supplier(s), the Supplier shall provide all reasonable assistance to the Authority, its Replacement Supplier(s) and/or Other Supplier(s) to enable it to determine:
- 8.8.1 which Transferring Contracts and Transferring Supplier Equipment the Authority, its Replacement Supplier(s) and/or Other Supplier(s) require to be transferred in accordance with Paragraph 8.7.5; and
 - 8.8.2 which Supplier Assets the Authority and/or any Replacement Supplier(s) or Other Supplier(s) require to be licensed in accordance with Paragraph 8.7.6.
- 8.9 At the end of the Exit Period (or earlier if this does not adversely affect the performance or receipt of the Services and the Exit Services):
- 8.9.1 the Supplier shall and shall procure its Personnel shall:
- (a) promptly return all the Authority Materials and Confidential Information of the Authority (and all copies thereof) which the Supplier and/or its Personnel have acquired under or as a result of this Contract or (if so directed) to any other third party in the format and media requested;
 - (b) deliver the Deliverables (and all copies thereof) to the Authority or (if so directed by the Authority) to any other third party in the format and media requested; and
 - (c) destroy all information, data and records it is required to retain under this Contract upon the earlier of:
 - i. the expiry of the applicable Retention Period;
 - ii. the written request of the Authority,
 and thereafter, certify that it and its Personnel have done so.

- 8.10 In the event that the approved Exit Plan only relates to partial termination of the Services, the obligations set out in Paragraph 8.8 shall only apply to the extent necessary to ensure the proper and orderly return of each Party's property in respect of those Services then being terminated.
- 8.11 In satisfying Paragraph 8.9, the Supplier shall ensure the confidentiality, integrity and security of the subject matter being returned and shall return such items in the format reasonably requested.

9. POST EXIT ASSISTANCE

- 9.1 Following the Exit Period, the Supplier shall provide to the Authority and any Replacement Supplier(s) reasonable access to:
- 9.1.1 such information and documentation relating to the Services that is in it or its Personnel's possession or control, including the right to take reasonable copies of that material; and
- 9.1.2 such members of the Supplier's Personnel who have been involved in the provision or management of the Services.

10. TRANSFERRING CONTRACTS AND SUPPLIER EQUIPMENT

- 10.1 The Supplier shall hold any Transferring Contracts on trust for the Authority until such time as the transfer of the relevant Transferring Contract to the Authority, Replacement Supplier(s) and/or Other Supplier(s) has been effected.
- 10.2 All outgoings and expenses (including any remuneration due) and all rents, royalties and other periodical payments receivable in respect of the Transferring Supplier Equipment and Transferring Contracts shall be apportioned between the Authority and the Supplier, the Replacement Supplier(s) and/or Other Supplier(s) and the Supplier (as applicable) as follows:
- 10.2.1 the amounts shall be annualised and divided by 365 to reach a daily rate;
- 10.2.2 the Authority shall be responsible for (or shall use its reasonable endeavours to procure that the Replacement Supplier(s) and/or Other Supplier(s) 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
- 10.2.3 the Supplier shall be responsible for or entitled to (as the case may be) the rest of the invoice.
- 10.3 Each Party shall pay (and/or the Authority shall use its reasonable endeavours to procure that the Replacement Supplier(s) and/or Other Supplier(s) shall pay) any monies due under Paragraph 10.2 as soon as reasonably practicable.
- 10.4 The Supplier shall on demand indemnify the Authority and keep it indemnified and hold it harmless from and against all Losses which the Authority, any Replacement Supplier(s) and/or Other Supplier(s) may incur as a result of any claims made by a counterparty to a Transferring Contract which is assigned or novated to the Authority, any Replacement Supplier(s) and/or Other Supplier(s) pursuant to Paragraph 8.7.5 in relation to any matters arising prior to the date of assignment or novation of such Transferring Contract.
- 10.5 The Authority shall use its reasonable endeavours to procure that the Replacement Supplier(s) and/or Other Supplier(s) that is assigned or novated any Transferring Contract shall, on demand indemnify the Supplier and keep it indemnified and hold it harmless from and against all Losses which the Supplier may incur as a result of any claims made by a counterparty to a Transferring Contract which is assigned or novated to the Replacement Supplier(s) and/or Other Supplier(s) pursuant to Paragraph 8.7.5 in relation to any matters arising following the date of assignment or novation of such Transferring Contract.

- 10.6 Title and risk in the Transferring Supplier Equipment shall pass to the Authority, the Replacement Supplier(s) and/or Other Supplier(s) (as appropriate) at the end of the relevant Exit Period unless such earlier date is agreed between the relevant parties in writing.

11. SUCCESSION

- 11.1 Where used in this Paragraph 11, "Information" means any written or oral information which is material in detail or in substance and which describes the nature of any of the Services or the method by which those Services are performed by the Supplier.
- 11.2 On written notice of the Authority of the fact that the Authority is evaluating its options to terminate this Contract (whether in whole or in part) or, in any event, in readiness of expiry of this Contract including where the Authority proposes to re-tender the Services or any part of the Services (the **Tender Process**), the Supplier shall provide to the Authority such Information and other co-operation regarding the Supplier's provision of the Services (as and when reasonably requested by the Authority) as would be reasonably necessary for the Authority and any other competent third party to:
- 11.2.1 in respect of the Authority, evaluate its options for termination and any re-procurement of the Services;
 - 11.2.2 prepare an informed, non-qualified offer for those Services; and
 - 11.2.3 not be disadvantaged compared to the Supplier (if the Supplier is invited or eligible to participate in any Tender Process) in respect of access to information regarding the Services and the manner in which such requirements are met at the time of the Tender Process.
- 11.3 The Supplier shall provide such Information as soon as reasonably possible following a request by the Authority and in any event within five (5) Working Days of such request.
- 11.4 The Supplier shall provide all reasonable assistance in connection with any due diligence exercises to be carried out by any potential Replacement Supplier(s).
- 11.5 The lists and information to be compiled and/or provided pursuant to this Paragraph 11 may be used by the Authority for its, or any potential Replacement Supplier(s), information and may be disclosed by the Authority to potential Replacement Supplier(s) and other third parties as part of its Tender Process, provided that the Authority agrees, where reasonably necessary, it shall use its reasonable endeavours to procure such third party's agreement in respect of confidentiality).

SCHEDULE 12

INFORMATION SECURITY

1. PURPOSE

- 1.1 This Schedule conveys the spirit and principles of the minimum information security requirements required of the Supplier by the Authority while the Supplier, its Sub-contractors, Sub-processors and supply-chain are in possession of, or maintains access to, Authority Data, information or systems.
- 1.2 Due to the constant nature of evolving informational risk threats, these requirements convey principles in lieu of an exhaustive and complete description of all possible definable requirements. The Supplier is required to create and maintain a proportional and holistic approach to information security in order to appropriately safeguard Authority Materials, including Supplier generated data or information, in relation to the fulfilment of this Agreement.
- 1.3 The Supplier must continuously review and improve its approach to information security to ensure any associated controls or defences are appropriate, modern, current and proportional, in order to adequately protect and assure data or information at any point in time.
- 1.4 The Supplier must take all reasonable measures to ensure it (and any Sub-contractors and Sub-Processors) creates and maintains an adequate information security posture, fully compliant with this schedule.
- 1.5 The Supplier acknowledges and accepts the terms of the Consent Notice and that Persons on Probation may withdraw their consent for their information to be shared at any time.

2. ASSURANCE

- 2.1 The Supplier may not utilise Authority Materials or Authority Systems for purposes other than those permitted by this Agreement and take all proportional measures to ensure the same.
- 2.2 The Supplier must not Store or Process any Authority Materials outside of the EEA without the prior written consent of the Authority.

3. ACCESS, AUTHORISATION, AUTHENTICATION AND AUDIT

- 3.1 The Supplier Systems, including those controlling access to physical locations, must have auditable authorisation, authentication and access control based on least privilege, and aligned appropriately to the business and individual user requirements.
- 3.2 The Supplier Systems must ensure logical separation between purposes and zones of trust, for example, establishing and enforcing logical delineation between Supplier Systems involved in the delivery of the Services and development environments used to iterate and improve the Supplier Systems involved in the delivery of the Services. Such separation must include, but not be limited to, the unique credentials and the prohibition of the use of Authority Materials for non-service fulfilment (for example, testing) purposes unless authorised in advance by the Authority in writing.
- 3.3 The Supplier's access to the Authority Systems must be limited to only Systems, services and Supplier Personnel directly required for the performance of the Services in accordance with the terms of this Agreement.
- 3.4 Where Supplier access to Authority Systems uses or depends upon API credentials (such as providing a token or other credential for use during authentication, authorisations, or access control to an API endpoint), Supplier shall use industry standard password protection practices, including practices designed to maintain the confidentiality and integrity of passwords when they are assigned and distributed and during storage.

4. RISK ASSESSMENT & MANAGEMENT

- 4.1 The Supplier must undertake risk assessment(s) of any component, including but not limited to systems, services, personnel, physical locations and supply chain (including all Sub-contractors and Sub-Processors), utilised or otherwise involved in the provision of the Services.
- 4.2 Holistic risk assessment(s) must support the Supplier's Information Security Management System and proactively recommend appropriate additional controls to be proportionally implemented to continuously refresh and improve the Supplier's information security regime.
- 4.3 The Supplier must disclose risk assessment findings upon written request by the Authority within twenty (20) days of the request.

5. AWARENESS & TRAINING

- 5.1 Supplier Personnel must be provided with adequate and relevant security-related education, training and awareness and include, but not be limited to, technical, physical and procedural security.
- 5.2 In particular, awareness and training materials must include and address items found or highlighted in the risk assessments carried out with regard to the Supplier's provision of Services to the Authority.

6. OPERATIONAL SECURITY & INCIDENT MANAGEMENT

- 6.1 The Supplier must create and maintain a robust operational security posture to ensure the proactive defences from threats to Authority Materials including but not limited to, awareness, detection, prevention, response and remediation processes/controls to effectively manage and remediate information security related events or incidents.
- 6.2 Information security related monitoring must be carried out in line with modern best practices with regard to the National Cyber Security Centre (<https://www.ncsc.gov.uk/>) standards and as required by both risk assessment findings and the Supplier's Information Security Management System.
- 6.3 The Supplier must inform the Authority if there is reasonable suspicion and/or confirmation of a negative security event or data breach that directly or indirectly processes Authority Material or Authority Systems, no later than 24 (twenty-four) hours of awareness.
- 6.4 The Supplier must provide the Authority with a written Incident Report following remediation to any Security Incident demonstrating timescales of events from detection through to recovery.

7. DATA DESTRUCTION

- 7.1 The Authority requires the Supplier to ensure that Data Destruction has been adequately completed at the natural end and/or termination of contract and/or end of Term as per Schedule 7 Annex 4
- 7.2 The Supplier shall take all reasonable measures to ensure Data Destruction is an irrevocable action to prevent the reconstitution of data from any individual or aggregate source, including archives, backups or 'cloud' storage:
 - 7.2.1 through the revocation or otherwise destruction of decryption keys and/or decryption mechanisms in order to render data inaccessible or otherwise void through the use of modern cryptography and/or;
 - 7.2.2 data overwriting methods consisting of at least 3 (three) complete overwrite passes of random data and/or;

7.2.3 paper cross-shredding methods to satisfy at least the DIN 66399 Level 4 standard with a maximum cross cut particle surface area 160 (one hundred and sixty) millimetres squared with a maximum strip width of 6 (six) millimetres and/or;

7.2.4 in alignment with methods described in Schedule 7 Annex 4.

7.3 Where data cannot be immediately destroyed, access control methods must be put in place to limit completely any ability for data Retrieval or Processing until data destruction is completed.

8. BUSINESS CONTINUITY

8.1 In addition to the Supplier's obligations under Schedule 17(Business Continuity and Disaster Recovery Plan), where applicable, the Supplier shall appropriately backup and/or archive Authority Data and any data arising from the Services at least once every 24 (twenty-four) hours.

8.2 The Supplier shall ensure that any data backup or archiving locations meet the information security requirements of the original data source, system or service.

8.3 The Supplier shall ensure that the backup systems and resulting backup data copies are adequately resistant from tamper, corruption or otherwise negative influence, such as (but not limited to) virulent malware manipulating both source and backup data copies in the same event.

SCHEDULE 13
KEY PERSONNEL

Name of Key Personnel	Key Role	Responsibility / Authorities	Period which they will be a member of Key Personnel (indicative only)
Supplier to provide name within thirty (30) days of the Commencement Date.			

SCHEDULE 14

STAFF TRANSFER

1. DEFINITIONS

1.1 In this Schedule, the following definitions shall apply:

“Admission Agreement” An admission agreement in the form available on the Civil Service Pensions website immediately prior to the Relevant Transfer Date to be entered into by the Supplier where it agrees to participate in the Schemes in respect of the Services;

“Eligible Employee” any Fair Deal Employee who at the relevant time is an eligible employee as defined in the Admission Agreement;

“Fair Deal Employees” those Transferring Authority Employees who are on the Relevant Transfer Date entitled to the protection of New Fair Deal (and, in the event that Part B of this Schedule applies, any Transferring Former Supplier Employees who originally transferred pursuant to a Relevant Transfer under the Employment Regulations (or the predecessor legislation to the Employment Regulations), from employment with a public sector employer and who were once eligible to participate in the Schemes and who at the Relevant Transfer Date become entitled to the protection of New Fair Deal);

“Former Supplier” a supplier supplying services to the Authority before the Relevant Transfer Date that are the same as or substantially similar to the Services (or any part of the Services) and shall include any sub-contractor of such supplier (or any sub-contractor of any such sub- contractor);

“Notified Sub-Contractor” a sub-contractor of the Replacement Supplier to whom Transferring Supplier Employees will transfer on a Service Transfer Date (or any sub-contractor of any such sub-contractor);

“Replacement Sub-Contractor” a sub-contractor of the Replacement Supplier to whom Transferring Supplier Employees will transfer on a Service Transfer Date (or any sub-contractor of any such sub-contractor);

“Schemes” the Principal Civil Service Pension Scheme available to Civil Servants and employees of bodies under Schedule 1 of the Superannuation Act 1972 (and eligible employees of other bodies admitted to participate under a determination under section 25 of the Public Service Pensions Act 2013), as governed by rules adopted by Parliament; the Partnership Pension Account and its (i) Ill health Benefits Scheme and (ii) Death Benefits Scheme; the Civil Service Additional Voluntary Contribution Scheme; and the Designated Stakeholder Pension Scheme and “Alpha” introduced under The Public Service (Civil Servants and Others) Pensions Regulations 2014;

2. INTERPRETATION

- 2.1 Where a provision in this Schedule imposes an obligation on the Supplier to provide an indemnity, undertaking or warranty, the Supplier shall procure that each of its Sub-contractors shall comply with such obligation and provide such indemnity, undertaking or warranty to the Authority, Former Supplier, Replacement Supplier or Replacement Sub-contractor, as the case may be.

PART A: TRANSFERRING AUTHORITY EMPLOYEES AT COMMENCEMENT OF SERVICES

1. RELEVANT TRANSFERS

1.1 The Authority and the Supplier agree that:

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

1.2 The Authority shall comply with all its obligations under the Employment Regulations and shall perform and discharge all its obligations in respect of the Transferring Authority Employees in respect of the period arising 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 to the period up to (but not including) the Relevant Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between: (i) the Authority; and (ii) the Supplier and/or any Notified Sub-contractor (as appropriate).

2. AUTHORITY INDEMNITIES

2.1 Subject to Paragraph 2.2, the Authority shall indemnify the Supplier and any Notified Sub-contractor against any Employee Liabilities arising from or as a result of:

- (a) any act or omission by the Authority in respect of any Transferring Authority Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Authority Employee occurring before the Relevant Transfer Date;
- (b) the breach or non-observance by the Authority before the Relevant Transfer Date of:
 - (i) any collective agreement applicable to the Transferring Authority Employees; and/or
 - (ii) any custom or practice in respect of any Transferring Authority Employees which the Authority is contractually bound to honour;

- (c) any claim by any trade union or other body or person representing the Transferring Authority Employees arising from or connected with any failure by the Authority to comply with any legal obligation to such trade union, body or person arising before the Relevant Transfer Date;
- (d) 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:
 - (i) in relation to any Transferring Authority 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
 - (ii) in relation to any employee who is not a Transferring Authority Employee and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from the Authority to the Supplier and/or any Notified Sub-contractor as appropriate, to the extent that the proceeding, claim or demand by the HMRC or other statutory authority relates to financial obligations arising before the Relevant Transfer Date.
- (e) a failure of the Authority 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 Authority Employees arising before the Relevant Transfer Date;
- (f) any claim made by or in respect of any person employed or formerly employed by the Authority other than a Transferring Authority Employee for whom it is alleged the Supplier and/or any Notified Sub-contractor as appropriate may be liable by virtue of the Employment Regulations and/or the Acquired Rights Directive; and
- (g) any claim made by or in respect of a Transferring Authority Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Authority Employee relating to any act or omission of the Authority 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 Sub-contractor 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 Sub- contractor (whether or not a Notified Sub-contractor) whether occurring or having its origin before, on or after the Relevant Transfer Date including any Employee Liabilities:

- (a) arising out of the resignation of any Transferring Authority Employee before the Relevant Transfer Date on account of substantial detrimental changes to his/her working conditions proposed by the Supplier and/or any Sub- contractor to occur in the period from (and including) the Relevant Transfer Date; or

- (b) arising from the failure by the Supplier or any Sub-contractor to comply with its obligations under the Employment Regulations.
- 2.3 If any person who is not identified by the Authority as a Transferring Authority Employee claims, or it is determined in relation to any person who is not identified by the Authority as a Transferring Authority Employee, that his/her contract of employment has been transferred from the Authority to the Supplier and/or any Notified Sub-contractor pursuant to the Employment Regulations or the Acquired Rights Directive then:
 - (a) the Supplier shall, or shall procure that the Notified Sub-contractor shall, within 5 Working Days of becoming aware of that fact, give notice in writing to the Authority; and
 - (b) the Authority may offer (or may procure that a third party may offer) employment to such person within 15 Working Days of receipt of the notification by the Supplier and/or any Notified Sub-contractor, or take such other reasonable steps as the Authority considers appropriate to deal with the matter provided always that such steps are in compliance with Law.
- 2.4 If an offer referred to in Paragraph 2.3(b) is accepted, or if the situation has otherwise been resolved by the Authority, the Supplier shall, or shall procure that the Notified Sub-contractor shall, immediately release the person from his/her employment or alleged employment.
- 2.5 If by the end of the 15 Working Day period specified in Paragraph 2.3(b):
 - (a) no such offer of employment has been made;
 - (b) such offer has been made but not accepted; or
 - (c) the situation has not otherwise been resolved,

the Supplier and/or any Notified Sub-contractor may within 5 Working Days give notice to terminate the employment or alleged employment of such person.
- 2.6 Subject to the Supplier and/or any Notified Sub-contractor acting in accordance with the provisions of Paragraphs 2.3 to 2.5 and in accordance with all applicable proper employment procedures set out in applicable Law, the Authority shall indemnify the Supplier and/or any Notified Sub-contractor (as appropriate) against all Employee Liabilities arising out of the termination of employment pursuant to the provisions of Paragraph 2.5 provided that the Supplier takes, or procures that the Notified Sub-contractor takes, all reasonable steps to minimise any such Employee Liabilities.
- 2.7 The indemnity in Paragraph 2.6:
 - (a) shall not apply to:
 - (i) 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,

in any case in relation to any alleged act or omission of the Supplier and/or any Sub-contractor; or

- (ii) any claim that the termination of employment was unfair because the Supplier and/or Notified Sub-contractor neglected to follow a fair dismissal procedure; and

- (b) shall apply only where the notification referred to in Paragraph 2.3(a) is made by the Supplier and/or any Notified Sub-contractor (as appropriate) to the Authority within 6 months of the Effective Date.

2.8 If any such person as is referred to in Paragraph 2.3 is neither re-employed by the Authority nor dismissed by the Supplier and/or any Notified Sub-contractor within the time scales set out in Paragraph 2.5 such person shall be treated as having transferred to the Supplier and/or any Notified Sub-contractor and the Supplier shall, or shall procure that the Notified Sub-contractor shall, comply with such obligations as may be imposed upon it under applicable Law.

3. SUPPLIER INDEMNITIES AND OBLIGATIONS

3.1 Subject to Paragraph 3.2, the Supplier shall indemnify the Authority against any Employee Liabilities arising from or as a result of:

- (a) any act or omission by the Supplier or any Sub-contractor in respect of any Transferring Authority Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Authority Employee whether occurring before, on or after the Relevant Transfer Date;
- (b) the breach or non-observance by the Supplier or any Sub-contractor on or after the Relevant Transfer Date of:
 - (i) any collective agreement applicable to the Transferring Authority Employees; and/or
 - (ii) any custom or practice in respect of any Transferring Authority Employees which the Supplier or any Sub-contractor is contractually bound to honour;
- (c) any claim by any trade union or other body or person representing any Transferring Authority Employees arising from or connected with any failure by the Supplier or any Sub-contractor to comply with any legal obligation to such trade union, body or person arising on or after the Relevant Transfer Date;

- (d) any proposal by the Supplier or a Sub-contractor made before the Relevant Transfer Date to make changes to the terms and conditions of employment or working conditions of any Transferring Authority Employees to their material detriment on or after their transfer to the Supplier or the relevant Sub-contractor (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 Authority 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;
- (e) any statement communicated to or action undertaken by the Supplier or any Sub-contractor to, or in respect of, any Transferring Authority Employee before the Relevant Transfer Date regarding the Relevant Transfer which has not been agreed in advance with the Authority in writing;
- (f) 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:
 - (i) in relation to any Transferring Authority 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
 - (ii) in relation to any employee who is not a Transferring Authority Employee, and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from the Authority to the Supplier or a Sub-contractor, 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;
- (g) a failure of the Supplier or any Sub-contractor 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 Authority Employees in respect of the period from (and including) the Relevant Transfer Date;
- (h) any claim made by or in respect of a Transferring Authority Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Authority Employee relating to any act or omission of the Supplier or any Sub-contractor in relation to their obligations under regulation 13 of the Employment Regulations, except to the extent that the liability arises from the Authority's failure to comply with its obligations under regulation 13 of the Employment Regulations; and
- (i) a failure by the Supplier or any Sub-Contractor to comply with its obligations under paragraph 2.8 above.

- 3.2 The indemnities in Paragraph 3.1 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Authority whether occurring or having its origin before, on or after the Relevant Transfer Date including, without limitation, any Employee Liabilities arising from the Authority's failure to comply with its obligations under the Employment Regulations.
- 3.3 The Supplier shall comply, and shall procure that each Sub-contractor shall comply, with all its obligations under the Employment Regulations (including 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 Sub-contractor shall perform and discharge, all its obligations in respect of the Transferring Authority Employees, from (and 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 and any other 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 Authority and the Supplier.

4. INFORMATION

- 4.1 The Supplier shall, and shall procure that each Sub-contractor shall, promptly provide to the Authority in writing such information as is necessary to enable the Authority to carry out its duties under regulation 13 of the Employment Regulations. The Authority shall promptly provide to the Supplier and each Notified Sub-contractor in writing such information as is necessary to enable the Supplier and each Notified Sub-contractor to carry out their respective duties under regulation 13 of the Employment Regulations.

5. PRINCIPLES OF GOOD EMPLOYMENT PRACTICE

- 5.1 The Parties agree that the Principles of Good Employment Practice issued by the Cabinet Office in December 2010 apply to the treatment by the Supplier of employees whose employment begins after the Relevant Transfer Date, and the Supplier undertakes to treat such employees in accordance with the provisions of the Principles of Good Employment Practice.
- 5.2 The Supplier shall, and shall procure that each Sub-contractor shall, comply with any requirement notified to it by the Authority relating to pensions in respect of any Transferring Authority Employee as set down in:
- (a) the Cabinet Office Statement of Practice on Staff Transfers in the Public Sector of January 2000, revised 2007;
 - (b) HM Treasury's guidance "Staff Transfers from Central Government: A Fair Deal for Staff Pensions of 1999;
 - (c) HM Treasury's guidance "Fair deal for staff pensions: procurement of Bulk Transfer Agreements and Related Issues" of June 2004; and/or
 - (d) the New Fair Deal.

- 5.3 Any changes embodied in any statement of practice, paper or other guidance that replaces any of the documentation referred to in Paragraphs 5.1 or 5.2 shall be agreed in accordance with the Change Control Procedure.

6. PENSIONS

- 6.1 The Supplier shall, and/or shall procure that each of its Sub-contractors shall, comply with the pensions provisions in the following Annex.

ANNEX TO PART A: PENSIONS

1. PARTICIPATION

- 1.1 The Supplier undertakes to enter into the Admission Agreement.
- 1.2 The Supplier and the Authority
 - (a) undertake to do all such things and execute any documents (including the Admission Agreement) as may be required to enable the Supplier to participate in the Schemes in respect of the Fair Deal Employees;
 - (b) agree that the arrangements under paragraph 1.1 of this Annex include the body responsible for the Schemes notifying the Authority if the Supplier breaches any obligation it has under the Admission Agreement; and
 - (c) agree that notwithstanding sub-paragraph (b), the Supplier shall notify the Authority in the event that it breaches any obligation it has under the Admission Agreement and when it intends to remedy such breach.
- 1.3 The Supplier shall bear its own costs and all costs that the Authority reasonably incurs in connection with the negotiation, preparation and execution of documents to facilitate the Supplier participating in the Schemes including without limitation current Civil Service pensions administrator on-boarding costs..

2. FUTURE SERVICE BENEFITS

- 2.1 The Supplier shall procure that the Fair Deal Employees, shall be either admitted into, or offered continued membership of, the relevant section of the Schemes that they currently contribute to, or were eligible to join immediately prior to the Relevant Transfer Date and the Supplier shall procure that the Fair Deal Employees continue to accrue benefits in accordance with the provisions governing the relevant section of Schemes for service from (and including) the Relevant Transfer Date.
- 2.2 The Supplier undertakes that should it cease to participate in the Schemes for whatever reason at a time when it has Eligible Employees, that it will, at no extra cost to the Authority, provide to any Fair Deal Employee who immediately prior to such cessation remained an Eligible Employee with access to an occupational pension scheme certified by the Government Actuary's Department or any actuary nominated by the Authority in accordance with relevant guidance produced by the Government Actuary's Department as providing benefits which are broadly comparable to those provided by the Schemes on the date the Eligible Employees ceased to participate in the Schemes.
- 2.3 The Parties acknowledge that the Civil Service Compensation Scheme and the Civil Service Injury Benefit Scheme (established pursuant to section 1 of the Superannuation Act 1972) are not covered by the protection of New Fair Deal.

3. FUNDING

- 3.1 The Supplier undertakes to pay to the Schemes all such amounts as are due under the Admission Agreement and shall deduct and pay to the Schemes such employee contributions as are required by the Schemes.
- 3.2 The Supplier shall indemnify and keep indemnified the Authority on demand against any claim by, payment to, or loss incurred by, the Schemes in respect of the failure to account to

the Schemes for payments received and the non-payment or the late payment of any sum payable by the Supplier to or in respect of the Schemes.

4. PROVISION OF INFORMATION

4.1 The Supplier and the Authority respectively undertake to each other:

- (a) to provide all information which the other Party may reasonably request concerning matters (i) referred to in this Annex and (ii) set out in the Admission Agreement, and to supply the information as expeditiously as possible; and
- (b) not to issue any announcements to the Fair Deal Employees prior to the Relevant Transfer Date concerning the matters stated in this Annex without the consent in writing of the other Party (not to be unreasonably withheld or delayed).

5. INDEMNITY

5.1 The Supplier undertakes to the Authority to indemnify and keep indemnified the Authority on demand from and against all and any Losses whatsoever arising out of or in connection with any liability towards the Fair Deal Employees arising in respect of service on or after the Relevant Transfer Date which relate to the payment of benefits under and/or participation in an occupational pension scheme (within the meaning provided for in section 1 of the Pension Schemes Act 1993) or the Schemes.

6. EMPLOYER OBLIGATION

6.1 The Supplier shall comply with 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.

7. SUBSEQUENT TRANSFERS

7.1 The Supplier shall:

- (a) not adversely affect pension rights accrued by any Fair Deal Employee in the period ending on the Service Transfer Date;
- (b) provide all such co-operation and assistance as the Schemes and the Replacement Supplier and/or the Authority may reasonably require to enable the Replacement Supplier to participate in the Schemes in respect of any Eligible Employee and to give effect to any transfer of accrued rights required as part of participation under New Fair Deal; and
- (c) for the applicable period either
 - (i) after notice (for whatever reason) is given, in accordance with the other provisions of this Agreement, to terminate the Agreement or any part of the Services; or
 - (ii) after the date which is two (2) years prior to the date of expiry of this Agreement,

ensure that no change is made to pension, retirement and death benefits provided for or in respect of any person who will transfer to the Replacement Supplier or the Authority, no category of earnings which were not previously pensionable are made pensionable and the

contributions (if any) payable by such employees are not reduced without (in any case) the prior approval of the Authority (such approval not to be unreasonably withheld). Save that this sub-paragraph shall not apply to any change made as a consequence of participation in an Admission Agreement.

8. BULK TRANSFER

8.1 Where the Supplier has set up a broadly comparable pension scheme in accordance with the provisions of Paragraph 2.2 of this Annex, the Supplier agrees to:

- (a) fully fund any such broadly comparable pension scheme in accordance with the funding requirements set by that broadly comparable pension scheme's actuary or by the Government Actuary's Department;
- (b) instruct any such broadly comparable pension scheme's actuary to, and to provide all such co-operation and assistance in respect of any such broadly comparable pension scheme as the Replacement Supplier and/or the Customer may reasonably require, to enable the Replacement Supplier to participate in the Schemes in respect of any Fair Deal Employee that remain eligible for New Fair Deal protection following a Service Transfer;
- (c) allow, in respect of any Fair Deal 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 Schemes on a day for day service basis and to give effect to any transfer of accrued rights required as part of participation under New Fair Deal, for the avoidance of doubt should the amount offered by the broadly comparable pension scheme be less than the amount required by the Schemes to fund day for day service ("the Shortfall"), the Supplier agrees to pay the Shortfall to the Schemes; and
- (d) indemnify the Customer on demand for any failure to pay the Shortfall as required under sub-paragraph (c) above.

PART B: TRANSFERRING FORMER SUPPLIER EMPLOYEES AT COMMENCEMENT OF SERVICES

1. RELEVANT TRANSFERS

1.1 The Authority and the Supplier agree that:

- (a) 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
- (b) 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 Notified Sub-contractor and each such Transferring Former Supplier Employee.

1.2 The Authority 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 Authority shall procure that each Former Supplier makes, any necessary apportionments in respect of any periodic payments.

2. FORMER SUPPLIER INDEMNITIES

2.1 Subject to Paragraph 2.2, the Authority shall procure that each Former Supplier shall indemnify the Supplier and any Notified Sub-contractor against any Employee Liabilities arising from or as a result of:

- (a) 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;
- (b) the breach or non-observance by the Former Supplier arising before the Relevant Transfer Date of:
 - (i) any collective agreement applicable to the Transferring Former Supplier Employees; and/or
 - (ii) any custom or practice in respect of any Transferring Former Supplier Employees which the Former Supplier is contractually bound to honour;

- (c) 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:
 - (i) 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
 - (ii) 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 his/her employment from the Former Supplier to the Supplier and/or any Notified Sub-contractor 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;
- (d) 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;
- (e) 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 Sub-contractor as appropriate may be liable by virtue of this Agreement and/or the Employment Regulations and/or the Acquired Rights Directive; and
- (f) 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 Sub-contractor 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 Sub-contractor whether occurring or having its origin before, on or after the Relevant Transfer Date including, without limitation, any Employee Liabilities:

- (a) arising out of the resignation of any Transferring Former Supplier Employee before the Relevant Transfer Date on account of substantial detrimental changes to his/her working conditions proposed by the Supplier or any Sub-contractor to occur in the period from (and including) the Relevant Transfer Date; or
- (b) arising from the failure by the Supplier and/or any Sub-contractor to comply with its obligations under the Employment Regulations.

- 2.3 If any person who is not identified by the Authority as a Transferring Former Supplier Employee claims, or it is determined in relation to any person who is not identified by the Authority as a Transferring Former Supplier Employee, that his/her contract of employment has been transferred from a Former Supplier to the Supplier and/or any Notified Sub-contractor pursuant to the Employment Regulations or the Acquired Rights Directive then:
- (a) the Supplier shall, or shall procure that the Notified Sub-contractor shall, within 5 Working Days of becoming aware of that fact, give notice in writing to the Authority and, where required by the Authority, to the Former Supplier; and
 - (b) the Former Supplier may offer (or may procure that a third party may offer) employment to such person within 15 Working Days of the notification by the Supplier and/or the Notified Sub-contractor or take such other reasonable steps as the Former Supplier considers appropriate to deal with the matter provided always that such steps are in compliance with applicable Law.
- 2.4 If an offer referred to in Paragraph 2.3(b) is accepted, or if the situation has otherwise been resolved by the Former Supplier and/or the Authority, the Supplier shall, or shall procure that the Notified Sub-contractor shall, immediately release the person from his/her employment or alleged employment.
- 2.5 If by the end of the 15 Working Day period specified in Paragraph 2.3(b):
- (a) no such offer of employment has been made;
 - (b) such offer has been made but not accepted; or
 - (c) the situation has not otherwise been resolved,
- the Supplier and/or any Notified Sub-contractor may within 5 Working Days give notice to terminate the employment or alleged employment of such person.
- 2.6 Subject to the Supplier and/or any Notified Sub-contractor acting in accordance with the provisions of Paragraphs 2.3 to 2.5 and in accordance with all applicable proper employment procedures set out in Law, the Authority shall procure that the Former Supplier indemnifies the Supplier and/or any Notified Sub-contractor (as appropriate) against all Employee Liabilities arising out of the termination of employment pursuant to the provisions of Paragraph 2.5 provided that the Supplier takes, or shall procure that the Notified Sub-contractor takes, all reasonable steps to minimise any such Employee Liabilities.
- 2.7 The indemnity in Paragraph 2.6:
- (a) shall not apply to:
 - (i) 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,
- in any case in relation to any alleged act or omission of the Supplier and/or any Sub-contractor; or

- (ii) any claim that the termination of employment was unfair because the Supplier and/or Notified Sub-contractor neglected to follow a fair dismissal procedure; and
 - (b) shall apply only where the notification referred to in Paragraph 2.3(a) is made by the Supplier and/or any Notified Sub-contractor (as appropriate) to the Authority and, if applicable, the Former Supplier, within 6 months of the Effective Date.
- 2.8 If any such person as is described in Paragraph 2.3 is neither re-employed by the Former Supplier nor dismissed by the Supplier and/or any Notified Sub-contractor within the time scales set out in Paragraph 2.5, such person shall be treated as having transferred to the Supplier or Notified Sub-contractor and the Supplier shall, or shall procure that the Notified Sub-contractor shall, comply with such obligations as may be imposed upon it under the Law.

3. SUPPLIER INDEMNITIES AND OBLIGATIONS

- 3.1 Subject to Paragraph 3.2, the Supplier shall indemnify the Authority and/or the Former Supplier against any Employee Liabilities arising from or as a result of:
- (a) any act or omission by the Supplier or any Sub-contractor 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;
 - (b) the breach or non-observance by the Supplier or any Sub-contractor on or after the Relevant Transfer Date of:
 - (i) any collective agreement applicable to the Transferring Former Supplier Employee; and/or
 - (ii) any custom or practice in respect of any Transferring Former Supplier Employees which the Supplier or any Sub-contractor is contractually bound to honour;
 - (c) 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 Sub-contractor to comply with any legal obligation to such trade union, body or person arising on or after the Relevant Transfer Date;

- (d) any proposal by the Supplier or a Sub-contractor 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 Sub- contractor (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;
- (e) any statement communicated to or action undertaken by the Supplier or a Sub-contractor 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 Authority and/or the Former Supplier in writing;
- (f) 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:
 - (i) 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
 - (ii) 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 his/her employment from the Former Supplier to the Supplier or a Sub- contractor, 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;
- (g) a failure of the Supplier or any Sub-contractor 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;
- (h) 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 Sub-contractor 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 of the Employment Regulations; and
 - (i) a failure by the Supplier or any Sub-Contractor to comply with its obligations under Paragraph 2.8 above

- 3.2 The indemnities in Paragraph 3.1 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, without limitation, 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 Sub-contractor 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 Sub-contractor 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 any other 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

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

5. PRINCIPLES OF GOOD EMPLOYMENT PRACTICE

- 5.1 The Supplier shall, and shall procure that each Sub-contractor shall, comply with any requirement notified to it by the Authority relating to pensions in respect of any Transferring Former Supplier Employee as set down in:
- (a) the Cabinet Office Statement of Practice on Staff Transfers in the Public Sector of January 2000, revised 2007;
 - (b) HM Treasury's guidance "Staff Transfers from Central Government: A Fair Deal for Staff Pensions of 1999;
 - (c) HM Treasury's guidance: "Fair deal for staff pensions: procurement of Bulk Transfer Agreements and Related Issues" of June 2004; and/or
 - (d) the New Fair Deal.
- 5.2 Any changes embodied in any statement of practice, paper or other guidance that replaces any of the documentation referred to in Paragraph 5.1 shall be agreed in accordance with the Change Control Procedure.

6. PROCUREMENT OBLIGATIONS

- 6.1 Notwithstanding any other provisions of this Part B, where in this Part B the Authority 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 Authority's contract with the Former Supplier contains a contractual right in that regard which the Authority may enforce, or otherwise so that it requires only that the Authority 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 Sub-contractor shall, comply with the pensions provisions in the following Annex.

ANNEX TO PART B

PENSIONS

1. PARTICIPATION

- 1.1 The Supplier undertakes to enter into the Admission Agreement.
- 1.2 The Supplier and the Authority:
- (a) undertake to do all such things and execute any documents (including the Admission Agreement) as may be required to enable the Supplier to participate in the Schemes in respect of the Fair Deal Employees;
 - (b) agree that the arrangements under paragraph 1.1 of this Annex include the body responsible for the Schemes notifying the Authority if the Supplier breaches any obligations it has under the Admission Agreement; and
 - (c) agree that notwithstanding sub-paragraph (b) the Supplier shall notify the Authority in the event that it breaches any obligation it has under the Admission Agreement and when it intends to remedy such breaches.
- 1.3 The Supplier shall bear its own costs and all costs that the Authority reasonably incurs in connection with the negotiation, preparation and execution of documents to facilitate the Supplier participating in the Schemes including without limitation current Civil Service pensions administrator on-boarding costs .

2. FUTURE SERVICE BENEFITS

- 2.1 If the Supplier is rejoining the Schemes for the first time, the Supplier shall procure that the Fair Deal Employees shall be either admitted to or offered continued membership of the relevant section of the Schemes that they became eligible to join on the Relevant Transfer Date and shall continue to accrue or accrue benefits in accordance with the provisions governing the relevant section of the Schemes for service from (and including) the Relevant Transfer Date.

- 2.2 If staff have already been readmitted to the Schemes, the Supplier shall procure that the Fair Deal Employees, shall be either admitted into, or offered continued membership of, the relevant section of the Schemes that they currently contribute to, or were eligible to join immediately prior to the Relevant Transfer Date and the Supplier shall procure that the Fair Deal Employees continue to accrue benefits in accordance with the provisions governing the relevant section of the Schemes for service from (and including) the Relevant Transfer Date.
- 2.3 The Supplier undertakes that should it cease to participate in the Schemes for whatever reason at a time when it has Eligible Employees, that it will, at no extra cost to the Authority, provide to any Fair Deal Employee who immediately prior to such cessation remained an Eligible Employee with access to an occupational pension scheme certified by the Government Actuary's Department or any actuary nominated by the Authority in accordance with relevant guidance produced by the Government Actuary's Department as providing benefits which are broadly comparable to those provided by the Schemes on the date the Eligible Employees ceased to participate in the Schemes.
- 2.4 The Parties acknowledge that the Civil Service Compensation Scheme and the Civil Service Injury Benefit Scheme (established pursuant to section 1 of the Superannuation Act 1972) are not covered by the protection of New Fair Deal.

3. FUNDING

- 3.1 The Supplier undertakes to pay to the Schemes all such amounts as are due under the Admission Agreement and shall deduct and pay to the Schemes such employee contributions as are required by the Schemes.
- 3.2 The Supplier shall indemnify and keep indemnified the Authority on demand against any claim by, payment to, or loss incurred by the Schemes in respect of the failure to account to the Schemes for payments received and the non-payment or the late payment of any sum payable by the Supplier to or in respect of the Schemes.

4. PROVISION OF INFORMATION

- 4.1 The Supplier and the Authority respectively undertake to each other:
- (a) to provide all information which the other Party may reasonably request concerning matters (i) referred to in this Annex and (ii) set out in the Admission Agreement, and to supply the information as expeditiously as possible; and
 - (b) not to issue any announcements to the Fair Deal Employees prior to the Relevant Transfer Date concerning the matters stated in this Annex without the consent in writing of the other Party (not to be unreasonably withheld or delayed).

5. INDEMNITY

- 5.1 The Supplier undertakes to the Authority to indemnify and keep indemnified the Authority on demand from and against all and any Losses whatsoever arising out of or in connection with any liability towards the Fair Deal Employees arising in respect of service on or after the Relevant Transfer Date which relate to the payment of benefits under and/or participation in an occupational pension scheme (within the meaning provided for in section 1 of the Pension Schemes Act 1993) or the Schemes.

6. EMPLOYER OBLIGATION

- 6.1 The Supplier shall comply with the requirements 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...

7. SUBSEQUENT TRANSFERS

- 7.1 The Supplier shall:

- (a) not adversely affect pension rights accrued by any Fair Deal Employee in the period ending on the Service Transfer Date;
- (b) provide all such co-operation and assistance as the Schemes and the Replacement Supplier and/or the Authority may reasonably require to enable the Replacement Supplier to participate in the Schemes in respect of any Eligible Employee and to give effect to any transfer of accrued rights required as part of participation under the New Fair Deal; and
- (c) for the applicable period either
 - (i) after notice (for whatever reason) is given, in accordance with the other provisions of this Agreement, to terminate the Agreement or any part of the Services; or
 - (ii) after the date which is two (2) years prior to the date of expiry of this Agreement,

ensure that no change is made to pension, retirement and death benefits provided for or in respect of any person who will transfer to the Replacement Supplier or the Authority, no category of earnings which were not previously pensionable are made pensionable and the contributions (if any) payable by such employees are not reduced without (in any case) the prior approval of the Authority (such approval not to be unreasonably withheld). Save that this sub-paragraph shall not apply to any change made as a consequence of participation in an Admission Agreement.

8. BULK TRANSFER

- 8.1 Where the Supplier has set up a broadly comparable pension scheme in accordance with the provisions of paragraph 2.2 above of this Annex, the Supplier agrees to:

- (a) fully fund any such broadly comparable pension scheme in accordance with the funding requirements set by that broadly comparable pension scheme's actuary or by the Government Actuary's Department;
- (b) instruct any such broadly comparable pension scheme's actuary to, and to provide all such co-operation and assistance in respect of any such broadly comparable pension scheme as the Replacement Supplier and/or the Customer may reasonably require, to enable the Replacement Supplier to participate in the Schemes in respect of any Fair Deal Employee that remain eligible for New Fair Deal protection following a Service Transfer;
- (c) allow, in respect of any Fair Deal 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 Schemes on a day for day service basis and to give effect to any transfer of accrued rights required as part of participation under New Fair Deal, for the avoidance of doubt should the amount offered by the broadly comparable pension scheme be less than the amount required by the Schemes to fund day for day service ("the Shortfall"), the Supplier agrees to pay the Shortfall to the Schemes; and

- (d) indemnify the Customer on demand for any failure to pay the Shortfall as required under sub---paragraph (c) above.

PART C: NO TRANSFER OF EMPLOYEES AT COMMENCEMENT OF SERVICES

1. PROCEDURE IN THE EVENT OF TRANSFER

- 1.1 The Authority and the Supplier agree that the commencement of the provision of the Services or of any part of the Services will not be a Relevant Transfer in relation to any employees of the Authority and/or any Former Supplier.
- 1.2 If any employee of the Authority and/or a Former Supplier claims, or it is determined in relation to any employee of the Authority and/or a Former Supplier, that his/her contract of employment has been transferred from the Authority and/or the Former Supplier to the Supplier and/or any Sub-contractor pursuant to the Employment Regulations or the Acquired Rights Directive then:
- (a) the Supplier shall, and shall procure that the relevant Sub-contractor shall, within 5 Working Days of becoming aware of that fact, give notice in writing to the Authority and, where required by the Authority, give notice to the Former Supplier; and
 - (b) the Authority and/or the Former Supplier may offer (or may procure that a third party may offer) employment to such person within 15 Working Days of the notification by the Supplier or the Sub-contractor (as appropriate) or take such other reasonable steps as the Authority or Former Supplier (as the case may be) considers appropriate to deal with the matter provided always that such steps are in compliance with applicable Law.
- 1.3 If an offer referred to in Paragraph 1.2(b) is accepted (or if the situation has otherwise been resolved by the Authority and/or the Former Supplier), the Supplier shall, or shall procure that the Sub-contractor shall, immediately release the person from his/her employment or alleged employment.
- 1.4 If by the end of the 15 Working Day period specified in Paragraph 1.2(b):
- (a) no such offer of employment has been made;
 - (b) such offer has been made but not accepted; or
 - (c) the situation has not otherwise been resolved,
- the Supplier and/or the Sub-contractor may within 5 Working Days give notice to terminate the employment or alleged employment of such person.

2. INDEMNITIES

- 2.1 Subject to the Supplier and/or the relevant Sub-contractor acting in accordance with the provisions of Paragraphs 1.2 to 1.4 and in accordance with all applicable employment procedures set out in applicable Law and subject also to Paragraph 2.4, the Authority shall:
- (a) indemnify the Supplier and/or the relevant Sub-contractor against all Employee Liabilities arising out of the termination of the employment of any employees of the Authority referred to in Paragraph 1.2 made pursuant to the provisions of Paragraph 1.4 provided that the Supplier takes, or shall

procure that the Notified Sub-contractor takes, all reasonable steps to minimise any such Employee Liabilities; and

- (b) procure that the Former Supplier indemnifies the Supplier and/or any Notified Sub-contractor against all Employee Liabilities arising out of termination of the employment of the employees of the Former Supplier referred to in Paragraph 1.2 made pursuant to the provisions of Paragraph 1.4 provided that the Supplier takes, or shall procure that the relevant Sub-contractor takes, all reasonable steps to minimise any such Employee Liabilities.

2.2 If any such person as is described in Paragraph 1.2 is neither re employed by the Authority and/or the Former Supplier as appropriate nor dismissed by the Supplier and/or any Sub-contractor within the 15 Working Day period referred to in Paragraph 1.4 such person shall be treated as having transferred to the Supplier and/or the Sub-contractor (as appropriate) and the Supplier shall, or shall procure that the Sub-contractor shall, comply with such obligations as may be imposed upon it under Law.

2.3 Where any person remains employed by the Supplier and/or any Sub-contractor pursuant to Paragraph 2.2, all Employee Liabilities in relation to such employee shall remain with the Supplier and/or the Sub-contractor and the Supplier shall indemnify the Authority and any Former Supplier, and shall procure that the Sub-contractor shall indemnify the Authority 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 Sub-contractor.

2.4 The indemnities in Paragraph 2.1:

- (a) shall not apply to:

- (i) 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,

in any case in relation to any alleged act or omission of the Supplier and/or any Sub-contractor; or

- (ii) any claim that the termination of employment was unfair because the Supplier and/or any Sub-contractor neglected to follow a fair dismissal procedure; and

- (b) shall apply only where the notification referred to in Paragraph 1.2(a) is made by the Supplier and/or any Sub-contractor to the Authority and, if applicable, Former Supplier within 6 months of the Effective Date.

3. PROCUREMENT OBLIGATIONS

- 3.1 Where in this Part C the Authority 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 Authority's contract with the Former Supplier contains a contractual right in that regard which the Authority may enforce, or otherwise so that it requires only that the Authority must use reasonable endeavours to procure that the Former Supplier does or does not act accordingly.

PART D: EMPLOYMENT EXIT PROVISIONS

1. PRE-SERVICE TRANSFER OBLIGATIONS

1.1 The Supplier agrees that within 20 Working Days of the earliest of:

- (a) receipt of a notification from the Authority of a Service Transfer or intended Service Transfer;
- (b) receipt of the giving of notice of early termination or any Partial Termination of this Agreement;
- (c) the date which is 12 months before the end of the Term; and
- (d) receipt of a written request of the Authority at any time (provided that the Authority shall only be entitled to make one such request in any 6 month period),

it shall provide in a suitably anonymised format so as to comply with the DPA, the Supplier's Provisional Supplier Personnel List, together with the Staffing Information in relation to the Supplier's Provisional Supplier Personnel List and it shall provide an updated Supplier's Provisional Supplier Personnel List at such intervals as are reasonably requested by the Authority.

1.2 At least 20 Working Days prior to the Service Transfer Date, the Supplier shall provide to the Authority or at the direction of the Authority to any Replacement Supplier and/or any Replacement Sub-contractor:

- (a) the Supplier's Final Supplier Personnel List, which shall identify which of the Supplier Personnel are Transferring Supplier Employees; and
- (b) the Staffing Information in relation to the Supplier's Final Supplier Personnel List (insofar as such information has not previously been provided).

1.3 The Authority 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 Sub-contractor.

1.4 The Supplier warrants, for the benefit of the Authority, any Replacement Supplier, and any Replacement Sub-contractor 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 Paragraph 1.1(a), 1.1(b) and 1.1(c), the Supplier agrees, that it shall not, and agrees to procure that each Sub-contractor shall not, assign any person to the provision of the Services who is not listed on the Supplier's Provisional Supplier Personnel List and shall not without the approval of the Authority (not to be unreasonably withheld or delayed):

- (a) replace or re-deploy any Supplier Personnel listed on the Supplier Provisional Supplier Personnel 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 he/she replaces;
- (b) make, promise, propose, permit or implement any material changes to the terms and conditions of employment of the Supplier Personnel (including any payments

connected with the termination of employment);

- (c) increase the proportion of working time spent on the Services (or the relevant part of the Services) by any of the Supplier Personnel save for fulfilling assignments and projects previously scheduled and agreed;
- (d) 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 Personnel List;
- (e) 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); or
- (f) terminate or give notice to terminate the employment or contracts of any persons on the Supplier's Provisional Supplier Personnel List save by due disciplinary process,

and shall promptly notify, and procure that each Sub-contractor shall promptly notify, the Authority or, at the direction of the Authority, any Replacement Supplier and any Replacement Sub-contractor of any notice to terminate employment given by the Supplier or relevant Sub-contractor or received from any persons listed on the Supplier's Provisional Supplier Personnel List regardless of when such notice takes effect.

1.6 During the Term, the Supplier shall provide, and shall procure that each Sub-contractor shall provide, to the Authority any information the Authority may reasonably require relating to the manner in which the Services are organised, which shall include:

- (a) the numbers of employees engaged in providing the Services;
- (b) the percentage of time spent by each employee engaged in providing the Services;
- (c) the extent to which each employee qualifies for membership of any of the Schemes or any broadly comparable scheme set up pursuant to the provisions of paragraph 2.2 of the Annex (Pensions) to Part A of this Call Off Schedule 10 or paragraph 2.3 of the Annex (Pensions) to Part B of this Call Off Schedule 10 (as appropriate); and
- (d) a description of the nature of the work undertaken by each employee by location.

- 1.7 The Supplier shall provide, and shall procure that each Sub-contractor shall provide, all reasonable cooperation and assistance to the Authority, any Replacement Supplier and/or any Replacement Sub-contractor 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 5 Working Days following the Service Transfer Date, the Supplier shall provide, and shall procure that each Sub-contractor shall provide, to the Authority or, at the direction of the Authority, to any Replacement Supplier and/or any Replacement Sub-contractor (as appropriate), in respect of each person on the Supplier's Final Supplier Personnel List who is a Transferring Supplier Employee:
- (a) the most recent month's copy pay slip data;
 - (b) details of cumulative pay for tax and pension purposes;
 - (c) details of cumulative tax paid;
 - (d) tax code;
 - (e) details of any voluntary deductions from pay; and
 - (f) bank/building society account details for payroll purposes.

2. EMPLOYMENT REGULATIONS EXIT PROVISIONS

- 2.1 The Authority 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 Agreement or otherwise) resulting in the Services being undertaken by a Replacement Supplier and/or a Replacement Sub-contractor. Such change in the identity of the supplier of such services may constitute a Relevant Transfer to which the Employment Regulations and/or the Acquired Rights Directive will apply. The Authority 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(2) 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 Sub-contractor (as the case may be) and each such Transferring Supplier Employee.

- 2.2 The Supplier shall, and shall procure that each Sub-contractor shall, comply with all its obligations in respect of the Transferring Supplier Employees arising under the Employment Regulations in respect of the period up to (and including) the Service Transfer Date and shall perform and discharge, and procure that each Sub-contractor shall perform and discharge, all its obligations in respect of all the Transferring Supplier Employees arising in respect of the period up to (and including) 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 Schemes which in any case are attributable in whole or in part to the period ending on (and including) the Service Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between: (i) the Supplier and/or the Sub-contractor (as appropriate); and (ii) the Replacement Supplier and/or Replacement Sub-contractor.
- 2.3 Subject to Paragraph 2.4, the Supplier shall indemnify the Authority and/or the Replacement Supplier and/or any Replacement Sub-contractor against any Employee Liabilities arising from or as a result of:
- (a) any act or omission of the Supplier or any Sub-contractor 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;
 - (b) the breach or non-observance by the Supplier or any Sub-contractor occurring on or before the Service Transfer Date of:
 - (i) any collective agreement applicable to the Transferring Supplier Employees; and/or
 - (ii) any other custom or practice with a trade union or staff association in respect of any Transferring Supplier Employees which the Supplier or any Sub-contractor is contractually bound to honour;
 - (c) 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 Sub-contractor to comply with any legal obligation to such trade union, body or person arising on or before the Service Transfer Date;
 - (d) 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:
 - (i) 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 on and before the Service Transfer Date; and

- (ii) in relation to any employee who is not identified in the Supplier's Final Supplier Personnel listlist, and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from the Supplier to the Authority and/or Replacement Supplier and/or any Replacement Sub- contractor, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising on or before the Service Transfer Date;
 - (e) a failure of the Supplier or any Sub-contractor 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 (and including) the Service Transfer Date);
 - (f) any claim made by or in respect of any person employed or formerly employed by the Supplier or any Sub-contractor other than a Transferring Supplier Employee identified in the Supplier's Final Supplier Personnel list for whom it is alleged the Authority and/or the Replacement Supplier and/or any Replacement Sub-contractor may be liable by virtue of this Agreement and/or the Employment Regulations and/or the Acquired Rights Directive; and
 - (g) 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 Sub-contractor 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 Authority and/or Replacement Supplier to comply with regulation 13(4) of the Employment Regulations.
- 2.4 The indemnities 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 Sub-contractor whether occurring or having its origin before, on or after the Service Transfer Date, including any Employee Liabilities:
- (a) arising out of the resignation of any Transferring Supplier Employee before the Service Transfer Date on account of substantial detrimental changes to his/her working conditions proposed by the Replacement Supplier and/or any Replacement Sub-contractor to occur in the period on or after the Service Transfer Date); or
 - (b) arising from the Replacement Supplier's failure, and/or Replacement Sub-contractor's failure, to comply with its obligations under the Employment Regulations.

- 2.5 If any person who is not identified in the Supplier's Final Supplier Personnel list claims, or it is determined in relation to any person who is not identified in the Supplier's Final Supplier Personnel list a Transferring Supplier Employee, that his/her contract of employment has been transferred from the Supplier or any Sub- contractor to the Replacement Supplier and/or Replacement Sub-contractor pursuant to the Employment Regulations or the Acquired Rights Directive, then:
- (a) the Authority shall procure that the Replacement Supplier shall, or any Replacement Sub-contractor shall, within 5 Working Days of becoming aware of that fact, give notice in writing to the Supplier; and
 - (b) the Supplier may offer (or may procure that a Sub-contractor may offer) employment to such person within 15 Working Days of the notification by the Replacement Supplier and/or any and/or Replacement Sub-contractor 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.
- 2.6 If such offer is accepted, or if the situation has otherwise been resolved by the Supplier or a Sub-contractor, the Authority shall procure that the Replacement Supplier shall, or procure that the Replacement Sub-contractor shall, immediately release or procure the release of the person from his/her employment or alleged employment.
- 2.7 If after the 15 Working Day period specified in Paragraph 2.5(b) has elapsed:
- (a) no such offer of employment has been made;
 - (b) such offer has been made but not accepted; or
 - (c) the situation has not otherwise been resolved
- the Authority shall advise the Replacement Supplier and/or Replacement Sub- contractor, as appropriate that it may within 5 Working Days give notice to terminate the employment or alleged employment of such person.
- 2.8 Subject to the Replacement Supplier and/or Replacement Sub-contractor acting in accordance with the provisions of Paragraphs 2.5 to 2.7, and in accordance with all applicable proper employment procedures set out in applicable Law, the Supplier shall indemnify the Replacement Supplier and/or Replacement Sub-contractor against all Employee Liabilities arising out of the termination of employment pursuant to the provisions of Paragraph 2.7 provided that the Replacement Supplier takes, or shall procure that the Replacement Sub-contractor takes, all reasonable steps to minimise any such Employee Liabilities.
- 2.9 The indemnity in Paragraph 2.8:
- (a) shall not apply to:
 - (i) 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,

in any case in relation to any alleged act or omission of the Replacement Supplier and/or Replacement Sub-contractor; or

(ii) any claim that the termination of employment was unfair because the Replacement Supplier and/or Replacement Sub-contractor neglected to follow a fair dismissal procedure; and

(b) shall apply only where the notification referred to in Paragraph 2.5(a) is made by the Replacement Supplier and/or Replacement Sub-contractor to the Supplier within 6 months of the Service Transfer Date .

2.10 If any such person as is described in Paragraph 2.5 is neither re-employed by the Supplier or any Sub-contractor nor dismissed by the Replacement Supplier and/or Replacement Sub-contractor within the time scales set out in Paragraphs 2.5 to 2.7, such person shall be treated as a Transferring Supplier Employee.

2.11 The Supplier shall comply, and shall procure that each Sub-contractor shall comply, with all its obligations under the Employment Regulations and shall perform and discharge, and shall procure that each Sub-contractor shall perform and discharge, all its obligations in respect of any person identified in the Supplier's Final Supplier Personnel 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:

(a) the Supplier and/or any Sub-contractor; and

(b) the Replacement Supplier and/or the Replacement Sub-contractor.

2.12 The Supplier shall, and shall procure that each Sub-contractor shall, promptly provide to the Authority and any Replacement Supplier and/or Replacement Sub- contractor, in writing such information as is necessary to enable the Authority, the Replacement Supplier and/or Replacement Sub-contractor to carry out their respective duties under regulation 13 of the Employment Regulations. The Authority shall procure that the Replacement Supplier and/or Replacement Sub- contractor, shall promptly provide to the Supplier and each Sub-contractor in writing such information as is necessary to enable the Supplier and each Sub- contractor to carry out their respective duties under regulation 13 of the Employment Regulations.

2.13 Subject to Paragraph 2.14, the Authority shall procure that the Replacement Supplier indemnifies the Supplier on its own behalf and on behalf of any Replacement Sub-contractor and its sub-contractors against any Employee Liabilities arising from or as a result of:

(a) any act or omission of the Replacement Supplier and/or Replacement Sub-contractor in respect of any Transferring Supplier Employee identified in the Supplier's Final Supplier Personnel List or any appropriate employee representative (as defined

- in the Employment Regulations) of any such Transferring Supplier Employee ;
- (b) the breach or non-observance by the Replacement Supplier and/or Replacement Sub-contractor on or after the Service Transfer Date of:
 - (i) any collective agreement applicable to the Transferring Supplier Employees identified in the Supplier's Final Supplier Personnel List; and/or
 - (ii) any custom or practice in respect of any Transferring Supplier Employees identified in the Supplier's Final Supplier Personnel List which the Replacement Supplier and/or Replacement Sub-contractor is contractually bound to honour;
 - (c) any claim by any trade union or other body or person representing any Transferring Supplier Employees identified in the Supplier's Final Supplier Personnel List arising from or connected with any failure by the Replacement Supplier and/or Replacement Sub-contractor to comply with any legal obligation to such trade union, body or person arising on or after the Service Transfer Date;
 - (d) any proposal by the Replacement Supplier and/or Replacement Sub- contractor to change the terms and conditions of employment or working conditions of any Transferring Supplier Employees identified in the Supplier's Final Supplier Personnel List on or after their transfer to the Replacement Supplier or Replacement Sub-contractor (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 Personnel 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;
 - (e) any statement communicated to or action undertaken by the Replacement Supplier or Replacement Sub-contractor to, or in respect of, any Transferring Supplier Employee identified in the Supplier's Final Supplier Personnel List on or before the Service Transfer Date regarding the Relevant Transfer which has not been agreed in advance with the Supplier in writing;
 - (f) 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:
 - (i) in relation to any Transferring Supplier Employee identified in the Supplier's Final Supplier Personnel List, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising after the Service Transfer Date; and
 - (ii) in relation to any employee who is not a Transferring Supplier Employee identified in the Supplier's Final Supplier Personnel List, and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from the Supplier or Sub-contractor, to the Replacement Supplier or Replacement Sub-contractor to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial

obligations arising after the Service Transfer Date;

- (g) a failure of the Replacement Supplier or Replacement Sub-contractor 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 Personnel List in respect of the period from (and including) the Service Transfer Date; and
- (h) any claim made by or in respect of a Transferring Supplier Employee identified in the Supplier's Final Supplier Personnel 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 Sub-contractor in relation to obligations under regulation 13 of the Employment Regulations.

2.14 The indemnities in Paragraph 2.13 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 Sub-contractor (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 Sub-contractor (as applicable) to comply with its obligations under the Employment Regulations.

SCHEDULE 15

APPROVED SUB-CONTRACTORS

Quarterly updates of the Sub-Contractor will be provided with the exception of the following Sub-Contractors:

Any changes to the named Sub-Contractors will be notified to the Authority immediately with any replacements to be approved.

ANNEX: LIST OF NOTIFIED SUB-CONTRACTORS

Third party supplier name and address (if not the same as the registered office)	Registered office and company number	Related product/service description

SCHEDULE 16

MARKET STEWARDSHIP PRINCIPLES

INTRODUCTION

The Market Stewardship Principles cover five key principles that must underpin the Supplier's provision of the Services it provides under this Contract and its engagement with all entities to which it Sub-contracts the provision of those Services.

Each of the principles is set out in this Schedule 16 together with guidance as to how the Supplier should respond to its obligations against each of the principles.

1. ADHERENCE TO APPROPRIATE MANAGEMENT OF RISK IN THE SUPPLY CHAIN

All contractual and other risk should be appropriately managed. This should extend to not passing risk down supply chains disproportionately, the management of volume fluctuations and other events and the management of intellectual property rights.

- 1.1 **Meaningful work allocation.** The Supplier should be able to evidence its approach in allocating work to supply chain partners in a manner which meets its obligations under this Contract. Where a supplier is specified in this Contract as a supply chain partner, the Supplier shall refer appropriate work (including volumes, where appropriate) to that supplier.

The Supplier shall record details of all issues arising out of complaints from suppliers that they have not received anticipated work (including volumes, where appropriate) and shall refer these complaints to the Authority.

- 1.2 **Systems for allocation of work to the supplier.** The Supplier should have systems for allocation of specific work to the supplier where the delivery of the services is best served by calling on the particular expertise of the supplier. The allocations should ensure that the services are provided from a supply chain organisation that has the correct level of expertise.

- 1.3 **Volume Fluctuations.** The Supplier must demonstrate to the Authority's satisfaction how it manages any volume fluctuations and the reallocation of work to the supply chain, where appropriate. The potential impact of both increases and particularly reductions in work allocation and associated drop in income, and actions to mitigate these risks, must be set out in the Sub-contract.

- 1.4 **Spot purchase arrangements.** Spot purchase arrangements may be entirely appropriate but can be detrimental to supply chain partners as opposed to more standard contracts that guarantee an income. Suppliers generally, but also in seeking funding or additional business, may be disadvantaged in only being able to reference spot purchase contracts. The Supplier should therefore ensure that wherever 'spot purchase' arrangements are utilised, options to transition to more stable contractual referral systems are reviewed at regular periods.

- 1.5 **Payment terms.** The Supplier should detail a full exploration of payment terms and the impact of these on the supply chain including the requirement for any clawback/repayment if targets (such as performance targets) are not met. The implications of this should be worked through for each year of the Sub-contract.

- 1.6 **Minimum contract term.** Consideration should be given to the needs of the supplier in relation to the contract term. The contract length, if inadequate, may damage the ability of the supplier in seeking new business or additional funding from elsewhere. Supporting statements around expected minimum term of contracts may be helpful to avoid this. A minimum two (2) year term should be appropriate for most supply chain partnerships.

- 1.7 **Intellectual Property Rights (IPR).** The Supplier should set out in the Sub-contract an approach for the handling of intellectual property rights to be established as part of the supply chain selection process.

2. ALIGNMENT OF ETHOS IN THE SUPPLY CHAIN

The Authority envisages that a sustainable relationship is fostered throughout the Contract Period, which meets the expectations of both parties according to the position established at contract inception. In entering into a contractual agreement, there should be an understanding of what is important to both Parties and this should go on to form part of the contractual agreement which will be reviewed throughout the contract term to ensure that expectations are being met. The Authority's market engagement has reinforced that this is an important expectation for many organisations and key to building trust, especially in the early stages of such business relationships.

- 2.1 **Audit trail.** The Supplier must maintain an audit trail of engagement with suppliers that demonstrates compliance with the principles established at the outset of their working relationship and shall include any additional support the Supplier offers.
- 2.2 **Support declared in the bid to supply chain organisations.** The Supplier must publish a statement with regard to the support that is being offered by the Supplier to suppliers. Each support element must be itemised.
- 2.3 **Meetings.** The Supplier must record details of the conduct of all meetings with members of its supply chain and review these records to ensure that they are timely and appropriate and reinforce good relationship management.

3. VISIBILITY ACROSS THE SUPPLY CHAIN:

The Authority expects that all Parties have visibility of participation within the supply chain. This should include payment terms against contractual targets, the volume of business handled by supply chain partners (where appropriate), fair apportionment of work, and how the supply chain adjusts to changing volumes.

- 3.1 **Supply chain sourcing, selection and refresh process.** The Supplier must ensure that the sourcing, selection and refresh process for supply chain partners is transparent. This information must be made freely available to both the Authority and each potential supplier on request.

4. REWARD AND RECOGNITION OF GOOD PERFORMANCE

- 4.1 The Authority considers it important that organisations in the supply chain receive appropriate reward for good performance. Recognition of good performance should be shared across the chain and this should include the sharing of good practice where possible and permitted by law. As industry forums are instigated, methods for sharing data will be developed.

5. APPLICATION OF THE PRINCIPLES OF THE COMPACT IN WORK WITH CIVIL SOCIETY ORGANISATIONS

- 5.1 **Evidence of compliance and other issues.** The Authority has an expectation that the Supplier and its supply chain follow the principles of the Compact when engaging with Civil Society Organisations (as that term is defined in the Compact).

SCHEDULE 17

BUSINESS CONTINUITY AND DISASTER RECOVERY

SECTION 1: BUSINESS CONTINUITY AND DISASTER RECOVERY

1. PURPOSE

- 1.1 This Schedule sets out the Authority's requirements for ensuring continuity of the business processes and operations supported by the Services in circumstances of disruption or failure, and for restoring the Services through business continuity and, as necessary, disaster recovery procedures. It also includes the requirement on the Supplier to develop, review, test, change and maintains a BCDR Plan.

2. BCDR PLAN

- 2.1 Within twenty (20) Working Days from the Commencement Date the Supplier shall prepare and deliver to the Authority for the Authority's Approval a plan, which shall detail the processes and arrangements that the Supplier shall follow to:
- 2.1.1 ensure continuity of the business processes and operations supported by the Services following any failure or disruption of any element of the Services; and
- 2.1.2 the recovery of the Services in the event of a Disaster,
(the **BCDR Plan**)
- 2.2 The BCDR Plan shall be divided into three parts:
- 2.2.1 Part A which shall set out general principles applicable to the BCDR Plan;
- 2.2.2 Part B which shall relate to business continuity (the **Business Continuity Plan**); and
- 2.2.3 Part C which shall relate to disaster recovery (the **Disaster Recovery Plan**); and
- which shall, unless otherwise required by the Authority in writing, be based upon and be consistent with the provisions of Paragraphs 3, 4 and 5 of this Schedule 17.
- 2.3 The Supplier shall ensure that the BCDR Plan incorporates business continuity and disaster recovery plans and procedures in respect of all components of the Services including those provided by Sub-contractors.
- 2.4 Following receipt of the draft BCDR Plan from the Supplier, the Authority shall:
- 2.4.1 review and comment on the draft BCDR Plan as soon as reasonably practicable; and
- 2.4.2 notify the Supplier in writing that it approves or rejects the draft BCDR Plan no later than twenty (20) Working Days after the date on which the draft BCDR Plan is first delivered to the Authority.
- 2.5 If the Authority rejects the draft BCDR Plan:
- 2.5.1 the Authority shall inform the Supplier in writing of its reasons for its rejection; and
- 2.5.2 the Supplier shall then revise the draft BCDR Plan (taking reasonable account of the Authority's comments) and shall re-submit a revised draft BCDR Plan to the Authority for the Authority's approval within twenty (20) Working Days of the date of the Authority's notice of rejection. The provisions of Paragraph 2.4 and this Paragraph 2.5 shall apply again to any resubmitted draft BCDR Plan, provided that either Party may

refer any disputed matters for resolution by the Dispute Resolution Procedure at any time.

3. PART A OF THE BCDR PLAN AND GENERAL PRINCIPLES AND REQUIREMENTS

3.1 Part A of the BCDR Plan shall:

- 3.1.1 set out how the business continuity and disaster recovery elements of the BCDR Plan link to each other;
- 3.1.2 provide details of how the invocation of any element of the BCDR Plan may impact upon the operation of the Services and any services provided to the Authority by Other Suppliers;
- 3.1.3 contain an obligation upon the Supplier to liaise with the Authority and (at the Authority's request) any Other Suppliers with respect to issues concerning business continuity and disaster recovery where applicable;
- 3.1.4 detail how the BCDR Plan links and interoperates with any overarching and/or connected disaster recovery or business continuity plan of the Authority and any of its Other Suppliers in each case as notified to the Supplier by the Authority from time to time;
- 3.1.5 contain a communication strategy including details of an incident and problem management service and advice and help desk facility which can be accessed via multi-channels (including but without limitation a web-site (with FAQs), e-mail, phone and fax) for both portable and desk top configurations, where required by the Authority;
- 3.1.6 contain a risk analysis, including:
 - (a) failure or disruption scenarios and assessments and estimates of frequency of occurrence;
 - (b) identification of any single points of failure within the Services and processes for managing the risks arising therefrom;
 - (c) identification of risks arising from the interaction of the Services with the services provided by a Other Suppliers; and
 - (d) a business impact analysis (detailing the impact on business processes and operations) of different anticipated failures or disruptions;
- 3.1.7 provide for documentation of processes, including business processes, and procedures;
- 3.1.8 set out key contact details (including roles and responsibilities) for the Supplier (and any Sub-contractors) and for the Authority;
- 3.1.9 identify the procedures for reverting to "normal service";
- 3.1.10 set out method(s) of recovering or updating data collected (or which ought to have been collected) during a failure or disruption to ensure that there is no data loss and to preserve data integrity;
- 3.1.11 identify the responsibilities (if any) that the Authority has agreed it will assume in the event of the invocation of the BCDR Plan; and

- 3.1.12 provide for the provision of technical advice and assistance to key contacts at the Authority as notified by the Authority from time to time to inform decisions in support of the Authority's business continuity plans.
- 3.2 The BCDR Plan shall be designed so as to ensure that:
 - 3.2.1 the Services are provided in accordance with this Contract at all times during and after the invocation of the BCDR Plan;
 - 3.2.2 the adverse impact of any Disaster, service failure, or disruption on the operations of the Authority is minimal as far as reasonably possible;
 - 3.2.3 it complies with the relevant provisions of ISO/IEC 27002 (as amended) and all other industry standards from time to time in force; and
 - 3.2.4 there is a process for the management of disaster recovery testing detailed in the BCDR Plan.
- 3.3 The BCDR Plan shall be upgradeable and sufficiently flexible to support any changes to the Services or to the business processes facilitated by and the business operations supported by the Services.
- 3.4 The Supplier shall not be entitled to any relief from its obligations under the CAS3 Key Performance Indicators or to any increase in the Contract Price to the extent that a Disaster occurs as a consequence of any breach by the Supplier of this Contract.

4. PART B: BUSINESS CONTINUITY PLAN - PRINCIPLES AND CONTENTS

- 4.1 The Business Continuity Plan shall set out the arrangements that are to be invoked to ensure that the business processes and operations facilitated by the Services remain supported and to ensure continuity of the business operations supported by the Services including, unless the Authority expressly states otherwise in writing:
 - 4.1.1 the alternative processes (including business processes), options and responsibilities that may be adopted in the event of a failure in or disruption to the Services; and
 - 4.1.2 the steps to be taken by the Supplier upon resumption of the Services in order to address any prevailing effect of the failure or disruption including a root cause analysis of the failure or disruption.
- 4.2 The Business Continuity Plan shall:
 - 4.2.1 address the various possible levels of failures of or disruptions to the Services;
 - 4.2.2 set out the services to be provided and the steps to be taken to remedy the different levels of failures of and disruption to the Services (such services and steps being the **Business Continuity Services**);
 - 4.2.3 specify any applicable CAS3 Key Performance Indicators with respect to the provision of the Business Continuity Services and details of any agreed relaxation to the CAS3 Key Performance Indicators in respect of other Services during any period of invocation of the Business Continuity Plan; and
 - 4.2.4 clearly set out the conditions and/or circumstances under which the Business Continuity Plan is invoked.

5. PART C: DISASTER RECOVERY PLAN - PRINCIPLES AND CONTENTS

- 5.1 The Disaster Recovery Plan shall be designed so as to ensure that upon the occurrence of a Disaster the Supplier ensures continuity of the business operations of the Authority supported by the Services following any Disaster or during any period of service failure or disruption with, as far as reasonably possible, minimal adverse impact.
- 5.2 The Disaster Recovery Plan shall be invoked only upon the occurrence of a Disaster.
- 5.3 The Disaster Recovery Plan shall include the following:
 - 5.3.1 the technical design and build specification of the Disaster Recovery System;
 - 5.3.2 details of the procedures and processes to be put in place by the Supplier and any Sub-contractors in relation to the Disaster Recovery System and the provision of the Disaster Recovery Services and any testing of the same including but not limited to the following:
 - (a) data centre and disaster recovery site audits;
 - (b) backup methodology and details of the Supplier's approach to data back-up and data verification;
 - (c) identification of all potential disaster scenarios;
 - (d) risk analysis;
 - (e) documentation of processes and procedures;
 - (f) hardware configuration details;
 - (g) network planning including details of all relevant data networks and communication links;
 - (h) invocation rules;
 - (i) Service recovery procedures; and
 - (j) steps to be taken upon resumption of the Services to address any prevailing effect of the failure or disruption of the Services;
 - 5.3.3 any applicable CAS3 Key Performance Indicators with respect to the provision of the Disaster Recovery Services and details of any agreed relaxation to the CAS3 Key Performance Indicators in respect of other Services during any period of invocation of the Disaster Recovery Plan;
 - 5.3.4 details of how the Supplier shall ensure compliance with security standards ensuring that compliance is maintained for any period during which the Disaster Recovery Plan is invoked;
 - 5.3.5 access controls to any disaster recovery sites used by the Supplier in relation to its obligations pursuant to this Schedule; and
 - 5.3.6 testing and management arrangements.

6. REVIEW AND AMENDMENT OF THE BCDR PLAN

- 6.1 The Supplier shall review part or all of the BCDR Plan (and the risk analysis on which it is based):
 - 6.1.1 on a regular basis and as a minimum once every six (6) Months;

- 6.1.2 within three (3) calendar Months of the BCDR Plan (or any part) having been invoked pursuant to Paragraph 8; and
 - 6.1.3 where the Authority requests any additional reviews (over and above those provided for in Paragraphs 6.1.1 and 6.1.2) by notifying the Supplier to such effect in writing, whereupon the Supplier shall conduct such reviews in accordance with the Authority's written requirements. Prior to starting its review, the Supplier shall provide an accurate written estimate of the total costs payable by the Authority for the Authority's approval. The costs of both Parties of any such additional reviews shall be met by the Authority except that the Supplier shall not be entitled to charge the Authority for any costs that it may incur above any estimate without the Authority's prior written approval.
- 6.2 Each review of the BCDR Plan pursuant to Paragraph 6.1 shall be a review of the procedures and methodologies set out in the BCDR Plan and shall assess their suitability having regard to any change to the Services or any underlying business processes and operations facilitated by or supported by the Services which have taken place since the later of the original Approval of the BCDR Plan or the last review of the BCDR Plan and shall also have regard to any occurrence of any event since that date (or the likelihood of any such event taking place in the foreseeable future) which may increase the likelihood of the need to invoke the BCDR Plan. The review shall be completed by the Supplier within the period required by the BCDR Plan or, if no such period is required, within such period as the Authority shall reasonably require. The Supplier shall, within twenty (20) Working Days of the conclusion of each such review of the BCDR Plan, provide to the Authority a report (a **Review Report**) setting out:
- 6.2.1 the findings of the review;
 - 6.2.2 any changes in the risk profile associated with the Services; and
 - 6.2.3 the Supplier's proposals for addressing any changes in the risk profile and its proposals for amendments to the BCDR Plan following the review detailing the impact (if any and to the extent that the Supplier can reasonably be expected to be aware of the same) that the implementation of such proposals may have on any services or systems provided by a third party (the **Supplier's Risk Profile Proposals**).
- 6.3 Following receipt of the Review Report and the Supplier's Risk Profile Proposals, the Authority shall:
- 6.3.1 review and comment on the Review Report and the Supplier's Risk Profile Proposals as soon as reasonably practicable; and
 - 6.3.2 notify the Supplier in writing that it approves or rejects the Review Report and the Supplier's Risk Profile Proposals no later than twenty (20) Working Days after the date on which they are first delivered to the Authority.
- 6.4 If the Authority rejects the Review Report and/or the Supplier's Risk Profile Proposals:
- 6.4.1 the Authority shall inform the Supplier in writing of its reasons for its rejection; and
 - 6.4.2 the Supplier shall then revise the Review Report and/or the Supplier's Risk Profile Proposals as the case may be (taking reasonable account of the Authority's comments and carrying out any necessary actions in connection with the revision) and shall re-submit a revised Review Report and/or revised Supplier's Risk Profile Proposals to the Authority for the Authority's approval within twenty (20) Working Days of the date of the Authority's notice of rejection. The provisions of Paragraph 6.3 and this Paragraph 6.4 shall apply again to any resubmitted Review Report and Supplier's Risk Profile Proposals, provided that either Party may refer any disputed matters for resolution by the Dispute Resolution Procedure at any time.

- 6.5 The Supplier shall as soon as is reasonably practicable after receiving the Authority's Approval of the Supplier's Risk Profile Proposals (having regard to the significance of any risks highlighted in the Review Report) effect any change in its practices or procedures necessary so as to give effect to the Supplier's Proposals. Any such change shall be at the Supplier's expense unless it can be reasonably shown that the changes are required because of a material change to the risk profile of the Services.

7. TESTING OF THE BCDR PLAN

- 7.1 The Supplier shall test the BCDR Plan on a regular basis (on the anniversary of each year following the Commencement Date). Subject to Paragraph 7.2, the Authority may require the Supplier to conduct additional tests of some or all aspects of the BCDR Plan at any time where the Authority considers it necessary, including where there has been any change to the Services or any underlying business processes, or on the occurrence of any event which may increase the likelihood of the need to implement the BCDR Plan.
- 7.2 If the Authority requires an additional test of the BCDR Plan, it shall give the Supplier written notice and the Supplier shall conduct the test in accordance with the Authority's requirements and the relevant provisions of the BCDR Plan. The Supplier's costs of the additional test shall be borne by the Authority provided prior to starting such test, the Supplier shall provide an accurate written estimate of the total costs payable by the Authority for the Authority's approval save for when the BCDR Plan fails the additional test in which case the Supplier's costs of that failed test shall be borne by the Supplier.
- 7.3 The Supplier shall undertake and manage testing of the BCDR Plan in full consultation with the Authority and shall liaise with the Authority in respect of the planning, performance, and review, of each test, and shall comply with the reasonable requirements of the Authority in this regard. Each test shall be carried out under the supervision of the Authority or its nominee.
- 7.4 The Supplier shall ensure that any use by it or any Sub-contractor of "live" data in such testing is first approved with the Authority. Copies of live test data used in any such testing shall be (if so required by the Authority) destroyed or returned to the Authority on completion of the test.
- 7.5 The Supplier shall, within twenty (20) Working Days of the conclusion of each test, provide to the Authority a report setting out:
- 7.5.1 the outcome of the test;
 - 7.5.2 any failures in the BCDR Plan (including the BCDR Plan's procedures) revealed by the test; and
 - 7.5.3 the Supplier's proposals for remedying any such failures.
- 7.6 Following each test, the Supplier shall take all reasonable measures requested by the Authority, (including requests for the re-testing of the BCDR Plan) to remedy any failures in the BCDR Plan and such remedial activity and re-testing shall be completed by the Supplier, at no additional cost to the Authority, by the date reasonably required by the Authority and set out in such notice.
- 7.7 For the avoidance of doubt, the carrying out of a test of the BCDR Plan (including a test of the BCDR Plan's procedures) shall not relieve the Supplier of any of its obligations under this Contract.
- 7.8 The Supplier shall also perform a test of the BCDR Plan in the event of any major reconfiguration of the Services or as otherwise reasonably requested by the Authority.

8. INVOCATION OF THE BCDR PLAN

- 8.1 The Supplier shall ensure that it is able to implement the BCDR Plan at any time in accordance with its terms.

- 8.2 In the event of a complete loss of service or in the event of a Disaster, the Supplier shall immediately invoke the BCDR Plan (and shall inform the Authority promptly of such invocation) such that the provision of the Services is resumed within two (2) hours. In all other instances the Supplier shall only invoke or test the BCDR Plan with the prior consent of the Authority.

SCHEDULE 18

DATA PROCESSING

The contact details of the Authority's Data Protection Officer are: privacy@justice.gov.uk or Data Protection Officer, 102 Petty France, London, SW1H 9AJ.

The contact details of the Supplier's Data Protection Officer are: [REDACTED]

The Supplier shall comply with any further written instructions with respect to processing by the Authority.

Any such further instructions shall be incorporated into this Schedule 18.

Description	Details
Subject matter of the processing	<i>The processing is needed in order to ensure that the Supplier can effectively deliver the CAS3 contract to provide accommodation and support services to Persons on Probation</i>
Duration of the processing	<i>Go live date; Day 1 of service commencement until the contract end date.</i>
Nature and purposes of the processing	<i>The intended purpose is to enable the Person on Probation to be provided with temporary accommodation. Personal data will be provided with the consent of the Person on Probation and must only be used for the specific purpose as detailed in the consent form. These purposes include meeting contract reporting requirements, statutory obligations and to ensure the safety of all stakeholders and to enable the right level of support and learning adoption. Processing activities associated with these purposes will include collection, recording, organising, storage, and dissemination of personal data. The disclosure may be by hand, or by electronic means. The data will only be retained for as long as is necessary in relation to the provision of temporary accommodation.</i>
Type of Personal Data being Processed	<i>Name, address, telephone number, date of birth, ethnicity, and risk indicators and behaviours, including details of any offences, previous convictions and court orders / licence conditions..</i>
Categories of Data Subject	<i>Persons on Probation</i>
Plan for destruction of the data once the processing is complete Unless requirement under union or member state law to preserve that type of data	<i>Personal data of Persons on Probation shall only be kept to the extent it is needed. Personal data shall be deleted 12 weeks after the resident has moved out of CAS3 accommodation</i>

SCHEDULE 19

COMMERCIALLY SENSITIVE INFORMATION

1. Without prejudice to the Authority's general obligation of confidentiality, the Parties acknowledge that the Authority may have to disclose Information in or relating to the Contract following a Request for Information pursuant to clause E5 (Freedom of Information).
2. In this Schedule 19 the Parties have sought to identify the Supplier's Confidential Information that is genuinely commercially sensitive and the disclosure of which would be contrary to the public interest.
3. 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 19 applies.
4. Without prejudice to the Authority's obligation to disclose Information in accordance with the FOIA and the EIR, the Authority will, acting reasonably but in its sole discretion, seek to apply the commercial interest's exemption set out in s.43 of the FOIA to the Information listed below.

SUPPLIER'S COMMERCIALLY SENSITIVE INFORMATION	DATE	DURATION OF CONFIDENTIALITY

SCHEDULE 20

STATUTORY OBLIGATIONS AND CORPORATE SOCIAL RESPONSIBILITY

1. WHAT THE AUTHORITY EXPECTS FROM THE SUPPLIER

- 1.1 In September 2017, Her Majesty's Government published a Supplier Code of Conduct (the "**Code**") setting out the standards and behaviours expected of suppliers who work with government. The Code can be found online at:

https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/646497/2017-09-30_Official_Sensitive_Supplier_Code_of_Conduct_September_2017.pdf

- 1.2 The Authority expects the Supplier and its Sub-Contractors to comply with their legal obligations, in particular those in Part 1 of this Schedule 20, and to meet the standards set out in the Code as a minimum. The Authority also expects the Supplier and its Sub-Contractors to use reasonable endeavours to comply with the standards in Part 2 of this Schedule 20.

PART 1 Statutory Obligations

2. EQUALITY AND ACCESSIBILITY

- 2.1 The Supplier shall:

- (a) perform its obligations under the Contract in accordance with:
 - i) all applicable equality Law (whether in relation to race, sex, gender reassignment, age, disability, sexual orientation, religion or belief, pregnancy maternity or otherwise);
 - ii) the Authority's equality, diversity and inclusion policy as given to the Supplier from time to time;
 - iii) any other requirements and instructions which the Authority reasonably imposes regarding any equality obligations imposed on the Authority at any time under applicable equality law; and
- (b) take all necessary steps and inform the Authority of the steps taken to prevent unlawful discrimination designated as such by any court or tribunal, or the Equality and Human Rights Commission (or any successor organisation).

3. MODERN SLAVERY

- 3.1 The Supplier shall, and procure that each of its Sub-Contractors shall, comply with:

- (a) the MSA; and
- (b) the Authority's anti-slavery policy as provided to the Supplier from time to time ("**Anti-slavery Policy**").

- 3.2 The Supplier shall:

- (a) implement due diligence procedures for its Sub-Contractors and other participants in its supply chains, to ensure that there is no slavery or trafficking in its supply chains;
- (b) respond promptly to all slavery and trafficking due diligence questionnaires issued to it by the Authority from time to time and shall ensure that its responses to all such questionnaires are complete and accurate;

- (c) prepare and deliver to the Authority each year, an annual slavery and trafficking report setting out the steps it has taken to ensure that slavery and trafficking is not taking place in any of its supply chains or in any part of its business;
- (d) maintain a complete set of records to trace the supply chain of all Services provided to the Authority regarding the Contract;
- (e) report the discovery or suspicion of any slavery or trafficking by it or its Sub-Contractors to the Authority and to the Modern Slavery Helpline; and
- (f) implement a system of training for its employees to ensure compliance with the MSA including highlighting to its employees the existence and contact details of the Modern Slavery Helpline.

3.3 The Supplier represents, warrants and undertakes throughout the Term that:

- (a) it conducts its business in a manner consistent with all applicable laws, regulations and codes including the MSA and all analogous legislation in place in any part of the world;
- (b) its responses to all slavery and trafficking due diligence questionnaires issued to it by the Authority from time to time are complete and accurate; and
- (c) neither the Supplier nor any of its Sub-Contractors, nor any other persons associated with it:
 - i. has been convicted of any offence involving slavery and trafficking; or
 - ii. has been or is the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence regarding slavery and trafficking.

3.4 The Supplier shall notify the Authority as soon as it becomes aware of:

- (a) any breach, or potential breach, of the Anti-Slavery Policy; or
- (b) any actual or suspected slavery or trafficking in a supply chain which relates to the Contract.

3.5 If the Supplier notifies the Authority pursuant to paragraph 3.4 of this Schedule 20, it shall respond promptly to the Authority'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 the Contract.

3.6 If the Supplier is in Default under paragraphs 3.2 or 3.3 of this Schedule 20 the Authority may by notice:

- (a) require the Supplier to remove from performance of the Contract any Sub-Contractor, Staff or other persons associated with it whose acts or omissions have caused the Default; or
- (b) immediately terminate the Contract.

4. INCOME SECURITY

4.1 The Supplier shall:

- (a) ensure that all pay and benefits paid for a standard working week meet, at least, national legal standards in the country of employment;
- (b) provide all Staff with written and readily understandable information about their employment conditions in respect of pay before they enter employment and about their pay for the pay period concerned each time that they are paid;
- (c) not make deductions from pay:
 - (i) as a disciplinary measure;
 - (ii) except where permitted by Law and the terms of the employment contract; and
 - (iii) without express permission of the person concerned
- (d) record all disciplinary measures taken against Staff.

5. WORKING HOURS

5.1 The Supplier shall ensure that:

- (a) the working hours of Staff comply with the Law, and any collective agreements;
- (b) the working hours of Staff, excluding overtime, is defined by contract, do not exceed 48 hours per week unless the individual has agreed in writing, and that any such agreement is in accordance with the Law;
- (c) overtime is used responsibly, considering:
 - (i) the extent;
 - (ii) frequency; and
 - (iii) hours worked;
- (d) the total hours worked in any seven-day period shall not exceed 60 hours, except where covered by paragraph 5.1 (e);
- (e) working hours do not exceed 60 hours in any seven-day period unless:
 - (i) it is allowed by Law;
 - (ii) it is allowed by a collective agreement freely negotiated with a worker's organisation representing a significant portion of the workforce;
 - (iii) appropriate safeguards are taken to protect the workers' health and safety; and
 - (iv) the Supplier can demonstrate that exceptional circumstances apply such as unexpected production peaks, accidents or emergencies;
- (f) all Supplier Staff are provided with at least:
 - (i) 1 day off in every 7-day period; or
 - (ii) where allowed by Law, 2 days off in every 14-day period.

6. RIGHT TO WORK

6.1 The Supplier shall:

- (a) ensure that all Staff, are employed on the condition that they are permitted to work in the UK, and;
- (b) notify the authority immediately if an employee is not permitted to work in the UK.

7. HEALTH AND SAFETY

7.1 The Supplier shall perform its obligations under the Contract in accordance with:

- (a) all applicable Law regarding health and safety; and
- (b) the Authority's Health and Safety Policy while at the Authority's Premises.

7.2 Each Party shall notify the other as soon as practicable of any health and safety incidents or material health and safety hazards at the Authority's Premises of which it becomes aware and which relate to or arise in connection with the performance of the Contract. The Supplier shall instruct Staff to adopt any necessary safety measures in order to manage the risk.

8. WELSH LANGUAGE REQUIREMENTS

8.1 The Supplier shall comply with the Welsh Language Act 1993 and the Welsh Language Scheme as if it were the Authority to the extent that the same relate to the provision of the Services.

9. FRAUD AND BRIBERY

9.1 The Supplier represents and warrants that neither it, nor to the best of its knowledge any Staff, have at any time prior to the Commencement Date:

- (a) committed a Prohibited Act or been formally notified that it is subject to an investigation or prosecution which relates to an alleged Prohibited Act; and/or
- (b) been listed by any Government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in Government procurement programmes or contracts on the grounds of a Prohibited Act.

9.2 The Supplier shall not during the Term:

- (a) commit a Prohibited Act; and/or
- (b) do or suffer anything to be done which would cause the Authority or any of its employees, consultants, contractors, sub-contractors or agents to contravene any of the Relevant Requirements or otherwise incur any liability in relation to the Relevant Requirements.

9.3 The Supplier shall, during the Term:

- (a) establish, maintain and enforce, and require that its Sub-Contractors establish, maintain and enforce, policies and procedures which are adequate to ensure compliance with the Relevant Requirements and prevent the occurrence of a Prohibited Act;
- (b) have in place reasonable prevention measures (as defined in section 45(3) and 46(4) of the Criminal Finance Act 2017) to ensure that Associated Persons of the Supplier do not commit tax evasion facilitation offences as defined under that Act;
- (c) keep appropriate records of its compliance with its obligations under paragraphs 9.3(a) 9.3(b) and make such records available to the Authority on request; and

- (d) take account of any guidance about preventing facilitation of tax evasion offences which may be published and updated in accordance with section 47 of the Criminal Finances Act 2017.
- 9.4 The Supplier shall immediately notify the Authority in writing if it becomes aware of any breach of paragraphs 9.1 and/or 9.2, or has reason to believe that it has or any of the Staff have:
- (a) been subject to an investigation or prosecution which relates to an alleged Prohibited Act;
 - (b) been listed by any Government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in Government procurement programmes or contracts on the grounds of a Prohibited Act; and/or
 - (c) received a request or demand for any undue financial or other advantage of any kind in connection with the performance of the Contract or otherwise suspects that any person directly or indirectly connected with the Contract has committed or attempted to commit a Prohibited Act.
- 9.5 If the Supplier notifies the Authority pursuant to paragraph 9.4, the Supplier shall respond promptly to the Authority's enquiries, co-operate with any investigation, and allow the Authority to Audit any books, records and/or any other relevant documentation.
- 9.6 If the Supplier is in Default under paragraphs 9.1 and/or 9.2, the Authority may by notice:
- (a) require the Supplier to remove from performance of the Contract any Staff whose acts or omissions have caused the Default; or
 - (b) immediately terminate the Contract.
- 9.7 Any notice served by the Authority under paragraph 9.6 shall specify the nature of the Prohibited Act, the identity of the party who the Authority believes has committed the Prohibited Act and the action that the Authority has taken (including, where relevant, the date on which the Contract terminates).

PART 2 Corporate Social Responsibility

10. ZERO HOURS CONTRACTS

- 10.1 Any reference to zero hours contracts, for the purposes of this Contract, means as they relate to employees or workers and not those who are genuinely self-employed and undertaking work on a zero hours arrangement.
- 10.2 When offering zero hours contracts, the Supplier shall consider and be clear in its communications with its employees and workers about:
- (a) whether an individual is an employee or worker and what statutory and other rights they have;
 - (b) the process by which work will be offered and assurance that they are not obliged to accept work on every occasion; and
 - (c) how the individual's contract will terminate, for example, at the end of each work task with notice given by either party.
- or

11. SUSTAINABILITY

- 11.1 The Supplier shall:
- (a) comply with the applicable Government Buying Standards;

- (b) provide, from time to time, in a format reasonably required by the Authority, reports on the environmental effects of providing the Goods and Services;
- (c) maintain ISO 14001 or BS 8555 or an equivalent standard intended to manage its environmental responsibilities; and
- (d) perform its obligations under the Contract in a way that:
 - (i) supports the Authority's achievement of the Greening Government Commitments;
 - (ii) conserves energy, water, wood, paper and other resources;
 - (iii) reduces waste and avoids the use of ozone depleting substances; and (iv) minimises the release of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment