Framework Schedule 6 (Order Form Template and Call-Off Schedules)

Order Form

CALL-OFF REFERENCE:	con_3883
THE BUYER:	Department for Business, Energy & Industrial Strategy
BUYER ADDRESS	1 Victoria Street, London SW1H 0ET
THE SUPPLIER:	DENTONS UK AND MIDDLE EAST LLP
SUPPLIER ADDRESS:	[redacted]
REGISTRATION NUMBER:	
DUNS NUMBER:	
SID4GOV ID:	N/A

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 3rd April 2022. It's issued under the Framework Contract with the reference number Legal Services Panel RM6179 for the provision of legal advice and services.

CALL-OFF LOT(S):
Lot 1 – General Legal Advice and Services

CALL-OFF INCORPORATED TERMS

The following documents are incorporated into this Call-Off Contract. Where numbers are missing we are not using those schedules. If the documents conflict, the following order of precedence applies:

1. This Order Form including the Call-Off Special Terms and Call-Off Special Schedules.
2. Joint Schedule 1(Definitions and Interpretation) RM6179
3. Framework Special Terms
4. The following Schedules in equal order of precedence:
   - Joint Schedules for RM6179
     - Joint Schedule 2 (Variation Form)
     - Joint Schedule 3 (Insurance Requirements)
     - Joint Schedule 4 (Commercially Sensitive Information)
     - Joint Schedule 10 (Rectification Plan)
     - Joint Schedule 11 (Processing Data)

   - Call-Off Schedules for Surge Capacity Mini-External Legal Panel CCS Legal Services Panel Framework RM6179 lot 1: general legal advice and services:
     - Call-Off Schedule 1 (Transparency Reports)
     - Call-Off Schedule 2 (Staff Transfer)
     - Call-Off Schedule 3 (Continuous Improvement)
     - Call-Off Schedule 5 (Pricing Details)
     - Call-Off Schedule 7 (Key Supplier Staff)
     - Call-Off Schedule 9 (Security)
     - Call-Off Schedule 12 (Clustering)
     - Call-Off Schedule 14 (Service Levels)
     - Call-Off Schedule 15 (Call-Off Contract Management)
     - Call-Off Schedule 20 (Call-Off Specification)
5. Call-Off Schedule 25 (Secondment Agreement Template) CCS Core Terms (version 3.0.11)
6. Joint Schedule 5 (Corporate Social Responsibility) RM6179
7. Call-Off Schedule 4 (Call-Off Tender) as long as any parts of the Call-Off Tender that offer a better commercial position for the Buyer (as decided by the Buyer) take precedence over the documents above.

No other Supplier terms are part of the Call-Off Contract. That includes any terms written on the back of, added to this Order Form, or presented at the time of delivery.

CALL-OFF SPECIAL TERMS

None.

CALL-OFF START DATE: 17 April 2023

CALL-OFF EXPIRY DATE: 17 April 2025

CALL-OFF INITIAL PERIOD: 2 years

CALL-OFF OPTIONAL EXTENSION PERIOD: Two optional extension periods of one year each (+1+1)

WORKING DAY
For the purposes of this Call-Off Contract, "**Working Day**" shall mean any day, including Saturdays and Sundays and public holidays

CALL-OFF DELIVERABLES
The Buyer is entitled to 2 hours of free initial consultation and legal advice with each Call-Off Contract in accordance with Paragraph 5.2 of Framework Schedule 1 (Specification).

See details in Call-Off Schedule 20 (Call-Off Specification).

MANAGEMENT OF CONFLICT OF INTEREST
Nothing additional to the CCS Core Terms (Version 3.0.11)

CONFIDENTIALITY
As per CCS Core Terms (Version 3.0.11). Additional requirements will be considered on each draw down.

IPR
Nothing additional to the CCS Core Terms (Version 3.0.11): Clause 9 (IPRs) assigns all IPRs in the outputs from the Deliverables to the Supplier, with a licence from the Supplier to the Buyer to use, transfer and sub-licence such rights.

MAXIMUM LIABILITY
The limitation of liability for this Call-Off Contract is stated in Clause 11.2 of the Core Terms, and as amended by the Framework Special Terms.

[redacted]

CALL-OFF CHARGES
The Supplier shall charge for the Services at the rates set out in the table below:

[redacted]

VOLUME DISCOUNTS
Where the Supplier provides Volume Discounts, the applicable percentage discount (set out in Table 2 of Annex 1 of Framework Schedule 3 (Framework Prices)) shall automatically be applied by the Supplier to all Charges it invoices regarding the Deliverables on and from the date and time when the applicable Volume Discount threshold is met and in accordance with Paragraphs 8, 9 and 10 of Framework Schedule 3.

REIMBURSABLE EXPENSES
None

DISBURSEMENTS
Not Payable

ADDITIONAL TRAINING CHARGE
None

SECONDMENT CHARGE
If a Secondee requirement arises during the Contract Period, it can be dealt with using the Variation Procedure and Joint Schedule 2 (Variations).

PAYMENT METHOD

Payment by purchase order on receipt of valid invoice.

Payment in arrears upon submission of a compliant invoice.

£ STERLING CLIENT ACCOUNT BANK	
[redacted]	

BUYER'S INVOICING ADDRESS:
All draft invoices, after verified and approved by the Buyer, must be sent, quoting a valid purchase order number (PO Number), to:

[redacted]

BUYER'S AUTHORISED REPRESENTATIVE
Additional Customer Representatives may be notified to the Supplier in relation to each individual instruction as appropriate.

[redacted]

[redacted]

BUYER'S ENVIRONMENTAL POLICY
BEIS: Environmental Policy, September 2021, available online at:
https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/1030915/beis-environmental-policy.pdf

BUYER'S SECURITY POLICY
BEIS Information Security Policy
https://www.gov.uk/government/publications/security-policy-framework

BUYER'S ICT POLICY
BEIS Policy Guidance for the Implementation of the Network and Information Systems Regulations available online at:
https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/1022987/beis-policy-guidance-implementation-network-information-systems-regulations.pdf

SUPPLIER'S AUTHORISED REPRESENTATIVE
[redacted]

SUPPLIER'S CONTRACT MANAGER
[redacted]

PROGRESS REPORT
The Supplier shall prepare at no cost to the Buyer a monthly summary report setting out:

1. A brief update on the status of each matter on which the Supplier is instructed by the Buyer under this Call-Off Contract, including performance against KPIs, risks and issues and alerts at 755 or 90% spend); and
2. A WIP report detailing:

i. the charges billed to date on each matter;
i. the work completed for each matter;
ii. the total spend to date across all matters;
iii. performance against KPIs (agreed timescales, GLD /AGO risk guidance, response times and absence of errors);
iv. risks and issues.

The supplier shall also provide a quarterly forward look showing work on hand or anticipated, and a capacity tracker.

Separate WIPs and 75 and 90% spend alerts should be provided on individual work packages as agreed.

PROGRESS REPORT FREQUENCY
The Supplier shall prepare progress reports upon request of the buyer on the first Working Day of each calendar month.

PROGRESS MEETINGS AND PROGRESS MEETING FREQUENCY
The Suppliers shall attend quarterly review meetings with BEIS at no charge to BEIS for up to 2 hours. BEIS shall decide whether these quarterly review meetings shall be in person or virtually and quarterly review meetings shall be attended by the Supplier's lead partner to discuss the Supplier's performance.

KEY STAFF
[redacted]

[redacted]

KEY SUBCONTRACTOR(S)
Not Applicable

COMMERCIALLY SENSITIVE INFORMATION
As per Joint Schedule 4 (Commercially Sensitive Information)

SERVICE CREDITS
Not applicable

ADDITIONAL INSURANCES
Not applicable

GUARANTEE
Not applicable

SOCIAL VALUE COMMITMENT
The Supplier agrees, in providing the Deliverables and performing its obligations under the Call-Off Contract, that it will comply with the social value commitments in Call-Off Schedule 4 (Call-Off Tender).

Call-Off Schedule 1 (Transparency Reports)

1.1 The Supplier recognises that the Buyer is subject to PPN 01/17 (Updates to transparency principles v1.1 (https://www.gov.uk/government/publications/procurement-policy-note-0117-update-to-transparency-principles). The Supplier shall comply with the provisions of this Schedule in order to assist the Buyer with its compliance with its obligations under that PPN.

1.2 Without prejudice to the Supplier's reporting requirements set out in the Framework Contract, within three (3) Months of the Start Date the Supplier shall submit to the Buyer for Approval (such Approval not to be unreasonably withheld or delayed) draft Transparency Reports consistent with the content requirements and format set out in the Annex of this Schedule.

1.3 If the Buyer rejects any proposed Transparency Report submitted by the Supplier, the Supplier shall submit a revised version of the relevant report for further Approval within five (5) days of receipt of any notice of rejection, taking account of any recommendations for revision and improvement to the report provided by the Buyer. If the Parties fail to agree on a draft Transparency Report the Buyer shall determine what should be included. Any other disagreement in connection with Transparency Reports shall be treated as a Dispute.

1.4 The Supplier shall provide accurate and up-to-date versions of each Transparency Report to the Buyer at the frequency referred to in the Annex of this Schedule.

Annex A: List of Transparency Reports

Title	Content	Format	Frequency
Performance	Accurate Management Information (MI) on Supplier Service Level Performance. This shall exclude information where the publication of information: • would impede law enforcement or would otherwise be contrary to the public interest; • would prejudice the legitimate Commercial interests of the Supplier; or • might prejudice fair competition between the Supplier and other suppliers in the market for future opportunities.	As agreed with the Supplier. Additionally, the Supplier shall respond to requests for the provision of information in response to the Buyer's disclosure obligations under Government Transparency Standards, the Freedom of Information Act, Environmental Information Regulations and Parliamentary Questions.	As agreed in Call-Off Schedule 14. Additional information per Buyer's request.
Call-Off Contract Charges	Call-Off contract charges. This shall exclude information where the publication of	The Supplier shall respond to requests for the provision of information in response to the Buyer's disclosure	Per Buyer's request.

	information: • would impede law enforcement or would otherwise be contrary to the public interest; • would prejudice the legitimate Commercial interests of the Supplier; or • might prejudice fair competition between the Supplier and other suppliers in the market for future opportunities.	obligations under Government Transparency Standards, the Freedom of Information Act, Environmental Information Regulations and Parliamentary Questions.	

Call-Off Schedule 2 (Staff Transfer)

1. Definitions

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

"Acquired Rights Directive"	the European Council Directive 77/187/EEC on the approximation of laws of European member states relating to the safeguarding of employees' rights in the event of transfers of undertakings, businesses or parts of undertakings or businesses, as amended or re-enacted from time to time;
"Employee Liability"	all claims, actions, proceedings, orders, demands, complaints, investigations (save for any claims for personal injury which are covered by insurance) and any award, compensation, damages, tribunal awards, fine, loss, order, penalty, disbursement, payment made by way of settlement and costs, expenses and legal costs reasonably incurred in connection with a claim or investigation including in relation to the following: a) redundancy payments including contractual or enhanced redundancy costs, termination costs and notice payments; b) unfair, wrongful or constructive dismissal compensation; c) compensation for discrimination on grounds of sex, race, disability, age, religion or belief, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation or claims for equal pay; d) compensation for less favourable treatment of part-time workers or fixed term employees; e) outstanding employment debts and unlawful deduction of wages including any PAYE and National Insurance Contributions;

f) employment claims whether in tort, contract or statute or otherwise;

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;

"Former Supplier"	a supplier supplying services to the Buyer 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 Subcontractor of such supplier (or any Subcontractor of any such Subcontractor);
"New Fair Deal"	the revised Fair Deal position set out in the HM Treasury guidance: "*Fair Deal for Staff Pensions: Staff Transfer from Central Government*" issued in October 2013 including: (i) any amendments to that document immediately prior to the Relevant Transfer Date; and (ii) any similar pension protection in accordance with the Annexes D1-D3 inclusive to Part D of this Schedule as notified to the Supplier by the Buyer;
"Old Fair Deal"	HM Treasury Guidance "*Staff Transfers from Central Government: A Fair Deal for Staff Pensions*" issued in June 1999 including the supplementary guidance "*Fair Deal for Staff pensions: Procurement of Bulk Transfer Agreements and Related Issues*" issued in June 2004;
"Partial Termination"	the partial termination of the relevant Contract to the extent that it relates to the provision of any part of the Services as further provided for in Clause 10.4 (When CCS or the Buyer can end this contract) or 10.6 (When the Supplier can end the contract);
"Relevant Transfer"	a transfer of employment to which the Employment Regulations applies;

"Relevant Transfer Date"	in relation to a Relevant Transfer, the date upon which the Relevant Transfer takes place. For the purposes of Part D: Pensions and its Annexes, where the Supplier or a Subcontractor was the Former Supplier and there is no Relevant Transfer of the Fair Deal Employees because they remain continuously employed by the Supplier (or Subcontractor), references to the Relevant Transfer Date shall become references to the Start Date;
"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 Buyer may reasonably request (subject to all applicable provisions of the Data Protection Legislation), but including in an anonymised format: (a) their ages, dates of commencement of employment or engagement, gender and place of work; (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, bonuses 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;
"Supplier's Final Supplier Personnel List"	a list provided by the Supplier of all Supplier Staff whose will transfer under the Employment Regulations on the Service Transfer Date;
"Supplier's Provisional Supplier Personnel List"	a list prepared and updated by the Supplier of all Supplier Staff who are at the date of the list wholly or mainly engaged in or assigned to the provision of the Services or any relevant part of the Services which it is envisaged as at the date of such list will no longer be provided by the Supplier;
"Term"	the period commencing on the Start Date and ending on the expiry of the Initial Period or any Extension Period or on earlier termination of the relevant Contract;
"Transferring Buyer Employees"	those employees of the Buyer to whom the Employment Regulations will apply on the Relevant Transfer Date;
"Transferring Former Supplier Employees"	in relation to a Former Supplier, those employees of the Former Supplier to whom the Employment Regulations will apply on the Relevant Transfer Date.

2. INTERPRETATION

2.1 Where a provision in this Schedule imposes any obligation on the Supplier including (without limit) to comply with a requirement or provide an indemnity, undertaking or warranty, the Supplier shall procure that each of its Subcontractors shall comply with such obligation and provide such indemnity, undertaking or warranty to CCS, the Buyer, Former Supplier, Replacement Supplier or Replacement Subcontractor, as the case may be and where the Subcontractor fails to satisfy any claims under such indemnities the Supplier will be liable for satisfying any such claim as if it had provided the indemnity itself.

2.2 The provisions of Paragraphs 2.1 and 2.6 of Part A, Paragraph 3.1 of Part B, Paragraphs 1.5, 1.7 and 1.9 of Part C, Part D and Paragraphs 1.4, 2.3 and 2.8 of Part E of this Schedule (together "Third Party Provisions") confer benefits on third parties (each such person a "Third Party Beneficiary") and are intended to be enforceable by Third Party Beneficiaries by virtue of the CRTPA.

2.3 Subject to Paragraph 2.2 above, a person who is not a Party to this Call-Off Contract has no right under the CRTPA to enforce any term of this Call-Off Contract but this does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.

2.4 No Third Party Beneficiary may enforce, or take any step to enforce, any Third Party Provision without the prior written consent of the Buyer, which may, if given, be given on and subject to such terms as the Buyer may determine.

2.5 Any amendments or modifications to this Call-Off Contract may be made, and any rights created under Paragraph 2.2 above may be altered or extinguished, by the Parties without the consent of any Third Party Beneficiary.

3. Which parts of this Schedule apply

Only the following parts of this Schedule shall apply to this Call Off Contract:

Part C (No Staff Transfer on the Start Date)

Part C: No Staff Transfer on the Start Date

1. What happens if there is a staff transfer

1.1 The Buyer and the Supplier agree that the commencement of the provision of the Services or of any part of the Services will not be a Relevant Transfer in relation to any employees of the Buyer and/or any Former Supplier.

1.2 If any employee of the Buyer and/or a Former Supplier claims, or it is determined in relation to any employee of the Buyer and/or a Former Supplier, that his/her contract of employment has been transferred from the Buyer and/or the Former Supplier to the Supplier and/or any Subcontractor pursuant to the Employment Regulations or the Acquired Rights Directive then:

1.2.1 the Supplier shall, and shall procure that the relevant Subcontractor shall, within 5 Working Days of becoming aware of that fact, notify the Buyer in writing and, where required by the Buyer, notify the Former Supplier in writing; and

1.2.2 the Buyer and/or the Former Supplier may offer (or may procure that a third party may offer) employment to such person within 15 Working Days of the notification from the Supplier or the Subcontractor (as appropriate) or take such other reasonable steps as the Buyer or Former Supplier (as the case may be) it 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 1.2.2 is accepted (or if the situation has otherwise been resolved by the Buyer and/or the Former Supplier),, the Supplier shall, or shall procure that the Subcontractor shall, immediately release the person from his/her employment or alleged employment.

1.4 If by the end of the 15 Working Day period referred to in Paragraph 1.2.2:

1.4.1 no such offer of employment has been made;

1.4.2 such offer has been made but not accepted; or

1.4.3 the situation has not otherwise been resolved;

the Supplier may within 5 Working Days give notice to terminate the employment or alleged employment of such person.

1.5 Subject to the Supplier and/or the relevant Subcontractor 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 1.8 the Buyer shall:

1.5.1 indemnify the Supplier and/or the relevant Subcontractor against all Employee Liabilities arising out of the termination of the employment of any of the Buyer's employees referred to in Paragraph 1.2 made pursuant to the provisions of Paragraph 1.4 provided that the Supplier takes, or shall procure that the

Subcontractor takes, all reasonable steps to minimise any such Employee Liabilities; and

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

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

1.7 Where any person remains employed by the Supplier and/or any Subcontractor pursuant to Paragraph 1.6, all Employee Liabilities in relation to such employee shall remain with the Supplier and/or the Subcontractor and the Supplier shall indemnify the Buyer and any Former Supplier, and shall procure that the Subcontractor shall indemnify the Buyer and any Former Supplier, against any Employee Liabilities that either of them may incur in respect of any such employees of the Supplier and/or employees of the Subcontractor.

1.8 The indemnities in Paragraph 1.5:

1.8.1 shall not apply to:

(a) any claim for:

(i) discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief; or

(ii) equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees,

in any case in relation to any alleged act or omission of the Supplier and/or Subcontractor; or

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

1.8.2 shall apply only where the notification referred to in Paragraph 1.2.1 is made by the Supplier and/or any Subcontractor to the Buyer and, if applicable, Former Supplier within 6 months of the Start Date.

1.9 If the Supplier and/or the Subcontractor does not comply with Paragraph 1.2, all Employee Liabilities in relation to such employees shall remain with the Supplier and/or the Subcontractor and the Supplier shall (i) comply with the provisions of Part D: Pensions of this Schedule, and (ii) indemnify the Buyer and any Former Supplier against any Employee Liabilities that either of them may incur in respect of any such employees of the Supplier and/or employees of the Subcontractor.

2. Limits on the Former Supplier's obligations

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

Call-Off Schedule 3 (Continuous Improvement)

1. Buyer's Rights

1.1 The Buyer and the Supplier recognise that, where specified in Framework Schedule 4 (Framework Management), the Buyer may give CCS the right to enforce the Buyer's rights under this Schedule.

2. Supplier's Obligations

2.1 The Supplier must, throughout the Contract Period, identify new or potential improvements to the provision of the Deliverables with a view to reducing the Buyer's costs (including the Charges) and/or improving the quality and efficiency of the Deliverables and their supply to the Buyer.

2.2 The Supplier must adopt a policy of continuous improvement in relation to the Deliverables, which must include regular reviews with the Buyer of the Deliverables and the way it provides them, with a view to reducing the Buyer's costs (including the Charges) and/or improving the quality and efficiency of the Deliverables. The Supplier and the Buyer must provide each other with any information relevant to meeting this objective.

2.3 In addition to Paragraph 2.1, the Supplier shall produce at the start of each Contract Year a plan for improving the provision of Deliverables and/or reducing the Charges (without adversely affecting the performance of this Contract) during that Contract Year (**"Continuous Improvement Plan"**) for the Buyer's Approval. The Continuous Improvement Plan must include, as a minimum, proposals:

2.3.1 identifying the emergence of relevant new and evolving technologies;

2.3.2 changes in business processes of the Supplier or the Buyer and ways of working that would provide cost savings and/or enhanced benefits to the Buyer (such as methods of interaction, supply chain efficiencies, reduction in energy consumption and methods of sale);

2.3.3 new or potential improvements to the provision of the Deliverables including the quality, responsiveness, procedures, benchmarking methods, likely performance mechanisms and customer support services in relation to the Deliverables; and

2.3.4 measuring and reducing the sustainability impacts of the Supplier's operations and supply-chains relating to the Deliverables, and identifying opportunities to assist the Buyer in meeting their sustainability objectives.

2.4 The initial Continuous Improvement Plan for the first (1^{st}) Contract Year shall be submitted by the Supplier to the Buyer for Approval within one hundred

(100) Working Days of the first Order or six (6) Months following the Start Date, whichever is earlier.

2.5 The Buyer shall notify the Supplier of its Approval or rejection of the proposed Continuous Improvement Plan or any updates to it within twenty (20) Working Days of receipt. If it is rejected then the Supplier shall, within ten (10) Working Days of receipt of notice of rejection, submit a revised Continuous Improvement Plan reflecting the changes required. Once Approved, it becomes the Continuous Improvement Plan for the purposes of this Contract.

2.6 The Supplier must provide sufficient information with each suggested improvement to enable a decision on whether to implement it. The Supplier shall provide any further information as requested.

2.7 If the Buyer wishes to incorporate any improvement into this Contract, it must request a Variation in accordance with the Variation Procedure and the Supplier must implement such Variation at no additional cost to the Buyer or CCS.

2.8 Once the first Continuous Improvement Plan has been Approved in accordance with Paragraph 2.5:

2.8.1 the Supplier shall use all reasonable endeavours to implement any agreed deliverables in accordance with the Continuous Improvement Plan; and

2.8.2 the Parties agree to meet as soon as reasonably possible following the start of each quarter (or as otherwise agreed between the Parties) to review the Supplier's progress against the Continuous Improvement Plan.

2.9 The Supplier shall update the Continuous Improvement Plan as and when required but at least once every Contract Year (after the first (1st) Contract Year) in accordance with the procedure and timescales set out in Paragraph 2.3.

2.10 All costs relating to the compilation or updating of the Continuous Improvement Plan and the costs arising from any improvement made pursuant to it and the costs of implementing any improvement, shall have no effect on and are included in the Charges.

2.11 Should the Supplier's costs in providing the Deliverables to the Buyer be reduced as a result of any changes implemented, all of the cost savings shall be passed on to the Buyer by way of a consequential and immediate reduction in the Charges for the Deliverables.

2.12 At any time during the Contract Period of the Call-Off Contract, the Supplier may make a proposal for gainshare. If the Buyer deems gainshare to be applicable then the Supplier shall update the Continuous Improvement Plan so as to include details of the way in which the proposal shall be implemented in accordance with an agreed gainshare ratio.

Call-Off Schedule 4 (Call Off Tender)

[redacted]

Call-Off Schedule 5 (Pricing Details)

[redacted]

[redacted]

[redacted]

Payment by purchase order on receipt of valid invoice.

£ STERLING CLIENT ACCOUNT BANK	
BANK BRANCH/ADDRESS	
ACCOUNT NAME	
SORT CODE	
ACCOUNT NUMBER	
SWIFT/BIC	
IBAN	
REFERENCE	Please ensure that Client Reference and any invoice number(s) are provided as a reference to the bank transfer and that confirmation of payment is emailed to [SUPPLIER INSERT EMAIL]

Call-Off Schedule 7 (Key Supplier Staff)

1.1 The Order Form lists the key roles ("**Key Roles**") and names of the persons who the Supplier shall appoint to fill those Key Roles at the Start Date.

1.2 The Supplier shall ensure that the Key Staff fulfil the Key Roles at all times during the Contract Period.

1.3 The Buyer may identify any further roles as being Key Roles and, following agreement to the same by the Supplier, the relevant person selected to fill those Key Roles shall be included on the list of Key Staff.

1.4 The Supplier shall not and shall procure that any Subcontractor shall not remove or replace any Key Staff unless:

1.4.1 requested to do so by the Buyer or the Buyer Approves such removal or replacement (not to be unreasonably withheld or delayed);

1.4.2 the person concerned resigns, retires or dies or is on maternity or long-term sick leave; or

1.4.3 the person's employment or contractual arrangement with the Supplier or Subcontractor is terminated for material breach of contract by the employee.

1.5 The Supplier shall:

1.5.1 notify the Buyer promptly of the absence of any Key Staff (other than for short-term sickness or holidays of two (2) weeks or less, in which case the Supplier shall ensure appropriate temporary cover for that Key Role);

1.5.2 ensure that any Key Role is not vacant for any longer than ten (10) Working Days;

1.5.3 give as much notice as is reasonably practicable of its intention to remove or replace any member of Key Staff and, except in the cases of death, unexpected ill health or a material breach of the Key Staff's employment contract, this will mean at least three (3) Months' notice;

1.5.4 ensure that all arrangements for planned changes in Key Staff provide adequate periods during which incoming and outgoing staff work together to transfer responsibilities and ensure that such change does not have an adverse impact on the provision of the Deliverables; and

1.5.5 ensure that any replacement for a Key Role has a level of qualifications and experience appropriate to the relevant Key Role and is fully competent to carry out the tasks assigned to the Key Staff whom he or she has replaced.

1.6 The Buyer may require the Supplier to remove or procure that any Subcontractor shall remove any Key Staff that the Buyer considers in any respect unsatisfactory. The Buyer shall not be liable for the cost of replacing any Key Staff.

Call-Off Schedule 9 (Security)

Part A: Short Form Security Requirements

1. Definitions

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

"Breach of Security"	**1 the occurrence of:** a) **any unauthorised access to or use of the Deliverables, the Sites and/or any Information and Communication Technology ("ICT"), information or data (including the Confidential Information and the Government Data) used by the Buyer and/or the Supplier in connection with this Contract; and/or** b) **the loss and/or unauthorised disclosure of any information or data (including the Confidential Information and the Government Data), including any copies of such information or data, used by the Buyer and/or the Supplier in connection with this Contract,** **2 in either case as more particularly set out in the Security Policy where the Buyer has required compliance therewith in accordance with paragraph 2.2;**
"Security Management Plan"	**3 the Supplier's security management plan prepared pursuant to this Schedule, a draft of which has been provided by the Supplier to the Buyer and as updated from time to time.**

2. Complying with security requirements and updates to them

2.1 The Buyer and the Supplier recognise that, where specified in Framework Schedule 4 (Framework Management), CCS shall have the right to enforce the Buyer's rights under this Schedule.

2.2 The Supplier shall comply with the requirements in this Schedule in respect of the Security Management Plan. Where specified by a Buyer that has undertaken a Further Competition it shall also comply with the Security Policy and shall ensure that the Security Management Plan produced by the Supplier fully complies with the Security Policy.

2.3 Where the Security Policy applies the Buyer shall notify the Supplier of any changes or proposed changes to the Security Policy.

2.4 If the Supplier believes that a change or proposed change to the Security Policy will have a material and unavoidable cost implication to the provision of the Deliverables it may propose a Variation to the Buyer. In doing so, the Supplier must support its request by providing evidence of the cause of any increased costs and the steps that it has taken to mitigate those costs. Any change to the Charges shall be subject to the Variation Procedure.

2.5 Until and/or unless a change to the Charges is agreed by the Buyer pursuant to the Variation Procedure the Supplier shall continue to provide the Deliverables in accordance with its existing obligations.

3. Security Standards

3.1 The Supplier acknowledges that the Buyer places great emphasis on the reliability of the performance of the Deliverables, confidentiality, integrity and availability of information and consequently on security.

3.2 The Supplier shall be responsible for the effective performance of its security obligations and shall at all times provide a level of security which:

3.2.1 is in accordance with the Law and this Contract;

3.2.2 as a minimum demonstrates Good Industry Practice;

3.2.3 meets any specific security threats of immediate relevance to the Deliverables and/or the Government Data; and

3.2.4 where specified by the Buyer in accordance with paragraph 2.2 complies with the Security Policy and the ICT Policy.

3.3 The references to standards, guidance and policies contained or set out in Paragraph 3.2 shall be deemed to be references to such items as developed and updated and to any successor to or replacement for such standards, guidance and policies, as notified to the Supplier from time to time.

3.4 In the event of any inconsistency in the provisions of the above standards, guidance and policies, the Supplier should notify the Buyer's Representative of such inconsistency immediately upon becoming aware of the same, and the Buyer's Representative shall, as soon as practicable, advise the Supplier which provision the Supplier shall be required to comply with.

4. Security Management Plan

4.1 Introduction

4.1.1 The Supplier shall develop and maintain a Security Management Plan in accordance with this Schedule. The Supplier shall thereafter comply with its obligations set out in the Security Management Plan.

4.2 Content of the Security Management Plan

4.2.1 The Security Management Plan shall:

a) comply with the principles of security set out in Paragraph 3 and any other provisions of this Contract relevant to security;

b) identify the necessary delegated organisational roles for those responsible for ensuring it is complied with by the Supplier;

c) detail the process for managing any security risks from Subcontractors and third parties authorised by the Buyer with access to the Deliverables, processes associated with the provision of the Deliverables, the Buyer Premises, the Sites and any ICT, Information and data (including the Buyer's Confidential Information and the Government Data) and any system that could directly or indirectly have an impact on that Information, data and/or the Deliverables;

d) be developed to protect all aspects of the Deliverables and all processes associated with the provision of the Deliverables, including the Buyer Premises, the Sites, and any ICT, Information and data (including the Buyer's Confidential Information and the Government Data) to the extent used by the Buyer or the Supplier in connection with this Contract or in connection with any system that could directly or indirectly have an impact on that Information, data and/or the Deliverables;

e) set out the security measures to be implemented and maintained by the Supplier in relation to all aspects of the Deliverables and all processes associated with the provision of the Goods and/or Services and shall at all times comply with and specify security measures and procedures which are sufficient to ensure that the Deliverables comply with the provisions of this Contract;

f) set out the plans for transitioning all security arrangements and responsibilities for the Supplier to meet the full obligations of the security requirements set out in this Contract and, where necessary in accordance with paragraph 2.2 the Security Policy; and

g) be written in plain English in language which is readily comprehensible to the staff of the Supplier and the Buyer engaged in the provision of the Deliverables and shall only reference documents which are in the possession of the Parties or whose location is otherwise specified in this Schedule.

4.3 **Development of the Security Management Plan**

4.3.1 Within twenty (20) Working Days after the Start Date and in accordance with Paragraph 4.4, the Supplier shall prepare and deliver to the Buyer for Approval a fully complete and up to date Security Management Plan which will be based on the draft Security Management Plan.

4.3.2 If the Security Management Plan submitted to the Buyer in accordance with Paragraph 4.3.1, or any subsequent revision to it in accordance with Paragraph 4.4, is Approved it will be adopted immediately and will replace the previous version of the Security Management Plan and thereafter operated and maintained in accordance with this Schedule. If the Security Management Plan is not Approved, the Supplier shall amend it within five (5) Working Days of a notice of non-approval from the Buyer and re-submit to the Buyer for Approval. The Parties will use all reasonable endeavours to ensure that the approval process takes as little time as possible and in any event no longer than ten (10) Working Days from the date of its first submission to the Buyer. If the Buyer does not approve the Security Management Plan following its resubmission, the matter will be resolved in accordance with the Dispute Resolution Procedure.

4.3.3 The Buyer shall not unreasonably withhold or delay its decision to Approve or not the Security Management Plan pursuant to Paragraph 4.3.2. However a refusal by the Buyer to Approve the Security Management Plan on the grounds that it does not comply with the requirements set out in Paragraph 4.2 shall be deemed to be reasonable.

4.3.4 Approval by the Buyer of the Security Management Plan pursuant to Paragraph 4.3.2 or of any change to the Security Management Plan in accordance with Paragraph 4.4 shall not relieve the Supplier of its obligations under this Schedule.

4.4 **Amendment of the Security Management Plan**

4.4.1 The Security Management Plan shall be fully reviewed and updated by the Supplier at least annually to reflect:

a) emerging changes in Good Industry Practice;

b) any change or proposed change to the Deliverables and/or associated processes;

c) where necessary in accordance with paragraph 2.2, any change to the Security Policy;

d) any new perceived or changed security threats; and

e) any reasonable change in requirements requested by the Buyer.

4.4.2 The Supplier shall provide the Buyer with the results of such reviews as soon as reasonably practicable after their completion and amendment of the Security Management Plan at no additional cost to the Buyer. The results of the review shall include, without limitation:

a) suggested improvements to the effectiveness of the Security Management Plan;

b) updates to the risk assessments; and

c) suggested improvements in measuring the effectiveness of controls.

4.4.3 Subject to Paragraph 4.4.4, any change or amendment which the Supplier proposes to make to the Security Management Plan (as a result of a review carried out in accordance with Paragraph 4.4.1, a request by the Buyer or otherwise) shall be subject to the Variation Procedure.

4.4.4 The Buyer may, acting reasonably, Approve and require changes or amendments to the Security Management Plan to be implemented on timescales faster than set out in the Variation Procedure but, without prejudice to their effectiveness, all such changes and amendments shall thereafter be subject to the Variation Procedure for the purposes of formalising and documenting the relevant change or amendment.

5. Security breach

5.1 Either Party shall notify the other in accordance with the agreed security incident management process (as detailed in the Security Management Plan) upon becoming aware of any Breach of Security or any potential or attempted Breach of Security.

5.2 Without prejudice to the security incident management process, upon becoming aware of any of the circumstances referred to in Paragraph 5.1, the Supplier shall:

5.2.1 immediately take all reasonable steps (which shall include any action or changes reasonably required by the Buyer) necessary to:

a) minimise the extent of actual or potential harm caused by any Breach of Security;

b) remedy such Breach of Security to the extent possible and protect the integrity of the Buyer and the provision of the Goods and/or Services to the extent within its control against any such Breach of Security or attempted Breach of Security;

c) prevent an equivalent breach in the future exploiting the same cause failure; and

d) as soon as reasonably practicable provide to the Buyer, where the Buyer so requests, full details (using the reporting mechanism defined by the Security Management Plan) of the Breach of Security or attempted Breach of Security, including a cause analysis where required by the Buyer.

5.3 In the event that any action is taken in response to a Breach of Security or potential or attempted Breach of Security that demonstrates non-compliance of the Security Management Plan with the Security Policy (where relevant in accordance with paragraph 2.2) or the requirements of this Schedule, then any required change to the Security Management Plan shall be at no cost to the Buyer.

Call-Off Schedule 12 (Clustering)

1. When you should use this Schedule

1.1 This Schedule is required where various Other Contracting Authorities want to join with the Buyer to efficiently contract collectively under a single Call Off Contract rather than as separate individual Buyers under separate Call Off Contracts.

2. Definitions

2.1 **"Cluster Members"** means a person named as such in the Annex A to this Schedule which shall be incorporated into the Order Form.

3. Cluster Members benefits under the Contract

3.1 The Buyer has entered into this Call-Off Contract both for its own benefit and for the benefit the Cluster Members.

3.2 The Cluster Members who are to benefit under the Call-Off Contract are identified Annex 1 to this Schedule which shall be included into Order Form.

3.3 Cluster Members shall have all of the rights granted to the Buyer under a Call-Off Contract. Accordingly, where the context requires in order to assure the Cluster Members rights and benefits under a Call-Off Contract, and unless the Buyer otherwise specifies, references to the Buyer in a Call-Off Contract (including those references to a Party which are intended to relate to the Buyer) shall be deemed to include a reference to the Cluster Members.

3.4 Each of the Cluster Members will be a third party beneficiary for the purposes of the CRTPA and may enforce the relevant provisions of a Call-Off Contract pursuant to CRTPA.

3.5 The Parties to a Call-Off Contract may in accordance with its provisions vary, terminate or rescind that Call-Off Contract or any part of it, without the consent of any Cluster Member.

3.6 The enforcement rights granted to Cluster Members under Paragraph 3.4 are subject to the following provisions:

3.6.1 the Buyer may enforce any provision of a Call-Off Contract on behalf of a Cluster Member;

3.6.2 any claim from a Cluster Member under the CRTPA to enforce a Call-Off Contract shall be brought by the Buyer if reasonably practicable for the Buyer and Cluster Member to do so; and

3.6.3 the Supplier's limits and exclusions of liability in the Call-Off Contract shall apply to any claim to enforce a Call-Off Contract made by the Buyer on behalf of a Cluster Member and to any claim to enforce a

Call-Off Contract made by a Cluster Member acting on its own behalf.

3.7 Notwithstanding that Cluster Members shall each receive the same Services from the Supplier the following adjustments will apply in relation to how the Call-Off Contract will operate in relation to the Buyer and Cluster Members:

3.7.1 Services will be provided by the Supplier to each Cluster Member and Buyer separately;

3.7.2 the Supplier's obligation in regards to reporting will be owed to each Cluster Member and Buyer separately;

3.7.3 the Buyer and Cluster Members shall be entitled to separate invoices in respect of the provision of Deliverables;

3.7.4 the separate invoices will correlate to the Deliverables provided to the respective Buyer and Cluster Members;

3.7.5 the Charges to be paid for the Deliverables shall be calculated on a per Cluster Member and Buyer basis and each Cluster Member and the Buyer shall be responsible for paying their respective Charges;

3.7.6 the Service Levels and corresponding Service Credits (here having the meaning given to it in Call-Off Schedule 14) will be calculated in respect of each Cluster Member and Buyer, and they will be reported and deducted against Charges due by each respective Cluster Member and Buyer; and

3.7.7 such further adjustments as the Buyer and each Cluster Member may notify to the Supplier from time to time.

Annex A – Cluster Members

The Deliverables shall also be provided for the benefit of the following Cluster Members:

For the Department of Business, Energy & Industrial Strategy, BEIS ("the Department") or any other organisation or Central Government Department to which current functions of BEIS are transferred during the life of this contract in respect of legal services related to or connected with those functions.

Name of Cluster Member	Services to be provided	Duration	Special Terms
Department for Energy Security & Net Zero (DESNZ) any other organisation or Central Government Department to which current functions of DESNZ which are former functions of the Department of Business Energy and Industrial Strategy are transferred during the life of this contract in respect of legal services related to or connected with those functions	As stipulated in the Contract	Duration of the Contract	N/A

Department for Science, Innovation and Technology (DSIT) any other organisation or Central Government Department to which current functions of DSIT which are former functions of the Department of Business Energy and Industrial Strategy are transferred during the life of this contract in respect of legal services related to or connected with those functions	As stipulated in the Contract	Duration of the Contract	N/A

Department for Business and Trade (DBT) any other organisation or Central Government Department to which current functions of DBT which are former functions of the Department of Business Energy and Industrial Strategy of DSIT are transferred during the life of this contract in respect of legal services related to or connected with those functions	As stipulated in the Contract	Duration of the Contract	N/A

Cabinet Office or any other organisation or Central Government Department to which functions of Cabinet Office which are former functions of the Department of Business Energy and Industrial Strategy are transferred during the life of this contract in respect of legal services related to or connected with those functions.	As stipulated in the Contract	Duration of the Contract	N/A

Call-Off Schedule 14 (Service Levels)

1. Definitions

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

“Critical Service Level Failure”	has the meaning given to it in the Order Form;
"Service Credits"	any service credits specified in the Annex to Part A of this Schedule being payable by the Supplier to the Buyer in respect of any failure by the Supplier to meet one or more Service Levels;
"Service Credit Cap"	has the meaning given to it in the Order Form;
"Service Level Failure"	means a failure to meet the Service Level Performance Measure in respect of a Service Level;
"Service Level Performance Measure"	shall be as set out against the relevant Service Level in the Annex to Part A of this Schedule; and
"Service Level Threshold"	shall be as set out against the relevant Service Level in the Annex to Part A of this Schedule.

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

2.1 The Supplier shall at all times provide the Deliverables to meet or exceed the Service Level Performance Measure for each Service Level.

2.2 The Supplier acknowledges that any Service Level Failure shall entitle the Buyer to the rights set out in Part A of this Schedule including the right to any Service Credits and that any Service Credit is a price adjustment and not an estimate of the Loss that may be suffered by the Buyer as a result of the Supplier’s failure to meet any Service Level Performance Measure.

2.3 The Supplier shall send Performance Monitoring Reports to the Buyer detailing the level of service which was achieved in accordance with the provisions of Part B (Performance Monitoring) of this Schedule.

2.4 A Service Credit shall be the Buyer’s exclusive financial remedy for a Service Level Failure except where:

2.4.1 the Supplier has over the previous (twelve) 12 Month period exceeded the Service Credit Cap; and/or

2.4.2 the Service Level Failure:

(a) exceeds the relevant Service Level Threshold;

(b) has arisen due to a Prohibited Act or wilful Default by the Supplier;

(c) results in the corruption or loss of any Government Data; and/or

(d) results in the Buyer being required to make a compensation payment to one or more third parties; and/or

2.4.3 the Buyer is entitled to or does terminate this Contract pursuant to Clause 10.4 (CCS and Buyer Termination Rights).

2.5 Not more than once in each Contract Year, the Buyer may, on giving the Supplier at least three (3) Months' notice, change the weighting of Service Level Performance Measure in respect of one or more Service Levels and the Supplier shall not be entitled to object to, or increase the Charges as a result of such changes, provided that:

2.5.1 the total number of Service Levels for which the weighting is to be changed does not exceed the number applicable as at the Start Date;

2.5.2 the principal purpose of the change is to reflect changes in the Buyer's business requirements and/or priorities or to reflect changing industry standards; and

2.5.3 there is no change to the Service Credit Cap.

3. Critical Service Level Failure

On the occurrence of a Critical Service Level Failure:

3.1 any Service Credits that would otherwise have accrued during the relevant Service Period shall not accrue; and

3.2 the Buyer shall (subject to the Service Credit Cap) be entitled to withhold and retain as compensation a sum equal to any Charges which would otherwise have been due to the Supplier in respect of that Service Period ("**Compensation for Critical Service Level Failure**"),

provided that the operation of this paragraph **Error! Reference source not found.** shall be without prejudice to the right of the Buyer to terminate this Contract and/or to claim damages from the Supplier for material Default.

Part A: Service Levels and Service Credits

1. Service Levels

If the level of performance of the Supplier:

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

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

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

1.2.1 require the Supplier to immediately take all remedial action that is reasonable to mitigate the impact on the Buyer and to rectify or prevent a Service Level Failure or Critical Service Level Failure from taking place or recurring;

1.2.2 instruct the Supplier to comply with the Rectification Plan Process;

1.2.3 if a Service Level Failure has occurred, deduct the applicable Service Level Credits payable by the Supplier to the Buyer; and/or

1.2.4 if a Critical Service Level Failure has occurred, exercise its right to Compensation for Critical Service Level Failure (including the right to terminate for material Default).

2. Service Credits

2.1 The Buyer shall use the Performance Monitoring Reports supplied by the Supplier to verify the calculation and accuracy of the Service Credits, if any, applicable to each Service Period.

2.2 Service Credits are a reduction of the amounts payable in respect of the Deliverables and do not include VAT. The Supplier shall set-off the value of any Service Credits against the appropriate invoice in accordance with calculation formula in the Annex to Part A of this Schedule.

Service levels and Performance

The Suppliers shall attend quarterly review meetings with BEIS at no charge to BEIS for up to 2 hours. BEIS shall decide whether these quarterly review meetings shall be in person or virtually and quarterly review meetings shall be attended by the Supplier's lead partner to discuss the Supplier's performance.

BEIS reserves the right to challenge the Supplier's working arrangements if it considers the Supplier's performance to be unsatisfactory.

BEIS will measure the quality of the Supplier's delivery including by:

- assessing whether the work-products are fit for purpose; and,
- where the provision of legal services involves the drafting, review or production or modification of documentation, such documentation is technically functional and of an appropriate standard; and
- all legal services are provided to a standard no less than would be expected of a skilled and competent provider of professional legal services.

GLD BEIS Legal will measure the quality of the Supplier's delivery by:

KPI	*Service Area*	*KPI/SLA description*	*Target*
1	*Service Delivery Timescale*	*The Supplier shall meet the deadlines agreed for the delivery of work-products in respect of each instruction.* *Where agreed deadlines are missed a 5% discount to the total cost associated with that work-product is to be applied for every 12 hours that passes after the deadline before the product is provided (without prior agreement and revision of the deadline).*	*100%*
2	*GLD Risk Guidance*	*Unless agreed with GLD CLG otherwise, the Supplier shall provide advice on legal risk in accordance with the latest version of the GLD Guidance Note on Legal Risk (or any equivalent replacement guidance) the latest version of which is July 2015.* *Where in GLD's opinion the Supplier has failed to do so, a 5% discount to the total cost associated with that risk advice is to be applied.*	*100%*
3	*Initial Requests*	*Initial response to initial instruction from GLD marked as Urgent if by email or confirmed by GLD as urgent if the*	*100%*

	for Services	*contact is by telephone or video conference or similar technology – the response shall provide the information requested by GLD in the format and to the recipients requested by GLD or where such information cannot be provided, the Supplier shall confirm to GLD when it shall do so – same working day (or by 12 noon the next working day if received after 4pm)*	
4	*Quality of advice*	*The Supplier shall provide all advice in accordance with the Statement of Requirements including requirements as to quality and without any error or mistake.* *Where GLD notifies the Supplier that advice contains an error or mistake or does not meet all of the Statement of Requirements including requirements as to quality, a 5% discount shall be applied to the total cost associated with that advice.*	*100%*

Where there are any issues regarding quality of end products or supplier performance against agreed SLAs, the Supplier shall, at BEIS's request, immediately take corrective action including where appropriate by implementing a performance improvement plan such plan to be agreed with BEIS.

REPORTING

The Suppliers shall provide to BEIS, without charge, such timely management information, statistics and reports in relation to project costs, delivery timescales, and matter status and performance as are reasonably requested by BEIS.

Part B: Performance Monitoring

3. Performance Monitoring and Performance Review

3.1 Within twenty (20) Working Days of the Start Date the Supplier shall provide the Buyer with details of how the process in respect of the monitoring and reporting of Service Levels will operate between the Parties and the Parties will endeavour to agree such process as soon as reasonably possible.

3.2 The Supplier shall provide the Buyer with performance monitoring reports ("**Performance Monitoring Reports**") in accordance with the process and timescales agreed pursuant to paragraph **Error! Reference source not found.** of Part B of this Schedule which shall contain, as a minimum, the following information in respect of the relevant Service Period just ended:

3.2.1 for each Service Level, the actual performance achieved over the Service Level for the relevant Service Period;

3.2.2 a summary of all failures to achieve Service Levels that occurred during that Service Period;

3.2.3 details of any Critical Service Level Failures;

3.2.4 for any repeat failures, actions taken to resolve the underlying cause and prevent recurrence;

3.2.5 the Service Credits to be applied in respect of the relevant period indicating the failures and Service Levels to which the Service Credits relate; and

3.2.6 such other details as the Buyer may reasonably require from time to time.

3.3 The Parties shall attend meetings to discuss Performance Monitoring Reports ("**Performance Review Meetings**") on a Monthly basis. The Performance Review Meetings will be the forum for the review by the Supplier and the Buyer of the Performance Monitoring Reports. The Performance Review Meetings shall:

3.3.1 take place within one (1) week of the Performance Monitoring Reports being issued by the Supplier at such location and time (within normal business hours) as the Buyer shall reasonably require;

3.3.2 be attended by the Supplier's Representative and the Buyer's Representative; and

3.3.3 be fully minuted by the Supplier and the minutes will be circulated by the Supplier to all attendees at the relevant meeting and also to the Buyer's Representative and any other recipients agreed at the relevant meeting.

3.4 The minutes of the preceding Month's Performance Review Meeting will be agreed and signed by both the Supplier's Representative and the Buyer's Representative at each meeting.

3.5 The Supplier shall provide to the Buyer such documentation as the Buyer may reasonably require in order to verify the level of the performance by the Supplier and the calculations of the amount of Service Credits for any specified Service Period.

4. Satisfaction Surveys

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

Call-Off Schedule 15 (Call-Off Contract Management)

1. DEFINITIONS

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

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

2. PROJECT MANAGEMENT

2.1 The Supplier and the Buyer shall each appoint a Project Manager for the purposes of this Contract through whom the provision of the Services and the Deliverables shall be managed day-to-day.

2.2 The Parties shall ensure that appropriate resource is made available on a regular basis such that the aims, objectives and specific provisions of this Contract can be fully realised.

2.3 Without prejudice to paragraph 4 below, the Parties agree to operate the boards specified as set out in the Annex to this Schedule.

3. Role of the Supplier Contract Manager

3.1 The Supplier's Contract Manager's shall be:

3.1.1 the primary point of contact to receive communication from the Buyer and will also be the person primarily responsible for providing information to the Buyer;

3.1.2 able to delegate his position to another person at the Supplier but must inform the Buyer before proceeding with the delegation and it will be delegated person's responsibility to fulfil the Contract Manager's responsibilities and obligations;

3.1.3 able to cancel any delegation and recommence the position himself; and

3.1.4 replaced only after the Buyer has received notification of the proposed change.

3.2 The Buyer may provide revised instructions to the Supplier's Contract Manager's in regards to the Contract and it will be the Supplier's Contract Manager's responsibility to ensure the information is provided to the Supplier and the actions implemented.

3.3 Receipt of communication from the Supplier's Contract Manager's by the Buyer does not absolve the Supplier from its responsibilities, obligations or liabilities under the Contract.

4. ROLE OF THE OPERATIONAL BOARD

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

4.2 The Operational Board members, frequency and location of board meetings and planned start date by which the board shall be established are set out in the Order Form.

4.3 In the event that either Party wishes to replace any of its appointed board members, that Party shall notify the other in writing for approval by the other Party (such approval not to be unreasonably withheld or delayed). Each Buyer board member shall have at all times a counterpart Supplier board member of equivalent seniority and expertise.

4.4 Each Party shall ensure that its board members shall make all reasonable efforts to attend board meetings at which that board member's attendance is required. If any board member is not able to attend a board meeting, that person shall use all reasonable endeavours to ensure that a delegate attends the Operational Board meeting in his/her place (wherever possible) and that the delegate is properly briefed and prepared and that he/she is debriefed by such delegate after the board meeting.

4.5 The purpose of the Operational Board meetings will be to review the Supplier's performance under this Contract. The agenda for each meeting shall be set by the Buyer and communicated to the Supplier in advance of that meeting.

5. Contract Risk Management

5.1 Both Parties shall pro-actively manage risks attributed to them under the terms of this Call-Off Contract.

5.2 The Supplier shall develop, operate, maintain and amend, as agreed with the Buyer, processes for:

5.2.1 the identification and management of risks;

5.2.2 the identification and management of issues; and

5.2.3 monitoring and controlling project plans.

5.3 The Supplier allows the Buyer to inspect at any time within working hours the accounts and records which the Supplier is required to keep.

5.4 The Supplier will maintain a risk register of the risks relating to the Call Off Contract which the Buyer's and the Supplier have identified.

Annex: Contract Boards

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

Call-Off Schedule 20 (Call-Off Specification)

This Schedule sets out the characteristics of the Deliverables that the Supplier will be required to make to the Buyers under this Call-Off Contract.

Supplier obligations to accept orders (Lot 1 only)

Dentons are obligated to accept orders unless it can demonstrate that one or more of the following apply:

- lack of adequate available resources due to resources being engaged in the service of other framework orders or other work for Government
- lack of necessary specialist expertise required
- conflict of Interests which cannot be mitigated
- insufficient staff with the level of security clearance required in the prescribed time scales
- a supplier believes that there is a possibility of breaching sanctions
- a supplier is required to refuse to act by the Regulatory Compliance requirements.

Background/overview to The Requirement

The aim is to:

Provide the ability for BEIS to quickly stand up external legal resources with experience of advising on BEIS related issues in the public sector to augment GLD resources to support increased activity due to current economic conditions where required, facilitating swift, flexible and responsive delivery of legal services, particularly legal advisory work including commercial and public law;

Cultivate wider legal services with knowledge and experience of BEIS specific matters;

Reduce the amount of time BEIS and GLD might otherwise spend procuring external legal resource and establishing initial supplier relationships and setting expectations at the outset of each new instruction.

The Requirement

The suppliers will be asked to provide legal advice/assistance (often at short notice) to support BEIS. The support is required on a contingent basis in order to fill gaps in capacity and/or meet requirements for specific areas of legal expertise.

Subject to conflicts of interest, specialist expertise and availability work will be allocated between Suppliers on a rota basis. If for one of those reasons allocation on a rota basis cannot be done for a particular matter BEIS will have sole discretion to decide to which Supplier that matter should be allocated.

The estimated value of the Contract is a spend of up to £9,500,000 to be allocated at the Authority's discretion across the 3 highest scoring suppliers. This is an estimate and will depend on the pipeline of work. There is no guaranteed minimum spend for any panel firm and work will be allocated entirely at the Authority's discretion. The value of each discrete instruction to the suppliers will up to a maximum of £200,000. We will require mechanisms within the contract management to ensure that this ceiling of £200, 000 is not breached. This will include, in addition to routine estimates and tracking of spend, alerts at spend of 75% and 90% of any lower agreed sum for the work package. We may also, where appropriate for individual work packages, seek to agree a fix priced or set a cap on spend.

Initial fee estimates are to be provided on outline instruction before the work package is confirmed and full instructions are sent. On instructions, the following is to be provided i) for urgent work within day/by noon the next day ii) otherwise with 3 days propose for agreement:

- scope
- deliverables
- start date
- team
- pricing - considered fee estimate or confirmed fixed price

There is a requirement to be able to provide advice in all of the mandatory specialism areas (as described in the Lot 1 Legal Advisory Services (RM6179) if required. This might be required in areas including but not limited to public law, contract law, procurement law, competition law, dispute resolution (though BEIS is likely to use GLD and Counsel for most aspects of dispute resolution), intellectual property law, information law including data protection and employment and pensions (though GLD might be used for some employment and pensions advice). There is an additional requirement to be able to provide advice in the following optional specialisms – international trade, investment and regulation, life sciences, energy, natural resources and climate change, and public international law.

Suppliers will be asked to provide advice on a wide range of legal issues, including overarching strategic advice, including but not limited to:

- All aspects of public law, including the powers and functions of BEIS and its agencies and partner organisations.
- Energy and climate change law including but not limited to policy, legislation, commissioning and all transactional, litigious and regulatory issues relating to Central Government and BEIS
- Information law, principally data sharing and personal data law
- Grants and funding, particularly grant and scheme terms, subsidy control and competition law. (e.g. grants to providers, for education and training, funding support).
- Rescue, restructuring and insolvency
- Statutory Instrument drafting and review: Clearance of guidance etc.
- Life science and regulatory.
- International trade investment and regulation.
- Contentious, pre action and litigation involving BEIS
- Retained EU law

This advice may be required in the context of developing government policy and other issues of politically sensitive nature. We often work in new areas of law and to tight timescales, where there on particular established precedent. This requires a level of comfort with considering measured risks, analysing them, and developing mitigations, and we need lawyers who are comfortable with this to support our work.

SERVICE LEVELS AND PERFORMANCE

Account and Contract Management

It is crucial for the 3 firms to form a close working relationship with the respective BEIS Contract Management Team and to provide the BEIS Contract Management Team with up to date and accurate Management Information.

The following are to be reported on monthly:

- Overarching use of the firm through the panel to date by FY
- Cost incurred and forecast across work packages
- Performance against KPIs (agreed timescales, GLD /AGO risk guidance, response times and absence of errors)
- Risks and issues

Matter breakdowns

- Cost incurred and forecast by work package by grade and rate
- Performance against KPIs (agreed timescales, GLD /AGO risk guidance, response times and absence of errors).
- Risks and issues
- RAG status and discussion points
- Alerts if 75% or 90% of budget triggered and planned mitigations if appropriate (NB these should be provided direct to work package contacts at the relevant alert point also)

At least quarterly, there will be a meeting focusing on performance.

On a quarterly basis firms will also provide a look ahead at work expected and capacity. Firms are expected to liaise with other panel firms to produce a composite capacity tracker.

Key Milestones

Each Supplier should note project milestones will be determined by BEIS for each assignment, and the Authority will measure the quality of delivery against agreed milestones in each individual instance. The overarching milestones for the proposed Contract is below:

Milestone	Description	Timeframe
1	Commencement of Services	1 week from Contract Start Date
2	Monthly review meetings	1st Monday of every month (TBC)

Each supplier shall attend monthly review meetings with BEIS at no charge to BEIS for up to 2 hours. BEIS shall decide whether these monthly review meetings shall be in person or virtually and quarterly review meetings shall be attended by the Supplier's lead partner to discuss the Supplier's performance.

BEIS reserves the right to challenge the Supplier's working arrangements if it considers the Supplier's performance to be unsatisfactory.

BEIS will measure the quality of the Supplier's delivery including by:

- assessing whether the work-products are fit for purpose; and,
- where the provision of legal services involves the drafting, review or production or modification of documentation, such documentation is technically functional and of an appropriate standard; and
- all legal services are provided to a standard no less than would be expected of a skilled and competent provider of professional legal services.

Draw Down Process

In order to commence an assignment or other piece of work under this Agreement, the Parties will draft and agree a Commissioning Form in line with the Service Level specification.

Key Performance Indicators

GLD BEIS Legal will measure the quality of the Supplier's delivery by the KPI/SLA table shown below.

	Service Area	KPI/SLA description	Target
1	Service Delivery Timescale	The Supplier shall meet the deadlines agreed for the delivery of work-products in respect of each instruction. Where agreed deadlines are missed a 5% discount to the total cost associated with that work-product is to be applied for every 12 hours that passes after the deadline before the product is provided (without prior agreement and revision of the deadline).	100%
2	GLD Risk Guidance	Unless agreed with GLD BEIS Legal otherwise, the Supplier shall provide advice on legal risk in accordance with the latest version of the GLD Guidance Note on Legal Risk (or any equivalent replacement guidance) the latest version of which is dated 2022.	100%

		Where in GLD's opinion the Supplier has failed to do so, a 5% discount to the total cost associated with that risk advice is to be applied.	
3	Initial Requests for Services	Initial response to initial instruction from GLD marked as Urgent if by email or confirmed by GLD as urgent if the contact is by telephone or video conference or similar technology – the response shall provide the information requested by GLD in the format and to the recipients requested by GLD or where such information cannot be provided, the Supplier shall confirm to GLD when it shall do so – same working day (or by 12 noon the next working day if received after 4pm) . Non-urgent requests made by draw done form shall follow the process set out below.	100%
4	Quality of advice	The Supplier shall provide all advice in accordance with the Statement of Requirements including requirements as to quality and without any error or mistake. Where GLD notifies the Supplier that advice contains an error or mistake or does not meet all of the Statement of Requirements including requirements as to quality, a 5% discount shall be applied to the total cost associated with that advice.	100%

Where there are any issues regarding quality of end products or supplier performance against agreed SLAs, the Supplier shall, at BEIS's request immediately take corrective action including where appropriate by implementing a performance improvement plan such plan to be agreed with BEIS.

REPORTING

The Suppliers shall provide to BEIS, without charge, such timely management information, statistics and reports in relation to project costs, delivery timescales, and matter status and performance as are reasonably requested by BEIS – note the proposed schedule of reporting set out above.

ADDITIONAL REQUIREMENTS

Before an invoice may be issued, an invoice should be sent in draft to the relevant GLD lawyer for approval. A draft invoice and all issued invoices shall include:

- Contract reference,
- BEIS purchase order number
- invoice number
- invoice date
- invoice amount
- breakdown of time spent per lawyer with name and surname of lawyer specified
- narrative details of work undertaken by each lawyer/service detail
- unit prices
- VAT inclusion flag.

BEIS may specify further information to be required on invoices. Unless otherwise specified by BEIS, invoices should be issued on a monthly basis with a draft being provided at least four working days before the end of each month.

LOCATION

It is envisaged that the majority of services will be delivered from the Suppliers' premises, although the Suppliers may be required to attend meetings at BEIS/GLD or other premises. BEIS and GLD personnel are usually based at several locations including London, Bristol, Salford and Leeds.

SECURITY REQUIREMENTS

Details regarding the appointment of the Suppliers are not to be shared by the Supplier with any third parties without first obtaining permission in writing to do so from BEIS.

Each Supplier must have appropriate IT, physical, personnel and procedural security measures in place to prevent any unauthorised access to data collected under the Contract.

PHYSICAL SECURITY

The Supplier shall have appropriate physical security measures in place in any data centres, or other buildings, used to host BEIS's data and to be able to demonstrate this. BEIS's preference is that the Supplier hosts the data entirely within the UK. Where the Supplier wishes to host data outside of the UK, the Supplier must obtain BEIS's prior agreement to the country (or countries) the data is to be hosted in. The Suppliers shall be required to comply with minimum security requirements (including published information assurance security protocols), including the use of BEIS's systems for access to key data, which may be changed from time to time.

PROTECTION OF INFORMATION AND SECURITY ARRANGEMENTS

The supplier and their subcontractors will be required to sign (or abide by) a non-disclosure agreement and apply BEIS information security policies to all information they access as part of this work, including ensuring that only duly authorised personnel can access protectively marked information. The supplier and their subcontractors will need to demonstrate the availability of adequate infrastructure and a business continuity plan to deliver the work to a high level of quality at the required time, ensuring the protection of information at all times.

Period of Contract:

The contract shall run from April 2023 to end April 2025. There will be an option to extend for one plus one years but whether or not this is done will be entirely at BEIS' discretion.

BUDGET

The estimated total value of the contract shall be up to £9,500,000 across all Suppliers.

[redacted]

[redacted]

Crown Commercial Service

SECONDMENT AGREEMENT

Introduction

1. Secondments, in or out of the Civil Service, are a valuable way to exchange knowledge and skills with other sectors and, as such, departments are actively encouraged to use them.

   A secondment is a move between a Civil Service department and an external organisation, such as the wider public, voluntary or private sector, for an agreed time period.

2. Secondments are either:

   Outward; when a Civil Service employee moves temporarily to work in an external organisation outside of the Civil Service, but remains employed by the Civil Service.

   Inward; when an individual from outside of the Civil Service moves temporarily to work for a Civil Service department but remains employed by their external organisation.

The benefits a secondment can bring

3. Secondments are a key element of the Civil Service development offer and talent development strategy. They provide opportunities to:

   - develop specific skills required for organisational performance that cannot be developed within the Civil Service
   - develop talent via recognised programmes
   - build a broader understanding of departmental delivery chains and relationships with strategic partners.

4. Secondments:

   - bring new skills back into the business
   - build capability through skills transfer between the Civil Service and external organisations
   - offer development opportunities to employees
   - increase awareness of customers and the impacts departments have on them
   - support employers in other sectors to build their capability.

What to know before you start

5. **The Civil Service Management Code (section 10.3)** gives particular information around:

   - Conduct and discipline
   - Pensions arrangements
   - Injury Benefits
   - Recruiting to inward secondments
   - Pre-appointment checks for inward secondments

   These are referenced in this guidance at appropriate points. Details of further Civil Service guidance which may be useful when considering a secondment can be found at Annex 1.

Discussing secondment opportunities

6. Discussing a potential secondment with an external organisation will require an element of negotiation for either an inward or an outward placing. To get the best outcome it is advisable to:

   - start discussions as early as possible; involving departmental HR, finance, and where necessary legal colleagues from the outset

   - be clear about Civil Service rules or requirements: e.g. the Civil Service Commission's Recruitment Principles allow inward secondments of up to two years without the need for fair and open competition

   - ensure that the individual being seconded understands and is a part of any discussions at the appropriate stage

   - be flexible wherever possible; but also be aware of the wider aims of the secondment and keep the business benefits at the forefront of discussions.

Outward secondments

Glossary of terms

Employee - Current civil servant undertaking a secondment in an external organisation.

Host organisation - An external organisation that is not part of the Civil Service.

Home department - Civil Service department where the employee is permanently employed.

Requests for secondments

7. When an employee considers a secondment would be beneficial to their development they should talk this through with their manager. Completing the business case template at Annex 2 is a good way to help both parties decide if the opportunity would be a good one for the employee and provide benefits to the business.

Eligibility

8. To be eligible for a secondment an employee must:

    - have been recruited in line with the Civil Service Commission's Recruitment Principles (appointment on merit through fair and open competition)
    - be in a position to clearly benefit from development outside of the Civil Service
    - have successfully completed their probationary period
    - demonstrate acceptable performance and attendance levels
    - not have an immigration visa restriction which specifies a particular place of work.

9. If an eligible employee is on a fixed term contract consider the decision alongside the business benefit in relation to:

    - fixed term employees are usually recruited to undertake a specific piece of work
    - the secondment can only be agreed for the remaining duration of the fixed term contract or less
    - there may be limited opportunities for the employee to bring skills back to the department.

Business benefits

10. If an employee meets the eligibility criteria, managers will need to consider the business benefits that will be gained by the department and the wider Civil Service as a result of the secondment.

Decision making

11. If it is agreed the secondment is a good opportunity a consideration may be how to fill the role left by the employee going on secondment. There may be occasions when their specific role should be retained for them, for example where they have gone on secondment to bring back specific skills to the business; or their post can be filled permanently depending on the type of post and length of secondment. The following options can also be considered:

    - offering the role to an employee on a development programme

- asking for an exchange with the host organisation
- advertising the role as a loan.

[DN: Department to insert link to approval process for vacancy filling].

Communicating decisions

12. Managers should communicate the decision to the employee by providing clear reasons and rationale, particularly where the secondment is refused. If refused, managers should consider other ways in which the employee could be further developed.

Agreements for secondments

13. The Civil Service Management Code states that the terms of the secondment are for negotiation between the home department, the host organisation and the employee.

14. A written agreement which is understood by all parties should be in place before a secondment begins. This is normally, but not exclusively, written by the home department with input by the host organisation.

15. A template for an outward secondment agreement is available at Appendix 1.

The agreement should cover

16. **Duration** This should be appropriate to the nature of the opportunity and not exceed two years unless there is a specific business justification for doing so. Outward secondments are to develop new skills for the Civil Service and the duration should reflect this. The agreement should include an **end date**.

    Notice Periods should be agreed to cover circumstances where either the home department or the host organisation needs to terminate the agreement.

    Pay The usual arrangement is for the employee to continue to be on the payroll and receive the pay awards of their home department with the external organisation reimbursing the salary costs. Moving employees to the payroll of the external organisation is not recommended as there are implications regarding Civil Service Pension Schemes contributions and reckonable service.

    Employees may not necessarily continue to be entitled to non contractual allowances they are in receipt of in the home department.

    Reimbursement There can be variations in how much salary is reimbursed. There are occasionally circumstances where the home department may agree not to be reimbursed, or may be partially reimbursed, for example where the secondment is very short or where there is a significant business benefit which offsets the cost. This will need to be agreed by **[DN departments to insert relevant approvals route].**

    As the employee remains on their home department's payroll during a secondment, VAT is applied to the salary as the host organisation is considered to be purchasing a service from the home department.

    Pensions Regardless of whether the employee will remain on their department's payroll during the secondment the employee must be given a written statement of the effect upon their pension arrangements. Managers will need to refer to their departmental pension's administrator regarding this.

Automatic enrolment Duties should be included within the secondment agreement. As employees retain the terms and conditions of their home department and remain on their payroll, it is the home department that is responsible for automatically enrolling the worker under legislation.

Injury benefits If the employee remains in the pension scheme of their department they must receive injury benefit cover from the department. In other cases, the receiving organisation must provide the cover. Departmental pension's administrators will be able to provide advice where there is any doubt about liability. A written statement must be given to the employee explaining who is providing the injury benefit. It is advisable to do this within the secondment agreement.

Terms and Conditions The secondment agreement will specify any changes to contractual terms but the employee will normally remain on those of their home department.

Policies There should be a clear understanding of the policies the employee is working under during the secondment. A practical approach may be to use the host organisation's policies for day to day management activities but where policies link to payroll mechanisms it may be better to use those of the home department.

Conduct and Business Appointment Rules A civil servant on outward secondment remains subject to the Civil Service Management Code and the existing rules of their home department. The Business Appointment Rules continue to apply. During the secondment, the employee must also behave as if they were members of the host organisation in following its policies and directives.

Return arrangements The secondment agreement should outline what post the employee is eligible to return to at the end of the secondment period; the minimum commitment should be that a department will accept the employee back at their previous grade and location where possible. If there is no post available or the home department no longer occupies the previous location, the employee will be declared surplus.

Duty of care. The agreement should be clear about the responsibility to protect the employee from reasonably foreseeable risk or harm which might occur as a result of their work. The under-pinning principle is that a home department will always retain responsibility for the duty of care but that it can choose to discharge this responsibility by asking the host organisation to take responsibility for some or all aspects.

At the start of the secondment

17. Once the secondment is agreed, the practical steps to facilitate the transfer will need to be undertaken. A line manager checklist is available at Annex 3.

A **home** manager should:

- confirm the employee has been recorded as going on secondment
- ensure that keep in touch arrangements have been agreed.

During the secondment

Keep in Touch

18. Keep in touch activities need to be tailored to suit all parties. Key things to consider are:

- method, e.g. tele-kit, video conference, face to face, telephone
- departmental information required such as newsletters or vacancy bulletins
- frequency e.g. weekly, monthly
- other information required by the host line manager, which will depend on the payroll and management arrangements in place.

The home line manager has overall responsibility for maintaining the programme of keep in touch and ensuring a smooth return process. They should review the employee's development goals and ensure they have an effective development plan.

- They are also responsible for updating the employee about key developments such as:

  -any promotion opportunities

  -any restructuring taking place within the home department

  -early release schemes they may be eligible to apply for whilst on secondment.

- **The employee** is responsible for ensuring the agreed keep in touch arrangements are followed, actively informing both managers of any changes or developments in their home department and the timescales for returning at the end of the secondment.

- **The host line manager** is responsible for engaging with and supporting the keep in touch process.

Managing the employee whilst on secondment

19. As the employee remains on their home departmental payroll, their home line manager will need to ensure that they are taking all necessary action linked to pay. This includes but is not limited to: performance management, annual leave and sick pay.

20. All the actions taken for an employee on secondment should be recorded to ensure they are not treated differently from other employees managed under those policies.

21. It can be complex for a host line manager to manage individuals on secondment using unfamiliar policies, processes and entitlements. Home line managers should be as helpful as possible in interpreting departmental policies and supporting with any issues that arise.

Ending early

22. Secondments will usually come to an end at the pre-agreed end date but either the home department or host organisation can terminate the secondment by giving the agreed notice.

23. A secondment may need to end because:

- the employee accepts a new permanent role
- the home department encounters exceptional resourcing issues and requests that the employee return early (this would only be due to an urgent business need)
- significant business change in either the home department or host organisation, for example a TUPE or Machinery of Government change
- the secondment is not working successfully and discussion has not resolved the problem.

Towards the end of the secondment

24. As part of the keep in touch arrangement it is important to plan the employee's return to the home department.

    This should include a review of the benefits of the secondment and any discussion of how further benefit could be achieved in the time remaining. It is important to assess this against the benefits listed in the original business case, the objectives set for the employee and progress made.

    If it is confirmed that the secondment will end at the pre-agreed time the home department needs to start considering what post the employee will return to. The department will also need to consider how best to use the development the employee has gained from the secondment.

Extending the secondment

25. In exceptional circumstances the host organisation may wish to extend the secondment. They can make this request but the home department will need to agree. This decision should be based on the original purpose of the secondment and an assessment of the continued benefits to all parties. A secondment's purpose is to bring new skills into the Civil Service; those which are extended may not deliver this. The outcome of the extension request should be recorded formally so that all parties are aware of the outcome.

At the end of the secondment

26. It is essential that the employee and home line manager regularly communicate and plan well in advance the practical arrangements that need to be made to facilitate an effective return. This will include any steps required to induct the employee back into the organisation and any payroll amendments which may be required.

    Both the home department and the host organisation should take part in a review meeting to hand over fully, following the secondment.

    Employees should be kept fully up-to-date with any organisational changes which may alter the return arrangements. In the event that it is not possible to accommodate the employee as planned, the employee should be notified as soon as possible, and managed in line with the home department's surplus policies.

Evaluation and using new skills

27. When an employee returns to the department they should meet with their home manager to:

- review the outcomes of the keep in touch meeting which took place towards the end of the secondment

- discuss and evaluate the benefits gained from the secondment compared with the original objectives and agree next steps to build on the experience. It may also be useful to have a follow up evaluation once the employee has been back in post for a number of months.
- find ways to share their learning in their work environment.

Further help

28. The Frequently Asked Questions provide further detailed advice in response to questions that employees or managers may ask when considering a secondment opportunity.

Inward Secondments

Glossary of terms

Individual Current employee of an external organisation, undertaking a secondment in a Civil Service department; they will not be a current civil servant.

Home organisation External organisation where the individual is permanently employed

Host department Civil Service department where the individual is undertaking the secondment.

Using secondments to fill a role

29. As secondments are classed as external recruitment they are subject to the requirements of the Civil Service Commission's Recruitment Principles. Secondments into the Civil Service are also covered by the recruitment freeze. As such use of them will require discussion with senior management and be subject to existing departmental processes to gain approval to recruit externally. The benefits to the department and the wider Civil Service will need to be made clear as part of this process.

30. Inward secondments must be conducted in line with the Civil Service Commission's Recruitment Principles. To facilitate movement between the Civil Service and other employers the Commission allows **secondments of up to two years without the need for recruitment via fair and open competition based on merit**.

31. Numbers of inward secondments need to be included in departmental annual reports to the Civil Service Commission.

Advertising

32. Secondment opportunities could be advertised on CS Jobs, through professional networks or to communities using that profession's website. If advertised on CS Jobs this would be classed as appointment on merit through fair and open competition and the limit of two years would not apply. However, as the aim of a secondment is to develop skills within the Civil Service, longer periods should not normally be required.

Direct placement

33. Secondments may also be filled by identifying a suitable individual, where:

    - a department approaches an individual, employed by an external organisation, with very specialised skills to carry out particular work, and the individual's organisation agrees to a secondment
    - pre-existing 'exchange' arrangements exist between Civil Service departments and external organisations or professions as part of a recognised scheme
    - an individual has a particular development need or interest and there is an opportunity which is suitable, available and of business benefit to the department.

34. It is important that all activity undertaken to fill a role using a secondment is in line with equality legislation.

Applications for secondments

35. When considering a secondment application, the potential host manager should assess it in line with the requirements of the role. They should make clear to the individual the duration, salary, terms of secondment, and the need for agreement from the home organisation.

36. They will also need to make clear to the individual that the role is offered on a secondment basis and is not an offer of permanent employment.

Pre-appointment checks

37. Managers will need to ensure that personnel security risks are effectively managed by applying controls and checks relevant to the specific secondment post. The Civil Service Nationality Rules will not apply where the individual remains the employee of an external organisation. As the individual is working within the Civil Service they will require all other pre-appointment checks in the same way as a permanent new starter. This will also include ensuring that the individual does not have any visa restrictions that limit the secondment. It is helpful to make individuals aware of the pre-appointment checks process, any timescales involved, and additional restrictions that would otherwise apply if employed directly by the Civil Service.

    Annex 1 lists guidance to be aware of. These checks should be conducted in line with departmental recruitment guidance **[DN: Department to insert links].**

Secondment agreements

38. The Civil Service Management Code states that the terms of a secondment are a matter for negotiation between the home organisation, the host department and the individual.

    A secondment should always be under-pinned by a written agreement between all parties. A template for an inward secondment agreement is available at Appendix 2.

    During an inward secondment the individual will be carrying out work for the Civil Service department whilst remaining employed by their home organisation. The home organisation's agreement would normally be used. As long as the department's interests are represented the template used should not be a barrier. The department can suggest the use of the template at Appendix 2 if the home organisation agrees.

Checking the details of an agreement

39. Consider:

    Duration and end date To facilitate movement between the Civil Service and other employers the Commission allows secondments of up to two years without the need for recruitment via fair and open competition based on merit. Any proposal for a longer secondment at the outset, or to extend the appointment beyond two years requires the approval of the Commission. Timescales in agreements should reflect this.

    Notice periods should be agreed to cover circumstances where either the home organisation or the host department needs to terminate the agreement.

Pay The usual arrangement is for the individual to continue to be on the payroll of the home organisation and be covered by their pay arrangements, with the host department reimbursing salary costs. Departments should not normally agree to reimburse variable pay such as bonuses.

Reimbursement VAT is payable by the host department as they will need to use an invoice to pay the home organisation for the individual's costs; this is because during a secondment the individual remains on their home organisation's payroll.

Automatic enrolment duties should be included within the secondment agreement. As the individual will retain the terms and conditions of their employer and remain on their payroll, it is the home organisation that is responsible for automatically enrolling the worker under legislation.

Injury benefits Arrangements for injury benefit cover must be agreed before any inward secondment commences and given to the secondee in writing, explaining who provides the benefit and what it is comprised of. If the individual remains in the pension scheme of their home organisation they should receive injury benefit cover from them. In other cases, the host must provide the cover. Departmental pension's administrators will be able to provide advice where there is any doubt about liability.

Terms and Conditions The secondment agreement will specify any temporary changes to contractual terms but the individual will normally remain on those of their home organisation.

Policies There should be a clear understanding of which policies the individual is working under during the secondment. Where policies link to pay systems it may be better to use those of their home organisation whilst following those of the host department for areas linked to day to day management activity.

Conduct Individuals seconded in to the Civil Service must be made aware that they will be subject to the Official Secrets Acts and are also required to observe the Civil Service and departmental rules on conduct, confidentiality and security. They should ensure that there is no conflict of interest that will cause embarrassment either to their home organisation or their host department. These may be in addition to rules that are applicable to them in their home organisation.

Duty of care The agreement should be clear about the responsibility to protect the individual from reasonably foreseeable risk or harm which might occur as a result of their work. The under-pinning principle is that a home organisation will always retain responsibility for the duty of care but that it can choose to discharge this responsibility by asking the host department to take responsibility for some or all aspects.

At the start of the secondment

40. Once the secondment is agreed, the practical steps to facilitate the transfer will need to be undertaken.

A **host** manager should be aware of:

- any reasonable adjustments required and ensure these are in place
- keep in touch arrangements and responsibilities that have been agreed
- arrangements for paying the individual, including expenses
- the arrangements for managing the individual and whose policies they are working under

- the external organisation's policies that relate to pay such as performance management, annual leave, attendance management.

During the secondment

Keep in touch

41. Keeping in touch during the secondment is the responsibility of all the parties involved:

    - **The individual** is responsible for ensuring the agreed keep in touch arrangements are followed, actively informing both managers of any changes and the timescales for returning at the end of the secondment.
    - **The home line manager** has overall responsibility for maintaining the keep in touch programme and ensuring a smooth return process. They will need to liaise with their employee and provide the host line manager with information needed to manage the individual.
    - **The host line manager** is responsible for engaging with, and supporting, the keep in touch process and supplying information required by the home organisation.

Managing the employee

42. During the secondment the host line manager is responsible for the day to day management of the individual and should maintain accurate records which can be shared with the home organisation as necessary.

    As the individual remains on their home organisation's payroll, the policies linked to pay will need to be adhered to and any required action taken; these will include performance management, annual leave and attendance management.

    Both managers should discuss and agree what the requirements are in terms of record keeping and paperwork.

    It can be complex managing individuals on secondment where some of the policies used are those of the home organisation and as a result are unfamiliar to the host line manager. In order to ensure the process runs smoothly any issues that arise which are covered by the home organisation's policies, processes and entitlements should be discussed with the home manager as part of the keep in touch process.

Ending a secondment early

43. Secondments will usually come to an end at the pre-agreed end date. Either the host department or the home organisation can terminate the secondment early by giving the agreed notice period.

44. A secondment may need to end early because:

- the individual accepts a new permanent job role
- the individual returns to the home organisation due an urgent business requirement
- the secondment is not working successfully and discussion has not resolved the problem.

Towards the end of the secondment

45. Towards the end of the secondment a review of the benefits of the secondment, and any discussion of how further benefit could be achieved in the time remaining, should be undertaken. This should involve the home organisation as this will support the evaluation process and build links for future opportunities.

Extending the secondment

46. As inward secondments are used to transfer skills and facilitate movement between the Civil Service and other employers, the Civil Service Commission allows **secondments of up to two years without the need for recruitment via fair and open competition based on merit**.

    Any proposal for a longer secondment at the outset, or to extend the appointment beyond two years requires the approval of the Commission. Additional information is available from the Commission's website.

At the end of the secondment

47. Activity undertaken at the end of the secondment should include:

- Performing a review of the secondment and the skills and benefits it has brought for: the host department, the individual, the home organisation and the wider Civil Service. This will be key for informing future secondment activity.

- Considering keeping in contact with the individual as a way to build networks outside of the Civil Service which could lead to similar arrangements in the future.

Further help

48. The Frequently Asked Questions provide further detailed advice in response to questions that employees or managers may ask when considering a secondment opportunity.

Annex 1 – Civil Service guidance and rules to consider

Section 10.3 of the Civil Service Management Code sets out rules concerning:

- Conduct and discipline
- Pensions arrangements
- Injury Benefits
- Recruiting to inward secondments
- Pre-appointment checks for inward secondments

This guidance reflects the Management Code position but the source information can be found here.

Cabinet Office Recruitment Freeze Guidelines This applies to those taken on inward secondment, even if the individual stays on their home organisation's payroll or there is a zero cost agreement.

Civil Service Commission's Recruitment Principles The Civil Service Management Code states that inward secondments must not conflict with rules governing appointment on merit through fair and open competition. The rules allow secondments to be an exception to the Principles but also put a limit of two years on their duration. Secondments recruited via a fair and open competition route will be rare but if this does occur that posting will not be treated as an exception and can be for a period of longer than two years. The link can be found here.

Pre-appointment checks guidance All those moving into the Civil Service on secondment need to have undergone pre-appointment checks. Refer to departmental guidance and the:

- **Baseline Personnel Security Standard,** this sets out the standard security checks across Government and the different clearance level required for different roles. **[DN: Department to insert link to departmental guidance]**

- **Civil Service Nationality Rules,** these apply only to inward secondments where the terms of the secondment agreement are such that the individual is considered to be employed by the Civil Service. These can be found here.

Annex 2 – Business case template

Employees wishing to apply for a secondment opportunity must satisfy the eligibility criteria set out in the secondments policy and complete the business case template. Detailed information should be provided to enable managers to make an informed decision on whether they are able to support and approve the application.

All sections should be completed in full:

Employee name and grade			
Details of the secondment opportunity: employer, type of business/organisation, role type and working hours			
Duration of secondment			
Details of personal development the opportunity would provide			
Details of business benefits to the home department. For example, skills or knowledge that you will return with.			
Details of business benefits to the wider Civil Service.			
Details of business benefits to the host organisation.			
Outcome (please give reasons for accepting or rejecting the request).			
Manager name and grade			
Signature		**Date**	

Annex 3 - Line manager checklist (outward secondments)

The checklist below can be used to record evidence throughout the secondment process. An up to date copy should be retained which can be reviewed as part of the `Keeping in Touch` process. If there is a change of home manager during the secondment this checklist should be handed to the new manager.

Employee details

Name	
Grade	
Contact details	

Host manager details

Name	
Business/organisation	
Contact details	

Secondment request

Have the eligibility requirements been met? (see Secondments Policy)	*Confirm checks and insert details of any issues/concerns.*
Does the business case evidence benefit for the department, the employee, and the Civil Service?	*If yes record date business case approved. If not insert reason refused and date employee informed.*
Does the employee understand the return arrangements? Record details of discussions	

Secondment agreement - Does the employee understand the arrangements for:

Terms and conditions?	
Salary and expenses?	
Keeping in Touch?	
Development reviews?	
Absence reporting arrangements?	
Performance reporting?	
Recording the terms of the agreement?	*Ensure the employee and manager have a signed and dated copy of the agreement.*

PROTECT

Prior to the secondment

What arrangements have been made for filling any vacancy left by the secondment?	
Have you taken action on any HR/payroll changes required e.g. has the employee been recorded as going on secondment?	
Have you undertaken relevant performance action?	
Have you considered reasonable adjustments?	

During the secondment

Are you sending the employee regular communications from the home department as required, e.g. job opportunities?	
When will the keep in touch meetings taking place? Record dates if required.	
Has the employee requested an extension to the secondment?	
Has the extension been agreed?	

Planning for the employee's return

Has a discussion taken place with the employee about return?	
Is the employee's original post still available? If not has an alternative post been found?	
Has the employee's return date been agreed by all parties?	
Do any reasonable adjustments need to be made prior to the employee's return?	

Does the employee require an induction?	
Has the host manager sent over the relevant paperwork and performance reports?	
Has an evaluation of the secondment opportunity and development gained taken place? Record any meeting date(s).	

Post return

Has a further evaluation review been conducted six months after the return date?	

Appendices – Template Secondment Agreements

Appendix 1 – Outward secondment agreement

AGREEMENT FOR SECONDMENT OF CIVIL SERVICE EMPLOYEE TO NON-CIVIL SERVICE ORGANISATION

Warning: this is only a template and must be adapted to suit individual circumstances. Legal advice should be taken where appropriate.

This Agreement is made between:

I. **[Insert name of non-Civil Service (external) organisation]** of [**insert address]** ("the Host")

II. the Department of [**insert Civil Service Department name]** ("the Department")

III. **[insert name of Civil Service employee]** ("the Secondee").

1. Secondment and duration

1.1 The Secondee will be seconded by the Department to work for the Host in the post of **[insert post title**] from **[insert start date]** to **[insert end date].** The Secondees line manager during the secondment will be **[insert name or job title of line manager]**; if a change of line manager is necessary the details will be given to the Secondee and the Department.

2. Status of Secondee; return to Department

2.1 The Secondee will remain the employee of the Department for the duration of the secondment and will not become, or be regarded as, the employee of the Host. If the Secondee ceases to be employed by the Department for any reason during the secondment period then the secondment will terminate immediately.

2.2 At the end of the secondment the employee will return to the home department. The home department will do its best to place the employee in either the same post or another post at the same grade and location as s/he was in before the secondment started, but it cannot guarantee that any post will be available. **[Home departments may wish to make reference to their deployment policies here.]**

2.3 On returning to the Department any terms of the Secondee's contract which were varied because of the secondment will revert back to their original state. Any higher remuneration which applied because of the secondment will cease with the secondment.

2.4 Any temporary promotion linked to the secondment will cease when the secondment ends and the Secondee will return to the Department at their original grade.

3. Location and hours of work

3.1 During the secondment the Secondee's place of work will be **[insert place of work]**.

3.2 The Secondee's hours of work during the secondment will be **[insert working hours]**.

4. Remuneration

4.1 During the secondment the Department will continue to pay the Secondee his/her normal remuneration (including pay for sickness absence, annual leave and pension contributions) **[DN less any department/role specific allowances].** This includes any Departmental pay award which has been made but has not yet come into effect.

OR (if the rate of pay is higher during the secondment)

During the secondment the Department will pay the Secondee at the rate of £ [insert special pay rate if applicable] per annum and will also provide the same benefits as applied before the secondment [or insert here a list of which Departmental benefits will be provided and whether any additional Host benefits will apply. This can be done in an Annex if necessary]. Any departmental pay award which was made before the secondment starts but is not yet effective will not apply.

4.2 The Department will also be responsible for paying PAYE tax and national insurance contributions and any other applicable deductions in respect of the Secondee's remuneration.

4.3 **Pay Awards:** Any pay awards that are implemented within the Department during the secondment should be applied to the Secondees salary as and when they occur.

OR (if the rate of pay is higher during the secondment)

Any pay increases during the secondment will be determined by the Host with the Department's consent. **[DN: a requirement for consent is included so that the Department can prevent any inappropriate increases being granted.]** Any such pay increase will only apply during the period of the secondment. Departmental pay awards will not apply.

On the Secondee's return to the Department his/her salary will be set as follows: **[insert details of how the salary on return will be calculated. E.g. it could be the pre-secondment salary adjusted in line with pay changes which have taken place in the department during the secondment, and based on the box markings (or host equivalents) in appraisals which were done during the secondment. Departmental pay policies may set out what happens about pay on return from a secondment, in which case this clause can refer to the relevant policy.]**

5. Reimbursement

5.1 The Host will reimburse the Department for the full cost of the Secondee's remuneration during the secondment, including any performance-related pay, all benefits, employer's National Insurance contributions and pension contributions. The Host will also pay VAT where applicable on the invoiced amount.

OR (if less than full reimbursement is to be made)

The Host will reimburse the Department for the cost of the Secondee's salary [and .... **[Insert any extras**]. The host will also pay the VAT where applicable on the invoiced amount.

5.2 Reimbursement will be made within **[insert suitable period, e.g. 30 days]** of the Department providing the Host with an invoice giving details of the cost and showing any applicable VAT. Invoices will be presented monthly/quarterly **[delete as**

appropriate] in advance/arrears/on the following dates **[delete as appropriate, insert relevant dates].**

[DN: if the pay or reimbursement arrangements are complex it may be appropriate to deal with them in an Annex to the agreement.]

6. Performance Management; performance related pay

6.1 During the secondment the Department will continue to conduct performance reviews of the Secondee and will make decisions about any performance-related pay in accordance with its procedures. If the Host is liable to reimburse the Department for any performance-related pay, the Department must consult the Host before making a decision about such pay.

6.2 The Host will provide the Department with appropriate input for these purposes, to agreed timescales.

OR (delete as appropriate)

Performance reviews during the secondment period will be conducted by the Host under its procedures, with appropriate input from the Department. Decisions about any performance-related pay will be made by the Host under its policies, but will require the consent of the Department. **[DN: this is included so that the department will be able to prevent any inappropriate bonuses being paid.]**

The Secondee will not be entitled to any performance-related pay awarded by the Department.

The Host will assist the Department as appropriate with any post-secondment appraisal which includes work done during the secondment.

[DN: it is important to make sure that the chosen options for whose appraisal and performance systems are used will mesh together properly. In general the party which makes decisions about performance pay should also make decisions about appraisals.]

7. Pension and Injury Benefit Schemes

7.1 The home department that is responsible for automatically enrolling the worker under legislation.

7.2 This secondment will not affect the Secondee's occupational pension arrangements with the Department.

OR

7.3 The pension arrangements during the secondment will be as follows**: [Insert details of changes. The Management Code requires that the Secondee be given a written statement of the effect of the secondment on pension.]**

7.4 This secondment will not affect the Secondee's eligibility for the Civil Service Injury Benefit Scheme. **[If alternative arrangements are being made, this clause will require amendment. The Management Code requires that the Secondee be given**

a written statement setting out who is providing the benefit and what it comprises.]

8. Expenses and training

8.1 Any travel, subsistence or other expenses incurred by the Secondee in the course of the secondment will be reimbursed [by the Department in accordance with the rules applicable in that department] or **[delete as appropriate]** [by the Host in accordance with the rules of the Host].

8.2 **[Insert any applicable provisions about who provides and pays for training and development during the secondment.]**

9. Health and safety

9.1 During the secondment the Host will be responsible for the Secondee's health & safety, and will ensure that the Secondee is only required to work for such periods and at such times as are permitted by the Working Time Regulations 1998.

10. Leave and associated pay

10.1 During the secondment the Secondee will continue to be entitled to holiday, sickness absence and other leave (and any associated pay) as provided for in his/her terms and conditions of employment with the Department. At the beginning and end of the secondment any accrued annual leave will be transferred with the Secondee.

OR (delete as appropriate)

During the secondment the Secondee will be entitled to holiday, sickness absence and other leave (and any associated pay) as provided for in the Host's terms and conditions. At the beginning and end of the secondment any accrued annual leave will be transferred with the secondee.

10.2 The Secondee must book leave and report any sickness or other absence to **[insert details]. In some cases it may be appropriate for the Secondee to report to his Departmental line manager and to the permanent Employer]**.

10.3 In **the event the Secondee takes maternity/paternity [DN: delete as appropriate] or adoption leave and:**

The original secondment has not ended prior to return, the Host consents to continue with the secondment and the Secondee has the opportunity to return to the Host organisation to complete the remainder of the secondment period.

The original secondment ends during the period of leave, the Host consents to the Secondee continuing on the agreed secondment terms (if any additional terms were granted) until the secondment period would have finished, had the Secondee not taken **[DN insert type]** leave. At that point, even if the period of leave has not expired they will return to the Home department and move back onto the terms in place prior to the secondment.

11. Standards, including confidentiality and conflicts of interest

11.1 During the secondment the Secondee will observe all the Host's rules, policies and procedures relating to conduct and standards, including confidentiality, unless the Department's rules, policies or procedures require a higher standard, in which case the

Secondee will observe that higher standard. This will also apply after the secondment has ended, in relation to any continuing obligations. **[DN: this will cover things like confidentiality, non-dealing or conflicts of interest rules which go further than the home department's policies and which the Secondee must stick to even after the secondment ends.]**

11.2 In the event of any breach of this clause ("Standards, including confidentiality") the Host will inform the Department, and may terminate the secondment early as set out in the termination clause in this agreement.

11.3 The Secondee's attention is particularly drawn to the following Host policies which are attached to this agreement: **[insert details of policies which are specific to the Host in respect of standards and conduct].**

11.4 The Secondee will continue to be bound by the Civil Service Code at all times during the secondment. The same applies to the Business Appointment Rules; these place restrictions on the work which civil servants are able to carry out after leaving the Civil Service and can be found in the Department's staff handbook and in the Civil Service Management Code. The Secondee will also continue to be bound by the Official Secrets Act.

11.5 The Department will not require the Secondee to disclose or use any information which is confidential to the Host, and will keep confidential any confidential information it acquires as a result of the secondment.

11.6 The Host will not require the Secondee to disclose or use any information which is confidential to the Department, and will keep confidential any confidential information it acquires as a result of the secondment.

11.7 If an actual or potential conflict of interests arises during the secondment, any party which becomes aware of the conflict will notify the other parties in writing as soon as possible, and all the parties will attempt to manage the conflict appropriately. If this is not possible the secondment must be terminated in accordance with the termination clause in this agreement.

12. Discipline and grievances

12.1 The Secondee will continue to be subject to the disciplinary and grievance procedures of the Department in respect of matters occurring during the secondment. The Host will co-operate with the Department in such matters, including by providing any necessary information.

13. Policies and procedures

13.1 Except as otherwise provided in this agreement, the Secondee will continue to be subject to the Department's policies and procedures during the secondment.

OR (if it is more appropriate for the Host's policies to apply)

Except as otherwise provided in this agreement, the Secondee will be subject to the Host's policies and procedures**. [DN consider whether to draw the Secondee's attention here to any major differences between the policies/procedures, or attach the relevant policies. Also consider whether any particular policies of Host organisation will not be appropriate, such that the Department's policies should apply instead.]**

14. Duty of care

14.1 The Department retains responsibility for the duty of care.

Or [Delete as appropriate]

The Host [insert name] has the duty of care during the secondment.

[DN: The responsibility for duty of care must be mutually agreed]

15. Data protection

By signing this agreement the Secondee agrees to appropriate information about him/her being passed between the Host and the Department and processed by them for employment, managerial, administrative and similar purposes and to comply with legal requirements. Such information will be held securely. Further information about data protection can be found in the Host's staff handbook. **[DN: departments should note that the processing of sensitive data may require more specific consent from the employee.]**

[DN: the Host may wish to review and add further information here.]

16. Early termination

Either the Host or the Department may terminate the secondment for any reason by giving **[e.g. one month]** notice in writing to the other two parties.

16.1 The Host may also terminate the secondment on grounds of serious misconduct by the Secondee, by written notice to the other two parties with immediate effect.

16.2 Either the Host or the Department may terminate the secondment if a conflict of interests arises which cannot be appropriately managed, by written notice to the other two parties with immediate effect.

17. Information and monitoring of leave

17.1 The Host/Department **[delete as appropriate]** will monitor annual leave, sickness absence and other leave. The Host and Department will each provide the other with any information the other needs in order to manage the Secondee, both during the secondment and when it ends. **[It may be appropriate to make provision here for the party that does the monitoring to provide regular reports to the other party about leave and other management matters.]**

17.2 The Secondee must notify both the Host and the Department if his/her home address changes during the secondment.

18. Ethical considerations

18.1 This clause will apply during the secondment and for **[insert suitable period e.g. six months, on which legal advice should be taken]** months after its termination.

18.2 The Host will not induce (or attempt to induce) the Secondee to leave the Department or take up employment with the Host.

18.3 Neither the Department nor the Secondee will induce (or attempt to induce) any of the Host's staff with whom the Secondee has worked to leave the Host or take up employment with the Department.

18.4 This clause will not prevent either the Department or the Host from running general recruitment campaigns or from offering employment to an individual who responds to such a campaign.

19. Liability and indemnities

19.1 The Secondee will work under the supervision of the Host. The Department will not have any liability to the Host for the acts or omissions of the Secondee in the course of the secondment. **[DN: this is to guard against claims being made by the Host if the Secondee does poor work.]**

19.2 The Host will indemnify the Department fully and keep it indemnified fully at all times against any loss, injury, damage or costs arising out of any act or omission of the Secondee in the course of the secondment. **[DN: this is to ensure that the Host and not the Department pays if a third party (including the Host's own staff) makes a claim based on the actions of the Secondee – e.g. if a host employee claims that the Secondee bullied him. The department will remain vicariously liable for the Secondee's actions during the secondment and that is why it could be sued by third parties.]**

19.3 The Host will indemnify the Department fully and keep it indemnified fully at all times against any loss, injury, damage or costs arising out of any act or omission of the Host or its employees, officers or agents relating to the secondment. **[DN: this ensures that the Host should pay if it treats the Secondee badly (e.g. discrimination) or negligently causes him to suffer injury, and the Department has to make a pay-out to the employee or incur other costs as a result.]**

20. Intellectual property

20.1 Any intellectual property which arises in the course of the Secondee's work for the Host shall belong to the Host.

20.2 **[DN: If the Department may wish to use any of the intellectual property produced by the Secondee, wording should be added here so that the Host grants the Department a suitable licence to use this and any confidentiality restrictions elsewhere in this agreement are lifted.]**

21. Assignment

21.1 This agreement may not be assigned by any party to the agreement without the agreement of the other two parties.

22. Governing law and jurisdiction

22.1 This agreement is governed by and will be construed in accordance with the law of England.

22.2 The parties irrevocably agree that the Courts of England and Wales will have exclusive jurisdiction in relation to any dispute or difference arising out of or in connection with this agreement or its subject-matter or formation (including non-contractual disputes or claims).

23. Variation

23.1 The terms of this agreement may only be varied by agreement in writing between the Host and the Department.

[DN: you may also wish to consider with your legal advisers whether to include additional clauses dealing with service of notices, third party rights and non-waiver of remedies, an "entire agreement" clause and an interpretation clause. Although rarely used you may wish to consider these in relation to your particular business need.]

Signed by:	**On behalf of:**	**Date:**
[insert name of signatory]	**[insert department name]**	
[insert name of signatory]	**[insert host organisation name]**	
[insert name of signatory]	**Employee**	

Appendix 2 – Inward secondment agreement

AGREEMENT FOR SECONDMENT OF INDIVIDUAL FROM NON-CIVIL SERVICE ORGANISATION INTO CIVIL SERVICE DEPARTMENT

Warning: this is only a template and must be adapted to suit individual circumstances. Legal advice should be taken where appropriate.

This Agreement is made between:

I. **[Insert name of seconding non-Civil Service organisation]** of [**insert address]** ("the Employer")

II. the host Department of **[insert Civil Service Department name]** ("the Department")

III. **[Insert name of individual secondee]** ("the Secondee") of **[insert address]**.

1. Secondment and duration

1.1. Appointment to a post in the Home Civil Service ("the Civil Service") is governed by the Constitutional Reform and Governance Act 2010 and the Civil Service Commission's Recruitment Principles issued by the Civil Service Commissioners. The Principles except secondments of up to two years to the Civil Service from the requirement that selection for appointment should be made on the basis of fair and open competition.

1.2. The Secondee will be seconded by the Employer to work for the Department in the post of [**insert post title] [for the purposes of – insert detail here on relevant project or general indication of purpose].** The secondment shall be from **[insert start date]** to **[insert end date]** unless terminated earlier in accordance with this Agreement. The parties may agree to extend the secondment provided that the secondment does not in any event exceed two years in duration.

1.3. The Secondee's reporting manager during the secondment will be **[insert name or job title of line manager]**; if a change of reporting manager is necessary the details will be given to the Secondee and the Employer.

1.4. During the secondment the Secondee will work under the supervision of the Department and carry out all reasonable instructions from the Department. The Secondee will carry out their duties during the secondment in a professional manner and to a professional standard, exercising the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person of their level.

1.5. The Employer will take out and maintain in full force with a reputable insurance company a reasonable level of insurance cover for loss, injury or damage caused to or by the Secondee in connection with the secondment.

1.6. The Secondee will not, without the prior written approval of the Department, do any act, enter into any contract, make any representation, give any warranty, incur any liability or assume any obligation, whether expressly or by implication, on behalf of the Department, or bind or hold himself/herself out as capable of binding the Department in any way.

1.7. The Secondee will not carry out any work for the Employer during the secondment, except **[DN: insert any exceptions, e.g. attending Employer training or updates or doing small amounts of handover work near the start of the secondment. Be aware of possible conflicts of interest.]**

1.8. The Secondee will remain the employee of the Employer for the duration of the secondment and will not become, or be regarded as, the employee of the Department. If the Secondee ceases to be the employed by the Employer for any reason during the secondment period then the secondment will terminate immediately.

1.9. If the Secondee is held to be employed by the Department at any time during the secondment then the Department may dismiss the Secondee and the Employer shall offer the Secondee employment on the terms that applied immediately before that dismissal.

2. Location and hours of work

2.1. During the secondment the Secondee's place of work will be **[insert place of work]**. The Department may require the Secondee to work from other locations as necessary. The Secondee will be informed in advance of any change to the place of work [as long as it remains within reasonable travelling distance].

2.2. The Secondee may be required to travel on the Department's business to such locations and by such means and on such occasions as the Department may from time to time require.

2.3. The Secondee's hours of work during the secondment will be **[insert Departmental working hours]** plus any additional time as may be reasonably required by the Department from time to time.

3. Remuneration

3.1. During the secondment the Employer will continue to pay the Secondee his/her normal remuneration (including pay for sickness absence and annual leave, any variable pay, all benefits, and pension contributions).

3.2. The Employer will continue to be responsible for paying PAYE tax and national insurance contributions and any other applicable deductions in respect of the Secondee's remuneration.

3.3. Any pay rises during the secondment will be determined by the Employer in the normal way**.**

4. Pensions - automatic enrolment

4.1. The Home employer remains responsible for automatically enrolling the employee under legislation.

5. Reimbursement

5.1. The Department will pay the monthly/quarterly **[delete as appropriate]** sum of **[insert monthly or quarterly payment amount]** which represents the Secondee's basic salary and pension contributions as a contribution towards the cost of employing the Secondee, plus VAT if applicable. The Department will not be liable to pay any additional sums (other than the Secondee's expenses, as set out below).

5.2. Payment/reimbursement will be made within **[insert suitable period, e.g. 30 days]** of the Employer providing the Department with an invoice giving details of the payments due and showing any applicable VAT. Invoices will be presented monthly/quarterly **[delete as appropriate]** in advance/arrears/on the following dates **[delete as appropriate/add dates]. [DN consider adding other details such as the address to which invoices should be sent, any reference/purchase order number which must be quoted, etc.]**

5.3. The Employer must ensure that the final invoice covers all outstanding expenditure for which reimbursement may be claimed. The Department will not be liable to pay any items not included in the final invoice.

5.4. [If the Secondee is away from work for any reason for more than **[insert period of time, e.g. six weeks**], the Department's obligation to make payments under clause 5.1 will not apply during that absence.][If this occurs the Department and the Employer will review the secondment, and possible options will include continuing the secondment, ending it on notice or extending it by agreement.] **[DN: both parts of this clause are optional. Note that if a secondment is reviewed, care should be taken not to act in a way which constitutes unjustifiable discrimination, e.g. it may be discriminatory to end a secondment because the secondee is on maternity leave.]**

6. Performance Management; performance-related pay

6.1. During the secondment the Employer will continue to conduct performance reviews of the Secondee in accordance with its procedures. **[If the Department is liable to reimburse the Employer for any performance-related pay, consider including a mechanism for keeping this under control – see note to alternative clause 5.1 above.]**

6.2. The Department will provide the Employer with appropriate input for these purposes as required.

6.3. The Department will assist the Employer as appropriate with any post-secondment performance review which includes work done during the secondment.

6.4. During the secondment the Employer will continue to make decisions about any performance-related pay in accordance with its procedures.

6.5. For the avoidance of doubt, the Secondee will not be paid any performance-related pay awarded by the Department to its own employees.

7. Expenses and training

7.1. Any travel, subsistence or other expenses wholly, exclusively and necessarily incurred by the Secondee in the course of the secondment and in connection with the secondment will be reimbursed by the Department in accordance with its rules and policies provided such expenses are evidenced in such manner as the Department may specify from time to time.

7.2. The Department will allow, in consultation with the Employer, reasonable absence from the Secondee to attend such training courses and other meetings at the Employer's offices as are normally appropriate for a staff member of their level and experience provided that reasonable notice of such training courses and/or meetings is given to the Department. Any such training courses and any related travel expenses will be paid for by the Employer and are not recoverable from the Department.

7.3. Where the Department requires the Secondee to attend training, the Department will meet the costs of such training including the course fees and reasonable travel and subsistence expenses in accordance with its policies.

8. Health and safety

8.1. During the secondment the Department will be responsible for the Secondees health & safety insofar as this is within the Department's control. The Department will ensure that the Secondee is only required to work for it for such periods and at such times as are permitted by the Working Time Regulations 1998.

9. Leave and associated pay

9.1. During the secondment the Secondee will continue to be entitled to holiday, sickness absence and other leave (and any associated pay) as provided for in his/her terms and conditions of employment with the Employer. At the beginning and end of the secondment any accrued annual leave will be transferred with the secondee.

9.2. The Secondee must book leave with and report any sickness or other absence to **[insert details. In some cases it may be appropriate for the Secondee to report to his Departmental reporting manager <u>and</u> to his Employer]**.

9.3. **In the event the secondee takes maternity/paternity [DN: delete as appropriate] or adoption leave and:**

Secondment has not ended prior to return, the Department will consent to continue with the secondment and the individual has the opportunity to return to the department to complete the remainder of the secondment period.

Secondment ends during the period of leave, the Department consents to the individual continuing on the agreed secondment terms (if any additional terms were granted) until the secondment period would have finished, had the employee not taken leave. At that point, even if the period of leave has not expired they will return to the employer and move back onto the terms in place prior to the secondment.

[DN: The department and the employer are not obligated to extend the secondment but if all parties agree to this due to strong business justification for doing so then this approach may be taken, however it is important to note that secondments which are recruited to as an exception to the commissioners principles are limited to two years.]

10. Standards

10.1. During the secondment the Secondee will observe the provisions of the Civil Service Code (attached), the Official Secrets Acts, and all the Department's rules, policies and procedures relating to conduct and standards, including confidentiality and security, unless the Employer's rules, policies or procedures require a higher standard, in which case the Secondee will observe that higher standard in addition. This will also apply after the secondment has ended, in relation to any continuing obligations (including confidentiality and the Business Appointment Rules).

10.2. In the event of any breach of this clause the Department will inform the Employer, and may terminate the secondment early as set out in the termination clause in this agreement.

10.3. The Secondees attention is particularly drawn to the following Departmental policies which are attached to this agreement:

10.3.1. **[Insert list, including e.g. confidentiality, Official Secrets, non-dealing rules, security, the Business Appointment Rules, political activities, conflicts of interest, declaration of interests, hospitality, etc.]**

10.4. The Secondee should note that the Business Appointment Rules (which form part of the Civil Service Management Code) may place restrictions on the work which he/she is able to carry out after the secondment comes to an end.

10.5. The Department will not require the Secondee to disclose or use any information which is confidential to the Employer. Any information the department does acquire as a result of the secondment will be kept confidential.

10.6. The Employer will not at any time require the Secondee to disclose or use any information which is confidential to the Department, and will at all times keep confidential any confidential information it acquires as a result of the secondment.

10.7. If an actual or potential conflict of interests arises during the secondment, any party which becomes aware of the conflict will notify the other parties in writing as soon as possible, and all the parties will attempt to manage the conflict appropriately. If this is not possible the secondment must be terminated in accordance with the termination clause in this agreement.

11. Discipline and grievances

11.1. The Secondee will continue to be subject to the disciplinary and grievance procedures of the Employer during the secondment. The Department will co-operate with the Employer in such matters, including by providing any necessary information as required.

11.2. The Department and the Employer will notify each other promptly if they become aware of any disciplinary issue or grievance.

12. Policies and procedures

12.1. Except as otherwise provided in this agreement, the Secondee will continue to be subject to the Employer's policies and procedures during the secondment.

13. Duty of care

13.1. The Employer retains responsibility for the duty of care during the secondment.

Or [Delete as appropriate]

The Department has the duty of care during the secondment.

[DN: The responsibility for duty of care must be mutually agreed]

14. Data protection

14.1. By signing this agreement the Secondee agrees to appropriate information and personal data (as defined in the Data Protection Act 1998 as amended from time to time) about him/her being passed between the Employer and the Department and the Department holding, processing and accessing such information and personal data both manually and by electronic means for legal, personnel, employment, managerial, administrative and similar purposes and to comply with legal requirements and central guidance.

14.2. For the purposes of this clause references to "personal data" include "sensitive personal data" as defined by the Data Protection Act (as amended from time to time). Sensitive personal data that may be held by the Employer and may be transferred to the Department where necessary will include information about: the Secondee's physical or mental condition, the commission or alleged commission of any offence; any proceedings for an offence committed or alleged to have been committed by the Secondee, including the outcome or sentence in such proceedings; and racial or ethnic origin or religious or similar beliefs (for the purposes of equal opportunities monitoring).

14.3. Such information will be held securely. Further details about data protection can be found in the Department's Staff Handbook. **[DN: check and if necessary amend this clause to ensure that it matches the Department's data protection policy. Departments should also note that processing of sensitive personal data may require more specific consent from the employee.]**

14.4. In the interests of open government and public access to information, the Department may need to disclose details of officials who are on secondment to it from non-Civil Service organisations, including the Secondee's name, the name and address of the Employer, the nature of the work done and the sums paid to the Employer by the Department. This could be made necessary or desirable by legislation, Parliamentary questions, and requests for information under the Freedom of Information Act, or by central guidance or departmental policy on disclosure. The Employer and the Secondee consent to such disclosure. In deciding what disclosure should be made, the Department will take account of its obligations under the Data Protection Act 1998.

15. Early termination

15.1. Either the Employer or the Department may terminate the secondment for any reason by giving [insert a suitable period, e.g. one month] notice in writing to the other two parties.

15.2. The Department may terminate the secondment with immediate effect without notice (or payment in lieu of notice):

15.2.1. On termination of the Secondee's employment with the Employer;

15.2.2. If the Employer is guilty is of any serious or repeated breach of the terms of this agreement; or

15.2.3. If the Employer becomes bankrupt or makes any arrangement or composition with or for the benefit of its creditors.

15.3. The Department may also terminate the secondment on grounds of:

15.3.1. serious misconduct by the Secondee or any other conduct which affects or is likely to affect or prejudice the interests of the Department or is otherwise unsuitable for the work of the Department;

15.3.2. Where the Secondee is unable to properly perform his/her duties by reason of ill health, accident or otherwise for a period or periods aggregating at least [x] working days,

by written notice to the Employer with immediate effect.

15.4. Either the Employer or the Department may terminate the secondment if a conflict of interests arises which cannot be appropriately managed, by written notice to the other with immediate effect.

15.5. [If there is a review of the secondment under sub-clause **[insert number of sub-clause above dealing with long-term absence]** and the Department considers it reasonable to end the secondment early, the Department may terminate the secondment by written notice to the Employer with immediate effect.]

16. Information and monitoring of leave

16.1. The Employer/Department **[delete as appropriate]** will monitor annual leave, sick absence and other leave. The Employer and the Department will each provide the other with any information the other needs in order to manage the Secondee, both during the secondment and after it ends. **[DN: It may be appropriate to make provision here for the party that does the monitoring to provide regular reports to the other party about leave and other management matters.]**

16.2. The Secondee must notify the Department if his/her home address changes during the secondment.

17. Ethical considerations

17.1. This clause will apply during the secondment and **for [insert suitable period, on which legal advice should be taken]** months after its termination.

17.2. The Department will not induce (or attempt to induce) the Secondee to leave the Employer or take up employment with the Department.

17.3. Neither the Employer nor the Secondee will induce (or attempt to induce) any of the Department's staff with whom the Secondee has worked to leave the Department or take up employment with the Employer.

17.4. This clause will not prevent either the Department or the Employer from running general recruitment campaigns or from offering employment to an individual who responds to such a campaign.

18. Return of property

18.1. At the end of the secondment or at any time on request, the Secondee and the Employer will return all property supplied by the Department and all documents (including copies) which the Secondee has produced, received or obtained in connection with the secondment, and will irretrievably delete any electronic copies thereof. The Employer and Secondee will confirm in writing and produce such evidence as is reasonable to prove compliance with these obligations.

19. Intellectual property

19.1. All Intellectual Property Rights in the output from the Contract shall vest in the Individual who shall grant to the Host department a non-exclusive, unlimited, irrevocable licence to use and exploit the same.

19.2. Subject to this Clause and save as expressly granted elsewhere under the Contract, the Host department shall not acquire any right, title or interest in or to the Intellectual Property Rights of the Individual or its licensors and the Individual shall not acquire any right, title or interest in or to the Intellectual Property Rights of the Host department or its licensors.

19.3. The Individual shall on demand fully indemnify and keep fully indemnified and hold the Host department and the Crown harmless from and against all actions, suits, claims, demands, losses, charges, damages, costs and expenses and other liabilities which the Host department and or the Crown may suffer or incur as a result of any claim that the performance by the Individual of the Contract infringes or allegedly infringes a third party's Intellectual Property Rights (any such claim being a "Claim").

19.4. If a Claim arises, the Host department shall notify the Individual in writing of the Claim and the Host department shall not make any admissions which may be prejudicial to the defence or settlement of the Claim. The Individual shall at its own expense conduct all negotiations and any litigation arising in connection with the Claim provided always that the Individual:

19.4.1. shall consult the Host department on all substantive issues which arise during the conduct of such litigation and negotiations;

19.4.2. shall take due and proper account of the interests of the Host department;

19.4.3. shall consider and defend the Claim diligently using competent counsel and in such a way as not to bring the reputation of the Host department into disrepute; and

19.4.4. shall not settle or compromise the Claim without the prior written approval of the Host department (not to be unreasonably withheld or delayed).

19.5. The Individual shall have no rights to use any of the Host department’s names, logos or trademarks without the prior written approval of the Host department.

[DN: if the Secondee is likely to produce any valuable/significant IP, departmental legal advice should be sought on whether this clause should be expanded].

20. Assignment

20.1. This agreement may not be assigned by any party to the agreement without the agreement of the other two parties.

21. Governing law and jurisdiction

21.1. This agreement is governed by and will be construed in accordance with the law of England.

21.2. The parties irrevocably agree that the Courts of England and Wales will have exclusive jurisdiction in relation to any dispute or difference arising out of or in connection with this agreement or its subject-matter or formation (including non-contractual disputes or claims).

22. Variation

22.1. The terms of this agreement may only be varied by agreement in writing between the Employer and the Department.

23. Third Party Rights

23.1. A person who is not a party to this agreement may not enforce any of its terms under the Contract (Rights of Third Parties) Act 1999.

24. Notices

24.1. Any notice given under this agreement shall be in writing and signed by or on behalf of the party giving it and shall be served by delivering it personally, or sending it by pre-paid recorded delivery or registered post to the relevant party at its registered office for the time being [or by sending it by fax to the fax number notified by the relevant party to the other party]. Any such notice shall be deemed to have been received:

24.1.1. if delivered personally, at the time of delivery; [and]

24.1.2. in the case of pre-paid recorded delivery or registered post, [48] hours from the date of posting[; and

24.1.3. in the case of fax, at the time of transmission].

24.2. In proving such service it shall be sufficient to prove that the envelope containing such notice was addressed to the address of the relevant party and delivered either to that address or into the custody of the postal authorities as a pre-paid recorded delivery or registered post [or that the notice was transmitted by fax to the fax number of the relevant party].

25. Indemnity

25.1. The Host shall indemnify the Employer fully and keep the Employer indemnified fully at all times against any loss, injury, damage or costs suffered, sustained or incurred by:

25.1.1. the Secondee in relation to any loss, injury, damage or costs arising out of any act or omission by the Host or its employees or agents [during the Secondment Period]; or

25.1.2. a third party, in relation to any loss, injury, damage or costs arising out of any act or omission of the Secondee [during the Secondment Period OR in the course of carrying out the Services].

25.2. The Employer shall indemnify the Host fully and keep the Host indemnified fully at all times against any claim or demand by the Secondee arising out of their employment by the Employer or its termination during the Secondment Period (except for any claim relating to any act or omission of the host or its employees or agents).]

26. ENTIRE AGREEMENT

26.1. This agreement [together with any documents referred to in it] constitute[s] the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to the Secondment.

26.2. Each party acknowledges that in entering into this agreement it does not rely on, and shall have no remedies in respect of,] any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement.

26.3. The only remedy available to either party for breach of this agreement shall be for breach of contract under the terms of this agreement.

26.4. Each party agrees that it shall have no claim for innocent or negligent misrepresentation [or negligent misstatement] based on any statement in this agreement.

26.5. Nothing in this agreement shall limit or exclude any liability for fraud.

[DN departments: you may also wish to consider with your legal advisers whether to include additional clauses dealing with service of notices, third party rights and non-waiver of remedies, an "entire agreement" clause and an interpretation clause. Although rarely used you may wish to consider these in relation to your particular business need.]

Signed by:	**On behalf of:**	**Date:**
[insert name of signatory]	**[insert department name]**	
[insert name of signatory]	**[insert name of employer]**	
[insert name of signatory]	**Secondee**	

This Agreement is made between:

I. **[Insert name of non-Civil Service (external) organisation]** of [**insert address]** ("the Host")

II. the Department of [**insert Civil Service Department name]** ("the Department")

III. **[insert name of Civil Service employee]** ("the Secondee").

Joint Schedule 2 (Variation Form)

This form is to be used in order to change a contract in accordance with Clause 24 (Changing the Contract)

Contract Details		
This variation is between:	**[delete** as applicable: CCS / Buyer**]** ("**CCS**" "**the Buyer"**) And **[insert** name of Supplier**]** (**"the Supplier"**)	
Contract name:	**[insert** name of contract to be changed] **("the Contract")**	
Contract reference number:	**[insert** contract reference number]	
Details of Proposed Variation		
Variation initiated by:	**[delete** as applicable: CCS/Buyer/Supplier]	
Variation number:	**[insert** variation number]	
Date variation is raised:	**[insert** date]	
Proposed variation		
Reason for the variation:	**[insert** reason]	
An Impact Assessment shall be provided within:	**[insert** number] days	
Impact of Variation		
Likely impact of the proposed variation:	**[Supplier to insert** assessment of impact]	
Outcome of Variation		
Contract variation:	This Contract detailed above is varied as follows: • **[CCS/Buyer to insert** original Clauses or Paragraphs to be varied and the changed clause]	
Financial variation:	Original Contract Value:	£ **[insert** amount]
	Additional cost due to variation:	£ **[insert** amount]
	New Contract value:	£ **[insert** amount]

1. This Variation must be agreed and signed by both Parties to the Contract and shall only be effective from the date it is signed by **[delete** as applicable: CCS / Buyer**]**

2. Words and expressions in this Variation shall have the meanings given to them in the Contract.

3. The Contract, including any previous Variations, shall remain effective and unaltered except as amended by this Variation.

Signed by an authorised signatory for and on behalf of the **[delete** as applicable: CCS / Buyer**]**

Signature ....

Date ....

Name (in Capitals) ....

Address ....

....

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

Signature ....

Date ....

Name (in Capitals) ....

Address ....

Joint Schedule 3 (Insurance Requirements)

1. The insurance you need to have

1.1 The Supplier shall take out and maintain, or procure the taking out and maintenance of the insurances as set out in the Annex to this Schedule, any additional insurances required under a Call-Off Contract (specified in the applicable Order Form) ("**Additional Insurances**") 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:

1.1.1 the Framework Start Date in respect of those Insurances set out in the Annex to this Schedule and those required by applicable Law; and

1.1.2 the Call-Off Contract Effective Date in respect of the Additional Insurances.

1.2 The Insurances shall be:

1.2.1 maintained in accordance with Good Industry Practice;

1.2.2 (so far as is reasonably practicable) on terms no less favourable than those generally available to a prudent contractor in respect of risks insured in the international insurance market from time to time;

1.2.3 taken out and maintained with insurers of good financial standing and good repute in the international insurance market; and

1.2.4 maintained for at least six (6) years after the End Date.

1.3 The Supplier shall ensure that the public and products liability policy contain an indemnity to principals clause under which the Relevant Authority shall be indemnified in respect of claims made against the Relevant Authority in respect of death or bodily injury or third party property damage arising out of or in connection with the Deliverables and for which the Supplier is legally liable.

1.4 The terms of any insurance or the amount of cover shall not relieve the Supplier of any liabilities arising under the Contract.

2. How to manage the insurance

2.1 Without limiting the other provisions of this Contract, the Supplier shall:

2.1.1 take or procure the taking of all reasonable risk management and risk control measures in relation to Deliverables as it would be reasonable to expect of a prudent contractor acting in accordance with Good Industry Practice, including the investigation and reports of relevant claims to insurers;

2.1.2 promptly notify the insurers in writing of any relevant material fact under any Insurances of which the Supplier is or becomes aware; and

2.1.3 hold all policies in respect of the Insurances and cause any insurance broker effecting the Insurances to hold any insurance slips and other evidence of placing cover representing any of the Insurances to which it is a party.

3. What happens if you aren't insured

3.1 The Supplier shall not take any action or fail to take any action or (insofar as is reasonably within its power) permit anything to occur in relation to it which would entitle any insurer to refuse to pay any claim under any of the Insurances.

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

4. Evidence of insurance you must provide

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

5. Making sure you are insured to the required amount

5.1 The Supplier shall ensure that any Insurances which are stated to have a minimum limit "in the aggregate" are maintained at all times for the minimum limit of indemnity specified in this Contract and if any claims are made which do not relate to this Contract then the Supplier shall notify the Relevant Authority and provide details of its proposed solution for maintaining the minimum limit of indemnity.

6. Cancelled Insurance

6.1 The Supplier shall notify the Relevant Authority in writing at least five (5) Working Days prior to the cancellation, suspension, termination or non-renewal of any of the Insurances.

6.2 The Supplier shall ensure that nothing is done which would entitle the relevant insurer to cancel, rescind or suspend any insurance or cover, or to treat any insurance, cover or claim as voided in whole or part. The Supplier shall use all reasonable endeavours to notify the Relevant Authority (subject to third party confidentiality obligations) as soon as practicable when it becomes aware of any relevant fact, circumstance or matter which has caused, or is reasonably likely to provide grounds to, the relevant insurer to give notice to cancel, rescind, suspend or void any insurance, or any cover or claim under any insurance in whole or in part.

7. Insurance claims

7.1 The Supplier shall promptly notify to insurers any matter arising from, or in relation to, the Deliverables, or each Contract for which it may be entitled to claim under any of the Insurances. In the event that the Relevant Authority receives a claim relating to or arising out of a Contract or the Deliverables, the Supplier shall co-operate with the Relevant Authority and assist it in dealing with such claims including without limitation providing information and documentation in a timely manner.

7.2 Except where the Relevant Authority is the claimant party, the Supplier shall give the Relevant Authority notice within twenty (20) Working Days after any insurance claim in excess of 10% of the sum required to be insured pursuant to Paragraph 5.1 relating to or arising out of the provision of the Deliverables or this Contract on any of the Insurances or which, but for the application of the applicable policy excess, would be made on any of the Insurances and (if required by the Relevant Authority) full details of the incident giving rise to the claim.

7.3 Where any Insurance requires payment of a premium, the Supplier shall be liable for and shall promptly pay such premium.

7.4 Where any Insurance is subject to an excess or deductible below which the indemnity from insurers is excluded, the Supplier shall be liable for such excess or deductible. The Supplier shall not be entitled to recover from the Relevant Authority any sum paid by way of excess or deductible under the Insurances whether under the terms of this Contract or otherwise.

ANNEX: REQUIRED INSURANCES

1. The Supplier shall hold the following standard insurance cover from the Framework Start Date in accordance with this Schedule:

1.1 professional indemnity insurance with cover (for a single event or a series of related events and in the aggregate) of not less than

(a) Lot 1: ten million pounds (£10,000,000);

(b) Lot 2: one hundred million pounds sterling (£100,000,000);

1.2 public liability insurance with cover (for a single event or a series of related events and in the aggregate) of not less than ten million pounds (£10,000,000); and

1.3 employers' liability insurance with cover (for a single event or a series of related events and in the aggregate) of not less than ten million pounds (£10,000,000).

Joint Schedule 10 (Rectification Plan)

Request for [Revised] Rectification Plan			
Details of the Default:	[Guidance: Explain the Default, with clear schedule and clause references as appropriate]		
Deadline for receiving the [Revised] Rectification Plan:	[add date (minimum 10 days from request)]		
Signed by [CCS/Buyer] :		Date:	
Supplier [Revised] Rectification Plan			
Cause of the Default	[add cause]		
Anticipated impact assessment:	[add impact]		
Actual effect of Default:	[add effect]		
Steps to be taken to rectification:	**Steps**	**Timescale**	
	1.	[date]	
	2.	[date]	
	3.	[date]	
	4.	[date]	
	[…]	[date]	
Timescale for complete Rectification of Default	[X] Working Days		
Steps taken to prevent recurrence of Default	**Steps**	**Timescale**	
	1.	[date]	
	2.	[date]	
	3.	[date]	
	4.	[date]	
	[…]	[date]	

Signed by the Supplier:		Date:	
Review of Rectification Plan [CCS/Buyer]			
Outcome of review	[Plan Accepted] [Plan Rejected] [Revised Plan Requested]		
Reasons for Rejection (if applicable)	[**add** reasons]		
Signed by [CCS/Buyer]		Date:	

Joint Schedule 11 (Processing Data)

Definitions

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

"Processor Personnel"	all directors, officers, employees, agents, consultants and suppliers of the Processor and/or of any Subprocessor engaged in the performance of its obligations under a Contract;

Status of the Controller

2. The Parties acknowledge that for the purposes of the Data Protection Legislation, the nature of the activity carried out by each of them in relation to their respective obligations under a Contract dictates the status of each party under the DPA 2018. A Party may act as:

(a) "Controller" in respect of the other Party who is "Processor";

(b) "Processor" in respect of the other Party who is "Controller";

(c) "Joint Controller" with the other Party;

(d) "Independent Controller" of the Personal Data where the other Party is also "Controller",

in respect of certain Personal Data under a Contract and shall specify in Annex 1 *(Processing Personal Data)* which scenario they think shall apply in each situation.

Where one Party is Controller and the other Party its Processor

3. Where a Party is a Processor, the only Processing that it is authorised to do is listed in Annex 1 *(Processing Personal Data*) by the Controller.

4. The Processor shall notify the Controller immediately if it considers that any of the Controller's instructions infringe the Data Protection Legislation.

5. The Processor shall provide all reasonable assistance to the Controller in the preparation of any Data Protection Impact Assessment prior to commencing any Processing. Such assistance may, at the discretion of the Controller, include:

(a) a systematic description of the envisaged Processing and the purpose of the Processing;

(b) an assessment of the necessity and proportionality of the Processing in relation to the Deliverables;

(c) an assessment of the risks to the rights and freedoms of Data Subjects; and

(d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.

6. The Processor shall, in relation to any Personal Data Processed in connection with its obligations under the Contract:

(a) Process that Personal Data only in accordance with Annex 1 *(Processing Personal Data*), unless the Processor is required to do otherwise by Law. If it is so required the Processor shall notify the Controller before Processing the Personal Data unless prohibited by Law;

(b) ensure that it has in place Protective Measures, including in the case of the Supplier the measures set out in Clause 14.3 of the Core Terms, which the Controller may reasonably reject (but failure to reject shall not amount to approval by the Controller of the adequacy of the Protective Measures) having taken account of the:

(i) nature of the data to be protected;

(ii) harm that might result from a Personal Data Breach;

(iii) state of technological development; and

(iv) cost of implementing any measures;

(c) ensure that :

(i) the Processor Personnel do not Process Personal Data except in accordance with the Contract (and in particular Annex 1 *(Processing Personal Data*));

(ii) it takes all reasonable steps to ensure the reliability and integrity of any Processor Personnel who have access to the Personal Data and ensure that they:

(A) are aware of and comply with the Processor's duties under this Joint Schedule 11, Clauses 14 (*Data protection*), 15 (*What you must keep confidential*) and 16 (*When you can share information*) of the Core Terms;

(B) are subject to appropriate confidentiality undertakings with the Processor or any Subprocessor;

(C) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Controller or as otherwise permitted by the Contract; and

(D) have undergone adequate training in the use, care, protection and handling of Personal Data;

(d) not transfer Personal Data outside of the EU unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:

(i) the Controller or the Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with

UK GDPR Article 46 or LED Article 37) as determined by the Controller;

(ii) the Data Subject has enforceable rights and effective legal remedies;

(iii) the Processor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Controller in meeting its obligations); and

(iv) the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the Processing of the Personal Data; and

(e) at the written direction of the Controller, delete or return Personal Data (and any copies of it) to the Controller on termination of the Contract unless the Processor is required by Law to retain the Personal Data.

7. Subject to paragraph 8 of this Joint Schedule 11, the Processor shall notify the Controller immediately if in relation to it Processing Personal Data under or in connection with the Contract it:

(a) receives a Data Subject Access Request (or purported Data Subject Access Request);

(b) receives a request to rectify, block or erase any Personal Data;

(c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;

(d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data Processed under the Contract;

(e) receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or

(f) becomes aware of a Personal Data Breach.

8. The Processor’s obligation to notify under paragraph 7 of this Joint Schedule 11 shall include the provision of further information to the Controller, as details become available.

9. Taking into account the nature of the Processing, the Processor shall provide the Controller with assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under paragraph 7 of this Joint Schedule 11 (and insofar as possible within the timescales reasonably required by the Controller) including by immediately providing:

(a) the Controller with full details and copies of the complaint, communication or request;

(b) such assistance as is reasonably requested by the Controller to enable it to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;

(c) the Controller, at its request, with any Personal Data it holds in relation to a Data Subject;

(d) assistance as requested by the Controller following any Personal Data Breach; and/or

(e) assistance as requested by the Controller with respect to any request from the Information Commissioner's Office, or any consultation by the Controller with the Information Commissioner's Office.

10. The Processor shall maintain complete and accurate records and information to demonstrate its compliance with this Joint Schedule 11. This requirement does not apply where the Processor employs fewer than 250 staff, unless:

(a) the Controller determines that the Processing is not occasional;

(b) the Controller determines the Processing includes special categories of data as referred to in Article 9(1) of the UK GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the UK GDPR; or

(c) the Controller determines that the Processing is likely to result in a risk to the rights and freedoms of Data Subjects.

11. The Processor shall allow for audits of its Data Processing activity by the Controller or the Controller's designated auditor.

12. The Parties shall designate a Data Protection Officer if required by the Data Protection Legislation.

13. Before allowing any Subprocessor to Process any Personal Data related to the Contract, the Processor must:

(a) notify the Controller in writing of the intended Subprocessor and Processing;

(b) obtain the written consent of the Controller;

(c) enter into a written agreement with the Subprocessor which give effect to the terms set out in this Joint Schedule 11 such that they apply to the Subprocessor; and

(d) provide the Controller with such information regarding the Subprocessor as the Controller may reasonably require.

14. The Processor shall remain fully liable for all acts or omissions of any of its Subprocessors.

15. The Relevant Authority may, at any time on not less than thirty (30) Working Days' notice, revise this Joint Schedule 11 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to the Contract).

16. The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Relevant Authority may on not less than thirty (30) Working Days' notice to the Supplier amend the Contract to ensure that it complies with any guidance issued by the Information Commissioner's Office.

Where the Parties are Joint Controllers of Personal Data

17. In the event that the Parties are Joint Controllers in respect of Personal Data under the Contract, the Parties shall implement paragraphs that are necessary to comply with UK GDPR Article 26 based on the terms set out in Annex 2 to this Joint Schedule 11.

Independent Controllers of Personal Data

18. With respect to Personal Data provided by one Party to another Party for which each Party acts as Controller but which is not under the Joint Control of the Parties, each Party undertakes to comply with the applicable Data Protection Legislation in respect of their Processing of such Personal Data as Controller.

19. Each Party shall Process the Personal Data in compliance with its obligations under the Data Protection Legislation and not do anything to cause the other Party to be in breach of it.

20. Where a Party has provided Personal Data to the other Party in accordance with paragraph 18 of this Joint Schedule 11 above, the recipient of the Personal Data will provide all such relevant documents and information relating to its data protection policies and procedures as the other Party may reasonably require.

21. The Parties shall be responsible for their own compliance with Articles 13 and 14 UK GDPR in respect of the Processing of Personal Data for the purposes of the Contract.

22. The Parties shall only provide Personal Data to each other:

(a) to the extent necessary to perform their respective obligations under the Contract;

(b) in compliance with the Data Protection Legislation (including by ensuring all required data privacy information has been given to affected Data Subjects to meet the requirements of Articles 13 and 14 of the UK GDPR); and

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

23. Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, each Party shall, with respect to its Processing of Personal Data as Independent Controller, implement and maintain appropriate technical and organisational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1)(a), (b), (c) and (d) of the UK GDPR, and the measures shall, at a minimum, comply with the

requirements of the Data Protection Legislation, including Article 32 of the UK GDPR.

24. A Party Processing Personal Data for the purposes of the Contract shall maintain a record of its Processing activities in accordance with Article 30 UK GDPR and shall make the record available to the other Party upon reasonable request.

25. Where a Party receives a request by any Data Subject to exercise any of their rights under the Data Protection Legislation in relation to the Personal Data provided to it by the other Party pursuant to the Contract **("Request Recipient")**:

(a) the other Party shall provide any information and/or assistance as reasonably requested by the Request Recipient to help it respond to the request or correspondence, at the cost of the Request Recipient; or

(b) where the request or correspondence is directed to the other Party and/or relates to that other Party's Processing of the Personal Data, the Request Recipient will:

(i) promptly, and in any event within five (5) Working Days of receipt of the request or correspondence, inform the other Party that it has received the same and shall forward such request or correspondence to the other Party; and

(ii) provide any information and/or assistance as reasonably requested by the other Party to help it respond to the request or correspondence in the timeframes specified by Data Protection Legislation.

26. Each Party shall promptly notify the other Party upon it becoming aware of any Personal Data Breach relating to Personal Data provided by the other Party pursuant to the Contract and shall:

(a) do all such things as reasonably necessary to assist the other Party in mitigating the effects of the Personal Data Breach;

(b) implement any measures necessary to restore the security of any compromised Personal Data;

(c) work with the other Party to make any required notifications to the Information Commissioner's Office and affected Data Subjects in accordance with the Data Protection Legislation (including the timeframes set out therein); and

(d) not do anything which may damage the reputation of the other Party or that Party's relationship with the relevant Data Subjects, save as required by Law.

27. Personal Data provided by one Party to the other Party may be used exclusively to exercise rights and obligations under the Contract as specified in Annex 1 *(Processing Personal Data).*

28. Personal Data shall not be retained or processed for longer than is necessary to perform each Party's respective obligations under the Contract which is specified in Annex 1 *(Processing Personal Data)*.

29. Notwithstanding the general application of paragraphs 2 to 16 of this Joint Schedule 11 to Personal Data, where the Supplier is required to exercise its regulatory and/or legal obligations in respect of Personal Data, it shall act as an Independent Controller of Personal Data in accordance with paragraphs 18 to 28 of this Joint Schedule 11.

Annex 1 - Processing Personal Data

This Annex shall be completed by the Controller, who may take account of the view of the Processors, however the final decision as to the content of this Annex shall be with the Relevant Authority at its absolute discretion.

1.1 The contact details of the Relevant Authority's Data Protection Officer are: dataprotection@beis.gov.uk
1.2 The contact details of the Supplier's Data Protection Officer are: []
1.3 The Processor shall comply with any further written instructions with respect to Processing by the Controller.
1.4 Any such further instructions shall be incorporated into this Annex.

Description	Details
Identity of Controller for each Category of Personal Data	**The Parties are Independent Controllers of Personal Data** The Parties acknowledge that they are Independent Controllers for the purposes of the Data Protection Legislation in respect of: ● Business contact details of Supplier Personnel for which the Supplier is the Controller, ● Business contact details of any directors, officers, employees, agents, consultants and contractors of Relevant Authority (excluding the Supplier Personnel) engaged in the performance of the Relevant Authority's duties under the Contract) for which the Relevant Authority is the Controller
Duration of the Processing	The duration of the contract.
Nature and purposes of the Processing	The nature of the Processing means any operation 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 of data (whether or not by automated means) etc.
Type of Personal Data	here include: name, address, date of birth, NI number, telephone number, pay, images, biometric data etc.

Categories of Data Subject	Examples include: Staff (including volunteers, agents, and temporary workers), customers/ clients, suppliers, patients, students / pupils, members of the public, users of a particular website etc
Plan for return and destruction of the data once the Processing is complete UNLESS requirement under Union or Member State law to preserve that type of data	At the end of the contract period, the Supplier shall return the MI from the contract period to the Buyer. The Supplier agrees to erase Personal Data from any computers, storage devices and storage media that are to be retained as soon as practicable after it has ceased to be necessary for them to retain such Personal Data under applicable Data Protection Legislation and their privacy policy (save to the extent (and for the limited period) that such information needs to be retained by the Party for statutory compliance purposes or as otherwise required by the Contract), and taking all further actions as may be necessary to ensure its compliance with Data Protection Legislation and its privacy policy.

Annex 2 - Joint Controller Agreement

1. Joint Controller Status and Allocation of Responsibilities

1.1 With respect to Personal Data under Joint Control of the Parties, the Parties envisage that they shall each be a Data Controller in respect of that Personal Data in accordance with the terms of this Annex 2 (Joint Controller Agreement) in replacement of paragraphs 3-16 of Joint Schedule 11 (Where one Party is Controller and the other Party is Processor) and paragraphs 18-28 of Joint Schedule 11 (Independent Controllers of Personal Data). Accordingly, the Parties each undertake to comply with the applicable Data Protection Legislation in respect of their Processing of such Personal Data as Data Controllers.

1.2 The Parties agree that the [Supplier/Relevant Authority]:

(a) is the exclusive point of contact for Data Subjects and is responsible for all steps necessary to comply with the UK GDPR regarding the exercise by Data Subjects of their rights under the UK GDPR;

(b) shall direct Data Subjects to its Data Protection Officer or suitable alternative in connection with the exercise of their rights as Data Subjects and for any enquiries concerning their Personal Data or privacy;

(c) is solely responsible for the Parties' compliance with all duties to provide information to Data Subjects under Articles 13 and 14 of the UK GDPR;

(d) is responsible for obtaining the informed consent of Data Subjects, in accordance with the UK GDPR, for Processing in connection with the Deliverables where consent is the relevant legal basis for that Processing; and

(e) shall make available to Data Subjects the essence of this Annex (and notify them of any changes to it) concerning the allocation of responsibilities as Joint Controller and its role as exclusive point of contact, the Parties having used their best endeavours to agree the terms of that essence. This must be outlined in the [Supplier's/Relevant Authority's] privacy policy (which must be readily available by hyperlink or otherwise on all of its public facing services and marketing).

1.3 Notwithstanding the terms of clause 1.2, the Parties acknowledge that a Data Subject has the right to exercise their legal rights under the Data Protection Legislation as against the relevant Party as Controller.

2. Undertakings of both Parties

2.1 The Supplier and the Relevant Authority each undertake that they shall:

(a) report to the other Party every [x] months on:

(i) the volume of Data Subject Access Request (or purported Data Subject Access Requests) from Data Subjects (or third parties on their behalf);

(ii) the volume of requests from Data Subjects (or third parties on their behalf) to rectify, block or erase any Personal Data;

(iii) any other requests, complaints or communications from Data Subjects (or third parties on their behalf) relating to the other Party's obligations under applicable Data Protection Legislation;

(iv) any communications from the Information Commissioner or any other regulatory authority in connection with Personal Data; and

(v) any requests from any third party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law,

that it has received in relation to the subject matter of the Contract during that period;

(b) notify each other immediately if it receives any request, complaint or communication made as referred to in Clauses 2.1(a)(i) to (v);

(c) provide the other Party with full cooperation and assistance in relation to any request, complaint or communication made as referred to in Clauses 2.1(a)(iii) to (v) to enable the other Party to comply with the relevant timescales set out in the Data Protection Legislation;

(d) not disclose or transfer the Personal Data to any third party unless necessary for the provision of the Deliverables and, for any disclosure or transfer of Personal Data to any third party, (save where such disclosure or transfer is specifically authorised under the Contract or is required by Law) ensure consent has been obtained from the Data Subject prior to disclosing or transferring the Personal Data to the third party. For the avoidance of doubt, the third party to which Personal Data is transferred must be subject to equivalent obligations which are no less onerous than those set out in this Annex;

(e) request from the Data Subject only the minimum information necessary to provide the Deliverables and treat such extracted information as Confidential Information;

(f) ensure that at all times it has in place appropriate Protective Measures to guard against unauthorised or unlawful Processing of the Personal Data and/or accidental loss, destruction or damage to the Personal Data and unauthorised or unlawful disclosure of or access to the Personal Data;

(g) take all reasonable steps to ensure the reliability and integrity of any of its Personnel who have access to the Personal Data and ensure that its Personnel:

(i) are aware of and comply with their duties under this Annex 2 (Joint Controller Agreement) and those in respect of Confidential Information;

(ii) are informed of the confidential nature of the Personal Data, are subject to appropriate obligations of confidentiality and do not publish, disclose or divulge any of the Personal Data to any third party where the that Party would not be permitted to do so; and

(iii) have undergone adequate training in the use, care, protection and handling of personal data as required by the applicable Data Protection Legislation;

(h) ensure that it has in place Protective Measures as appropriate to protect against a Personal Data Breach having taken account of the:

(i) nature of the data to be protected;

(ii) harm that might result from a Personal Data Breach;

(iii) state of technological development; and

(iv) cost of implementing any measures;

(i) ensure that it has the capability (whether technological or otherwise), to the extent required by Data Protection Legislation, to provide or correct or delete at the request of a Data Subject all the Personal Data relating to that Data Subject that it holds; and

(j) ensure that it notifies the other Party as soon as it becomes aware of a Personal Data Breach.

2.2 Each Joint Controller shall use its reasonable endeavours to assist the other Controller to comply with any obligations under applicable Data Protection Legislation and shall not perform its obligations under this Annex in such a way as to cause the other Joint Controller to breach any of its obligations under applicable Data Protection Legislation to the extent it is aware, or ought reasonably to have been aware, that the same would be a breach of such obligations.

3. **Data Protection Breach**

3.1 Without prejudice to clause 3.2, each Party shall notify the other Party promptly and without undue delay, and in any event within 48 hours, upon becoming aware of any Personal Data Breach or circumstances that are likely to give rise to a Personal Data Breach, providing the other Party and its advisors with:

(a) sufficient information and in a timescale which allows the other Party to meet any obligations to report a Personal Data Breach under the Data Protection Legislation; and

(b) all reasonable assistance, including:

(i) co-operation with the other Party and the Information Commissioner investigating the Personal Data Breach and its cause, containing and recovering the compromised Personal Data and compliance with the applicable guidance;

(ii) co-operation with the other Party including taking such reasonable steps as are directed by the other Party to assist in the investigation, mitigation and remediation of a Personal Data Breach;

(iii) co-ordination with the other Party regarding the management of public relations and public statements relating to the Personal Data Breach; and/or

(iv) providing the other Party and to the extent instructed by the other Party to do so, and/or the Information Commissioner investigating the Personal Data Breach, with complete information relating to the Personal Data Breach, including, without limitation, the information set out in Clause 3.2.

3.2 Each Party shall take all steps to restore, re-constitute and/or reconstruct any Personal Data where it has lost, damaged, destroyed, altered or corrupted as a result of a Personal Data Breach as it was that Party's own data at its own cost with all possible speed and shall provide the other Party with all reasonable assistance in respect of any such Personal Data Breach, including providing the other Party, as soon as possible and within 48 hours of the Personal Data Breach relating to the Personal Data Breach, in particular:

(a) the nature of the Personal Data Breach;

(b) the nature of Personal Data affected;

(c) the categories and number of Data Subjects concerned;

(d) the name and contact details of the Supplier's Data Protection Officer or other relevant contact from whom more information may be obtained;

(e) measures taken or proposed to be taken to address the Personal Data Breach; and

(f) describe the likely consequences of the Personal Data Breach.

4. Audit

4.1 The Supplier shall permit:

(a) the Relevant Authority, or a third-party auditor acting under the Relevant Authority's direction, to conduct, at the Relevant Authority's cost, data privacy and security audits, assessments and inspections concerning the Supplier's data security and privacy procedures relating to Personal Data, its compliance with this Annex 2 and the Data Protection Legislation; and/or

(b) the Relevant Authority, or a third-party auditor acting under the Relevant Authority's direction, access to premises at which the Personal Data is accessible or at which it is able to inspect any relevant records, including the record maintained under Article 30 UK GDPR by the Supplier so far as relevant to the Contract, and procedures, including premises under the control of any third party appointed by the Supplier to assist in the provision of the Deliverables.

4.2 The Relevant Authority may, in its sole discretion, require the Supplier to provide evidence of the Supplier's compliance with Clause 4.1 in lieu of conducting such an audit, assessment or inspection.

5. **Impact Assessments**

5.1 The Parties shall:

(a) provide all reasonable assistance to each other to prepare any Data Protection Impact Assessment as may be required (including provision of detailed information and assessments in relation to Processing operations, risks and measures); and

(b) maintain full and complete records of all Processing carried out in respect of the Personal Data in connection with the Contract, in accordance with the terms of Article 30 UK GDPR.

6. **ICO Guidance**

The Parties agree to take account of any guidance issued by the Information Commissioner and/or any relevant Central Government Body. The Relevant Authority may on not less than thirty (30) Working Days' notice to the Supplier amend the Contract to ensure that it complies with any guidance issued by the Information Commissioner and/or any relevant Central Government Body.

7. **Liabilities for Data Protection Breach**

7.1 If financial penalties are imposed by the Information Commissioner on either the Relevant Authority or the Supplier for a Personal Data Breach ("**Financial Penalties**") then the following shall occur:

(a) if in the view of the Information Commissioner, the Relevant Authority is responsible for the Personal Data Breach, in that it is caused as a result of the actions or inaction of the Relevant Authority, its employees, agents, contractors (other than the Supplier) or systems and procedures controlled by the Relevant Authority, then the Relevant Authority shall be responsible for the payment of such Financial Penalties. In this case, the Relevant Authority will conduct an internal audit and engage at its reasonable cost when necessary, an independent third party to conduct an audit of any such Personal Data Breach. The Supplier shall provide to the Relevant Authority and its third party investigators and auditors, on request and at the Supplier's reasonable cost, full cooperation and access to conduct a thorough audit of such Personal Data Breach;

(b) if in the view of the Information Commissioner, the Supplier is responsible for the Personal Data Breach, in that it is not a Personal Data Breach that the Relevant Authority is responsible for, then the Supplier shall be responsible for the payment of these Financial Penalties. The Supplier will provide to the Relevant Authority and its auditors, on request and at the Supplier’s sole cost, full cooperation and access to conduct a thorough audit of such Personal Data Breach; or

(c) if no view as to responsibility is expressed by the Information Commissioner, then the Relevant Authority and the Supplier shall work together to investigate the relevant Personal Data Breach and allocate responsibility for any Financial Penalties as outlined above, or by agreement to split any financial penalties equally if no responsibility for the Personal Data Breach can be apportioned. In the event that the Parties do not agree such apportionment then such Dispute shall be referred to the Dispute Resolution Procedure set out in Clause 34 of the Core Terms (Resolving disputes).

7.2 If either the Relevant Authority or the Supplier is the defendant in a legal claim brought before a court of competent jurisdiction (“Court”) by a third party in respect of a Personal Data Breach, then unless the Parties otherwise agree, the Party that is determined by the final decision of the court to be responsible for the Personal Data Breach shall be liable for the losses arising from such Personal Data Breach. Where both Parties are liable, the liability will be apportioned between the Parties in accordance with the decision of the Court.

7.3 In respect of any losses, cost claims or expenses incurred by either Party as a result of a Personal Data Breach (the “Claim Losses”):

(a) if the Relevant Authority is responsible for the relevant Personal Data Breach, then the Relevant Authority shall be responsible for the Claim Losses;

(b) if the Supplier is responsible for the relevant Personal Data Breach, then the Supplier shall be responsible for the Claim Losses: and

(c) if responsibility for the relevant Personal Data Breach is unclear, then the Relevant Authority and the Supplier shall be responsible for the Claim Losses equally.

7.4 Nothing in either clause 7.2 or clause 7.3 shall preclude the Relevant Authority and the Supplier reaching any other agreement, including by way of compromise with a third party complainant or claimant, as to the apportionment of financial responsibility for any Claim Losses as a result of a Personal Data Breach, having regard to all the circumstances of the Personal Data Breach and the legal and financial obligations of the Relevant Authority.

8. **Termination**

If the Supplier is in material Default under any of its obligations under this Annex 2 (*Joint Controller Agreement*), the Relevant Authority shall be entitled to terminate the Contract by issuing a Termination Notice to the Supplier in accordance with Clause 10 of the Core Terms (*Ending the contract*).

9. **Sub-Processing**

9.1 In respect of any Processing of Personal Data performed by a third party on behalf of a Party, that Party shall:

(a) carry out adequate due diligence on such third party to ensure that it is capable of providing the level of protection for the Personal Data as is required by the Contract, and provide evidence of such due diligence to the other Party where reasonably requested; and

(b) ensure that a suitable agreement is in place with the third party as required under applicable Data Protection Legislation.

10. **Data Retention**

The Parties agree to erase Personal Data from any computers, storage devices and storage media that are to be retained as soon as practicable after it has ceased to be necessary for them to retain such Personal Data under applicable Data Protection Legislation and their privacy policy (save to the extent (and for the limited period) that such information needs to be retained by the a Party for statutory compliance purposes or as otherwise required by the Contract), and taking all further actions as may be necessary to ensure its compliance with Data Protection Legislation and its privacy policy.

Joint Schedule 4 (Commercially Sensitive Information)

1. What is the Commercially Sensitive Information?

1.1 In this Schedule the Parties have sought to identify the Supplier's Confidential Information that is genuinely commercially sensitive and the disclosure of which would be the subject of an exemption under the FOIA and the EIRs.

1.2 Where possible, the Parties have sought to identify when any relevant Information will cease to fall into the category of Information to which this Schedule applies in the table below and in the Order Form (which shall be deemed incorporated into the table below).

1.3 Without prejudice to the Relevant Authority's obligation to disclose Information in accordance with FOIA or Clause 16 (When you can share information), the Relevant Authority will, in its sole discretion, acting reasonably, seek to apply the relevant exemption set out in the FOIA to the following Information:

[redacted]