



Department
for Work &
Pensions

**(1) The Secretary of State for Work and Pensions
and
(2) PCI - PAL (UK) Limited**

CONTRACT

relating to

**Secure Card Payment Service Outbound
Calls and Self-Serve IVR Service**

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Award Form

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

1. Buyer	<p>The Secretary of State for Work and Pensions acting as part of the Crown (the Buyer).</p> <p>Its offices are on:</p> <p style="padding-left: 40px;">Department of Work and Pensions 5th Floor 2 St Peter's Square Manchester M2 3AA</p>
2. Supplier	<p>Name: PCI - PAL (UK) LIMITED</p> <p>Address: 7 Gamma Terrace, Ransomes Europark Ipswich Suffolk IP3 9FF</p> <p>Registration number: 03960535</p> <p>SID4GOV ID:</p>
3. Contract	<p>This Contract between the Buyer and the Supplier is for the supply of Deliverables, being –a Secure Card Payment Service Outbound Calls and Self-Serve IVR Service see Schedule 2 (Specification) for full details.</p>
4. Contract reference	25393
5. Buyer Cause	<p>Any material breach of the obligations of the Buyer or any other default, act, omission, negligence, or statement of the Buyer, of its employees, servants, agents in connection with or in relation to the subject-matter of this Contract and in respect of which the Buyer is liable to the Supplier.</p>
6. Collaborative working principles	<p>The Collaborative Working Principles apply to this Contract.</p> <p>See Clause 3.1.3 for further details.</p>

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7.	Financial Transparency Objectives	The Financial Transparency Objectives apply to this Contract. See Clause 6.3 for further details.
8.	Start Date	14 October 2024
9.	Expiry Date	30 September 2027 And the Initial Contract Period means the period between the Start Date and the Expiry Date
10.	Extension Period	The Buyer may extend the Initial Contract Period for a period, or periods, up to a maximum further period of 36 months. An extension may be exercised where the Buyer gives the Supplier no less than 4 Months' written notice before the Contract is due to expire.
11.	Ending this Contract without a reason	The Buyer shall be able to terminate this Contract in accordance with Clause 14.3.
12.	Incorporated Terms (Together these documents form the " this Contract ")	The following documents are incorporated into this Contract. Where numbers are missing, we are not using these Schedules. If there is any conflict, the following order of precedence applies: <ul style="list-style-type: none"> (a) This Award Form (b) Any Special Terms (see Section 14 (Special Terms) in this Award Form) (c) Schedule 31 (Buyer Specific Terms) (d) Core Terms (e) Schedule 36 (Intellectual Property Rights) (f) Schedule 1 (Definitions) (g) Schedule 6 (Transparency Reports) (h) Schedule 20 (Processing Data) (i) The following Schedules (in equal order of precedence): <ul style="list-style-type: none"> (i) Schedule 2 (Specification) (ii) Schedule 3 (Charges) (iii) Schedule 5 (Commercially Sensitive Information)

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		<ul style="list-style-type: none"> (iv) Schedule 7 (Staff Transfer) (v) Schedule 8 (Implementation Plan & Testing) (vi) Schedule 9 (Installation Works) (vii) Schedule 10 (Service Levels) (viii) Schedule 11 (Continuous Improvement) (ix) Schedule 12 (Benchmarking) (x) Schedule 13 (Contract Management) (xi) Schedule 14 (Business Continuity and Disaster Recovery) (xii) Schedule 15 (Minimum Standards of Reliability) (xiii) Schedule 16 (Enhanced Security) (xiv) Schedule 18 (Supply Chain Visibility) (xv) Schedule 21 (Variation Procedure) (xvi) Schedule 22 (Insurance Requirements) (xvii) Schedule 23 (Guarantee) (xviii) Schedule 24 (Financial Difficulties) (xix) Schedule 25 (Rectification Plan) (xx) Schedule 26 (Sustainability) (xxi) Schedule 27 (Key Subcontractors) (xxii) Schedule 28 (ICT Services) (xxiii) Schedule 29 (Key Supplier Staff) (xxiv) Schedule 30 (Exit Management) (xxv) Schedule 36 (Intellectual Property Rights) (xxvi) Schedule 37 (Corporate Resolution Planning Information) (xxvii) Schedule 38 (Dispute Resolution Procedure) (j) Schedule 4 (Tender), unless any part of the Tender offers a better commercial position for the Buyer (as decided by the Buyer, in its absolute discretion), in which case that part of the Tender will take precedence over the documents above. (k) Any Supplier Furnished Terms as referenced in paragraph 10 of Schedule 28 (ICT Services) and included in Schedule 39 (Supplier Furnished Terms).
13.	Special Terms	N/A

14.	Buyer's Environmental Policy	As referenced at Clause 34.2 of the Core Terms; Environmental policy - GOV.UK (www.gov.uk)
15.	Social Value Commitment	The Supplier agrees, in providing the Deliverables and performing its obligations under this Contract, to deliver the Social Value outcomes in Schedule 4 (Tender) and provide the Social Value Reports as set out in Schedule 26 (Sustainability) and to report on the Social Value KPIs as required by Schedule 10 (service Levels).
16.	Buyer's Security Requirements and Security and ICT Policy	<p>Security Requirements: as set out in Schedule 16 (Enhanced Security). Guidance</p> <p>Security Policy</p> <p>For the purposes of Schedule 16 (Enhanced Security) the Supplier is required to comply with the Security Policies identified at Annex A to Schedule 16 (Enhanced Security). https://www.gov.uk/government/publications/dwp-procurement-security-policies-and-standards.</p> <p>For the purposes of Supplier Staff vetting, the Supplier is required to comply with the following policy https://www.gov.uk/government/publications/hmg-personnel-security-controls</p> <p>which forms part of the security policies and standards as set out in the hyperlink referenced above.</p> <p>ICT Policy:</p> <p>Information Communications Technology Policy - GOV.UK (www.gov.uk)</p> <p>For the purposes of Schedule 16 (Security) the Supplier is required to comply with the ICT Policy.</p> <p>For the purposes of Schedule 28 (ICT) Supplier is required to comply with the ICT Policy.</p>
17.	Charges	Details in Schedule 3 (Charges)

18.	Estimated Year 1 Charges	██████████
19.	Reimbursable expenses	None
20.	Payment method	The Buyer shall pay undisputed sums under this Contract in accordance with Clause 4. The Buyer shall pay all sums by direct credit transfer into a suitable bank account or by other electronic payment methods as appropriate.
21.	Service Levels	<p>Service Credits will accrue in accordance with Schedule 10 (Service Levels)</p> <p>a) The Service Credit Cap is: 15% of the monthly Charges in the period from the commencement of the delivery of the Services to the end of the first Contract Year; and</p> <p>b) during the remainder of the Contract Period, thirty-five per cent (35%) of the Service Period in respect of which Service Credits are accrued; Charges payable to the Supplier under the Contract in the period of twelve (12) Months immediately preceding the Service Period in respect of which Service Credits are accrued;</p> <p>The Service Period is: One (1) Month</p> <p>A Critical Service Level Failure is: A Critical Service Level Failure will be deemed to have occurred if the performance of the Services falls below the same Service Level Threshold on three (3) occasions in any six (6) consecutive Service Periods.</p>
22.	Liability	<p>The Supplier's total aggregate liability in each Contract Year under this Contract (whether in tort, contract or otherwise) is equivalent to the Required Insurance for Third Party Public and Product Liability Insurance.</p> <p>In accordance with Clause 15.5, the Supplier's total aggregate liability in each Contract Year under Clause 18.8.5 is no more than the Data Protection Liability, being £15 million.</p>
23.	Staff Vetting	<p>The staff vetting procedures as described in the Security Standards and Policies set out in Annexes A and B of Schedule 16 (Security)</p> <p>https://www.gov.uk/government/publications/hmg-personnel-security-controls</p>
24.	Progress Meetings and	The Supplier shall attend Progress Meetings with the Buyer every Month and as detailed at clause 6.1 of the Core Terms.

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	Progress Reports	The Supplier shall provide the Buyer with Progress Reports every Month and as detailed at clause 6.1 of the Core Terms. The Supplier shall also attend and participated in the Operational Boards as set out in Schedule 13 (Contract Management).
25.	Guarantor	The Supplier's performance will be guaranteed by PCI PAL PLC. The Supplier will enter into a guarantee with PCI PAL PLC, using the form in Schedule 23 (Guarantee), within 28 days of the Effective Date.
26.	Virtual Library	In accordance with Paragraph 2.2. of Schedule 30 (Exit Management) <ul style="list-style-type: none"> the period in which the Supplier must create and maintain the Virtual Library, is as set out in that Paragraph.; and the Supplier shall update the Virtual Library every 6 Months.
27.	Supplier's Contract Manager	<div></div> <div></div> <div></div> <div></div>
28.	Supplier Authorised Representative	<div></div> <div></div> <div></div> <div></div>
29.	Supplier Compliance Officer	<div></div> <div></div> <div></div> <div></div>
30.	Supplier Data Protection Officer	<div></div> <div></div> <div></div> <div></div>
31.	Supplier Marketing Contact	<div></div> <div></div> <div></div>

		<div></div>
32.	Key Subcontractors	<div><div>Key Subcontractor 1</div><div>Name (Registered name if registered): <div></div></div><div>Registration number (if registered): <div></div></div><div>Role of Subcontractor: <div></div></div><div></div><div></div><div></div></div> <div><div>Key Subcontractor 2</div><div>Name (Registered name if registered): <div></div></div><div>Registration number (if registered): <div></div></div><div>Role of Subcontractor: <div></div></div><div></div><div></div><div></div></div> <div><div>Key Subcontractor 3</div><div>Name (Registered name if registered): <div></div></div><div>Registration number (if registered): <div></div></div><div>Role of Subcontractor: <div></div></div><div></div><div></div><div></div></div> <div><div>Key Subcontractor 4</div><div>Name (Registered name if registered): <div></div></div><div>Registration number (if registered): <div></div></div><div>Role of Subcontractor: <div></div></div><div></div><div></div><div></div></div>

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For and on behalf of the Supplier:		For and on behalf of the Buyer	
Signature:	<div>DocuSigned by: <i>James Barham</i> 9EA08A5058CB478...</div>	Signature:	<div>Signed by: <i>Peter Shirley</i> 9715E17FE305443...</div>
Name:	James Barham	Name:	Peter Shirley
Role:	CEO	Role:	Commercial Deputy Director
Date:	09/10/24	Date:	10/10/2024

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Department
for Work &
Pensions

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1. Definitions used in the contract

- 1.1 Interpret this Contract using Schedule 1 (Definitions).

2. How the contract works

- 2.1 If the Buyer decides to buy Deliverables under the Contract it must state its requirements using the Award Form. If allowed by the Regulations, the Buyer can:
- 2.1.1 make changes to the Award Form;
 - 2.1.2 create new Schedules;
 - 2.1.3 exclude optional template Schedules; and
 - 2.1.4 use Special Terms in the Award Form to add or change terms.
- 2.2 The Contract:
- 2.2.1 is between the Supplier and the Buyer; and
 - 2.2.2 includes Core Terms, Schedules and any other changes or items in the completed Award Form.
- 2.3 The Supplier acknowledges it has all the information required to perform its obligations under the Contract before entering into it. When information is provided by the Buyer no warranty of its accuracy is given to the Supplier.
- 2.4 The Supplier acknowledges that, subject to the Allowable Assumptions set out in Annex 2 of Schedule 3 (Charges) (if any), it has satisfied itself of all details relating to:
- 2.4.1 the Buyer's requirements for the Deliverables;
 - 2.4.2 the Buyer's operating processes and working methods; and
 - 2.4.3 the ownership and fitness for purpose of the Buyer Assets,
 - 2.4.4 and it has advised the Buyer in writing of;
 - 2.4.5 each aspect, if any, of the Buyer's requirements for the Deliverables, operating processes and working methods that is not suitable for the provision of the Services;
 - 2.4.6 the actions needed to remedy each unsuitable aspect; and
 - 2.4.7 a timetable for and, to the extent that such costs are payable to the Supplier, the costs of those actions;
 - 2.4.8 and such actions, timetable and costs are fully reflected in this Contract.
- 2.5 The Supplier won't be excused from any obligation, or be entitled to additional Costs or Charges because it failed to either:
- 2.5.1 verify the accuracy of the Due Diligence Information; and
 - 2.5.2 properly perform its own adequate checks.
- 2.6 The Buyer will not be liable for errors, omissions or misrepresentation of any information.

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- 2.7 The Supplier warrants and represents that all statements made and documents submitted as part of the procurement of Deliverables are and remain true and accurate.
- 2.8 The Supplier shall be responsible for the accuracy of all drawings, documentation and information supplied to the Buyer by the Supplier in connection with the supply of the Services and shall pay the Buyer any extra costs occasioned due to the Buyer as a result of any discrepancies, errors or omissions therein except where such discrepancies, errors or omissions originate from documentation supplied by the Buyer.

3. What needs to be delivered

- 3.1 All deliverables
 - 3.1.1 The Supplier must provide Deliverables:
 - a) that comply with the Specification, the Tender Response and the Contract;
 - b) using reasonable skill and care;
 - c) using Good Industry Practice;
 - d) using its own policies, processes and internal quality control measures as long as they don't conflict with the Contract;
 - e) on the dates agreed; and
 - f) that comply with Law.
 - 3.1.2 The Supplier must provide Deliverables with a warranty of at least 90 days from Delivery against all obvious defects or for such other period as specified in the Award Form.
 - 3.1.3 Where the Award Form states that the Collaborative Working Principles will apply, the Supplier must co-operate and provide reasonable assistance to any Buyer Third Party notified to the Supplier by the Buyer from time to time and act at all times in accordance with the following principles:
 - a) proactively leading on, mitigating and contributing to the resolution of problems or issues irrespective of its contractual obligations, acting in accordance with the principle of "fix first, settle later";
 - b) being open, transparent and responsive in sharing relevant and accurate information with Buyer Third Parties;
 - c) where reasonable, adopting common working practices, terminology, standards and technology and a collaborative approach to service development and resourcing with Buyer Third Parties;
 - d) providing reasonable cooperation, support, information and assistance to Buyer Third Parties in a proactive, transparent and open way and in a spirit of trust and mutual confidence; and

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- e) identifying, implementing and capitalising on opportunities to improve deliverables and deliver better solutions and performance throughout the relationship lifecycle.
 - 3.1.4 The Supplier shall at all times comply with the Quality Standards, and where applicable shall maintain accreditation with the relevant Quality Standards authorisation body and the standards specified in this Contract.
- 3.2 Not Used
- 3.3 Services clauses
 - 3.3.1 Late Delivery of the Services will be a Default of the Contract.
 - 3.3.2 The Supplier must co-operate with the Buyer and third party suppliers on all aspects connected with the Delivery of the Services and ensure that Supplier Staff comply with any reasonable instructions of the Buyer or third party suppliers.
 - 3.3.3 The Supplier must at its own risk and expense provide all Supplier Equipment required to Deliver the Services. Any equipment provided by the Buyer to the Supplier for supplying the Services remains the property of the Buyer and is to be returned to the Buyer on expiry or termination of the Contract.
 - 3.3.4 The Supplier must allocate sufficient resources to the Contract and shall ensure that all Supplier Staff supplying the Services shall do so with all due skill, care and diligence and shall possess such qualifications, skills and experience as are necessary for the proper supply of the Services.
 - 3.3.5 The Supplier must take all reasonable care to ensure performance does not disrupt the Buyer's operations, employees or other contractors.
 - 3.3.6 Not Used.
 - 3.3.7 The Supplier must ensure all Services, and anything used to Deliver the Services, are of good quality and free from defects.
 - 3.3.8 The Buyer is entitled to withhold payment for partially or undelivered Services, but doing so does not stop it from using its other rights under the Contract.
 - 3.3.9 The Supplier shall supply the Services during the Contract Period in accordance with the Buyer's requirements as set out in this Contract.
 - 3.3.10 The Buyer may inspect and examine the manner in which the Supplier supplies the Services at the Premises during normal business hours on reasonable notice.
 - 3.3.11 If the Buyer informs the Supplier in writing that the Buyer reasonably believes that any part of the Services does not meet the requirements of the Contract or differ in any way from those requirements and this is other than as a result of a Default by the Buyer, the Supplier shall at its own expense re-schedule and carry

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out the Services in accordance with the requirements of the Contract within such reasonable time as may be specified by the Buyer.

- 3.4 The Buyer may at its discretion require the Supplier to provide the Optional Services during the Contract Period. The Buyer shall follow the Variation Procedure to call off the Optional Services.

4. Pricing and payments

- 4.1 In exchange for the Deliverables, the Supplier must invoice the Buyer for the Charges in the Award Form.
- 4.2 All Charges:
 - 4.2.1 exclude VAT, which is payable on provision of a valid VAT invoice issued in accordance with Clause 4.12; and
 - 4.2.2 include all costs connected with the Supply of Deliverables.
- 4.3 Where the Supplier submits an invoice to the Buyer in accordance with Clause 4.4, the Buyer will consider and verify that invoice in a timely fashion and in any event within 30 days.
- 4.4 A Supplier invoice is only valid if it:
 - 4.4.1 includes all appropriate references including the Contract reference number and other details reasonably requested by the Buyer; and
 - 4.4.2 includes a detailed breakdown of Deliverables and Milestone(s) (if any).
- 4.5 The Buyer may retain or set-off payment of any amount owed to it by the Supplier under this Contract or any other agreement between the Supplier and the Buyer if notice and reasons are provided.
- 4.6 Not used.
- 4.7 The Supplier shall make all payments due to the Buyer without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Supplier has a valid court order requiring an amount equal to such deduction to be paid by the Buyer to the Supplier.
- 4.8 The Buyer shall pay the Charges due to the Supplier under such an invoice no later than a period of thirty (30) days from the date on which the Buyer has determined that the invoice is valid and undisputed in accordance with clause 4.3.
- 4.9 Where the Buyer fails to comply with Clause 4.3 , the invoice shall be regarded as valid and undisputed for the purposes of Clause 4.8 30 days after its submission by the Supplier.
- 4.10 Not used
- 4.11 Interest shall be payable by the Buyer on the late payment of any undisputed sums of money properly claimed in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 (as amended).
- 4.12 The Supplier shall add VAT to the Charges at the prevailing rate as applicable and the Buyer shall pay VAT to the Supplier following an undisputed claim for payment being notified by the Supplier in accordance with this Clause 4.

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- 4.13 Without prejudice to Clause 4.17 , for the avoidance of doubt, it shall at all times remain the sole responsibility of the Supplier to:-
 - 4.13.1 assess the VAT rate(s) and tax liability arising out of or in connection with the Contract; and
 - 4.13.2 account for or pay and VAT (and any other tax liability) relating to payments made to the Supplier under the Contract to HM Revenue (“HMRC”).
- 4.14 The Buyer shall not be liable to the Supplier in any way whatsoever for any error or failure made by the Supplier (or the Buyer) in relation to VAT, including without limit:-
 - 4.14.1 where the Supplier is subject to a VAT ruling(s) by HMRC (or such other relevant authority) in connection with the Contract;
 - 4.14.2 where the Supplier has assumed that it can recover input VAT and (for whatever reason) this assumption is subsequently held by HMRC (or such other relevant authority) to be incorrect or invalid; and/or
 - 4.14.3 where the Supplier’s treatment of VAT in respect of any claim for payment made under the Contract is subsequently held by HMRC (or such other relevant authority) for whatever reason to be incorrect or invalid; and/or
 - 4.14.4 where the Supplier has specified a rate of VAT, or a VAT classification, to the Buyer (including, but not limited to, Out of Scope, Exempt, 0%, Standard Rate and Reduced Rate) but the Supplier subsequently regards such a rate, or such a classification, as being a mistake on its part. Further, in the scenario described in this Clause 4.14.4, the Supplier shall be obliged to repay any overpayment by the Buyer on demand.
- 4.15 Where the Supplier does not include VAT on an invoice, the Buyer will not be liable to pay any VAT for that invoice either when it falls due, or at any later date.
- 4.16 The Supplier acknowledges that the Buyer has advised the Supplier that the Supplier should seek its own specialist VAT advice in relation to the Contract and, in the event of any uncertainty following specialist advice, the Supplier should seek clarification of the Contract’s VAT status with HMRC.
- 4.17 The Supplier shall indemnify the Buyer on a continuing basis against any liability, including any interest, penalties or costs incurred which is levied, demanded or assessed on the Buyer at any time in respect of the Supplier’s failure to account for or to pay any VAT relating to payments made to the Supplier under the Contract. Any amounts due under this Clause 4.17 shall be paid by the Supplier to the Buyer not less than five (5) Working Days before the date upon which the tax or other liability is payable by the Buyer.
- 4.18 The Supplier may not obtain any third party revenue, income or credit based on the Services and/or copyright works delivered under this Contract without the express prior written agreement of the Buyer.

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

5. The buyer's obligations to the supplier

- 5.1 If Supplier Non-Performance arises from a Buyer Cause:
- 5.1.1 the Buyer cannot terminate the Contract under Clause 14.4.1;
 - 5.1.2 the Supplier is entitled to reasonable and proven additional expenses and to relief from Delay Payments, liability and Deduction under this Contract;
 - 5.1.3 the Supplier is entitled to additional time needed to make the Delivery;
 - 5.1.4 the Supplier cannot suspend the ongoing supply of Deliverables.
- 5.2 Clause 5.1 only applies if the Supplier:
- 5.2.1 gives notice to the Buyer of the Buyer Cause within 10 Working Days of becoming aware;
 - 5.2.2 demonstrates that the Supplier Non-Performance only happened because of the Buyer Cause; and
 - 5.2.3 mitigated the impact of the Buyer Cause.
- 5.3 If the Supplier is temporarily unable to fulfil the requirements of the Contract owing to disruption of normal business by direction of the Buyer, an appropriate allowance by way of extension of time will be approved by the Buyer. In addition, the Buyer will reimburse any additional expense reasonably incurred by the Supplier as a direct result of such disruption.

6. Record keeping and reporting

- 6.1 The Supplier must attend Progress Meetings with the Buyer and provide Progress Reports when specified in the Award Form.
- 6.2 The Supplier must keep and maintain full and accurate records and accounts in respect of the Contract including the Services supplied under it, all expenditure reimbursed by the Buyer, and all payments made by the Buyer for 7 years after the End Date, or as long a period as may be agreed between the parties and in accordance with the UK GDPR or the EU GDPR as the context requires, including the records and accounts which the Buyer has a right to Audit. The Supplier shall on request afford the Buyer or the Buyer's Representatives such access to those records as may be requested by the Buyer in connection with the Contract.
- 6.3 Where the Award Form states that the Financial Transparency Objectives apply, the Supplier must co-operate with the Buyer to achieve the Financial Transparency Objectives and, to this end, will provide a Financial Report to the Buyer:
- 6.3.1 on or before the Start Date;
 - 6.3.2 at the end of each Contract Year; and

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- 6.3.3 within 6 Months of the end of the Contract Period,
 - 6.3.4 and the Supplier must meet with the Buyer, if requested within 10 Working Days of the Buyer receiving a Financial Report.
- 6.4 If the Supplier becomes aware of an event that has occurred or is likely to occur in the future which will have a material effect on the:
 - 6.4.1 Supplier's currently incurred or forecast future Costs; and
 - 6.4.2 Forecast Charges for the remainder of this Contract;then the Supplier must notify the Buyer in writing as soon as practical setting out the actual or anticipated effect of the event.
- 6.5 The Supplier must allow any Auditor access, free of charge during normal business hours on reasonable notice to their premises, to all such documents and other information as the Auditor may reasonably require for the purpose of their financial Audit of the Buyer, for carrying out examinations into the economy, efficiency and effectiveness with which the Buyer has used its resources and to verify all Contract accounts and records of everything to do with the Contract and provide copies for an Audit. The Supplier shall provide such explanations as are reasonably required for these purposes. This Clause does not constitute a requirement or agreement for the examination, certification or inspection of the accounts of the Supplier under Section 6(3) (d) and (5) of the National Audit Act 1983.
- 6.6 The Supplier must allow any Auditor access to their premises and the Buyer will use reasonable endeavours to ensure that any Auditor:
 - 6.6.1 complies with the Supplier's operating procedures; and
 - 6.6.2 does not unreasonably disrupt the Supplier or its provision of the Deliverables.
- 6.7 During an Audit, the Supplier must provide information to the Auditor and reasonable co-operation at their request including access to;
 - 6.7.1 All the information within the permitted scope of the Audit;
 - 6.7.2 any Sites, equipment and the Supplier's ICT system used in the performance of the Contract; and
 - 6.7.3 the Supplier Staff.
- 6.8 The Parties agree that they shall bear their own respective costs and expenses incurred in respect of their compliance with their obligations under Clauses 6.11- 6.17 (inclusive), unless an Audit identifies a material default by the Supplier in which case the Supplier shall reimburse;
 - 6.8.1 The Buyer for all the Buyer's identifiable, reasonable costs and expenses properly incurred in the course of the Audit; and
 - 6.8.2 Where the Buyer, a Regulatory Body, or the Comptroller and Auditor General appoint another organisation to conduct an Audit under this Clause, the Buyer shall be able to recover on demand from the Supplier the identifiable, reasonable and properly incurred costs and expenses of the relevant organisation.

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- 6.9 The Supplier must comply with the Buyer's reasonable instructions following an Audit, including:
 - 6.9.1 correcting any identified Default;
 - 6.9.2 rectifying any error identified in a Financial Report; and
 - 6.9.3 repaying any Charges that the Buyer has overpaid.
- 6.10 If the Supplier is not providing any of the Deliverables, or is unable to provide them, it must immediately:
 - 6.10.1 tell the Buyer and give reasons;
 - 6.10.2 propose corrective action; and
 - 6.10.3 provide a deadline for completing the corrective action.
- 6.11 Except where an Audit is imposed on the Buyer by a regulatory body or where the Buyer has reasonable grounds for believing that the Supplier has not complied with its obligations under this Contract, the Buyer may not conduct an Audit of the Supplier or of the same Key Subcontractor more than twice in any Contract Year.
- 6.12 Except where an Audit is imposed on the Buyer by a regulatory body, the Buyer may at any time during the Contract Period and for a period of twelve (12) months after the Contract Period, conduct an Audit for the following purposes;
 - 6.12.1 to confirm the accuracy of any Charges that become due and payable by the Buyer to the Supplier in respect of the Services (and proposed or actual variations to them in accordance with the Contract), or the costs of all suppliers used by the Supplier (including Subcontractors) in the provision of Services;
 - 6.12.2 to review the integrity, confidentiality and availability of the Buyer Data;
 - 6.12.3 to review the Supplier's compliance with the DPA, FOIA and other Law applicable to the Services;
 - 6.12.4 to review the Supplier's compliance with its obligations under the Contract;
 - 6.12.5 to review any records created during the provision of the Services;
 - 6.12.6 to review any books of account kept by the Supplier in connection with the provision of the Services;
 - 6.12.7 to carry out the Audit and certification of the Buyer's accounts;
 - 6.12.8 to carry out an examination pursuant to section 6(1) of the National Audit Act 1983 of the economy, efficiency, and effectiveness with which the Buyer has used its resources; and
 - 6.12.9 to verify the accuracy and completeness of any management information delivered or required by this Contract.
- 6.13 The Buyer shall use its reasonable endeavours to ensure that the conduct of each Audit does not unreasonably disrupt the Supplier or delay the provision of the Services.

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- 6.14 Subject to the Buyer's obligations of confidentiality, the Supplier shall on demand provide the Buyer, the Comptroller and Auditor General and any relevant Regulatory Body (and/or their agents or representatives) with all reasonable co-operation, access and assistance in relation to each Audit, including:-
 - 6.14.1 all Information requested within the permitted scope of the Audit;
 - 6.14.2 reasonable access to any Premises or sites controlled by the Supplier and to any equipment used (whether exclusively or non-exclusively) in the performance of the Services;
 - 6.14.3 access to the Supplier Staff;
 - 6.14.4 access to the Supplier's Systems Environment; and
 - 6.14.5 accommodation (including desks) at the Premises as reasonably required to conduct the audit.
- 6.15 The Buyer shall endeavour to (but is not obliged to) provide at least fifteen (15) days' notice of its intention to conduct an Audit.
- 6.16 If an Audit identifies that;
 - 6.16.1 the Supplier has committed a Notifiable Default capable of remedy; the Supplier shall correct such Notifiable Default as soon as reasonably practicable and as directed by the Buyer in accordance with Clause 11;
 - 6.16.2 the Buyer has overpaid any Charges that become due and payable by the Buyer to the Supplier in respect of the Services, the Supplier shall pay to the Buyer the amount overpaid within twenty (20) Working Days. The Buyer may deduct the relevant amount from the charges if the Supplier fails to make this payment; and
 - 6.16.3 the Buyer has underpaid any Charges that become due and payable by the Buyer to the Supplier in respect of the Services, the Buyer shall pay to the Supplier the amount of the under-payment less the cost of Audit incurred by the Buyer if this was due to a Default by the Supplier within twenty (20) Working Days
- 6.17 The Supplier shall permit the Buyer and/or its appointed representatives access to conduct an Audit (an "**Exceptional Audit**") of the Supplier in any of the following circumstances:-
 - 6.17.1 actual or suspected impropriety or Fraud;
 - 6.17.2 there are reasonable grounds to suspect that;
 - a) the Supplier is in Default under the Contract;
 - b) the Guarantor may be in default of the Guarantee;
 - c) the Supplier is in financial distress or at risk of insolvency or bankruptcy, or any fact, circumstance or matter which is reasonably likely to cause the Supplier financial distress and result in a risk of the Supplier becoming insolvent or bankrupt has occurred; OR
 - d) a breach of the Security Policies and Standards has occurred

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under the Contract.

(each an "**Exceptional Circumstance**").

- 6.18 If the Buyer notifies the Supplier of an Exceptional Circumstance and that it wishes to conduct an Exceptional Audit, the Supplier shall provide access in accordance with Clause 6.13 as soon as reasonably practicable after such request and in any event within forty eight (48) hours. The requirement to give up to forty eight (48) hours under this Clause 6.18 shall not apply if the Buyer reasonably believes that the Supplier is in Default of any of its obligations under this Contract or Data Protection Legislation.

7. Supplier staff

- 7.1 The Supplier Staff involved in the performance of the Contract must:
- 7.1.1 be appropriately trained and qualified;
 - 7.1.2 be vetted using Good Industry Practice and the Security Policy; and
 - 7.1.3 comply with all such rules, regulations and requirements (including those relating to security arrangements) of this Contract as may be in force from time to time for the conduct of staff when at or outside the Buyer's Premises.
- 7.2 Where Buyer decides one of the Supplier's Staff is not suitable to work on this Contract, it will notify the Supplier in writing and the Supplier must replace them with a suitably qualified alternative. Any member of Supplier Staff so notified to the Supplier by the Buyer may not undertake any further work on the Contract and the Buyer may refuse to admit on to, or withdraw permission for the Supplier's Staff to remain on, the Buyer's Premises.
- 7.3 At the Buyer's written request, the Supplier shall provide a list of the names and business addresses of all persons who may require admission in connection with the Contract to the Buyer's Premises, within seven (7) Working Days from the date of request and in advance of admission to the Buyer's Premises, specifying the capacities in which they are concerned with the Contract and giving such other particulars as the Buyer may reasonably request.
- 7.4 The Supplier indemnifies the Buyer against all claims brought by any person employed by the Supplier caused by an act or omission of the Supplier or any Supplier Staff.
- 7.5 The Buyer indemnifies the Supplier against all claims brought by any person employed or engaged by the Buyer caused by an act or omission of the Buyer or any of the Buyer's employees, agents, consultants and contractors.
- 7.6 The Supplier shall comply with Staff Vetting Procedures in respect of all persons employed or engaged in the provision of the Services. The Supplier confirms that all persons employed or engaged by the Supplier shall have complied with the Staff Vetting Procedures prior to commencing the Services and accessing the Premises.
- 7.7 The Supplier shall provide training on a continuing basis for all Supplier Staff employed or engaged in the provision of the Services in compliance with the Security Policies and Standards.

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- 7.8 The Supplier shall use all reasonable endeavours to ensure that the Supplier Staff who are not UK nationals are legally entitled to reside in the United Kingdom and have a work permit, where applicable. The Supplier shall promptly take all reasonable steps to ensure compliance with this Clause.
- 7.9 The Supplier shall immediately inform the Buyer of any actual or potential industrial action, whether such action is by their own employees or others, which affects or might affect its ability at any time to perform its obligations under the Contract.
- 7.10 In the event of industrial action by the Supplier Staff, the Supplier shall seek Approval in relation to its proposals to continue to perform its obligations under the Contract. If the Supplier's proposals referred to in this Clause 7.10 are considered insufficient or unacceptable by the Buyer (acting reasonably), the Buyer may terminate the Contract with immediate effect or such period as specified by the Buyer by notice in writing.
- 7.11 For the duration of the Contract and for a period of twelve (12) Months thereafter neither the Buyer nor the Supplier shall employ or offer employment to any of the other Party's staff who have been associated with the procurement and/or the Contract management of the Services without that other Party's prior written consent

8. Supply chain

- 8.1 Appointing Subcontractors
 - 8.1.1 The Supplier must exercise due skill and care when it selects and appoints Subcontractors to ensure that the Supplier is able to:
 - a) manage Subcontractors in accordance with Good Industry Practice;
 - b) comply with its obligations under this Contract; and
 - c) assign, novate or transfer its rights and/or obligations under the Sub-Contract that relate exclusively to this Contract to the Buyer or a Replacement Supplier.
- 8.2 Mandatory provisions in Sub-Contracts
 - 8.2.1 For all Sub Contracts in the Supplier's supply chain entered into wholly or substantially for the purpose of performing or contributing to the performance of the whole or any part of the Contract:
 - a) where such Sub-Contracts are entered into after the Effective Date, the Supplier will ensure that they all contain provisions that; or
 - b) where such Sub-Contracts are entered into before the Effective Date, the Supplier will take all reasonable endeavours to ensure that they all contain provisions that:
 - c) allow the Supplier to terminate the Sub Contract if the Subcontractor fails to comply with its obligations in respect of environmental, social, equality or employment Law;
 - d) provide that where the Subcontractor submits an invoice to the

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Supplier, the Supplier will consider and verify that invoice in a timely fashion and in any event within 30 days;

- e) require the Supplier to pay all Subcontractors in full, within 30 such an invoice no later than a period of thirty (30) days from the date on which the Supplier has determined that the invoice is valid and undisputed in accordance with clause 8.2.1 d). If this does not happen the Buyer may publish details of the late payment or non-payment;
- f) allow the Buyer to publish the details of the late payment or non-payment if this 30-day limit is exceeded; and
- g) that require the counterparty to that Sub-contract to include in any sub-contract which it awards provisions having the same effect as Clauses 4.3, 4.8 and 4.9 of the Contract:

8.3 When Sub-Contracts can be ended

8.3.1 At the Buyer's request, the Supplier must terminate any Sub-Contracts in any of the following events:

- a) there is a Change of Control of a Subcontractor which isn't pre-approved by the Buyer in writing;
- b) the acts or omissions of the Subcontractor have caused or materially contributed to a right of termination under Clause 14.4;
- c) a Subcontractor or its Affiliates embarrasses or brings into disrepute or diminishes the public trust in the Buyer;
- d) the Subcontractor fails to comply with its obligations in respect of environmental, social, equality or employment Law; and/or
- e) the Buyer has found grounds to exclude the Subcontractor in accordance with Regulation 57 of the Public Contracts Regulations 2015.

8.4 Competitive terms

8.4.1 If the Buyer can get more favourable commercial terms for the supply at cost of any materials, goods or services used by the Supplier to provide the Deliverables and that cost is reimbursable by the Buyer, then the Buyer may require the Supplier to replace its existing commercial terms with the more favourable terms offered for the relevant items.

8.4.2 If the Buyer uses Clause 8.4.1 then the Charges must be reduced by an agreed amount by using the Variation Procedure.

8.5 Ongoing responsibility of the Supplier

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

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9. Rights and protection

- 9.1 The Supplier warrants and represents that:
 - 9.1.1 it has full capacity and authority to enter into and to perform the Contract;
 - 9.1.2 the Contract is executed by its authorised representative;
 - 9.1.3 it is a legally valid and existing organisation incorporated in the place it was formed;
 - 9.1.4 there are no known legal or regulatory actions or investigations before any court, administrative body or arbitration tribunal pending or threatened against it or its Affiliates that might affect its ability to perform the Contract;
 - 9.1.5 all necessary rights, authorisations, licences and consents (including in relation to IPRs) are in place to enable the Supplier to perform its obligations under the Contract and for the Buyer to receive the Deliverables;
 - 9.1.6 it doesn't have any contractual obligations which are likely to have a material adverse effect on its ability to perform the Contract;
 - 9.1.7 it is not impacted by an Insolvency Event or a Financial Distress Event;
 - 9.1.8 neither it nor, to the best of its knowledge the Supplier Staff, have committed a Prohibited Act prior to the Start Date or been subject to an investigation relating to a Prohibited Act;
 - 9.1.9 in the three (3) years prior to the date of the Contract;-
 - a) it has conducted all financial accounting and reporting activities in compliance in all material respects with the generally accepted accounting principles that apply to it in any country where it files accounts;
 - b) it has been in full compliance with all applicable securities and tax laws and regulations in the jurisdiction in which it is established; and
 - c) it has not done or omitted to do anything which could have a material adverse effect on its assets, financial condition or position as an on-going business concern or its ability to fulfil its obligations under the Contract
 - 9.1.10 in entering the Contract it has not committed any Fraud;
 - 9.1.11 as at the Effective Date, all information in the Tender Response remains true, accurate and not misleading, save as may have been specifically disclosed in writing to the Buyer prior to execution of the Contract and during the Contract Period the Supplier shall disclose any change to the information referred to in this Clause 9.1.11 and information in relation to the Prohibited Acts;
 - 9.1.12 that it is not aware of any financial or other advantage being given to any person working for or engaged by the Buyer, or that an

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agreement has been reached to that effect, in connection with the execution of the Contract; and

- 9.1.13 that as at the Effective Date, it has notified the Buyer in writing of any Occasions of Tax Non-Compliance or any litigation that it is involved in that is in connection with any Occasions of Tax Non-Compliance.
- 9.2 The warranties and representations in Clauses 2.7 and 9.1 are repeated each time the Supplier provides Deliverables under the Contract.
- 9.3 The Supplier indemnifies the Buyer against each of the following:
 - 9.3.1 wilful misconduct of the Supplier, Subcontractor and Supplier Staff that impacts the Contract; and
 - 9.3.2 non-payment by the Supplier of any tax or National Insurance.
- 9.4 All claims indemnified under this Contract must use Clause 30.
- 9.5 The Buyer can terminate the Contract for breach of any warranty or indemnity where they are entitled to do so.
- 9.6 If the Supplier becomes aware of a representation or warranty that becomes untrue or misleading, it must immediately notify the Buyer.
- 9.7 All third party warranties and indemnities covering the Deliverables must be assigned for the Buyer's benefit by the Supplier.

10. Intellectual Property Rights (IPRs)

- 10.1 The Parties agree that the terms set out in Schedule 36 (Intellectual Property Rights) shall apply to this Contract.
- 10.2 If there is an IPR Claim, the Supplier indemnifies the Buyer against all losses, damages, costs or expenses (including professional fees and fines) incurred as a result.
- 10.3 If an IPR Claim is made or anticipated the Supplier must at its own expense and the Buyer's sole option, either:
 - 10.3.1 obtain for the Buyer the rights to continue using the relevant item without infringing any third party IPR; or
 - 10.3.2 replace or modify the relevant item with substitutes that don't infringe IPR without adversely affecting the functionality or performance of the Deliverables.
- 10.4 If the Buyer requires that the Supplier procures a licence in accordance with Clause 10.3.1 or to modify or replace an item pursuant to Clause 10.3.2 , but this has not avoided or resolved the IPR Claim, then the Buyer may terminate this Contract by written notice with immediate effect and the consequences of termination set out in Clause 14.5.1 shall apply.

11. Rectifying issues

- 11.1 If there is a Notifiable Default, the Supplier must notify the Buyer within 3 Working Days of the Supplier becoming aware of the Notifiable Default and the Buyer may , without limiting its other rights, request that the Supplier

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provide a Rectification Plan within 10 Working Days of the Buyer's request alongside any additional documentation that the Buyer requires.

- 11.2 If the Buyer reasonably believes there is a Default it shall notify the Supplier and, without limiting its other rights may, at the same time as the notification is given, request that the Supplier provide a Rectification Plan within 10 Working Days of the Buyer's request alongside any additional documentation that the Buyer requires.
- 11.3 When the Buyer receives a requested Rectification Plan it can either:
 - 11.3.1 reject the Rectification Plan or revised Rectification Plan giving reasons; or
 - 11.3.2 accept the Rectification Plan or revised Rectification Plan (without limiting its rights) in which case the Supplier must immediately start work on the actions in the Rectification Plan at its own cost.
- 11.4 Where the Rectification Plan or revised Rectification Plan is rejected, the Buyer:
 - 11.4.1 will give reasonable grounds for its decision; and
 - 11.4.2 may request that the Supplier provides a revised Rectification Plan within 5 Working Days.

12. Escalating issues

- 12.1 If the Supplier fails to:
 - 12.1.1 submit a Rectification Plan or a revised Rectification Plan within the timescales set out in Clauses 11.1 or 11.2; and
 - 12.1.2 adhere to the timescales set out in an accepted Rectification Plan to resolve the Notifiable Default.

or if the Buyer otherwise rejects a Rectification Plan, the Buyer can require the Supplier to attend an Escalation Meeting on not less than 5 Working Days' notice. The Buyer will determine the location, time and duration of the Escalation Meeting(s) and the Supplier must ensure that the Supplier Authorised Representative is available to attend.
- 12.2 The Escalation Meeting(s) will continue until the Buyer is satisfied that the Notifiable Default has been resolved, however, where an Escalation Meeting(s) has continued for more than 5 Working Days, either Party may treat the matter as a Dispute to be handled through the Dispute Resolution Procedure.
- 12.3 If the Supplier is in Default of any of its obligations under this Clause 12, the Buyer shall be entitled to terminate this Agreement and the consequences of termination set out in Clause 14.5.1 shall apply as if the contract were terminated under Clause 14.4.1.

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13. Step-in rights

- 13.1 If a Step-In Trigger Event occurs, the Buyer may give notice to the Supplier that it will be taking action in accordance with this Clause 13.1 and setting out:
 - 13.1.1 whether it will be taking action itself or with the assistance of a third party;
 - 13.1.2 what Required Action the Buyer will take during the Step-In Process;
 - 13.1.3 when the Required Action will begin and how long it will continue for;
 - 13.1.4 whether the Buyer will require access to the Sites; and
 - 13.1.5 what impact the Buyer anticipates that the Required Action will have on the Supplier's obligations to provide the Deliverables.
- 13.2 For as long as the Required Action is taking place:
 - 13.2.1 the Supplier will not have to provide the Deliverables that are the subject of the Required Action;
 - 13.2.2 no Deductions will be applicable in respect of Charges relating to the Deliverables that are the subject of the Required Action; and
 - 13.2.3 the Buyer will pay the Charges to the Supplier after subtracting any applicable Deductions and the Buyer's costs of taking the Required Action.
- 13.3 The Buyer will give notice to the Supplier before it ceases to exercise its rights under the Step-In Process and within 20 Working Days of this notice the Supplier will develop a draft Step-Out Plan for the Buyer to approve.
- 13.4 If the Buyer does not approve the draft Step-Out Plan, the Buyer will give reasons and the Supplier will revise the draft Step-Out Plan and re-submit it for approval.
- 13.5 The Supplier shall bear its own costs in connection with any step-in by the Buyer under this Clause 13 , provided that the Buyer shall reimburse the Supplier's reasonable additional expenses incurred directly as a result of any step-in action taken by the Buyer under:
 - 13.5.1 limbs (f) or (g) of the definition of a Step-In Trigger Event; or
 - 13.5.2 limbs (h) and (i) of the definition of a Step-in Trigger Event (insofar as the primary cause of the Buyer serving a notice under Clause 13.1 is identified as not being the result of the Supplier's Default).

14. Ending the contract

- 14.1 The Contract takes effect on the Start Date and ends on the End Date or earlier if terminated under this Clause 14 or if required by Law.
- 14.2 The Buyer can extend the Contract for the Extension Period by giving the Supplier written notice before the Contract expires as described in the Award Form.

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14.3 Ending the contract without a reason

- 14.3.1 The Buyer has the right to terminate the Contract at any time without reason by giving the Supplier not less than 90 days' notice (unless a different notice period is set out in the Award Form) and if it's terminated Clauses 14.6.3 applies.

14.4 When the Buyer can end the Contract

- 14.4.1 If any of the following events happen, the Buyer has the right to immediately terminate the Contract by issuing a Termination Notice to the Supplier:
- a) there's a Supplier Insolvency Event;
 - b) the Supplier fails to notify the Buyer in writing of any Occasion of Tax Non-Compliance or fails to provide mitigating factors, which, in the reasonable opinion of the Buyer, are acceptable;
 - c) there's a Notifiable Default that is not corrected in line with an accepted Rectification Plan;
 - d) the Buyer rejects a Rectification Plan or the Supplier does not provide it within 10 days of the request;
 - e) there's any Material Default of the Contract;
 - f) a Default that occurs and then continues to occur on one or more occasions within 6 Months following the Buyer serving a warning notice on the Supplier that it may terminate for persistent breach of the Contract;
 - g) there's any Material Default of any Joint Controller Agreement relating to the Contract;
 - h) there's a Default of Clauses 2.6, 9,15, 27, 32, Schedule 16 (Enhanced Security) Schedule 28 (ICT Services) or Schedule 36 (Intellectual Property Rights) relating to the Contract;
 - i) the performance of the Supplier causes a Critical Service Level Failure to occur;
 - j) there's a consistent repeated failure to meet the Service Levels in Schedule 10 (Service Levels);
 - k) there's a Change of Control of the Supplier which isn't pre-approved by the Buyer in writing;
 - l) the Buyer discovers that the Supplier was in one of the situations in 57 (1) or 57(2) of the Regulations at the time the Contract was awarded;
 - m) the Supplier or its Affiliates embarrass or bring the Buyer into disrepute or diminish the public trust in them; or
 - n) the Supplier fails to comply with its legal obligations in the fields of environmental, social, equality or employment Law when providing the Deliverables;
 - o) the Contract has been subject to substantial modification which

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would have required a new procurement procedure in accordance with Regulation 72(9) of the Public Contracts Regulations 2015;

- p) the Supplier or any of its Subcontractors has committed an act of Fraud under this Contract, or any other Contract with any Contracting Authority (as set out in Schedule 31 (Buyer Specific Terms) paragraph 1.4) and in these circumstances the Buyer shall have the right to terminate this Contract and any other contract that the Buyer has with the Supplier;
- q) the Supplier has deliberately submitted false claims for Contract payments with the knowledge of its senior officers, (as set out in Schedule 31 (Buyer Specific Terms) at paragraph 1.5; or
- r) the Supplier, Supplier Staff or anyone acting on the Supplier's behalf engages in any Prohibited Act, (as set out in Schedule 31 (Buyer Specific Terms) paragraph 3.2.1.

14.4.2 The Buyer also has the right to terminate the Contract in accordance with Clauses 9.5 and 24.3, Paragraph 4.1 of Schedule 37 (Corporate Resolution Planning) (where applicable) and Paragraph 7 of Schedule 24 (Financial Difficulties) (where applicable).

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

14.5 What happens if the contract ends

14.5.1 Where the Buyer terminates the Contract under Clauses 14.4.1 and 9.5, Paragraph 4.1 of Schedule 37 (Corporate Resolution Planning) (where applicable) or Paragraph 7 of Schedule 24 (Financial Difficulties) (where applicable) all of the following apply:

- a) The Supplier is responsible for the Buyer's reasonable costs of procuring Replacement Deliverables and any additional expenditure incurred by the Buyer for the rest of the Contract Period. The Buyer will take all reasonable steps to mitigate such additional expenditure.
- b) The Buyer's payment obligations under the terminated Contract stop immediately.
- c) Accumulated rights of the Parties are not affected.
- d) The Supplier must promptly delete or return the Government Data except where required to retain copies by Law.
- e) The Supplier must promptly return any of the Buyer's property provided under the terminated Contract.
- f) The Supplier must, at no cost to the Buyer, co-operate fully in the handover and re-procurement (including to a Replacement Supplier).

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- g) The Supplier must repay to the Buyer all the Charges that it has been paid in advance for Deliverables that it has not provided as at the date of termination or expiry.
- h) the Supplier must cease all use of all the Buyer's Intellectual Property Rights, generated Intellectual Property Rights, and any trade mark and shall return or destroy as the Buyer requires, all documents and materials (including those in electronic format) incorporating or referring to the same)
- i) the Supplier shall return all Personal Data or destroy or dispose of it in a secure manner (regardless of form and whether computerised or physical) and in accordance with any specific instructions issued by the Buyer, where the Buyer is the Data Controller and delete existing copies unless the Law requires storage of Personal Data and/or unless the Supplier is required to retain the Personal Data by Law.

14.5.2 If either Party terminates the Contract under Clause Either party can partially or fully terminate the Contract if the provision of the Deliverables is materially affected by a Force Majeure Event which lasts for 90 days continuously.:

- a) each party must cover its own Losses; and
- b) Clauses 14.5.1b) to 14.5.1h) applies.

14.6 When the Supplier can end the Contract

14.6.1 The Supplier can issue a Reminder Notice if the Buyer does not pay an undisputed invoice on time. The Supplier can terminate the Contract if the Buyer fails to pay an undisputed invoiced sum due and worth over 10% of the total Contract Value within 30 days of the date of the Reminder Notice.

14.6.2 The Supplier also has the right to terminate the Contract in accordance with Clauses 24.3 and 27.5.

14.6.3 Where the Buyer terminates the Contract under Clause 14.3 or the Supplier terminates the Contract under Clause 14.6.1 or 27.5.

- a) the Buyer must promptly pay all outstanding Charges incurred to the Supplier;
- b) the Buyer must pay the Supplier reasonable committed and unavoidable Losses as long as the Supplier provides a fully itemised and costed schedule with evidence – the maximum value of this payment is limited to the total sum payable to the Supplier if the Contract had not been terminated; and
- c) Clauses 14.5.1b) to 14.5.1h) apply.

14.7 Partially ending and suspending the contract

14.7.1 Where the Buyer has the right to terminate the Contract it can terminate or suspend (for any period), all or part of it by giving three (3) months' notice. If the Buyer suspends the Contract it can provide the Deliverables itself or buy them from a third party.

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- 14.7.2 The Buyer can only partially terminate or suspend the Contract if the remaining parts of the Contract can still be used to effectively deliver the intended purpose.
- 14.7.3 The Parties must agree any necessary Variation required by this Clause 14.7 using the Variation Procedure, but the Supplier may not either:
 - a) reject the Variation; or
 - b) increase the Charges, except where the right to partial termination is under Clause 14.3.
- 14.7.4 The Buyer can still use other rights available, or subsequently available to it if it acts on its rights under this Clause 14.7.

15. How much you can be held responsible for

- 15.1 The Supplier's total aggregate liability in each Contract Year under the Contract (whether in tort, contract or otherwise) shall be equivalent to the relevant Required Insurance for Third Party Public and Product Liability Insurance, as set out in the Annex to Schedule 22 (Insurance)
- 15.2 Neither Party is liable to the other for:
 - 15.2.1 any indirect Losses or consequential Losses; and
 - 15.2.2 Loss of profits, turnover, savings, business opportunities or damage to goodwill (in each case whether direct or indirect).
- 15.3 In spite of Clause 15.1, neither Party limits or excludes any of the following:
 - 15.3.1 its liability for death or personal injury caused by its negligence, or that of its employees, agents or Subcontractors;
 - 15.3.2 its liability for bribery or fraud or fraudulent misrepresentation by it or its employees; and
 - 15.3.3 any liability that cannot be excluded or limited by Law.
- 15.4 In spite of Clause 15.1, the Supplier does not limit or exclude its liability for any indemnity given under Clauses 4.17, 7.5, 9.3, 10.2 16.3 or Schedule 7 (Staff Transfer) of the Contract.
- 15.5 In spite of Clause 15.1, but subject to Clauses 15.2 and 15.3, the Supplier's total aggregate liability in each Contract Year under Clause 18.8.5 is no more than the Data Protection Liability Cap.
- 15.6 Each Party must use all reasonable endeavours to mitigate any Loss or damage which it suffers under or in connection with the Contract, including any indemnities.
- 15.7 When calculating the Supplier's liability under Clause 15.1 the following items will not be taken into consideration:
 - 15.7.1 Deductions; and
 - 15.7.2 any items specified in Clause 15.4.

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- 15.8 If more than one Supplier is party to the Contract, each Supplier Party is fully responsible for both their own liabilities and the liabilities of the other Suppliers.

16. Obeying the law

- 16.1 The Supplier shall comply with the provisions of Schedule 26 (Sustainability) and Schedule 31 (Buyer Specific Terms)).
- 16.2 The Supplier shall comply with the provisions of:
- 16.2.1 the Official Secrets Acts 1911 to 1989; and
- 16.2.2 section 182 of the Finance Act 1989.
- 16.3 The Supplier indemnifies the Buyer against any costs resulting from any Default by the Supplier relating to any applicable Law.
- 16.4 The Supplier must appoint a Compliance Officer who must be responsible for ensuring that the Supplier complies with Law, Clause 16.1 and Clauses 31 to 36.

17. Insurance

- 17.1 The Supplier must, at its own cost, obtain and maintain the Required Insurances in Schedule 22 (Insurance Requirements).

18. Data protection

- 18.1 The Supplier must process Personal Data and ensure that Supplier Staff process Personal Data only in accordance with Schedule 20 (Processing Data).
- 18.2 The Supplier must not remove any ownership or security notices in or relating to the Government Data.
- 18.3 The Supplier shall perform secure back-ups of all Government Data and shall ensure that up-to-date back-ups are stored off-site in accordance with the Business Continuity Plan. The Supplier shall ensure that such back-ups are available to the Buyer at all times upon request. Confirmation that secure back-ups have been performed in accordance with the Buyer's requirements as specified in this Clause 18.3 shall be provided to the Buyer no less than every three (3) Months.
- 18.4 The Supplier must ensure that any Supplier system holding any Government Data, including back-up data, is a secure system that complies with the Security Policies and Standards detailed in Schedule 16.
- 18.5 If at any time the Supplier suspects or has reason to believe that the Government Data is corrupted, lost or sufficiently degraded, then the Supplier must immediately notify the Buyer and suggest remedial action.
- 18.6 If the Government Data is corrupted, lost or sufficiently degraded so as to be unusable the Buyer may either or both:
- 18.6.1 tell the Supplier to restore or get restored Government Data as soon as practical but no later than 5 Working Days from the date that the

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- Buyer receives notice, or the Supplier finds out about the issue, whichever is earlier; and
- 18.6.2 restore the Government Data itself or using a third party.
- 18.7 The Supplier must pay each Party's reasonable costs of complying with Clause 18.6 unless the Buyer is entirely at fault.
- 18.8 The Supplier:
- 18.8.1 must provide the Buyer with all Government Data in an agreed open format within 10 Working Days of a written request;
- 18.8.2 must have documented processes to guarantee prompt availability of Government Data if the Supplier stops trading;
- 18.8.3 must securely destroy all Storage Media that has held Government Data at the end of life of that media using Good Industry Practice;
- 18.8.4 securely erase all Government Data and any copies it holds when asked to do so by the Buyer unless required by Law to retain it; and
- 18.8.5 indemnifies the Buyer against any and all Losses incurred if the Supplier breaches Clause 18 or any Data Protection Legislation.
- 18.9 The Supplier shall and shall procure that any Subcontractor (as applicable) shall, comply with the Buyer's Security Requirements. The Buyer's Security Requirements include, but are not limited to, requirements regarding the confidentiality, integrity and availability of Buyer Assets, the Buyer's Systems Environment, and the Supplier's Systems Environment.
- 18.10 The Supplier shall ensure that its Staff comply with the Buyer's Security Requirements.
- 18.11 The Supplier shall not store, copy, disclose, or use the Government Data except as necessary for the performance by the Supplier of its obligations under this Contract or as otherwise expressly authorised in writing by the Buyer.
- 18.12 The Supplier shall take responsibility for preserving the integrity of Government Data and preventing the corruption or loss of that data.
- 18.13 If the Supplier goes into Liquidation or the Contract is terminated by the Buyer pursuant to the provisions of the Contract relating to termination on insolvency in accordance with Clause 14.4.1a), the Supplier (or a liquidator or provisional liquidator acting on behalf of the Supplier) shall at its own cost and at no cost to the Buyer:
- 18.13.1 conduct a full and thorough search for any electronic and paper records held by the Supplier which contain Government Data/Information/Information [relating to a customer/service user]; in accordance with the Buyer instructions;
- 18.13.2 return all such records as described in Clause 18.13.1 to the Buyer in accordance with their instructions;
- 18.13.3 permanently destroy all copies of any relevant electronic records; and

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18.13.4 provide written confirmation to the Buyer that the actions outlined above in this Clause have been completed.

- 18.14 In the event of a Subcontractor being in Liquidation then it is the responsibility of the Supplier to recover records held by the Subcontractor and provide assurance to the Buyer that they have been recovered.
- 18.15 If the Supplier is put into administration the Buyer will work closely with the administrator to ensure the Supplier is able to maintain Buyer and other records they have created and held in accordance with this Contract and maintain these standards in the safekeeping of Government Data. All such records must be stored in accordance with Buyer information assurance and HMG Cabinet Office information security standards.

<https://www.gov.uk/government/publications/security-policy-framework/hmg-security-policy-framework>

19. What you must keep confidential

- 19.1 Each Party must keep all Confidential Information it receives confidential and secure;
- 19.1.1 not disclose, use or exploit the Disclosing Party's Confidential Information without the Disclosing Party's prior written consent, except for the purposes anticipated under the Contract; and
- 19.1.2 immediately notify the Disclosing Party if it suspects unauthorised access, copying, use or disclosure of the Confidential Information.
- 19.2 In spite of Clause 19.1, a Party may disclose Confidential Information which it receives from the Disclosing Party in any of the following instances:
- 19.2.1 where disclosure is required by applicable Law, a regulatory body or a court with the relevant jurisdiction if the Recipient Party notifies the Disclosing Party of the full circumstances, the affected Confidential Information and extent of the disclosure;
- 19.2.2 if the Recipient Party already had the information without obligation of confidentiality before it was disclosed by the Disclosing Party;
- 19.2.3 if the information was given to it by a third party without obligation of confidentiality;
- 19.2.4 if the information was in the public domain at the time of the disclosure;
- 19.2.5 if the information was independently developed without access to the Disclosing Party's Confidential Information;
- 19.2.6 on a confidential basis, to its auditors or for the purpose of regulatory requirements;
- 19.2.7 on a confidential basis, to its professional advisers on a need-to-know basis; and
- 19.2.8 to the Serious Fraud Office where the Recipient Party has reasonable grounds to believe that the Disclosing Party is involved in activity that may be a criminal offence under the Bribery Act 2010.

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- 19.3 The Supplier may disclose Confidential Information on a confidential basis to Supplier Staff on a need-to-know basis to allow the Supplier to meet its obligations under the Contract. The Supplier Staff must enter into a direct confidentiality agreement with the Buyer at its request.
- 19.4 The Buyer may disclose Confidential Information in any of the following cases:
 - 19.4.1 on a confidential basis to the employees, agents, consultants, professional advisers, contractors of the Buyer, supplier or other person engaged by the Buyer, including but not limited to any person conducting a Cabinet Officer gateway review;;
 - 19.4.2 on a confidential basis to any other Crown Body, any successor body to a Crown Body or any company that the Buyer transfers or proposes to transfer all or any part of its business to;
 - 19.4.3 if the Buyer (acting reasonably) considers disclosure necessary or appropriate to carry out its public functions;
 - 19.4.4 where requested by Parliament; and
 - 19.4.5 under Clauses 8.2.1d) and 20.
 - 19.4.6 on a confidential basis for the purpose of the exercise of its rights under the Contract, including (but not limited to) for auditing purposes, to a body to novate, assign or dispose of its rights under the Contract, to a Replacement Supplier and for the purpose of the examination and certification of the Buyer's accounts; or
 - 19.4.7 for any examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Buyer has used its resources.
- 19.5 For the purposes of Clauses 19.2 - 19.4 references to disclosure on a confidential basis means disclosure under a confidentiality agreement or arrangement including terms as strict as those required in Clause 19.
- 19.6 Transparency Information and any Information which is exempt from disclosure by Clause 20 is not Confidential Information.
- 19.7 The Supplier must not make any press announcement or publicise the Contracts or any part of them in any way, without the prior written consent of the Buyer and must use all reasonable endeavours to ensure that Supplier Staff do not either.
- 19.8 The Supplier shall not, and shall procure that the Supplier Staff do not, use any of the Buyer's Confidential Information received otherwise than for the purposes of this Contract.
- 19.9 At the written request of the Buyer, the Supplier shall procure that members of Supplier Staff or such professional advisors or consultants identified by the Buyer give a confidentiality undertaking before commencing any work in accordance with this Contract.

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20. When you can share information

- 20.1 The Supplier shall and shall procure that its Subcontractors shall tell the Buyer within two (2) Working Days of receipt, if it receives a Request For Information.
- 20.2 In accordance with a reasonable timetable and in any event within five (5) Working Days of a request from the Buyer shall and shall that procure that its Sub-contractors shall, give the Buyer full co-operation and information needed to that Buyer can;
 - 20.2.1 Publish the Transparency Information; and
 - 20.2.2 Comply with the Request for Information
 - 20.2.3 Comply with any Environmental Information Regulations (EIR) request.
- 20.3 In no event shall the Supplier respond directly to a Request for Information unless expressly authorised to do so in writing by the Buyer.
- 20.4 To the extent that it is allowed and practical to do so, the Buyer will use reasonable endeavours to notify the Supplier of a FOIA request and may talk to the Supplier to help it decide whether to publish information under Clause 20.1. However, the extent, content and format of the disclosure is the Buyer's decision in its absolute discretion.
- 20.5 The Supplier acknowledges that the Buyer may, acting in accordance with the Department for Constitutional Affairs' Code of Practice on the Discharge of the Functions of Public Authorities under section 45 of FOIA ("the Code"), be obliged under the FOIA, or the Environmental Information Regulations to disclose information concerning the Supplier or the Services:-
 - 20.5.1 in certain circumstances without consulting the Supplier; or
 - 20.5.2 following consultation with the Supplier and having taken their views into account.
- 20.6 Where Clause 20.4 applies the Buyer shall, in accordance with any recommendations of the Code, take reasonable steps, where appropriate, to give the Supplier advance notice, or failing that, to draw the disclosure to the Supplier's attention after any such disclosure.
- 20.7 The Supplier shall ensure that all Information is retained for disclosure and shall permit the Buyer to inspect such records as requested from time to time.
- 20.8 The Supplier acknowledges that the Commercially Sensitive Information listed in Schedule 5 (Commercially Sensitive Information) is of indicative value only and that the Buyer may be obliged to disclose it in accordance with Clause 20.4 and/or any other legal requirement.

21. Invalid parts of the contract

- 21.1 If any part of the Contract is prohibited by Law or judged by a court to be unlawful, void or unenforceable, it must be read as if it was removed from the Contract as much as required and rendered ineffective as far as possible without affecting the rest of the Contract, whether it's valid or enforceable.

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- 21.2 If any removal under Clause 21.1 is so fundamental that it prevents the purpose of the Contract from being achieved or it materially changes the balance of risk and rewards between the Parties, either Party may give notice to the other Party requiring the Parties to commence good faith negotiations to rectify these issues and to amend the Contract accordingly so that, as amended, it is valid and enforceable, preserves the balance of risks and rewards in this Contract and, to the extent that it is reasonably possible, achieves the Parties' original commercial intention.
- 21.3 If the Parties cannot agree on what amendments are required within 5 Working Days, the matter will be dealt with via commercial negotiation as set out in Clause 39.2 and, if there is no resolution within 30 Working Days of the matter being referred, the Contract will terminate automatically and immediately with costs lying where they fall.

22. No other terms apply

- 22.1 The provisions incorporated into the Contract are the entire agreement between the Parties. The Contract replaces all previous statements, or agreements whether written or oral. No other provisions apply.

23. Other people's rights in the Contract

- 23.1 No third parties may use the Contracts (Rights of Third Parties) Act (CRTPA) to enforce any term of the Contract unless stated (referring to CRTPA) in the Contract. This does not affect third party rights and remedies that exist independently from CRTPA.

24. Circumstances beyond your control

- 24.1 Any Party affected by a Force Majeure Event is excused from performing its obligations under the Contract while the inability to perform continues, if it both:
 - 24.1.1 provides a Force Majeure Notice to the other Party; and
 - 24.1.2 uses all reasonable measures practical to reduce the impact of the Force Majeure Event.
- 24.2 Any failure or delay by the Supplier to perform its obligations under this Contract that is due to a failure or delay by an agent, Subcontractor or supplier will only be considered a Force Majeure Event if that third party is itself prevented from complying with an obligation to the Supplier due to a Force Majeure Event.
- 24.3 Either party can partially or fully terminate the Contract if the provision of the Deliverables is materially affected by a Force Majeure Event which lasts for 90 days continuously.

25. Relationships created by the contract

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

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26. Giving up contract rights

- 26.1 The failure of either Party to insist upon strict performance of any provision of the Contract, or the failure of either Party to exercise, or any delay in exercising, any right or remedy shall not constitute a waiver of that right or remedy and shall not diminish or affect any other cause a diminution of the obligations established by the Contract.
- 26.2 No waiver shall be effective unless it is expressly stated to be a waiver and communicated to the other Party in writing in accordance with Clause 29 (How to communicate about the Contract).
- 26.3 A waiver of any right or remedy arising from a breach of the Contract shall not constitute a waiver of any right or remedy arising from any other or subsequent breach of the Contract.

27. Transferring responsibilities

- 27.1 The Supplier cannot assign, novate or in any other way dispose of the Contract or any part of it without the Buyer's written consent.
- 27.2 Subject to Schedule 27 (Key Subcontractors), the Supplier cannot Sub-Contract the Contract or any part of it without the Buyer's prior written consent. Sub-Contracting any part of the Contract shall not relieve the Supplier of any of its obligations or duties under the Contract. The Supplier shall provide the Buyer with information about the Subcontractor as it reasonably requests. The decision of the Buyer to consent or not will not be unreasonably withheld or delayed. If the Buyer does not communicate a decision to the Supplier within ten (10) Working Days of the request for consent then its consent will be deemed to have been given. The Buyer may reasonably withhold its consent to the appointment of a Subcontractor if it considers that:
 - 27.2.1 the appointment of a proposed Subcontractor may prejudice the provision of the Deliverables or may be contrary to its interests;
 - 27.2.2 the proposed Subcontractor is unreliable and/or has not provided reliable goods and or reasonable services to its other customers; and/or
 - 27.2.3 the proposed Subcontractor employs unfit persons.
- 27.3 The Buyer can assign, novate or transfer its Contract or any part of it to any Crown Body, public or private sector body which performs the functions of the Buyer.
- 27.4 When the Buyer uses its rights under Clause 27.3 the Supplier must enter into a novation agreement in the form that the Buyer specifies.
- 27.5 The Supplier can terminate the Contract novated under Clause 27.3 to a private sector body that is experiencing an Insolvency Event.
- 27.6 The Supplier remains responsible for all acts and omissions of the Supplier Staff as if they were its own.
- 27.7 If at any time the Buyer asks the Supplier for details about Subcontractors, the Supplier must provide details of Subcontractors at all levels of the supply

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chain as soon as reasonably practicable and in any event within ten (10) Working Days including:

- 27.7.1 their name;
- 27.7.2 the scope of their appointment;
- 27.7.3 the duration of their appointment; and
- 27.7.4 a copy of the Sub-Contract.

- 27.8 Any change in the legal status of the Buyer such that it ceases to be a Crown Body shall not affect the validity of the Contract. In such circumstances, the Contract shall continue in full force and effect for bind and inure to the benefit of any successor body to the Buyer.
- 27.9 The Buyer may disclose to any transferee to whom it assigns, novates or transfers the Contract, or any part of it, under Clause 27.3, any Confidential Information of the Supplier which relates to the performance of the Supplier's obligations under the Contract. In such circumstances the Buyer shall authorise the transferee to use such Confidential Information only for purposes relating to the performance of the Supplier's obligations under the Contract and for no other purpose and shall take all reasonable steps to ensure that the transferee gives a confidentiality undertaking in relation to such Confidential Information.

28. Changing the contract

- 28.1 The Parties shall comply with the obligations set out in Schedule 21 (Variation) in respect of all Variations and/or Operational Changes, and for the avoidance of doubt no amendments shall be made to the Contract unless they are in writing and made in accordance with the Variation Procedure.
- 28.2 The Supplier shall neither be relieved of its obligations to supply the Services in accordance with the Contract nor be entitled to an increase in the Contract Price as a result of:-
 - 28.2.1 a General Change in Law; or; or
 - 28.2.2 a Specific Change in Law where the effect of that Specific Change in Law on the Services is reasonably foreseeable at the Commencement Date.
 - 28.2.3 a change in guidance and/or best practice as set out by the Information Commissioner's Office.
- 28.3 If a Specific Change in Law occurs or will occur during the Contract Period (other than as referred to in Clause 28.2.2 , the Supplier shall:
 - 28.3.1 notify the Buyer as soon as is reasonably practicable of the likely effects of that Specific Change in Law, including;
 - a) whether a Variation is required, including to the Services, the Contract Price and/or any other part of this Contract; and
 - b) whether any relief from the Supplier's obligations is required, including an obligation to meet a KPI; and

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28.3.2 provide the Buyer with evidence:)

- a) that the Supplier has minimised any increase in costs or maximised any reduction in costs, including in respect of the costs of its Subcontractor(s);
- b) as to how the Specific Change in Law has affected the cost of providing the Services;
- c) demonstrating that any expenditure that has been avoided has been taken into account in amending the Contract Price.

28.4 The Parties acknowledge and agree that no Variation or Operational Change may be made to this Contract which has the effect of:-

28.4.1 rendering this Contract materially different in character from the original terms of this Contract as at the original signature date of this Contract;

28.4.2 changing the economic balance of this Contract in favour of the Supplier in a manner which is not provided for in this Contract as at the signature date of this Contract; and/or

28.4.3 extending the scope of this Contract substantially.

28.5 Any Variation required as a result of a General Change in Law shall be made by the Buyer to the Contract without the requirement to be made through the Change Control Procedure..

29. How to communicate about the contract

29.1 Except as otherwise expressly provided within this Contract, no notice or other communication from one Party to the other shall have any validity under this Contract unless made in writing by or on behalf of the Party concerned.

29.2 Any notice or other communication which is to be given by either Party to the other shall be given by electronic mail or by letter (such letter may be delivered by hand or sent by registered post or recorded delivery). Provided the relevant communication is not returned as undelivered, the notice or communication shall be deemed to have been given two (2) Working Days after the day on which the letter was posted, or four (4) hours, in the case of electronic mail or sooner where the other Party acknowledges receipt of such letters, or item of electronic mail. Such letters shall be addressed to the other Party in the manner referred to in Clause 29.4.

29.3 This clause does not apply to the service of legal proceedings or any documents in any legal action, arbitration or dispute resolution.

29.4 For the purposes of Clause 29.2, the address of each Party shall be:

For the Buyer:

Address: As set out in the Award Form

For the attention of:

Email:

For the Supplier:

Address: As set out in the Award Form

For the attention of:

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Email: [REDACTED]

30. Dealing with claims

- 30.1 If a Beneficiary is notified of a Claim then it must notify the Indemnifier as soon as reasonably practical and no later than 10 Working Days.
- 30.2 At the Indemnifier's cost the Beneficiary must both:
 - 30.2.1 allow the Indemnifier to conduct all negotiations and proceedings to do with a Claim; and
 - 30.2.2 give the Indemnifier reasonable assistance with the claim if requested.
- 30.3 The Beneficiary must not make admissions about the Claim without the prior written consent of the Indemnifier which cannot be unreasonably withheld or delayed.
- 30.4 The Indemnifier must consider and defend the Claim diligently using competent legal advisors and in a way that doesn't damage the Beneficiary's reputation.
- 30.5 The Indemnifier must not settle or compromise any Claim without the Beneficiary's prior written consent which it must not unreasonably withhold or delay.
- 30.6 Each Beneficiary must use all reasonable endeavours to minimise and mitigate any losses that it suffers because of the Claim.
- 30.7 If the Indemnifier pays the Beneficiary money under an indemnity and the Beneficiary later recovers money which is directly related to the Claim, the Beneficiary must immediately repay the Indemnifier the lesser of either:
 - 30.7.1 the sum recovered minus any legitimate amount spent by the Beneficiary when recovering this money; and
 - 30.7.2 the amount the Indemnifier paid the Beneficiary for the Claim.

31. Preventing fraud, bribery and corruption

- 31.1 The Supplier must not during the Contract Period:
 - 31.1.1 commit a Prohibited Act or any other criminal offence in the Regulations 57(1) and 57(2);
 - 31.1.2 do or allow anything which would cause the Buyer, including any of their employees, consultants, contractors, Subcontractors or agents to breach any of the Relevant Requirements or incur any liability under them.
- 31.2 The Supplier must during the Contract Period:
 - 31.2.1 create, maintain and enforce adequate policies and procedures to ensure it complies with the Relevant Requirements to prevent a Prohibited Act and require its Subcontractors to do the same;
 - 31.2.2 keep full records to show it has complied with its obligations under this Clause 31 and give copies to the Buyer on request; and

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- 31.2.3 if required by the Buyer, within 20 Working Days of the Start Date of the Contract, and then annually, certify in writing to the Buyer, that they have complied with this Clause 31, including compliance of Supplier Staff, and provide reasonable supporting evidence of this on request, including its policies and procedures.
- 31.3 The Supplier must immediately notify the Buyer if it becomes aware of any breach of Clause 0 or has any reason to think that it, or any of the Supplier Staff, have either:
 - 31.3.1 been investigated or prosecuted for an alleged Prohibited Act;
 - 31.3.2 been debarred, suspended, proposed for suspension or debarment, or are otherwise ineligible to take part in procurement programmes or contracts because of a Prohibited Act by any government department or agency;
 - 31.3.3 received a request or demand for any undue financial or other advantage of any kind related to the Contract; and
 - 31.3.4 suspected that any person or Party directly or indirectly related to the Contract has committed or attempted to commit a Prohibited Act.
- 31.4 If the Supplier notifies the Buyer as required by Clause 31.3, the Supplier must respond promptly to their further enquiries, co-operate with any investigation and allow the Audit of any books, records and relevant documentation.
- 31.5 If the Supplier is in Default under Clause The Supplier must not during the Contract Period: the Buyer may:
 - 31.5.1 require the Supplier to remove any Supplier Staff from providing the Deliverables if their acts or omissions have caused the Default; and
 - 31.5.2 immediately terminate this agreement.
- 31.6 In any notice the Supplier gives under Clause 31.4 it must specify the:
 - 31.6.1 Prohibited Act;
 - 31.6.2 identity of the Party who it thinks has committed the Prohibited Act; and
 - 31.6.3 action it has decided to take.
- 31.7 The Supplier must comply with the requirements of Schedule 31 (Buyer Specific Terms) in respect of the prevention of fraud, bribery and corruption.

32. Equality, diversity and human rights

- 32.1 The Supplier must follow all applicable equality Law when they perform their obligations under the Contract, including:
 - 32.1.1 not to unlawfully discriminate either directly or indirectly on such grounds as age, disability, gender reassignment, marriage and civil partnerships, pregnancy and maternity, race, religion or belief, sex or sexual orientation and without prejudice to the generality of the foregoing the Supplier shall not unlawfully discriminate within the meaning and scope of the Equality Act 2010 or other relevant or

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equivalent legislation, or any statutory modification or re-enactment thereof; and

32.1.2 any other requirements and instructions which the Buyer reasonably imposes related to equality Law.

32.2 The Supplier shall comply with the provisions of the Human Rights Act 1998.

32.3 The Supplier shall take all reasonable steps to secure the observance of Schedule 31 (Buyer Specific Terms).

33. Health and safety

32.1 The Supplier must perform its obligations meeting the requirements of:

33.1.1 all applicable Law regarding health and safety; and

33.1.2 the Buyer's current health and safety policy while at the Buyer's Premises, as provided to the Supplier.

33.2 The Supplier must as soon as possible notify the Buyer of any health and safety incidents or material hazards they're aware of at the Buyer Premises that relate to the performance of the Contract, including but not limited to where such incident causes any personal injury or damage to property which could give rise to personal injury.

33.3 The Supplier shall ensure that its health and safety policy statement (as required by the Health and Safety at Work Act etc.1974) is made available to the Buyer on request.

34. Environment

34.1 In delivering the Service, the Supplier must perform its obligations under the Buyer's environmental requirements and comply with the Buyer's requirements set out in Schedule 31 (Buyer Specific Terms).

34.2 The Supplier must ensure that Supplier Staff are aware of the Buyer's Environmental Policy.

35. Tax

35.1 The Supplier must not breach any tax or social security obligations and must enter into a binding agreement to pay any late contributions due, including where applicable, any interest or any fines. The Buyer cannot terminate this Contract where the Supplier has not paid a minor tax or social security contribution.

35.2 If an Occasion of Tax Non-Compliance occurs, the Supplier must notify the Buyer of it within five (5) Working Days including:

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

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

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- 35.3 Where the Supplier or any Supplier Staff are liable to be taxed or to pay National Insurance contributions in the UK relating to payment received under the Contract, the Supplier must both:
- 35.4 comply with the Income Tax (Earnings and Pensions) Act 2003 and all other statutes and regulations relating to income tax, the Social Security Contributions and Benefits Act 1992 (including IR35) and National Insurance contributions; and
- 35.5 indemnify the Buyer against any Income Tax, National Insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made during or after the Contract Period in connection with the provision of the Deliverables by the Supplier or any of the Supplier Staff.
- 35.6 If any of the Supplier Staff are Workers who receive payment relating to the Deliverables, then the Supplier must ensure that its contract with the Worker contains the following requirements:
- 35.7 the Buyer may, at any time during the Contract Period, request that the Worker provides information which demonstrates they comply with Clause 35.4, or why those requirements do not apply, the Buyer can specify the information the Worker must provide and the deadline for responding;
- 35.8 the Worker's contract may be terminated at the Buyer's request if the Worker fails to provide the information requested by the Buyer within the time specified by the Buyer;
- 35.9 the Worker's contract may be terminated at the Buyer's request if the Worker provides information which the Buyer considers isn't good enough to demonstrate how it complies with Clause 35.4 or confirms that the Worker is not complying with those requirements; and
- 35.10 the Buyer may supply any information they receive from the Worker to HMRC for revenue collection and management.

36. Conflict of interest

- 36.1 The Supplier must take action to ensure that neither the Supplier nor the Supplier Staff are placed in the position of an actual, potential or perceived Conflict of Interest.
- 36.2 The Supplier must promptly notify and provide details to the Buyer if an actual, potential or perceived Conflict of Interest happens or is expected to happen.
- 36.3 The Buyer will consider whether there are any appropriate measures that can be put in place to remedy an actual, perceived or potential Conflict of Interest. If, in the reasonable opinion of the Buyer, such measures do not or will not resolve an actual or potential Conflict of Interest, the Buyer may terminate its Contract immediately by giving notice in writing to the Supplier where there is or may be an actual or potential Conflict of Interest.
- 36.4 The actions of the Buyer pursuant to this Clause shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereafter accrue to the Buyer.

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36.5 This Clause 36 shall apply for the duration of this Contract and for a period of two (2) years after its termination.

37. Reporting a breach of the contract

37.1 As soon as it is aware of it the Supplier and Supplier Staff must report to the Buyer any actual or suspected breach of:

37.1.1 Law;

37.1.2 Clause 16.1; and

37.1.3 Clauses 31 to 36.

37.2 The Supplier must not retaliate against any of the Supplier Staff who in good faith reports a breach listed in Clause 37.1 to the Buyer or a Prescribed Person.

38. Further Assurances

38.1 Each Party will, at the request and cost of the other Party, do all things which may be reasonably necessary to give effect to the meaning of this Contract.

39. Resolving disputes

39.1 The Parties shall resolve Disputes arising out of or in connection with this Contract in accordance with the Dispute Resolution Procedure set out in Schedule 38 (Dispute Resolution).

39.2 The Supplier shall continue to provide the Services in accordance with the terms of this Contract until a Dispute has been resolved.

40. Which law applies

40.1 This Contract and any issues or Disputes arising out of, or connected to it, are governed by English law.

41. Cumulative Remedies

41.1 Except as otherwise expressly provided for by the Contract, all remedies available to either Party for breach of the Contract are cumulative and may be exercised concurrently or separately. The exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.

42. Counterparts

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

Schedule 1 (Definitions)

1. Definitions

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

Schedule 1 (Definitions), Crown Copyright 2023,

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

between 20% and 50% of the voting rights and exercises a degree of control sufficient for the undertaking to be treated as an associate under generally accepted accounting principles;

"Audit"

the Buyer's right to:

- (a) verify the integrity and content of any Financial Report;
- (b) verify the accuracy of the Charges and any other amounts payable by the Buyer under a Contract (including proposed or actual variations to them in accordance with this Contract);
- (c) verify the costs of the Supplier (including the costs of all Subcontractors and any third party suppliers) in connection with the provision of the Services;
- (d) verify the Open Book Data;
- (e) verify the Supplier's and each Subcontractor's compliance with the applicable Law;
- (f) identify or investigate actual or suspected breach of Clauses 3 to 37 and/or Schedule 26 (Sustainability), impropriety or accounting mistakes or any breach or threatened breach of security and in these circumstances the Buyer shall have no obligation to inform the Supplier of the purpose or objective of its investigations;
- (g) identify or investigate any circumstances which may impact upon the financial stability of the Supplier, any Guarantor, and/or any Subcontractors or their ability to provide the Deliverables;
- (h) obtain such information as is necessary to fulfil the Buyer's obligations to supply information for parliamentary, ministerial, judicial or administrative purposes including the supply of information to the Comptroller and Auditor General;
- (i) review any books of account and the internal contract management accounts kept by the Supplier in connection with this Contract;

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	(j)	carry out the Buyer's internal and statutory audits and to prepare, examine and/or certify the Buyer's annual and interim reports and accounts;
	(k)	enable the National Audit Office to carry out an examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Buyer has used its resources;
"Auditor"	(a)	the Buyer's internal and external auditors;
	(b)	the Buyer's statutory or regulatory auditors;
	(c)	the Comptroller and Auditor General, their staff and/or any appointed representatives of the National Audit Office;
	(d)	HM Treasury or the Cabinet Office;
	(e)	any party formally appointed by the Buyer to carry out audit or similar review functions; and
	(f)	successors or assigns of any of the above;
"Award Form"		the document outlining the Incorporated Terms and crucial information required for this Contract, to be executed by the Supplier and the Buyer;
"Beneficiary"		a Party having (or claiming to have) the benefit of an indemnity under this Contract;
"Buyer"		the public sector purchaser identified as such in the Order Form;
"Buyer Assets"		the Buyer's infrastructure, data, software, materials, assets, equipment or other property owned by and/or licensed or leased to the Buyer and which is or may be used in connection with the provision of the Deliverables which remain the property of the Buyer throughout the term of this Contract;
"Buyer Authorised Representative"		the representative appointed by the Buyer from time to time in relation to this Contract initially identified in the Award Form;
"Buyer Cause"		has the meaning given to it in the Award Form;
"Buyer Existing IPR"		means any and all IPR that are owned by or licensed to the Buyer, and where the Buyer is a Crown Body, any Crown IPR, and which are or

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	have been developed independently of this Contract (whether prior to the Effective Date or otherwise) but excluding Buyer Software;
"Buyer Premises"	premises owned, controlled or occupied by the Buyer which are made available for use by the Supplier or its Subcontractors for the provision of the Deliverables (or any of them);
"Buyer Property"	the property, other than real property and IPR, including the Buyer System, any equipment issued or made available to the Supplier by the Buyer in connection with this Contract;
"Buyer Software"	any software which is owned by or licensed to the Buyer and which is or will be used by the Supplier for the purposes of providing the Deliverables;
"Buyer System"	the Buyer's computing environment (consisting of hardware, software and/or telecommunications networks or equipment) used by the Buyer or the Supplier in connection with this Contract which is owned by or licensed to the Buyer by a third party and which interfaces with the Supplier System or which is necessary for the Buyer to receive the Deliverables;
"Buyer Third Party"	means any supplier to the Buyer (other than the Supplier), which is notified to the Supplier from time to time;
"Buyer's Confidential Information"	<p>(a) all Personal Data and any information, however it is conveyed, that relates to the business, affairs, developments, property rights, trade secrets, Know-How and IPR of the Buyer (including all Buyer Existing IPR and New IPR);</p> <p>(b) any other information clearly designated as being confidential (whether or not it is marked "confidential") or which ought reasonably be considered confidential which comes (or has come) to the Buyer's attention or into the Buyer's possession in connection with this Contract; and</p> <p>information derived from any of the above;</p>
"Change in Law"	any change in Law which impacts on the supply of the Deliverables and performance of this Contract which comes into force after the Effective Date;

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"Change of Control"	a change of control within the meaning of Section 450 of the Corporation Tax Act 2010;
"Change request Form"	the form set out in Schedule 21 (Variation Form);
"Charges"	the prices (exclusive of any applicable VAT), payable to the Supplier by the Buyer under this Contract, as set out in the Award Form, for the full and proper performance by the Supplier of its obligations under this Contract less any Deductions;
"Claim"	any claim which it appears that a Beneficiary is, or may become, entitled to indemnification under this Contract;
"Commercially Sensitive Information"	the Confidential Information listed in Schedule 5 (Commercially Sensitive Information (if any) comprising of commercially sensitive information relating to the Supplier, its IPR or its business or which the Supplier has indicated to the Buyer that, if disclosed by the Buyer, would cause the Supplier significant commercial disadvantage or material financial loss;
"Comparable Supply"	the supply of Deliverables to another Buyer of the Supplier that are the same or similar to the Deliverables;
"Confidential Information"	<p>a) means any information which has been designated as confidential by either Party in writing or that ought reasonably to be considered as confidential (however it is conveyed or on whatever media it is stored) including information that relates to the business, affairs, developments, trade secrets, know-how, staff and suppliers of the Buyer or the Supplier, including Intellectual Property Rights, together with all information derived from the above, and any other information clearly designated as being confidential (whether or not it is marked as "confidential") or which ought reasonably to be considered to be confidential and the disclosure of which shall be carried out in accordance with Clause 19; and</p> <p>b) means Commercially Sensitive Information</p> <p>;</p>

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"Conflict of Interest"	a conflict between the financial or personal duties of the Supplier or the Supplier Staff and the duties owed to the Buyer under this Contract, in the reasonable opinion of the Buyer;
"Contract"	the contract between the Buyer and the Supplier, which consists of the terms set out and referred to in the Award Form;
"Contract Period"	the term of this Contract from the earlier of the: (a) Start Date; or (b) the Effective Date, until the End Date;
"Contract Value"	the higher of the actual or expected total Charges paid or payable under this Contract where all obligations are met by the Supplier;
"Contract Year"	a consecutive period of twelve (12) Months commencing on the Effective Date or each anniversary thereof;
"Control"	control in either of the senses defined in sections 450 and 1124 of the Corporation Tax Act 2010 and "Controlled" shall be construed accordingly;
"Controller"	has the meaning given to it in the UK GDPR or the EU GDPR as the context requires;
"Core Terms"	the Buyer's terms and conditions which apply to and comprise one part of this Contract set out in the document called "Core Terms" ;
"Costs"	the following costs (without double recovery) to the extent that they are reasonably and properly incurred by the Supplier in providing the Deliverables: (a) the cost to the Supplier or the Key Subcontractor (as the context requires), calculated per Work Day, of engaging the Supplier Staff, including: (i) base salary paid to the Supplier Staff; (ii) employer's National Insurance contributions; (iii) pension contributions;

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- (iv) car allowances;
 - (v) any other contractual employment benefits;
 - (vi) staff training;
 - (vii) work place accommodation;
 - (viii) work place IT equipment and tools reasonably necessary to provide the Deliverables (but not including items included within limb (b) below); and
 - (ix) reasonable recruitment costs, as agreed with the Buyer;
- (b) costs incurred in respect of Supplier Assets which would be treated as capital costs according to generally accepted accounting principles within the UK, which shall include the cost to be charged in respect of Supplier Assets by the Supplier to the Buyer or (to the extent that risk and title in any Supplier Asset is not held by the Supplier) any cost actually incurred by the Supplier in respect of those Supplier Assets;
- (c) operational costs which are not included within (a) or (b) above, to the extent that such costs are necessary and properly incurred by the Supplier in the provision of the Deliverables; and
- (d) Reimbursable Expenses to the extent these have been specified as allowable in the Award Form and are incurred in delivering any Deliverables;

but excluding:

- (a) Overhead;
- (b) financing or similar costs;
- (c) maintenance and support costs to the extent that these relate to maintenance and/or support Deliverables provided beyond the Contract Period whether in relation to Supplier Assets or otherwise;
- (d) taxation;
- (e) fines and penalties;

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	(f) amounts payable under Schedule 12 (Benchmarking) where such Schedule is used; and
	(g) non-cash items (including depreciation, amortisation, impairments and movements in provisions);
"COTS Software" or "Commercial off the shelf Software"	non-customised software where the IPR may be owned and licensed either by the Supplier or a third party depending on the context, and which is commercially available for purchase and subject to standard licence terms;
"Critical Service Level Failure"	has the meaning given to it in the Award Form;
"Crown Body"	the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Government and the Welsh Government), including government ministers and government departments and particular bodies, persons, commissions or agencies from time to time carrying out functions on its behalf;
"Crown IPR"	means any IPR which is owned by or licensed to the Crown, and which are or have been developed independently of this Contract (whether prior to the Effective Date or otherwise);
"CRTPA"	the Contract Rights of Third Parties Act 1999;
"Data Loss Event"	any event that results, or may result, in unauthorised access to Personal Data held by the Processor under this Contract, and/or actual or potential loss and/or destruction of Personal Data in breach of this Agreement, including any Personal Data Breach.
"Data Protection Impact Assessment"	an assessment by the Controller of the impact of the envisaged Processing on the protection of Personal Data;
"Data Protection Legislation"	(i) the UK GDPR, (ii) the DPA 2018 to the extent that it relates to processing of personal data and privacy; (iii) all applicable Law about the processing of personal data and privacy; and (iv) (to the extent that it applies) the EU GDPR;

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"Data Protection Liability Cap"	has the meaning given to it in the Award Form;
"Data Protection Officer"	has the meaning given to it in the UK GDPR or the EU GDPR as the context requires;
"Data Subject"	has the meaning given to it in the UK GDPR or the EU GDPR as the context requires;
"Data Subject Access Request"	a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data;
"Deductions"	all Service Credits, Delay Payments (if applicable), or any other deduction which the Buyer is paid or is payable to the Buyer under this Contract;
"Default"	any breach of the obligations of the Supplier (including abandonment of this Contract in breach of its terms) or any other default (including Material Default), act, omission, negligence or statement of the Supplier, of its Subcontractors or any Supplier Staff howsoever arising in connection with or in relation to the subject-matter of this Contract and in respect of which the Supplier is liable to the Buyer;
"Delay Payments"	the amounts (if any) payable by the Supplier to the Buyer in respect of a delay in respect of a Milestone as specified in the Implementation Plan;
"Deliverables"	Goods, Services or software that may be ordered and/or developed under this Contract including the Documentation;
"Delivery"	delivery of the relevant Deliverable or Milestone in accordance with the terms of this Contract as confirmed and accepted by the Buyer by the either (a) confirmation in writing to the Supplier; or (b) where Schedule 8 (Implementation Plan and Testing) is used issue by the Buyer of a Satisfaction Certificate. "Deliver" and "Delivered" shall be construed accordingly;
"Dependent Parent Undertaking"	means any Parent Undertaking which provides any of its Subsidiary Undertakings and/or Associates, whether directly or indirectly, with any financial, trading, managerial or other assistance of whatever nature, without which the Supplier

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	would be unable to continue the day to day conduct and operation of its business in the same manner as carried on at the time of entering into this Contract, including for the avoidance of doubt the provision of the Services in accordance with the terms of this Contract;
"Disaster"	the occurrence of one or more events which, either separately or cumulatively, mean that the Deliverables, or a material part thereof will be unavailable (or could reasonably be anticipated to be unavailable);
"Disclosing Party"	the Party directly or indirectly providing Confidential Information to the other Party in accordance with Clause 19 (What you must keep confidential);
"Dispute"	any claim, dispute or difference (whether contractual or non-contractual) arising out of or in connection with this Contract or in connection with the negotiation, existence, legal validity, enforceability or termination of this Contract, whether the alleged liability shall arise under English law or under the law of some other country and regardless of whether a particular cause of action may successfully be brought in the English courts;
"Dispute Resolution Procedure"	the dispute resolution procedure set out in Clause 39 (Resolving disputes);
"Documentation"	<p>descriptions of the Services and Service Levels, technical specifications, user manuals, training manuals, operating manuals, process definitions and procedures, system environment descriptions and all such other documentation (whether in hardcopy or electronic form) is required to be supplied by the Supplier to the Buyer under this Contract as:</p> <ul style="list-style-type: none"> (a) would reasonably be required by a competent third party capable of Good Industry Practice contracted by the Buyer to develop, configure, build, deploy, run, maintain, upgrade and test the individual systems that provide the Deliverables (b) is required by the Supplier in order to provide the Deliverables; and/or

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	(c) has been or shall be generated for the purpose of providing the Deliverables;
"DOTAS"	the Disclosure of Tax Avoidance Schemes rules which require a promoter of tax schemes to tell HMRC of any specified notifiable arrangements or proposals and to provide prescribed information on those arrangements or proposals within set time limits as contained in Part 7 of the Finance Act 2004 and in secondary legislation made under vires contained in Part 7 of the Finance Act 2004 and as extended to National Insurance Contributions;
"DPA 2018"	The Data Protection Act 2018;
"Due Diligence Information"	any information supplied to the Supplier by or on behalf of the Buyer prior to the Effective Date;
"Effective Date"	the date on which the final Party has signed this Contract;
"EIR"	the Environmental Information Regulations 2004;
"Employment Regulations"	the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) as amended or replaced;
"End Date"	the earlier of: <ul style="list-style-type: none"> (a) the Expiry Date as extended by the Buyer under Clause 14.2; or (b) if this Contract is terminated before the date specified in (a) above, the date of termination of this Contract;
"End User"	means a party that is accessing the Deliverables provided pursuant to this Contract (including the Buyer where it is accessing services on its own account as a user);
"Environmental Policy"	to conserve energy, water, wood, paper and other resources, reduce waste and phase out the use of ozone depleting substances and minimise the release of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment, including any written environmental policy of the Buyer;

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"Equality and Human Rights Commission"	the UK Government body named as such as may be renamed or replaced by an equivalent body from time to time;
"Escalation Meeting"	means a meeting between the Supplier Authorised Representative and the Buyer Authorised Representative to address issues that have arisen during the Rectification Plan Process;
"Estimated Year 1 Charges"	the anticipated total Charges payable by the Buyer in the first Contract Year specified in the Award Form;
"Estimated Yearly Charges"	means for the purposes of calculating each Party's annual liability under Clause 15.1: <ul style="list-style-type: none"> (a) in the first Contract Year, the Estimated Year 1 Charges; or (b) in any subsequent Contract Years, the Charges paid or payable in the previous Contract Year; or (c) after the end of this Contract, the Charges paid or payable in the last Contract Year during the Contract Period;
"EU GDPR"	Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation) as it has effect in EU law;
"Existing IPR"	any and all IPR that are owned by or licensed to either Party and which are or have been developed independently of this Contract (whether prior to the Start Date or otherwise);
"Exit Plan"	has the meaning given to it in Paragraph 4.1 of Schedule 30 (Exit Plan);
"Expiry Date"	the date of the end of this Contract as stated in the Award Form;
"Extension Period"	such period or periods beyond which the Initial Period may be extended, specified in the Award Form;
"FDE Group"	the Supplier and any Additional FDE Group Member;

**"Financial
Distress Event"**

The occurrence of one or more the following events:

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

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

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

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

"Financial Report"

a report provided by the Supplier to the Buyer that:

- (a) to the extent permitted by Law, provides a true and fair reflection of the Costs and Supplier Profit Margin forecast by the Supplier;
- (b) to the extent permitted by Law, provides detail a true and fair reflection of the costs and expenses to be incurred by Key

	Subcontractors (as requested by the Buyer);
	(c) is in the same software package (Microsoft Excel or Microsoft Word), layout and format as the blank templates which have been issued by the Buyer to the Supplier on or before the Effective Date for the purposes of this Contract; and
	(d) is certified by the Supplier's Chief Financial Officer or Director of Finance;
"Financial Transparency Objectives"	means: <ul style="list-style-type: none"> (a) the Buyer having a clear analysis of the Costs, Overhead recoveries (where relevant), time spent by Supplier Staff in providing the Services and the Supplier Profit Margin so that it can understand any payment sought by the Supplier; (b) the Parties being able to understand Cost forecasts and to have confidence that these are based on justifiable numbers and appropriate forecasting techniques; (c) the Parties being able to understand the quantitative impact of any Variations that affect ongoing Costs and identifying how these could be mitigated and/or reflected in the Charges; (d) the Parties being able to review, address issues with and re-forecast progress in relation to the provision of the Services; (e) the Parties challenging each other with ideas for efficiency and improvements; and (f) enabling the Buyer to demonstrate that it is achieving value for money for the tax payer relative to current market prices;
"FOIA"	the Freedom of Information Act 2000 and any subordinate legislation made under that Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation;
"Force Majeure Event"	any event, circumstance, matter or cause affecting the performance by either the Buyer or the Supplier of its obligations arising from:

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

and which is not attributable to any wilful act, neglect or failure to take reasonable preventative action by that Party;

"Force Majeure Notice"

a written notice served by the Affected Party on the other Party stating that the Affected Party believes that there is a Force Majeure Event;

"Fraud"

Means any offence under laws creating offences in respect of fraudulent acts or at common law in respect of fraudulent acts in relation to the Contract or defrauding or attempting to defraud or conspiring to defraud a crown Body;

"General Anti-Abuse Rule"

- (a) the legislation in Part 5 of the Finance Act 2013; and
- (b) any future legislation introduced into parliament to counteract tax advantages arising from abusive arrangements to avoid National Insurance contributions;

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"General Change in Law"	a Change in Law where the change is of a general legislative nature (including taxation or duties of any sort affecting the Supplier) or which affects or relates to a Comparable Supply;
"Good Industry Practice"	At any time the standards, practices, methods and procedures conforming to the Law and the exercise of the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected at such time from a skilled and experienced person or body engaged within the relevant industry or business sector;
"Government"	the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Government and the Welsh Government), including government ministers and government departments and other bodies, persons, commissions or agencies from time to time carrying out functions on its behalf;
"Government Data"	<p>(a) the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, including any of the Buyer's Confidential Information, and which:</p> <p>(i) are supplied to the Supplier by or on behalf of the Buyer; and/or</p> <p>(ii) the Supplier is required to generate, process, store or transmit pursuant to this Contract; or</p> <p>(b) any Personal Data for which the Buyer is Controller;</p>
"Guarantor"	the person (if any) who has entered into a guarantee in the form set out in Schedule 23 (Guarantee) in relation to this Contract;
"Halifax Abuse Principle"	the principle explained in the CJEU Case C-255/02 Halifax and others;
"HMRC"	His Majesty's Revenue and Customs;
"ICT Environment"	the Buyer System and the Supplier System;

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"ICT Policy"	the Buyer's policy in respect of information and communications technology, referred to in the Award Form (if used), which is in force as at the Effective Date (a copy of which has been supplied to the Supplier), as updated from time to time in accordance with the Variation Procedure;
"ICT Services"	Information and communications technology ("ICT") services meaning forms of technology that are used to transmit, process, store, create, display, share or exchange information by electronic means;
"Impact Assessment"	<p>an assessment of the impact of a Variation request by the Buyer completed in good faith, including:</p> <ul style="list-style-type: none"> (a) details of the impact of the proposed Variation on the Deliverables and the Supplier's ability to meet its other obligations under this Contract; (b) details of the cost of implementing the proposed Variation; (c) details of the ongoing costs required by the proposed Variation when implemented, including any increase or decrease in the Charges (as applicable), any alteration in the resources and/or expenditure required by either Party and any alteration to the working practices of either Party; (d) a timetable for the implementation, together with any proposals for the testing of the Variation; and (e) such other information as the Buyer may reasonably request in (or in response to) the Variation request;
"Implementation Plan"	the plan for provision of the Deliverables set out in Schedule 8 (Implementation Plan and Testing) where that Schedule is used or otherwise as agreed between the Supplier and the Buyer;
"Incorporated Terms"	the contractual terms applicable to this Contract specified in the Award Form;
"Indemnifier"	a Party from whom an indemnity is sought under this Contract;

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"Independent Controller"	a party which is Controller of the same Personal Data as the other Party and there is no element of joint control with regards to that Personal Data;
"Indexation"	the adjustment of an amount or sum in accordance with this Contract;
"Information Commissioner"	the UK's independent authority which deals with ensuring information relating to rights in the public interest and data privacy for individuals is met, whilst promoting openness by public bodies;
"Initial Contract Period"	the initial term of this Contract specified in the Award Form;
"Insolvency Event"	<p>with respect to any person, means:</p> <ul style="list-style-type: none"> (a) that person suspends, or threatens to suspend, payment of its debts, or is unable to pay its debts as they fall due or admits inability to pay its debts, or: <ul style="list-style-type: none"> (i) (being a company or an LLP) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, or (ii) (being a partnership) is deemed unable to pay its debts within the meaning of section 222 of the Insolvency Act 1986; (b) that person commences negotiations with one or more of its creditors (using a voluntary arrangement, scheme of arrangement or otherwise) with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with one or more of its creditors or takes any step to obtain a moratorium pursuant to Section 1A and Schedule A1 of the Insolvency Act 1986 other than (in the case of a company, an LLP or a partnership) for the sole purpose of a scheme for a solvent amalgamation of that person with one or more other companies or the solvent reconstruction of that person; (c) another person becomes entitled to appoint a receiver over the assets of that person or

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

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	jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned above
	(h) where that person is an individual: <ul style="list-style-type: none"> i) an application for an interim order is made pursuant to Sections 252-253 of the Insolvency Act 1986 or a proposal is made for any composition scheme or arrangement with, or assignment for the benefit of, the Supplier's creditors; ii) a petition is presented and not dismissed within fourteen (14) days or order made for the Supplier's bankruptcy; or iii) he dies or is adjudged incapable of managing his affairs within the meaning of Part VII of the Mental Health Act 1983, iv) and all references to the Insolvency Act 1986 shall be construed as being references to that Act as applied under the Limited Liability Partnerships Act 2000 subordinate legislation where the Supplier is a limited liability partnership;
"Installation Works"	all works which the Supplier is to carry out at the beginning of the Contract Period to install the Goods in accordance with this Contract;
"Intellectual Property Rights" or "IPR"	<ul style="list-style-type: none"> (a) copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trade marks, rights in internet domain names and website addresses and other rights in trade or business names, goodwill, designs, Know-How, trade secrets and other rights in Confidential Information; (b) applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction; and (c) all other rights having equivalent or similar effect in any country or jurisdiction;
"IP Completion Day"	has the meaning given to it in the European Union (Withdrawal Agreement) Act 2020;

"IPR Claim"	any claim of infringement or alleged infringement (including the defence of such infringement or alleged infringement) of any IPR (excluding COTS Software where Part B of Schedule 36 (Intellectual Property Rights) is used), used to provide the Deliverables or otherwise provided and/or licensed by the Supplier (or to which the Supplier has provided access) to the Buyer in the fulfilment of its obligations under this Contract;
"IR35"	the off-payroll rules requiring individuals who work through their company pay the same tax and National Insurance contributions as an employee which can be found online at: https://www.gov.uk/guidance/ir35-find-out-if-it-applies ;
"Joint Controller Agreement"	the agreement (if any) entered into between the Buyer and the Supplier substantially in the form set out in Annex 2 of Schedule 20 (Processing Data);
"Joint Control"	where two (2) or more Controllers jointly determine the purposes and means of Processing;
"Joint Controllers"	has the meaning given in Article 26 of the UK GDPR, or EU GDPR, as the context requires;
"Key Staff"	the persons who the Supplier shall appoint to fill key roles in connection with the Services as listed in Annex 1 of Schedule 29 (Key Supplier Staff);
"Key Sub-Contract"	each Sub-Contract with a Key Subcontractor;
"Key Subcontractor"	any Subcontractor: <ul style="list-style-type: none"> (a) which is relied upon to deliver any work package within the Deliverables in their entirety; and/or (b) which, in the opinion of the Buyer performs (or would perform if appointed) a critical role in the provision of all or any part of the Deliverables; and/or (c) with a Sub-Contract with this Contract value which at the time of appointment exceeds (or would exceed if appointed) 10% of the aggregate Charges forecast to be payable under this Contract,

	and the Supplier shall list all such Key Subcontractors in the Award Form;
"Know-How"	all ideas, concepts, schemes, information, knowledge, techniques, methodology, and anything else in the nature of know-how relating to the Deliverables but excluding know-how already in the other Party's possession before the Effective Date;
"Law"	any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, right within the meaning of the European Union (Withdrawal) Act 2018 as amended by European Union (Withdrawal Agreement) Act 2020, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements of any regulatory body with which the Supplier is bound to comply;
"Liquidation"	means the appointment of a Liquidator who collects in and distributes the company's assets and dissolves the company. The company can also be put into provisional Liquidation before a final winding up order is granted;
"Losses"	all losses, liabilities, damages, costs, expenses (including legal fees), disbursements, costs of investigation, litigation, settlement, judgment, interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise and "Loss" shall be interpreted accordingly;
"Malicious Software"	any software program or code intended to destroy, interfere with, corrupt, or cause undesired effects on program files, data or other information, executable code or application software macros, whether or not its operation is immediate or delayed, and whether the malicious software is introduced wilfully, negligently or without knowledge of its existence;
"Material Default"	a single serious Default or a number of Defaults or repeated Defaults (whether of the same or different obligations and regardless of whether such Defaults are remedied)

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

Abuse Principle or under any tax rules or legislation in any jurisdiction that have an effect equivalent or similar to the General Anti-Abuse Rule or the Halifax Abuse Principle;

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

“Operational Change”

means any change in the Supplier's operational procedures which in all respects, when implemented:

- a) will not affect the Charges and will not result in any other costs to the Buyer;
- b) may change the way in which the Services are delivered but will not adversely affect the output of the Services or increase the risks in performing or receiving the Services;
- c) will not adversely affect the interfaces or interoperability of the Services with any of the Buyer's IT infrastructure; and

will not require a Variation to this Contract.

"Open Book Data"

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

- (a) the Supplier's Costs broken down against each Good and/or Service and/or Deliverable, including actual capital expenditure (including capital replacement costs) and the unit cost and total actual costs of all Deliverables;

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

"Open Licence"

means any material that is published for use, with rights to access, copy, modify and publish, by any person for free, under a generally recognised open licence including Open Government Licence as set out at <http://www.nationalarchives.gov.uk/doc/open-government-licence/version/3/> and the Open Standards Principles documented at

	https://www.gov.uk/government/publications/open-standards-principles/open-standards-principles , and includes the Open Source publication of Software;
"Open Source"	computer Software that is released on the internet for use by any person, such release usually being made under a recognised open source licence and stating that it is released as open source;
"Overhead"	those amounts which are intended to recover a proportion of the Supplier's or the Key Subcontractor's (as the context requires) indirect corporate costs (including financing, marketing, advertising, research and development and insurance costs and any fines or penalties) but excluding allowable indirect costs apportioned to facilities and administration in the provision of Supplier Staff and accordingly included within limb (a) of the definition of "Costs";
"Optional Services"	means the additional services set out at Schedule 2, Specification Paragraph 11 which the Buyer may require the Supplier to provide in accordance with Clause 3.4;
"Parent Undertaking"	has the meaning set out in section 1162 of the Companies Act 2006;
"Parliament"	takes its natural meaning as interpreted by Law;
"Party"	the Buyer or the Supplier and "Parties" shall mean both of them where the context permits;
"Personal Data"	has the meaning given to it in the UK GDPR or the EU GDPR as the context requires;
"Personal Data Breach"	has the meaning given to it in the UK GDPR or the EU GDPR as the context requires;
"Prescribed Person"	a legal adviser, an MP or an appropriate body which a whistle-blower may make a disclosure to as detailed in "Whistleblowing: list of prescribed people and bodies", 24 November 2016, available online at: https://www.gov.uk/government/publications/blowing-the-whistle-list-of-prescribed-people-and-bodies--2/whistleblowing-list-of-prescribed-people-and-bodies ;

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

	above if such activity, practice or conduct had been carried out in the UK;
"Protective Measures"	technical and organisational measures designed to ensure compliance with obligations of the Parties arising under Data Protection Legislation including pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it including those outlined in Schedule 16 (Security);
"Public Sector Body "	means a formally established organisation that is (at least in part) publicly funded to deliver a public or government service;
"Recipient Party"	the Party which receives or obtains directly or indirectly Confidential Information;
"Rectification Plan"	the Supplier's plan (or revised plan) to rectify its breach using the template in Schedule 25 (Rectification Plan) which shall include: <ul style="list-style-type: none"> (a) full details of the Notifiable Default that has occurred, including a root cause analysis; (b) the actual or anticipated effect of the Notifiable Default; and (c) the steps which the Supplier proposes to take to rectify the Notifiable Default (if applicable) and to prevent such Notifiable Default from recurring, including timescales for such steps and for the rectification of the Notifiable Default (where applicable);
"Rectification Plan Process"	the process set out in Clause 11;
"Regulations"	the Public Contracts Regulations 2015 and/or the Public Contracts (Scotland) Regulations 2015 (as the context requires);
"Reimbursable Expenses"	the reasonable out of pocket travel and subsistence (for example, hotel and food) expenses, properly and necessarily incurred in the performance of the Services, calculated at the rates and in accordance with the Buyer's expenses policy current from time to time, but not including:

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	<p>(a) travel expenses incurred as a result of Supplier Staff travelling to and from their usual place of work, or to and from the premises at which the Services are principally to be performed, unless the Buyer otherwise agrees in advance in writing; and</p> <p>(b) subsistence expenses incurred by Supplier Staff whilst performing the Services at their usual place of work, or to and from the premises at which the Services are principally to be performed;</p>
"Relevant Requirements"	all applicable Law relating to bribery, corruption and fraud, including the Bribery Act 2010 and any guidance issued by the Secretary of State pursuant to section 9 of the Bribery Act 2010;
"Relevant Tax Authority"	HMRC, or, if applicable, the tax authority in the jurisdiction in which the Supplier is established;
"Reminder Notice"	a notice sent in accordance with Clause 14.6.1 given by the Supplier to the Buyer providing notification that payment has not been received on time;
"Replacement Deliverables"	any deliverables which are substantially similar to any of the Deliverables and which the Buyer receives in substitution for any of the Deliverables, whether those goods are provided by the Buyer internally and/or by any third party;
"Replacement Supplier"	any third party provider of Replacement Deliverables appointed by or at the direction of the Buyer from time to time or where the Buyer is providing Replacement Deliverables for its own account, shall also include the Buyer;
"Request For Information"	a request for information or an apparent request relating to this Contract for the provision of the Deliverables or an apparent request for such information under the FOIA or the EIRs;
"Required Action"	means the action the Buyer will take and what Deliverables it will control during the Step-In Process;
"Required Insurances"	the insurances required by Schedule 22 (Insurance Requirements);

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"Satisfaction Certificate"	the certificate (materially in the form of the document contained in Annex 2 of Part B of Schedule 8 (Implementation Plan and Testing) or as agreed by the Parties where Schedule 8 is not used in this Contract) granted by the Buyer when the Supplier has Achieved a Milestone or a Test;
"Schedules"	any attachment to this Contract which contains important information specific to each aspect of buying and selling;
"Security Management Plan"	the Supplier's security management plan prepared pursuant to Schedule 16 (Security) (if applicable);
"Security Policy"	the Buyer's security policy, referred to in the Award Form (if used), in force as at the Effective Date (a copy of which has been supplied to the Supplier), as updated from time to time and notified to the Supplier;
"Security Requirements"	means the Buyer's security requirements as set out in Schedule 16 (Security);
"Serious Fraud Office"	the UK Government body named as such as may be renamed or replaced by an equivalent body from time to time;
"Service Credits"	any service credits specified in the Annex to Part A of Schedule 10 (Service Levels) being payable by the Supplier to the Buyer in respect of any failure by the Supplier to meet one or more Service Levels;
"Service Levels"	any service levels applicable to the provision of the Deliverables under this Contract (which, where Schedule 10 (Service Levels) is used in this Contract, are specified in the Annex to Part A of such Schedule);
"Service Period"	has the meaning given to it in the Award Form;
"Services"	services made available by the Supplier as specified in Schedule 2 (Specification) and in relation to a Contract;
"Sites"	any premises (including the Buyer Premises, the Supplier's premises or third party premises) from, to or at which:

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	<ul style="list-style-type: none"> (a) the Deliverables are (or are to be) provided; or (b) the Supplier manages, organises or otherwise directs the provision or the use of the Deliverables; (c) those premises at which any Supplier Equipment or any part of the Supplier System is located (where ICT Services are being provided);
"SME"	an enterprise falling within the category of micro, small and medium sized enterprises defined by the Commission Recommendation of 6 May 2003 concerning the definition of micro, small and medium enterprises;
"Social Value"	the additional social benefits that can be achieved in the delivery of this Contract set out in Schedule 2 (Specification) and either (i) Schedule 10 (Service Levels) (where used) or (ii) Part C of Schedule 26 (Sustainability) (where Schedule 10 (Service Levels) is not used);
"Social Value KPIs"	the Social Value priorities set out in Schedule 2 (Specification) and either (i) Schedule 10 (Service Levels) (where used) or (ii) Part C of Schedule 26 (Sustainability) (where Schedule 10 (Service Levels) is not used);
"Software"	any software including Specially Written Software, COTS Software and software that is not COTS Software;
"Special Terms"	any additional terms and conditions set out in the Award Form incorporated into this Contract;

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"Specially Written Software"	any software (including database software, linking instructions, test scripts, compilation instructions and test instructions) created by the Supplier (or by a Subcontractor or other third party on behalf of the Supplier) specifically for the purposes of this Contract, including any modifications or enhancements to COTS Software. For the avoidance of doubt Specially Written Software does not constitute New IPR;
"Specific Change in Law"	a Change in Law that relates specifically to the business of the Buyer and which would not affect a Comparable Supply where the effect of that Specific Change in Law on the Deliverables is not reasonably foreseeable at the Effective Date;
"Specification"	the specification set out in Schedule 2 (Specification);
"Staff Vetting Procedures"	means the Buyer's procedures for the vetting of Supplier Staff as set out in the Award Form;
"Standards"	any: <ul style="list-style-type: none"> (a) standards published by BSI British Standards, the National Standards Body of the United Kingdom, the International Organisation for Standardisation or other reputable or equivalent bodies (and their successor bodies) that a skilled and experienced operator in the same type of industry or business sector as the Supplier would reasonably and ordinarily be expected to comply with; (b) standards detailed in the specification in Schedule 2 (Specification); (c) standards agreed between the Parties from time to time; (d) relevant Government codes of practice and guidance applicable from time to time;
"Start Date"	the date specified on the Award Form;
"Step-In Process"	the process set out in Clause 13;
"Step-In Trigger Event"	means:

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

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

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

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

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

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

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

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"Supplier's Contract Manager"	the person identified in the Award Form appointed by the Supplier to oversee the operation of this Contract and any alternative person whom the Supplier intends to appoint to the role, provided that the Supplier informs the Buyer prior to the appointment;
"Supply Chain Information Report Template"	the document at Annex 1 of Schedule 18 (Supply Chain Visibility);
"Tender Response"	the tender submitted by the Supplier to the Buyer and annexed to or referred to in Schedule 4 (Tender);
"Termination Assistance"	the activities to be performed by the Supplier pursuant to the Exit Plan, and other assistance required by the Buyer pursuant to the Termination Assistance Notice;
"Termination Assistance Period"	the period specified in a Termination Assistance Notice for which the Supplier is required to provide the Termination Assistance as such period may be extended pursuant to Paragraph 5.2 of Schedule 30 (Exit Management);
"Termination Assistance Notice"	has the meaning given to it in Paragraph 5.1 of Schedule 30 (Exit Management);
"Termination Notice"	a written notice of termination given by one Party to the other, notifying the Party receiving the notice of the intention of the Party giving the notice to terminate this Contract on a specified date and setting out the grounds for termination;
"Test Issue"	any variance or non-conformity of the Deliverables or Deliverables from their requirements as set out in this Contract;
"Test Plan"	a plan: <ul style="list-style-type: none"> (a) for the Testing of the Deliverables; and (b) setting out other agreed criteria related to the achievement of Milestones;
"Tests" and "Testing"	any tests required to be carried out pursuant to this Contract as set out in the Test Plan or

	elsewhere in this Contract and "Tested" shall be construed accordingly;
"Third Party IPR"	Intellectual Property Rights owned by a third party which is or will be used by the Supplier for the purpose of providing the Deliverables;
"Third Party IPR Licence"	means a licence to the Third Party IPR as set out in Paragraph 1.6 of Schedule 36 (Intellectual Property Rights);
"Transparency Information"	the Transparency Reports and the content of this Contract, including any changes to this Contract agreed from time to time, except for – <ul style="list-style-type: none"> (a) any information which is exempt from disclosure in accordance with the provisions of the FOIA, which shall be determined by the Buyer; and (b) Commercially Sensitive Information;
"Transparency Reports"	the information relating to the Deliverables and performance pursuant to this Contract which the Supplier is required to provide to the Buyer in accordance with the reporting requirements in Schedule 6 (Transparency Reports);
"UK GDPR"	has the meaning as set out in section 3(10) of the DPA 2018, supplemented by section 205(4) of the DPA 2018;
"Variation"	means a variation to this Contract;
"Variation Procedure"	the procedure set out in Clause 28 (Changing the contract);
"VAT"	value added tax in accordance with the provisions of the Value Added Tax Act 1994;
"VCSE"	a non-governmental organisation that is value-driven and which principally reinvests its surpluses to further social, environmental or cultural objectives;
"Verification Period"	has the meaning given to it in the table in Annex 2 of Schedule 3 (Charges);

Schedule 1 (Definitions), Crown Copyright 2023,

"Work Day"	7.5 Work Hours, whether or not such hours are worked consecutively and whether or not they are worked on the same day;
"Work Hours"	the hours spent by the Supplier Staff properly working on the provision of the Deliverables including time spent travelling (other than to and from the Supplier's offices, or to and from the Sites) but excluding lunch breaks;
"Worker"	any one of the Supplier Staff which the Buyer, in its reasonable opinion, considers is an individual to which Procurement Policy Note 08/15 (Tax Arrangements of Public Appointees) (https://www.gov.uk/government/publications/procurement-policy-note-0815-tax-arrangements-of-appointees) applies in respect of the Deliverables; and
"Working Day"	any day other than a Saturday or Sunday or public holiday in England and Wales unless specified otherwise by the Parties in the Award Form.

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SCHEDULE 2
SPECIFICATION

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1. Introduction

- 1.1. This Schedule sets out the characteristics of the Deliverables that the Supplier shall make available to the Buyer under this Contract. The definitions set out in Schedule 1 (Definitions) shall apply to this Schedule 2.
- 1.2. The Department for Work and Pensions (DWP) and Department for Communities (DfC) referred to as DWP, provides Secure Card Payment Services ("SCPS") that are fully Payment Card Industry -Data Security Standard ("PCI DSS") compliant for taking card payments via the telephone. This includes Buyer Third Parties acting on behalf of DWP or DfC but still connected to the DWP telephony platform known as the Next Generation Contact Centre ("NGCC").
- 1.3. The Buyer operates a SCPS for Debt Recovery and the Child Maintenance Group (CMG). The payment is made using the DWP telephony system via a "Dual Tone Masking Frequency" (DTMF) style Solution which means that the agent and card holder remain in voice contact during the duration of the call, but the card details are not heard by the agent, do not transmit across the Buyer's infrastructure, or are stored in any voice recording etc. There is also an Interactive Voice Recognition (IVR) service, located outside of the Buyer's infrastructure but integrated to Buyer systems, where a card holder can make self service payments where a payment plan has been agreed. The telephony service is operated by a mixture of Buyer and Buyer Third Party staff.
- 1.4. Table 1 below provides an overview of the Services in scope of this Contract. This list shows the Services and Optional Services that may be required by the Buyer during the Contract Period

Ref	Services	Description
1	Secure Card Payment Services (SCPS)	The ability to take payments via inbound and outbound calls in secure fashion for 11,000 agents (with associated SIP Licences).
2	Outbound Call Services	Due to the current architecture, all Outbound calls will traverse the SCPS. Regardless of whether a payment is taken or not all Outbound calls will use the Solution provided
3	Self-Serve IVR Service	This will be used for Child Maintenance Group (CMG) and is to be outside of DWP. This is used to recover payments from non-payees via payroll. It sits outside of DWP Infrastructure within the Supplier's environment.
4	Nailed up PSTN (Optional)	The DWP may require additional outbound call capacity to enable DWP to deploy a Nailed Up PSTN Solution to deliver voice connectivity to 3rd party outsourcer for up to 6 months after contract start.
5	Additional Call Channels (Optional)	May require an additional 2000 Agents (with associated SIP Licences) to enable DWP to deploy NU PSTN Solution. Additional OB channels are required as a tactical Solution to

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Ref	Services	Description
		support significant increase in volume of long duration outbound calls being generated by the Genesys platform.

Table 1 – SCPS Services

1.5. Overall Structure of this Schedule and Interpretation of Requirements

This Schedule (and its Appendices) set out the Buyer's requirements for the Deliverables ("**Requirement(s)**") and comprises of the following:

- 1.5.1. a high-level overview of the requirements in this **Paragraph 1**.
- 1.5.2. a description of the Implementation and Transition requirements is set out in **Paragraph 2**.
- 1.5.3. a description of the scope of the Services which will be provided by the Supplier and a description of what each of the three Services entails is set out in **Paragraph 3** (Service Delivery) and related Appendices.
- 1.5.4. a detailed description of how the delivered services will be managed and associated requirements (Service Management) Management Obligations, BCDR, Technology, Security and Quality **Paragraphs 4, 5, 6, and 7**.
- 1.5.5. an additional requirement to monitor Continuous Improvement and Change opportunities is set out at **Paragraph 8**.
- 1.5.6. the Corporate Social Responsibility requirements are set out in **Paragraph 9**.
- 1.5.7. the required Standards are detailed at **Paragraph 10**; and
- 1.5.8. Optional Services that the Buyer may require during the Contract Period are detailed at **Paragraph 11**.
- 1.6. Each of Paragraphs 2 to 9 are made up of an overview description followed by a table with the actual Requirements, each having a unique code. In addition, these Paragraphs refer to Appendices which include more detailed descriptions of certain aspects of the Requirements. The Requirements in the tables should accordingly be read to include both the related aspects described in the relevant overview as well as the related detail in the relevant Appendix(ces). The Supplier shall meet all the Requirements in its delivery of the Services.
- 1.7. The Schedule is structured based on the functional requirements of the SCPS.

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IMPLEMENTATION AND TRANSITION REQUIREMENTS**2. Implementation & Transition**

- 2.1. Description of the Services to be provided by the Supplier for the design, build, test, implementation and roll out of the SCPS. The Implementation Period is measured from the Effective Date to the end of the Implementation Period as detailed in the Implementation Plan.
- 2.2. The Buyer has identified two (2) mandatory Milestones for the Implementation Period which are detailed at Schedule 8 (Implementation Plan and Testing). The Milestones are based on the following structure:
 - 2.2.1. Milestone 1 - Completion of Build, Test and start Transition;
 - 2.2.2. Milestone 2 – Retention.
- 2.3. Acceptance Criteria for the Milestones are outlined at Schedule 8 Part B (Implementation Plan & Testing).
- 2.4. **Background**
 - 2.4.1. The Supplier shall support and assist in the transfer of the Services from the incumbent Supplier overseen by the Buyer.
 - 2.4.2. The Supplier shall provide an agreed detailed Implementation Plan to show that they can provide the infrastructure, technology, and resources to start to deliver the Services by the agreed Implementation Date where the First Live Payment Call is undertaken. The required content, structure, and approval of this said Implementation Plan is detailed in Call-Off Schedule 8 (Implementation Plan and Testing).
- 2.5. **Implementation and Transition Services**
 - 2.5.1. The Supplier shall plan, design, test, install and manage a fully compliant PCI-DSS Solution for taking card payments over the phone, delivering a fully integrated product to include Inbound/ Outbound calls and IVR services.
 - 2.5.2. The Supplier shall be required to deliver the Implementation Plan and in particular the Milestones detailed in Part A Annex 1 of Call-Off Schedule 8 (Implementation Plan and Testing).
 - 2.5.3. The Supplier shall be, on commencing the delivery of the Service and taking the First Live Payment Call, certified and remain a Level 1 Service Provider as per the PCI-DSS volume requirements for the duration of the Contract Period.
 - 2.5.4. Before commencement of the Services the Supplier must have ensured the following elements have been tested and signed off by the Buyer in line with Schedule 8 (Implementation Plan and Testing):
 - 2.5.5. Network circuit provisioning – Order Submitted;

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- 2.5.6. Network circuit provisioning – Circuits Live.
- 2.5.7. Firewalls – Configured.
- 2.5.8. Pay page - Live.
- 2.5.9. New Service testing - Complete.
- 2.5.10. Outbound Calls Service – Live.
- 2.5.11. Debt Calls Service – Live.
- 2.5.12. CMG Calls Service – Live.
- 2.5.13. Security Requirements – Meet Requirements of Schedule 16 (DWP Enhanced Security Requirements) and Paragraph 7 of Schedule 2 (Specification).
- 2.5.14. Safe landing is an essential Buyer requirement. End Users must not be able to distinguish that there has been a change in Supplier during the Implementation and Transition Periods.

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2.6. Implementation Requirements

Ref	Requirement	Performance	Standards	Information
I & T – 1	The Supplier shall provide a draft Implementation Plan.	Draft detailed Implementation Plan meeting 100% of requirements delivered to Buyer within 20 Working Days of the Effective Date.	Schedule 8 Part A Implementation Para 2	Approval or challenge of draft detailed Implementation Plan within 20 Working Days of receipt iaw Schedule 8 Part A Para 3.
I & T - 2	The Supplier shall deliver the agreed Implementation Services in accordance with the approved detailed Implementation Plan.	100% adherence to the agreed detailed Implementation Plan.	Schedule 8 Part A Implementation Para 2/3	Signed off and approved detailed Implementation Plan iaw Schedule 8 Part A Implementation Para 3.
I & T – 3	The Supplier shall deliver Milestone 1 Completion of Build, Test and start Transition.	100% of Milestone 1 Requirements signed off by agreed date in the detailed Implementation Plan.	Milestone 1 detailed in Schedule 8 Part A Annex 1	The Buyer will need to deliver all Buyer and incumbent Dependencies' that are required to facilitate the Implementation of the Service outlined in the detailed Implementation Plan.
I & T – 4	The Supplier shall deliver Milestone 2 Retention Payment Release.	100% of Milestone 2 Requirements signed off by agreed date in Implementation Plan.	Milestone 2 detailed in Schedule 8 Part A Annex 1	The Buyer will need to deliver all Buyer and incumbent Dependencies that are required to facilitate the Transition and Implementation of the Service outlined in the Detailed Implementation Plan.
I & T – 5	The Supplier shall ensure all testing of systems and processes to be completed before its agreed operational go live.	100% of agreed Testing to be completed in line with required standards 20 days before operational go live.	Testing requirements detailed in Schedule 8 Part B Testing	The Buyer will need to deliver all Buyer and incumbent Dependencies that are required to ensure the Testing and sign off of Services in accordance with Schedule 8 Part B Testing.
I & T – 6	The Supplier shall ensure they attend progress meetings in line with Schedule 8 (Implementation).	Supplier to provide 100% of resources required to support Implementation progress meetings.	Schedule 8 Part A Implementation Para 7 Award Form	The Buyer will need to attend the progress meetings as defined in the Award Form and in the Implementation Plan.

Table 2 – Implementation Requirements

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SERVICE DELIVERY REQUIREMENTS

3. Service Delivery

3.1. The Supplier shall provide the following Services and functionality to ensure PCI-DSS compliance for taking card payments over the phone:

- 3.1.1. Taking of card payments across the Buyer's directorates via both inbound and outbound calls, as may be determined by the Buyer from time to time but initially Child Maintenance Group and Debt Recovery.
- 3.1.2. Pass all outbound calls for the Buyer as required regardless of the directorate and pass the appropriate Calling Line identity (CLI) as required whether the call results in a payment or not.
- 3.1.3. Pass all outbound traffic to allow use of the "nailed up" Solution for Buyer Third Parties as required. Nailed up is where an agent outside of DWP is still connected to the NGCC platform but via a Public Switched Telephone Network (PSTN) call rather than a direct link.

3.2. Background

- 3.2.1. The Supplier shall provide a Solution that will work seamlessly with existing Buyer technology infrastructure as detailed in Appendix 2 to this Schedule 2 and will include all physical infrastructure, licences, and software as necessary to deliver such functionality.
- 3.2.2. The Solution must be able to support 11,000 agents and have the capacity to flex the number of agents by 10% up or down at 30 days' notice in order to cover expected peaks and troughs of demand.
- 3.2.3. The Service shall de-scope the Contact Centre on both inbound and outbound calls, across both CMG, Debt Management and services provided within Department for Communities (DfC).

3.3. Compliance

- 3.3.1. The Supplier shall ensure that periodic tasks required under PCI – DSS shall be conducted. This includes, but not limited to:
 - 3.3.1.1. Annual Audit and Certification of the platform;
 - 3.3.1.2. Annual Audit and Certification of Support Services;
 - 3.3.1.3. Appropriate periodic scanning by an Assured Scanning Vendor;
 - 3.3.1.4. Appropriate monitoring and application of patches;
 - 3.3.1.5. Appropriate Monitoring, Alarming and Alerting of the platform;
 - 3.3.1.6. Appropriate Incident Management for items such as hacking attempts, breaches; and.
 - 3.3.1.7. Any further evidence to ensure that PCI-DSS compliance is met.

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3.3.2. The Supplier shall ensure continued maintenance of applicable PCI Council obligations to ensure that they remain certified for the duration of the Contract Period, and Extension Period where invoked:

3.3.2.1. PA-DSS (if applicable);

3.3.2.2. PCI-DSS.

3.3.3. This will include any new obligations introduced by the PCI Council under subsequent revisions of the application PCI standards.

3.3.4. In order to allow the Buyer to understand the supply chain in full the Supplier will provide a transparent view of:

3.3.4.1. all components used in the Solution and/or the Services;

3.3.4.2. the supplier who provides all components used in the Services or Solution;

3.3.4.3. the location of any development personnel outside of the UK; and

3.3.4.4. the location of any support personnel outside of the UK.

3.3.5. The Supplier shall identify which items will be de-scoped from PCI-DSS and how this will be achieved and what level of compliance will be achieved e.g., SAQA/B/C, or if not SAQ what level of compliance will be achieved.

3.4. Volumes

3.4.1. **Call Volumes** - The Solution shall have the necessary available capacity and capability to manage and process, as a minimum, the forecasted call volumes.

Item	Call Stream	Call Volume (# of calls per year)
1	CMG Inbound calls	3,079,770
2	Debt inbound calls	2,810,163
3	Total outbound calls	6,823,284
	Total	12,713,217

Table 3 – Call Volumes

3.4.2. **Transaction Volumes** - The Solution shall have the necessary available capacity and capability to manage and process, as a minimum, the forecasted payment transaction volumes.

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Item	Call Stream	Call Volume (# of Transactions)
1	CMG Transactions	93,372
2	Debt Transactions	655,462
	Total	748,834

Table 4 – Transaction Volumes

- 3.4.3. **Concurrency** - The Solution shall have the necessary available capacity and capability for staffing volumes with concurrency assumed to be at 76% of the 11,000 agents at any time.

3.5. Payment Systems

- 3.5.1. The Supplier shall ensure that the following systems are provisioned on the Payment Card Industry Solution:

3.5.1.1. World Pay

3.5.1.2. Gov.UKPAY

3.5.1.3. CMS 2012

- 3.5.2. Upon request by the Buyer, the Supplier must have the ability to:

3.5.3. incorporate new Buyer Third Party systems to ensure continuous PCI-DSS compliance;

3.5.4. protect any future Auto Pay self-service Solutions;

3.5.5. remove or disable existing Buyer Third Party systems that the Buyer no longer uses.

3.6. Call and Payment Functionality

- 3.6.1. The Solution must be able to ensure payments for multiple customers can be taken on a single call with no detriment to the Services provided.

- 3.6.2. The Solution must enable the Buyer's Agents to keep the customer on the call during the payment process, so that open dialogue is maintained, and payments are confirmed.

- 3.6.3. Full call recording, provided by the Buyer's telephony system, must be maintained throughout and entry of card details obfuscation such that the card details cannot be obtained or reverse engineered.

- 3.6.4. The Supplier's Solution must show any modifications required (throughout the Contract Period) on any of the Buyer's infrastructure elements that make up NGCC e.g.

3.6.4.1. Sessions Border Controllers

3.6.4.2. SIP Components

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- 3.6.4.3. Genesys Components including logging and attached data.
- 3.6.5. The Solution must be able to select which card schemes are to be accepted e.g., accept VISA Credit / Debit, but exclude American Express.
- 3.6.6. The Solution provided will also have the ability to:
 - 3.6.6.1. Check the card Primary Account Number (PAN) as it is entered e.g., LUHN check;
 - 3.6.6.2. Support different transaction types e.g., Authorisation PAN, Authorisation PAN & CVV, Authorisation & Settle PAN / PAN & CVV etc;
 - 3.6.6.3. Provide real time authorisation of transactions;
 - 3.6.6.4. Support multiple Merchant ID's (MIDs);
 - 3.6.6.5. Provide settlement and reconciliation;
 - 3.6.6.6. Ensure payments for multiple customers can be taken on a single call with no detriment to the current service provided.
- 3.7. The Supplier shall supply a fully integrated Solution to support business strategies and associated Management Information, minimising the potential of:
 - 3.7.1. Unauthorised disclosure of Citizen information;
 - 3.7.2. Fines up to the limits under GDPR;
 - 3.7.3. Internal / external fraud opportunities;
 - 3.7.4. Agent temptation to commit fraud;
 - 3.7.5. Reputational damage to the Buyer.

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3.8. Service Delivery Requirements

Ref	Requirement	Performance	Standards	Information
SD-01	The Supplier shall enable that the Solution implemented is compliant and ensure it aligns to latest current version of PCI-DSS at all times.	Supplier to be 100% compliant at all times.	PCI-DSS	
SD-02	The Supplier shall provide a Solution that will work seamlessly with existing DWP technology infrastructure.	Subject to Testing the Solution enables payments to be taken on the required service lines and call direction compliant with PCI-DSS.	PCI-DSS	
SD-03	The Supplier shall as a minimum ensure that sufficient capacity exists to expand the network to allow for increase in capacity.	The Supplier must deliver 10% over the maximum concurrent agent capacity at 30 days' notice.	PCI-DSS	Based on an initial 11,000 core number of Agents. Buyer to notify Supplier of future increases in capacity with 30 days' notice of the date required.
SD-04	The Supplier shall ensure that PCI Solution is fully integrated with the required Department telephony services i.e., the departments Next Generation Contact Centre (NGCC) and its replacement Digital Channels Contact Centre (DC3) to meet the appropriate business strategies.(i.e., NGCC)	Subject to Testing the Solution enables payments to be taken on the required telephony services compliant with PCI-DSS.	PCI-DSS	
SD-05	The Supplier shall supply a Solution that masks Payment Card data.	Subject to Testing the Solution enables payments to be taken compliant with PCI-DSS.	PCI-DSS	Future option may be to capture other numeric data including Bank Account details for Direct Debit mandates. Buyer will identify possible future option through Variation process Schedule 21 (Variation).
SD-06	The Supplier shall provide a Solution that does not adversely affect the call path e.g., increase in call costs, answer the call, delay the call unnecessarily etc.	Must provide the outcomes currently provided by the Current Call Path.	PCI-DSS	

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Ref	Requirement	Performance	Standards	Information
SD-07	The Supplier shall provide a Solution which also provides a hosted self-service IVR for CMG and integrate to CMS2012 (SIEBEL) to allow verification of the CMS2012 customer identifier (SCIN).	Subject to Testing the Solution enables payments to be taken compliant with PCI-DSS.	PCI-DSS	
SD-08	The Supplier shall ensure continued maintenance of applicable PCI Council obligations to ensure that they remain certified for the duration of the contract such as but not limited to: <ul style="list-style-type: none"> • PA-DSS • PCI-DSS • Service Provision. 	Attestation of compliance annually.	PCI-DSS	This will include any new obligations introduced by the PCI council under subsequent revisions of the application PCI standards.
SD-09	The Supplier shall provide a Solution that does NOT interfere with existing reconciliation procedures.	Must meet PCI Standards.	PCI-DSS	At present reconciliation occurs by reconciling amount, payment reference number, and various other references e.g., SCIN or National Insurance Number via an overnight batch file from the Acquiring Bank / Payment Provider. Any Solution must maintain this process.
SD - 10	The Supplier shall provide a Solution that is transparent to Third Party Suppliers i.e., outsourcers, that are also connected to the NGCC/DC3 platform.	Must meet PCI Standards.	PCI-DSS	Some Buyer Third Parties are connected via a "nailed up" connection and therefore any Solution must allow this to continue. It is expected that the Supplier shall provide a suitable "pay page" i.e. a web page that allows payments to be taken via its Solution.
SD – 11	The Supplier shall provide a suitable web "pay page" for debt users.	Must meet PCI Standards. Meet WCAG (Web Content Accessibility Guidelines 2).	PCI-DSS	

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Ref	Requirement	Performance	Standards	Information
SD - 12	The Supplier shall provide integration methods for CMS2012.	Must meet PCI Standards.	PCI-DSS	CMS2012 provides a Application Programming Interface (API) which allows interrogation of CMS2012 to determine if the reference number for a customer's account i.e. the SCIN is valid. This only applies to the IVR.
SD - 13	The Supplier shall provision the Solution to ensure capability to comply with 'The Public Sector Bodies (Websites and Mobile Applications) (No.2) Accessibility Regulations 2018' (WCAG) .	Applications must meet Web Content Accessibility Guidelines version 2.2 to AA standard.	The Public Sector Bodies (Websites and Mobile Applications) (No.2) Accessibility Regulations 2018' (WCAG)	Appropriate information can be found here: Understanding WCAG 2.2 - Service Manual - GOV.UK (www.gov.uk) WCAG relates to user interfaces ensuring that those with accessibility needs are still able to access the Solution.
SD - 14	The Supplier shall provision the Solution to be able to select which card schemes are to be accepted e.g., accept VISA Credit / Debit, but exclude American Express.	Proven ability to select card schemes except American Express.	Schedule 2 para 3.7.4	
SD - 15	The Supplier shall provision the Solution to ensure payments for multiple customers can be taken on a single call with no detriment to the service provided.	Ability to take multiple payments per call.	Schedule 2 para 3.7.1	
SD - 16	The Supplier shall identify which items will be de-scoped from PCI-DSS and how this will be achieved.	Supplier to identify items to be de-scoped from PCI-DSS and report monthly.	Schedule 2 para 3.4.6	
SD - 17	The Supplier will comply with SAQA/B/C, or if not SAQ what level of compliance will be identified.	100% Compliance with SAQ/B/C or equivalent.	Schedule 2 para 3.4.6	

Table 5 – Service Delivery Requirements

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SERVICE MANAGEMENT REQUIREMENTS

4. Management Obligations/Responsibilities

4.1. Performance Management and Measures

- 4.1.1. The Supplier shall meet the performance criteria as stipulated in Schedule 10 (Service Levels).
- 4.1.2. Management of the performance measures will be in line with Schedule 13 (Contract Management).
- 4.1.3. Performance measures will be reviewed monthly as part of the agreed engagement strategy but will also be reviewed following changes to SCPS processes and any digital enhancement.
- 4.1.4. Changes will be communicated within agreed engagement forums which will be set up on a monthly, and quarterly basis as outlined at Schedule 13 (Contract Management).

4.2. Management Information (MI)

- 4.2.1. The Supplier shall be required to provide MI to the Buyer as detailed in at Schedule 6 (Reporting and Transparency) and Schedule 10 (Service Levels).
- 4.2.2. The Buyer will support the Supplier in the configuration of all Buyer reporting mechanisms.
- 4.2.3. The Supplier shall ensure that it has the capability to:
 - a) fully validate MI prior to the distribution of reports to ensure accuracy;
 - b) be flexible and change the scope of the reports and frequency from time to time as requested by the Buyer;
 - c) produce ad hoc reports and detailed analysis, particularly customer insight MI and call reason analysis on request by the Buyer;
 - d) provide separate MI for different Buyer services which may be defined by criteria including but not limited to inbound telephone line or a piece of data captured by Agents; and
 - e) Provide monthly and quarterly MI reports for the purposes of Business Review and Commercial meetings where the format may change from time to time.
- 4.2.4. The Supplier shall provide an automated integrated feed for providing Asset and Configuration Item (CI) data from the Supplier's system tool(s) into the Buyer's IT Service Management Tool TechNow if asset and CI data is not managed directly in TechNow.
- 4.2.5. The Tooling interface that will be provided by the Supplier must be two-way with fault and configuration data being sent from the Supplier's

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Contract Management System to an agreed schedule, cross-Supplier (Buyer Third Party suppliers) brokered data and the Buyer's IT Service Management tools requesting information performance and availability data being sent from the Supplier's management system in near real time (or real time depending on commercial viability).

- 4.2.6. The Buyer and the Supplier will agree as part of Implementation an asset and CI Data specification including, but not limited to a description of the in-scope Asset and CI frequency and expected volumes.
- 4.2.7. the Buyer will hold review meetings with the Supplier on the asset and CI data being passed. The Buyer reserves the right to request changes, if required, for a period of up to 6 months after go-live (known as Tuning Phase). All changes in this period shall be documented through the Schedule 21 (Variation Procedure).
- 4.2.8. The Buyer and the Supplier will agree an availability and performance data specification' developed during Implementation and provided by automated link including, but not limited to:
 - 4.2.8.1. the data that will be used to build the performance management database;
 - 4.2.8.2. the events that will be triggered and passed to the Buyer's IT Service Management Toolset when the required service availability is at risk of failure;
 - 4.2.8.3. how the data will provide evidence of achieved versus agreed availability and identification of areas where availability must be improved; and
 - 4.2.8.4. frequency and expected volumes.
- 4.2.9. The Supplier shall provide an automated integrated feed for filtered system and other service impacting events from Suppliers system tool(s) into the Buyer's IT Service Management Toolset TechNow and the Buyer's Application Performance Management (APM) tool. This interface shall be one-way with events being sent from the Suppliers' management system in near real time (within 30 seconds) or real time depending on commercial viability).
- 4.2.10. The Buyer and the Supplier shall agree during the Implementation Period an 'Event filtering and Correlation Rules Specification' including, but not limited to:
 - 4.2.10.1. the events that shall be passed into the Buyer's IT Service Management Toolset;
 - 4.2.10.2. 1st and 2nd level correlation rules;
 - 4.2.10.3. event types;
 - 4.2.10.4. category; and

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4.2.10.5. frequency and expected volume.

- 4.2.11. These items agreed at para 4.2.10 will form an agreed monitoring baseline. Following the First Live Payment Call the Buyer shall hold review meetings with the Supplier on the filtered events being passed. The Buyer reserves the right to tune (i.e., ask for more or less filtering to be applied) to the baseline for the Contract Period. Any extensions (or deletions) to the monitoring baseline shall be subject to the Variation Procedure. To further support monitoring and performance transparency the Buyer reserves the right to:
- 4.2.11.1. measure, using probes, the real time application and service performance at key boundaries;
 - 4.2.11.2. read only access of core monitoring platforms to enable the download of historic data for analytics; and
 - 4.2.11.3. receive any incidents and/or problems that would impact the Buyer not submitted through TechNow but resolved within the Supplier environment.
- 4.2.12. The Supplier will use the Buyer's IT Service Management Toolset TechNow to manage and maintain the Services and product catalogue request items.
- 4.2.13. The Supplier shall, when required as a result of a Service Desk access request, provide user access to the system or application as specified. Where possible the Supplier will work with the Buyer to introduce automatic fulfilment of approved access request through automation with the Buyer's ITSM toolset TechNow.
- 4.2.14. Where required, the Supplier shall change or remove End User access to systems and/or services in accordance with instructions from the Buyer in the timescales agreed.

4.3. Contract Management

- 4.3.1. Contract Management for the Services will be provided using a joint Buyer and Supplier team and the Meetings and Boards as detailed at Schedule 13 (Contract Management).
- 4.3.2. Performance MI to support contract management will be provided as outlined at Schedule 10 (Service Levels) and Required Transparency Reports as outlined in Schedule 6 (Transparency Reports).
- 4.3.3. To deliver the Contract Management of the Services the Buyer will provide:
- a) a Project Manager and support team to work in conjunction with the Supplier to manage and monitor operations.
 - b) details of standard meetings (virtual or face to face), which is adaptable to meet both the Supplier and Buyer's requirements outlined at Schedule 13 (Contract Management).

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- 4.3.4. The Supplier shall provide the following Key Roles to support the management of the Contract as outlined in Schedule 29 (Key Supplier Staff):
- a) A Project Manager to work with the Buyer to provide:
 - i. Strategic leadership and input;
 - ii. Manage the Implementation of the Services;
 - iii. Oversee the successful delivery of Services, advising the Buyer of any challenges or ways of improvement of delivery.
 - b) A Delivery Manager and Deputy to:
 - i. meet performance, targets and support the network;
 - ii. Cover all Buyer operational opening hours and to be empowered to enact Business Continuity Plans;
 - iii. provide guidance and advice on day to day operational (Buyer business) issues and share good practice to continuously improve;
 - iv. embed principles of continuous improvement and share analysis and findings with the Buyer through the Governance Structure;
 - v. Collate, interpret, and monitor real time and historic MI for the contracted operations;
 - vi. report on Buyer system unavailability (daily and weekly) and have the ability and resource to immediately raise technology incidents in relation to the Buyer IT Environment that impacts ability to answer calls or otherwise affects performance.
 - c) An Information Security Manager and Deputy to manage and report on:
 - i. Ongoing and New Security Risks audit cycle and related status;
 - ii. IT Health check cycle and remediation status;
 - iii. Information on patching and vulnerability cycle status;
 - iv. Security incident management reporting and trends;
 - v. Supplier overview of security status;
 - vi. Buyer security risk register status; and
 - vii. BCDR Plan and response to Tests undertaken.
- 4.3.5. The Buyer and Supplier Contract Management personnel will agree an appropriate method of updating the Supplier on information, changes to processes and procedures and issues relating to services before the go-live date.
- 4.3.6. The Supplier shall facilitate the meetings (virtual or face to face), supply meeting room facilities and car parking (if available) at no additional cost to the Buyer to support partnership working. Arrangements for use will

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be agreed in advance with the Supplier as detailed at Schedule 13 (Contract Management).

4.3.7. The Supplier shall provide the Buyer Monthly with:

- a) A dashboard containing pre-agreed performance and quality metrics as outlined at Schedule 10 (Service Levels);
- b) Details of revenue profile, profit profile and access to Suppliers base finance data; and
- c) Written financial & performance reports as detailed at Schedule 6 (Reporting & Transparency) specific to each service line throughout the life of the Contract in accordance with the payment mechanism and comparing performance against the service levels or on request.

4.3.8. Any payments will be recovered from the Supplier where they are at fault, monthly.

4.4. PCI Compliance and Audits

4.4.1. The Supplier shall ensure that periodic tasks required under PCI DSS shall be conducted. This includes, but is not limited to:

- a) Annual Audit and Certification of the platform;
- d) Annual Audit and Certification of Support Services;
- e) Appropriate periodic scanning by an Assured Scanning Vendor;
- f) Appropriate monitoring and application of patches;
- g) Appropriate Monitoring, Alarming and Alerting of the platform;
- h) Appropriate Incident Management for items such as hacking attempts, breaches etc;
- i) Any further evidence to ensure that PCI-DSS compliance is met; and
- j) Monthly Service Reviews with DWP.

4.4.2. The Supplier will conduct periodic reviews of Security and Compliance with the Buyer. The Buyer will conduct audits as outlined in Schedule 6 (Reporting).

4.4.3. This list is not exhaustive and will need to be adapted to meet any changes in Services, adaptations to security requirements and changing environment – cyber security, fraud, and error.

4.5. Changes in Policy and Procedure

4.5.1. The Supplier shall provide impact assessment to new Policies and Procedures and changes to existing Policies and Procedures within required timescales of Schedule 21 (Variation Form).

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- 4.5.2. The Supplier shall undertake all activities required to ensure rapid on-boarding to the Buyer's Service Management Policies and Procedures to be resolved no later than 3 reporting periods after the non-compliance has been raised.

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4.6. Management Obligations/Responsibilities

Ref	Requirement	Performance	Standards	Information
MOR – 01	The Supplier shall meet performance criteria as stipulated in Schedule 10 (Service Levels).	Delivered in accordance with Performance Indicators outlined at Schedule 10 (Service Levels).	Schedule 10 (Service Levels)	
MOR – 02	The Supplier shall provide all MI as detailed in Schedule 10 (Service Levels).	100% of MI provide to agreed standard and frequency.	Schedule 10 (Service Levels)	
MOR – 03	The Supplier shall provide MI for any new requirements identified within an agreed timescale with the Buyer.	100% of new MI requirements delivered in conformance with Variation Procedure.	Schedule 21 (Variation Procedure)	subject to Supplier ability to deliver and managed through the Variation process.
MOR – 04	The Supplier will attend the review meetings with the detail on the Asset and CI data being passed.	Provide data for first 6 SMPs.	Schedule para 2 4.2.6	The Department reserves the right to request changes, if required, for a period of up to 6 SMPs after go-live (known as Tuning Phase). All changes in this period shall be subject to the Variation Procedure.
MOR - 05	The Supplier shall provide an automated integrated feed for providing Asset and Configuration Item (CI) data from the Supplier's system tool(s) into the Department's IT Service Management Tool TechNow.	100% of Asset and Configuration Item (CI) data from the Supplier's system tool(s) into the Department's IT Service Management Tool TechNow	Schedule para 2 4.2.4	
MOR - 06	The Supplier shall provide an automated integrated feed for availability and performance data from the Suppliers system tool(s) into the Department's IT Service Management toolset TechNow and the Department's Application Performance Management (APM) tool.	100% Automated feed of availability and performance data from the Suppliers system tool(s) into the Department's IT Service Management toolset TechNow and the Department's Application Performance Management (APM) tool.	Schedule para 2 4.2.8	

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Ref	Requirement	Performance	Standards	Information
MOR – 07	The Supplier shall provide an automated integrated feed for filtered system and other service impacting events from Suppliers system tool(s) into the Department's IT Service Management Toolset TechNow and the Department's Application Performance Management (APM) tool.	100% automated integrated feed for filtered system and other service impacting events from Suppliers system tool(s) into the Department's IT Service Management Toolset TechNow and the Department's Application Performance Management (APM) tool.	Schedule para 2 4.2.9	
MOR - 08	The Supplier shall provide the Key Personnel to support the management of the Contract.	100% of Key Personnel provided in accordance with Schedule 29 (Key Supplier Staff).	Schedule 29 (Key Supplier Staff):	
MOR - 09	The Supplier facilitate the meetings identified in Schedule 13 (Contract Management).	100% of designated meetings supported.	Schedule 13 (Contract Management)	
MOR – 10	The Supplier shall provide the Buyer Monthly with Reports and MI required.	100% of Reports provided on time with the required content.	Schedule 10 (Service Levels) Schedule 6 (Transparency and Reporting) Schedule 26 (Sustainability) Schedule 31 (Buyer Specific Terms)	
MOR - 11	The Supplier shall undertake PCI Compliance and Audits as outlined in the Contract.	100% of Reports provided as requested.	Schedule 2 (Specification) Para 4.4 Schedule 6 (Transparency and Reporting) Schedule 26 (Sustainability) Schedule 31 (Buyer Specific Terms)	
MOR - 12	The Supplier shall comply with requests for information (RFI) from the Independent Case	100% of RFI responded to within agreed Timescales.	Freedom of Information Act 2000	

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Ref	Requirement	Performance	Standards	Information
	Examiner (ICE), Buyer Parliamentary Business Unit (PBU), System Access requests and those requests stimulated by Parliamentary questions, freedom of information requests and any other ad hoc requests for information by specified timescales.		Core Terms – Clause 20	
MOR - 13	The Supplier shall provide impact assessment to new Policies and Procedures and changes within required timescales and undertake all activities required to ensure rapid on-boarding to the Departments Service Management Policies and Procedures.	To be resolved no later than 3 reporting periods after the non-compliance has been raised.	Schedule 2 Para 4.5.1	

Table 6 – Management Obligations/Responsibilities

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5. Business Continuity and Disaster Recovery

- 5.1. Due to the nature of the Services provided through SCPS it is essential that there is a comprehensive BCDR Plan. The Supplier shall ensure that agreed and acceptable processes (to the Buyer) are in the Business Continuity Plan, so that in the event of major system failure there is the minimum interruption to the standard of service.
- 5.2. The Supplier shall provide detailed BCDR plans documented by the Supplier within forty (40) Working Days of the Effective Date and follow the principles detailed at Schedule 14 (Business Continuity and Disaster Recovery).
- 5.3. The Supplier must also meet the following Buyer Specific Business Continuity Management (“**BCM**”) requirements:
- 5.3.1. All BCM documentation and records must be reviewed at least annually and updated accordingly;
 - 5.3.2. All Business Continuity Plans, and incident management plans must be exercised at least annually;
 - 5.3.3. Following exercising or actual invocation of Business Continuity Plans and/or incident management plans, a lesson learned exercise must be undertaken and a lessons learned report produced within 20 Working Days of the revocation of the relevant plan; and
 - 5.3.4. Action plans for improvement must be produced within 10 Working Days, based on the lessons learned reports, and they must include clearly assigned responsibility for clearance, deadlines for completion, and regular progress checks.

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5.4. BCDR Requirements

Ref	Requirement	Performance	Standards	Information
BCDR 1	The Supplier shall provide detailed BCDR plans within (40) Working Days of the Effective Date.	Delivered on time and to Specification detailed at Schedule 10(BCDR).	Schedule 14 (BCDR)	
BCDR 2	Should there be a need to test or invoke the agreed BCDR Plan, the Supplier shall: a. Invoke the approved plan and inform the Buyer immediately; and b. Continue to provide the agreed services as soon as practicable.	Approved plan invoked and delivered when required to meet Schedule 14(BCDR) requirements.	Schedule 14 (BCDR)	
BCDR 3	The Supplier shall review the BCDR Plan every 6 months.	2 reviews annually provided and issued to Buyer.	Schedule 14 (BCDR)	
BCDR 4	The Supplier shall review the BCDR Plan it, or any part has been invoked.	Within (3) calendar Months of the BCDR Plan (or any part) having been invoked.	Schedule 14 (BCDR)	
BCDR 5	The Supplier shall exercise all BCDR and incident management plans annually.	Perform Annual BCDR Test.	Schedule 14 (BCDR)	
BCDR 6	The Supplier shall produce a lesson learned report within 20 Working Days of exercising or invoking a BCDR Plan.	Meet 20 Working Days target 100% of the time to Specification.	Schedule 14 (BCDR)	
BCDR 7	The Supplier shall provide the Buyer or its service providers reasonable access to premises to install Buyer IT if required.	100% access provided within 2 Working Days of request.	Schedule 16 (DWP Enhanced Security Requirements)	
BCDR 8	The Supplier shall provide reasonable access to its premises to enable the Buyer to undertake Security Audits.	100% access provided within 2 Working Days of request.	Schedule 16 (DWP Enhanced Security Requirements)	

Table 7 – BCDR Requirements

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6. Technology Requirements

6.1. Background

- 6.1.1. This section provides a high-level outline of the technology required to deliver the Services, as described above the Buyer requires a method for taking payments in a PCI-DSS compliant manner via its existing telephony infrastructure. This shall be via voice agent and dedicated IVR.

6.2. SCPS –

- 6.2.1. The Supplier SCPS Solution shall:

- 6.2.1.1. Provide a resilient and redundant SCPS for any organisation connected to the Buyer's Telephony Platform via inbound and outbound calls;
- 6.2.1.2. Provide a Pay page and in the case of CMG, appropriate Application Programming Interfaces (APIs) to allow payments to be taken via the Buyers Payment Provider / Acquirer;
- 6.2.1.3. Allow non-payment calls to traverse the platform, both inbound and outbound;
- 6.2.1.4. Provide an IVR Solution to allow "self-service" style payments for specific use cases with appropriate integration to CMG;
- 6.2.1.5. Configure the Solution to allow specific cards to be excluded e.g. exclude American Express;
- 6.2.1.6. Provide Management Information to the Department to allow the Department to assess supplier performance;
- 6.2.1.7. Obtain and maintain appropriate certifications require by the Buyer e.g., ISO27001.

- 6.3. The Supplier shall perform IT Service Continuity Tests in accordance with the Buyer's IT Service Continuity Test Programme and resolve any issues that are discovered during the Tests detailed at Schedule 8 Part B (Implementation Plan and Testing). The Supplier shall:

- 6.3.1.1. review, update and maintain IT Service Continuity Test Plans at least annually;
- 6.3.1.2. ensure all potential risks and threats to the Buyer's live IT Estate are assessed, notified to the Buyer with details of how these shall be mitigated. Risks or threats identified immediately, all others no later than 5 Working Days;
- 6.3.1.3. mitigate risk to the Buyer's IT Services by identifying any systems/applications which do not have Disaster Recovery in place and put a mitigation mechanism in place which ensures service continuity;

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- 6.3.1.4. perform all required activities in the event that an IT Service Continuity Event (As defined in Information Technology Infrastructure Library (ITIL)) is declared.

6.4. Support/ Systems –

- 6.4.1. Support and IT systems are required to deliver the Services and the Supplier shall:
 - 6.4.1.1. use the Buyer's IT Service Management Toolset TechNow to manage and maintain the service, product catalogue request item and Service Level Management;
 - 6.4.1.2. have appropriate systems, technological and procedural in place to be able to demonstrate this to the Buyer, its Qualified Security Assessor (QSA) and other parties as required by HMG Security Standards.
 - 6.4.1.3. integrate into the Buyer's "ticketing" system i.e., DWP Place as described in the supplied documentation. (Appendix 3 Attachment 1)

6.5. Software

- 6.5.1. The Supplier shall provide up to date information to the Buyer throughout the Contract Period on the Software, Services, and physical locations provided by the Supplier required to deliver the Services.
- 6.5.2. The Supplier shall describe any patents that may apply either that they own or are licenced to use.
- 6.5.3. The Supplier shall describe the origin of all components in use within the Solution and highlight items originating outside of the UK.

6.6. Future Initiatives

- 6.6.1. The Buyer shall outline future technology initiatives that will impact the delivery of the Services. The following initiatives are already planned or possible modifications to the Services that may be initiated by the Buyer' happen during the Contract Period. Appropriate variations will be raised using Schedule 21 (Variations) and apply at the appropriate time:
 - 6.6.1.1. Known Impact – Changes to the DWP Telephony Platform i.e., the change from NGCC to DC3. The DC3 platform is currently in the tendering stage and hence is currently of an unknown technology.
 - 6.6.1.2. Possible Impact – Taking of other numeric data and passing that data to other Buyer systems e.g. taking bank account number.
 - 6.6.1.3. Possible Impact – Use of Tokens for card storage, recurring payments, Continuous authority etc.
 - 6.6.1.4. Possible Impact – Taking payments on behalf of another Crown Body via the telephony channel.

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6.7. Technology Requirements

Ref	Requirement	Performance	Standards	Information
Tech - 01	The Supplier shall provide details detailing any applicable licences (Supplier or Third Party) with regard to the technology they provide.	Provide a full list of all licences and warranties. Linked to asset register.	Schedule 2 Para 3.3.1	
Tech - 02	The Supplier shall provide details detailing any applicable patents with regard to the technology they provide.	Provide a full list of all Patents Linked to asset register.	Schedule 2 Para 6.5.2	
Tech - 03	The Supplier shall perform IT Service Continuity Tests in accordance with the Department's IT Service Continuity Test Programme and resolve any issues that are discovered during the Tests.	Risks or threats identified immediately, all others no later than 5 Working Days.	Schedule 2 Para 6.3	
Tech - 04	The Supplier shall use the Departments' IT Service Management Toolset TechNow to manage and maintain the service, product catalogue request item and Service Level Management.	100% of Service and product catalogue request items and Service Level management to go through Tech Now.	Schedule 2 Para 6.4	See Attachment 1 Code of Connectivity.
Tech -05	The Supplier shall describe the origin of all components in use within the Solution and highlight items originating outside of the UK.	Origin or 100% of components provided.	Schedule 2 Para 6.5.3	
Tech 06	The Supplier shall support future technology initiatives that will impact the delivery of the Services.	Support Future initiatives in line with Schedule 21 (Variations).	Schedule 21 (Variation)	

Table 8 – Technology Requirements

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7. Security Requirements

- 7.1. The Supplier shall be required to adhere to requirements outlined at Schedule 16 (DWP Enhanced Security Requirements).
- 7.2. The management of all OFFICIAL marked materials on all medias will be required to adhere to the relevant data management and disposal requirements at Annex A of Schedule 16 (DWP Enhanced Security Requirements).
- 7.3. Data is considered to be OFFICIAL for small amounts of data; and OFFICIAL for aggregated amounts of information, as defined in the HMG Security Policy Framework.
- 7.4. The Supplier and any of its Sub - contractors shall not access, process, host, or transfer Buyer Data outside the United Kingdom without the prior written consent of the Buyer, and where the Buyer gives consent, the Supplier shall comply with any reasonable instructions notified to it by the Buyer in relation to the Buyer Data in question. The provisions set out in this paragraph shall apply to Landed Resources.
- 7.5. The Buyer has legal and regulatory obligations to verify that the Supplier has a reasonable standard of security in place to protect Buyer Data and assets.
- 7.6. The Buyer is committed to the protection of its information, assets, personnel and expects the same level of commitment from its suppliers (and sub-Suppliers if applicable).
- 7.7. To protect the Buyer appropriately, DWP's Security Supplier Assurance requirements align to industry good practice and are proportionate to the security risk level of the Contract can be found in Schedule 16 (DWP Enhanced Security Requirements).
- 7.8. This includes but is not limited to: -
 - 7.8.1. Updated "Security Schedule";
 - 7.8.2. A set of security questions at qualification stage to assess the current security posture of the Supplier and their capability to meet Buyer Security Requirements (based on National Cyber Security Centre (NCSC 10 Security Principles);
 - 7.8.3. Replacement of "Security Plans" with the completion of the "Information Security Questionnaire" as part of the tender submission and annually thereafter (upon request);
 - 7.8.4. Compliance with the Buyer's relevant policies and standards, found at "gov.uk."; and
 - 7.8.5. Certification to industry good practice certifications such as "ISO27001" and "Cyber Essentials Plus".

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- 7.9. The Supplier must comply with the requirements for adequately and proportionately securing data, in line with the provisions of Clause 19 of the Core Terms, paragraph, 2.1 Call Off Schedule 16 (DWP Enhanced Security Requirements).
- 7.10. The standards are based on and follow ISO 27001 and Cabinet Office Security Standards detailed at <https://www.gov.uk/government/publications/security-policy-framework>.
- 7.11. The Supplier shall also provide a level of security which meets the requirements of the Cyber Essentials Scheme.
- 7.12. Buyer Security personnel must also have access to Supplier premises to conduct audits on processes and procedures used to provide the service as deemed necessary, and to perform physical security audits on the premises as required.
- 7.13. The Supplier shall provide ongoing support for the Solution in line with the stated service levels. This means the Supplier must cooperate with the DWP QSA in line with PCI requires to allow DWP to obtain its own compliance.
- 7.14. The Supplier shall act upon agreed enhancements to security process and procedures as required by Department security.
- 7.15. Security Audit Support - The Supplier shall support the security assurance audit (IT health check). Supplier and the Department to organise and complete audits. This includes but is not limited to:
 - 7.15.1. providing access to all relevant resources such as, staff with sufficient knowledge of the subject matter of the audit, Supplier premises and relevant information;
 - 7.15.2. liaising directly with the security assurance audit Supplier to try to agree factual accuracy of non-compliances and observations.
 - 7.15.3. agreement shall not be unreasonably withheld by the Supplier. A clear explanation must be provided to the security assurance audit Supplier for any non-agreement;
 - 7.15.4. providing remedial actions with owners and completion dates to the Department for each non-compliance that is agreed not more than 10 Working Days following the agreement of factual accuracy.

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7.16. Security Requirements

Ref	Requirement	Performance	Standards	Information
SY – 01	The Supplier shall be required to adhere to requirements outlined at Schedule 16 (DWP Enhanced Security Requirements).	Adhere to 100% of requirements outlined in Security Schedule	Schedule 16 (DWP Enhanced Security Requirements)	
SY 02	The Supplier shall appoint an Information Security Manager and a Deputy.	Supplier shall notify the Buyer of the identity of the Information Security Manager on the Start Date and, within 5 Working Days following any change in the identity of the Information Security Manager.	Schedule 16 (DWP Enhanced Security Requirements) Para 3.2 Schedule 29 (Key Supplier Staff) Annex 1	
SY-03	The Supplier shall ensure that the Information Security Management System meets the Security Policies and Standards.	Full adherence to standards as specified by ISO/IEC 27001.	Schedule 16 (DWP Enhanced Security Requirements) Para 3.4 ISO/IEC 27001	
SY-04	The Supplier shall provide copies of the Information Security Management System to the Buyer upon request.	Within 10 Working Days from such request.	Schedule 16 (DWP Enhanced Security Requirements) Para 3.5	
SY - 05	The Supplier shall notify the Buyer of any failure to obtain an ISO Certificate or a revocation of an ISO Certificate	Within 2 Working Days of confirmation of such failure or revocation.	Schedule 16 (DWP Enhanced Security Requirements) Para 3.6	
SY - 06	The Supplier shall carry out regular Security Tests in compliance with ISO/IEC 27001 and shall provide any	Within 10 Working Days after completion of the relevant audit.	Schedule 16 (DWP Enhanced Security Requirements) Para 3.7 ISO/IEC 27001	

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Ref	Requirement	Performance	Standards	Information
	associated security audit reports to the Buyer.			
SY-07	The Supplier shall provide a level of security which meets the requirements of the Cyber Essentials Plus Scheme.	Supplier and Sub-Suppliers meet all requirements of Cyber Essentials Plus Scheme.	Schedule 16 (DWP Enhanced Security Requirements) para 4.1	
SY - 08	The Supplier shall notify the Buyer of any failure to obtain Cyber Essentials Plus or a revocation of Cyber Essentials Plus.	Within 2 Working Days of confirmation of such failure or revocation.	Schedule 16 (DWP Enhanced Security Requirements) Para 4.2	
SY – 09	The Supplier shall provide the Risk Management Policy to the Buyer.	Upon request within 10 Working Days of such request.	Schedule 16 (DWP Enhanced Security Requirements) Para 5.1	
SY - 10	The Supplier shall carry out a Risk Assessment (i) at least annually, (ii) in the event of a material change in the Supplier's Systems Environment or in the threat landscape or (iii) at the request of the Buyer.	See Schedule 16 (DWP Enhanced Security Requirements) Para 5.2.	Schedule 16 (DWP Enhanced Security Requirements) Para 5.2	
SY - 11	The Supplier shall maintain up-to-date attestation of compliance certificates ("AoC") provided by a qualified security assessor accredited by the PCI and up-to-date reports on compliance ("RoC") provided by a	The Supplier shall provide the respective PCI Reports to the Buyer upon request within 10 Working Days of such request.	Schedule 16 (DWP Enhanced Security Requirements) Para 7.2	

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Ref	Requirement	Performance	Standards	Information
	qualified security assessor or an internal security assessor.			
SY - 12	The Supplier shall notify the Buyer of any failure to obtain a PCI Report or a revocation of a PCI Report.	Within 2 Working Days of confirmation of such failure or revocation.	Schedule 16 (DWP Enhanced Security Requirements) Para 7.3	
SY - 13	The Supplier must enable access by the Buyer Security Representatives of premises to conduct audits on processes and procedures.,	Access provided 100% of occurrences for Buyer Audit	Schedule 16 (DWP Enhanced Security Requirements)	
SY - 14	The Supplier shall enable access by Buyer Security Representatives to perform physical security audits on the Suppliers premises as required.	Access provided 100% of occurrences for Buyer Audit.	Schedule 16 (DWP Enhanced Security Requirements) Para	
SY - 15	The Supplier shall ensure that all personnel working with the DWP are cleared to the appropriate security level i.e. BPSS.	All supplier resources working on contract have BPSS Security Clearance.	Schedule 16 (DWP Enhanced Security Requirements) Annex A	HMG personnel security controls - GOV.UK (www.gov.uk)
-Y - 16	The Supplier shall ensure that personnel with privileged access are cleared to SC level.	All Supplier resources working on the Contract with privileged access have SC Security Clearance.	Schedule 16 (DWP Enhanced Security Requirements) Annex A/B	HMG personnel security controls - GOV.UK (www.gov.uk) Privileged access is defined as resources with access to items marked OFFICIAL

Table 9 – Security requirements

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8. Change Management

8.1. Background

- 8.1.1. The obligations on the Supplier under Schedule 11 (Continuous Improvement) shall be read alongside this requirement.
- 8.1.2. Continuous Improvement is a change in delivery which can be defined as a shift, realignment, or fundamental change in business operations. The Buyer approach to Continuous Improvement is aimed at enhancing the service experience for End Users and Buyer Third Parties including:
 - a) End User;
 - b) System and process users; and
 - c) Taxpayer.
- 8.1.3. The Supplier shall support Continuous Improvement by bringing their knowledge, experience and thinking to the table. Any transformational change which will enhance the SCPS service for End Users is in scope. That can be but not isolated to:
 - a) performance;
 - b) customer experience;
 - c) quality;
 - d) learning;
 - e) culture; and
 - f) digital.
- 8.1.4. The Buyer is looking to draw on Supplier experience in SCPS to:
 - a) promote on-line services to reduce non-value add contact;
 - b) enhance support to most vulnerable claimants;
 - c) reduce non-value add contact, re-work, and avoidable contact;
 - d) identify and deliver process changes to drive improvements in services; and
 - e) ensure all contact is appropriately managed as measured through the Quality framework as outlined in Schedule 10 (Service Levels), monitoring of calls and analysis of handover data.
- 8.1.5. To support the delivery of Continuous Improvement the Supplier shall be required to:
 - a) Provide input towards Annual Continuous Improvement Plan as outlined at Paragraph 1.3 of Schedule 11 (Continuous Improvement) and progress reports that include the identification of improvement opportunities / issues that require further exploration.

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- b) Provide input at the Performance and Account Management Board to discuss and approve key opportunities to be developed as detailed at Annex A of Schedule 13 (Contract Management).
 - c) Use expertise in undertaking feasibility studies – working with Buyer colleagues to recommend Proof of Concepts (POCs) and formal trials. Work with Buyer design colleagues in taking forward opportunities.
 - d) Supporting by hosting agreed POCs and trials – undertaking root cause analysis, problem solving, and data gather to inform analysis and next steps and supporting Buyer colleagues in validating Return on Investment.
 - e) Using their experience of working with wider contracts and other large-scale companies/organisations to provide insight and identify best practice to help inform improvement opportunities.
 - f) Working in partnership with the Supplier, the Buyer is looking to use Supplier experience in outsourced services for:
 - I. Collaborating with Buyer to transform and embed optimal processes, bringing to the attention of SCPS Design colleagues' areas for potential improvement; and
 - II. Collaborating with Buyer to transform and embed optimal processes, bringing to the attention of SCPS colleague's areas for potential improvement.
 - g) support the delivery of several existing programmes.
- 8.1.6. To support the Performance and Account Management Board, the process whereby the Supplier shall input innovations and continuous service improvements will be as follows:
- a) the Supplier shall forward all innovation opportunities to the Buyer Contract Management Team (CMT), this will be via the Performance and Account Management Board as outlined at Annex A to Schedule 13 (Contract Management);
 - b) The Buyer's CMT will be responsible for ensuring that the Buyers' SCPS development team are informed of all innovations from the Supplier, and these will be logged using the Buyer's internal JIRA System and tagged as a Supplier innovation.

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8.2. Continuous Improvement Requirements

Ref	Requirement	Performance	Standards	Information
CI-01	The Supplier shall provide an Annual Continuous Improvement Plan for review by the Buyer.	Report provided within 6 months of Effective Date and then annually.	Schedule 11 (Continuous Improvement) Para 1.3 and 1.4	
CI-02	The Supplier shall submit a revised Continuous improvement plan if it is rejected by the Buyer.	The revised Continuous Improvement Plan reflecting the changes required will be provided by the Supplier, within ten (10) Working Days of receipt of notice of rejection.	Report should contain the information as detailed at Schedule 11 (Continuous Improvement) para 1.5	
CI-03	The Supplier shall deliver Opportunities identified and agreed by the Buyer for delivery by the Contract Management Board.	100% of Opportunities identified for delivery delivered to agreed time, cost, and quality parameters.	Report should be delivered as detailed at Schedule 11 (Continuous Improvement)	
CI-04	The Supplier shall provide support to all existing Buyer continuous improvement programmes.	Support to all programmes identified.	Up to date list to be provided on mobilisation post Contract Award	
CI 05	The Supplier shall ensure that any changes will be compatible with the Department's future contact centre platform (CCMP).	100% of changes compatible with CCMP.		

Table 10 – Continuous Improvement

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9. Corporate Social Responsibility

9.1. Background

- 9.1.1. Social value legislation places a legal requirement on all public bodies to consider the additional social, economic, and environmental benefits that can be realised for individuals and communities through commissioning and procurement activity, and to deliver them. The Supplier is referred to Schedule 26 (Sustainability) and 31 (Buyer Specific Terms) in relation to these obligations.
- 9.1.2. The Buyer expects all contracted suppliers (including the Supplier) to adhere to the expected standards of service considering the well-being of staff and customers and expects that the Supplier will:
- a) demonstrate tackling economic inequality and equal opportunity;
 - b) demonstrate action to support health and wellbeing including physical and mental health within the contract workforce;
 - c) influence staff suppliers, customers, and communities through delivery of the Contract to support health and wellbeing, including physical and mental health;
 - d) demonstrate action to identify and tackle inequality in employment, skills, and equal pay in the Contract workforce;
 - e) support in-work progression to help people, including those from disadvantaged or minority groups, to move into higher paid work by developing new skills relevant to the Contract; and
 - f) demonstrate action to identify and manage the risks of modern slavery in the delivery of the Contract including in the supply chain.
- 9.1.3. The Buyer requires the Supplier to comply with the provisions of the Supplier Code of Conduct, Schedule 26 Para 5 (Sustainability) .

9.2. Services to Be Provided

- 9.2.1. **Equality and Accessibility** – the Supplier shall support the Buyer in fulfilling its Public Sector Equality duty under S149 of the Equality Act 2010. As detailed at Clause 32 of the Core terms, Schedule 26 Part A Para 1(Sustainability) and the delivery of the Diversity and Equality Plan as outlined at Schedule 31 Appendix 1 Para 2 (Buyer Specific Terms)
- 9.2.2. **Modern Slavery** – Supplier shall further support the elimination of modern slavery throughout their supply chains in accordance with Schedule 26 Paragraph 3 (Sustainability) an ensure that the:
- a) Supplier shall always be compliant with the provisions of the Modern Slavery Act 2015; and
 - b) Supplier shall annually complete the Modern Slavery Assessment Tool as directed by the Cabinet Office and the Buyer.

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- c) Supplier shall make the outcomes of their Modern Slavery Assessment available to the Buyer when requested.
- 9.2.3. Income Security – Meet the requirements detailed at Schedule 24 (Financial Security) .
- 9.2.4. Working Hours – Meet the Employment Law requirements detailed Schedule 26 Part A Paragraph 2 (Sustainability); and
- 9.2.5. Sustainability – Meet the requirements detailed at Schedule 28 (Sustainability).

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9.3. Social Value Requirements

Ref	Requirement	Performance	Standards	Information
CSR 1	Suppliers to comply with the provisions of the Supplier Code of Conduct.	Supplier 100% compliant always.	Supplier Code of Conduct Version 2 Dated Feb 2019	
CSR 2	The Supplier shall support the Buyer in fulfilling its Public Sector Equality duty under S149 of the Equality Act 2010.	Supplier 100% compliant always.	S149 of the Equality Act 2010.	
CSR 3	Supplier shall always be compliant with the provisions of the Modern Slavery Act 2015.	Supplier 100% compliant always.	Modern Slavery Act 2015	
CSR 4	Supplier shall annually complete the Modern Slavery Assessment Tool as directed by the Cabinet Office and the Buyer.	Supplier 100% compliant always.	Modern Slavery Act 2015	
CSR 5	Supplier shall make the outcomes of their Modern Slavery Assessment available to the Buyer when requested.	Supplier 100% compliant always.	Modern Slavery Act 2015	
CSR 6	The Supplier shall ensure that that all wages and benefits paid for a standard working week meet, at a minimum, national legal standard in the country of employment.	Supplier 100% compliant always.	Schedule 26 Part A Paragraph 2 (Sustainability)	
CSR 7	The Supplier shall ensure that all Supplier Staff are provided with written and understandable Information about their employment conditions in respect of wages before they enter employment and about the particulars of their wages for the pay period concerned each time that they are paid.	Supplier 100% compliant always.	Schedule 26 Part A Paragraph 2 (Sustainability)	
CSR 8	The Supplier shall not make deductions from wages: <ul style="list-style-type: none"> a. as a disciplinary measure b. except where permitted by Law; or c. without expressed permission of the worker concerned. 	Supplier 100% compliant always.	Schedule 26 Part A Paragraph 2 (Sustainability)	
CSR 9	The Supplier shall record all disciplinary measures taken against Supplier Staff.	Supplier 100% compliant always.	Schedule 26 Part A Paragraph 2 (Sustainability)	
CSR 10	The Supplier shall ensure that their Staff are engaged under a recognised employment	Supplier 100% compliant always.	Schedule 26 Part A Paragraph 2 (Sustainability)	

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Ref	Requirement	Performance	Standards	Information
	relationship established through national law and practice.			
CSR 11	The Supplier shall ensure that the working hours of Supplier Staff comply with national laws, and any collective agreements.	Supplier 100% compliant always.	Schedule 26 Part A Paragraph 2 (Sustainability)	
CSR 12	The Supplier shall ensure that the working hours of Supplier Staff, excluding overtime, shall be defined by contract, and shall not exceed 48 hours per week unless the individual has agreed in writing.	Supplier 100% compliant always.	Schedule 26 Part A Paragraph 2 (Sustainability)	
CSR 14	The Supplier shall ensure that the total hours worked in any seven-day period shall not exceed 60 hours.	Supplier 100% compliant always.	Schedule 26 Part A Paragraph 2 (Sustainability)	
CSR 15	The Supplier shall ensure that all Supplier Staff shall be provided with at least one (1) day off in every seven (7) day period or, where allowed by national law, two (2) days off in every fourteen (14) day period.	Supplier 100% compliant always.	Schedule 26 Part A Paragraph 2 (Sustainability)	
CSR 16	The Supplier shall meet the applicable Government Buying Standards applicable to the Deliverables.	Supplier 100% compliant always.	Schedule 26 Part A Para 1 (Sustainability)	

Table 11 – Corporate Social Responsibility

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STANDARDS

10. Standards

10.1. Background

- 10.1.1. There are a number of Standards that the Buyer requires the Supplier to adhere to. This paragraph outlines those standards and how they are to be managed.

10.2. General

- 10.2.1. Throughout the Contract Period, and any Extension Period, the Parties shall monitor and notify each other of any new or emergent standards which could affect the Supplier's provision, or the Buyer's receipt, of the Services. Any changes to the Standards, including the adoption of any such new or emergent standard, shall be agreed in accordance with the Variation Procedure.
- 10.2.2. Where a new or emergent standard is to be developed or introduced by the Buyer, the Supplier shall be responsible for ensuring that the potential impact on the Supplier's provision, or the Buyer's receipt, of the Services is explained to the Buyer (in a reasonable timeframe), prior to the implementation of the new or emergent standard.
- 10.2.3. Where Standards referenced conflict with each other or with Good Industry Practice, then the later Standard or best practice shall be adopted by the Supplier. Any such alteration to any Standard(s) shall require the prior written agreement of the Buyer and shall be implemented within an agreed timescale.

10.3. Technology and Digital Service Practice

- 10.3.1. The Supplier shall (when designing, implementing, and delivering the Services) adopt the applicable elements of HM Government's Technology Code of Practice as documented at

<https://www.gov.uk/service-manual/technology/code-of-practice.html>.

10.4. Open Data Standards & Standards Hub

- 10.4.1. The Supplier shall comply to the extent within its control with UK Government's Open Standards Principles as documented at:

<https://www.gov.uk/government/publications/open-standards-principles/open-standards-principles>

10.5. Service Management of Software & Standards

- 10.5.1. Subject to Paragraphs 11.2 to 11.4 (inclusive), the Supplier shall reference relevant industry and HM Government standards and best practice guidelines in the management of the Services, including the following and/or their equivalents:

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- a) ITIL v4;
 - b) ISO/IEC 20000-1 2018 “Information technology — Service management – Part 1”;
 - c) ISO/IEC 20000-2 2019 “Information technology — Service management – Part 2”;
 - d) ISO 10007: 2017 “Quality management systems – Guidelines for configuration management”; and ISO 22313:2020 “Security and resilience. Business continuity management systems. Guidance on the use of ISO 22301”; and
 - e) ISO/IEC 27031:2011 and ISO 22301:2019.
- 10.5.2. For the purposes of management of the Services and delivery performance the Supplier shall make use of Software that complies with Good Industry Practice including availability, change, incident, knowledge, problem, release & deployment, request fulfilment, service asset and configuration, service catalogue, service level and service portfolio management. If such Software has been assessed under the ITIL Software Scheme as being compliant to “Bronze Level,” then this shall be deemed acceptable.

OPTIONAL SERVICES

11.Optional Services

- 11.1. During the Contract Period or any Extension Period there may be a requirement for the addition of Optional Services detailed at 12.2 in Table 12 below. These will be triggered using the Variation Process outlined at Schedule 21 (Variation Procedure.)

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11.2. Optional Services

Optional Service Lines <i>(Specifically, names Service Lines which may be ordered)</i>	Description of Optional Services (General) <i>(General description of all Optional Services which are within scope which may be ordered)</i>	Service On-boarding arrangements
<p>The scope of this Contract includes the optional provision of the service lines detailed below.</p> <ol style="list-style-type: none"> 1. Nailed up PSTN (Optional) – The DWP may require additional outbound call capacity to enable DWP to deploy a Nailed Up PSTN Solution to deliver voice connectivity to 3rd party outsourcer for up to 6 months after contract start. 2. Additional Agents (Optional) - May require an additional Agents (SIP Licences) to enable DWP to deploy NU PSTN Solution. 3. Additional OB channels - required as a tactical Solution to support significant increase in volume of long duration outbound calls being generated by the Genesys platform. 	<p>The scope of this Contract includes the provision of general Optional Services (including the Optional Service Lines).</p>	<p>The on boarding of potential future services will be dealt with in accordance with the provisions of Schedule 21 (Variation)</p> <p>In accordance with the provisions of that schedule, the Buyer will request a Variation (by issuing a Variation Form) leading to the Supplier providing an Impact Assessment; the Parties considering each element in determining the inclusion of an Optional Service based on quality, VFM demonstration and service fit.</p>

Table 12 – Optional Services

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Appendices

1. Abbreviations
2. Current Test Environment and Path to Live Buyer Provided Dependencies
3. Attachments

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Appendix 1 Abbreviations

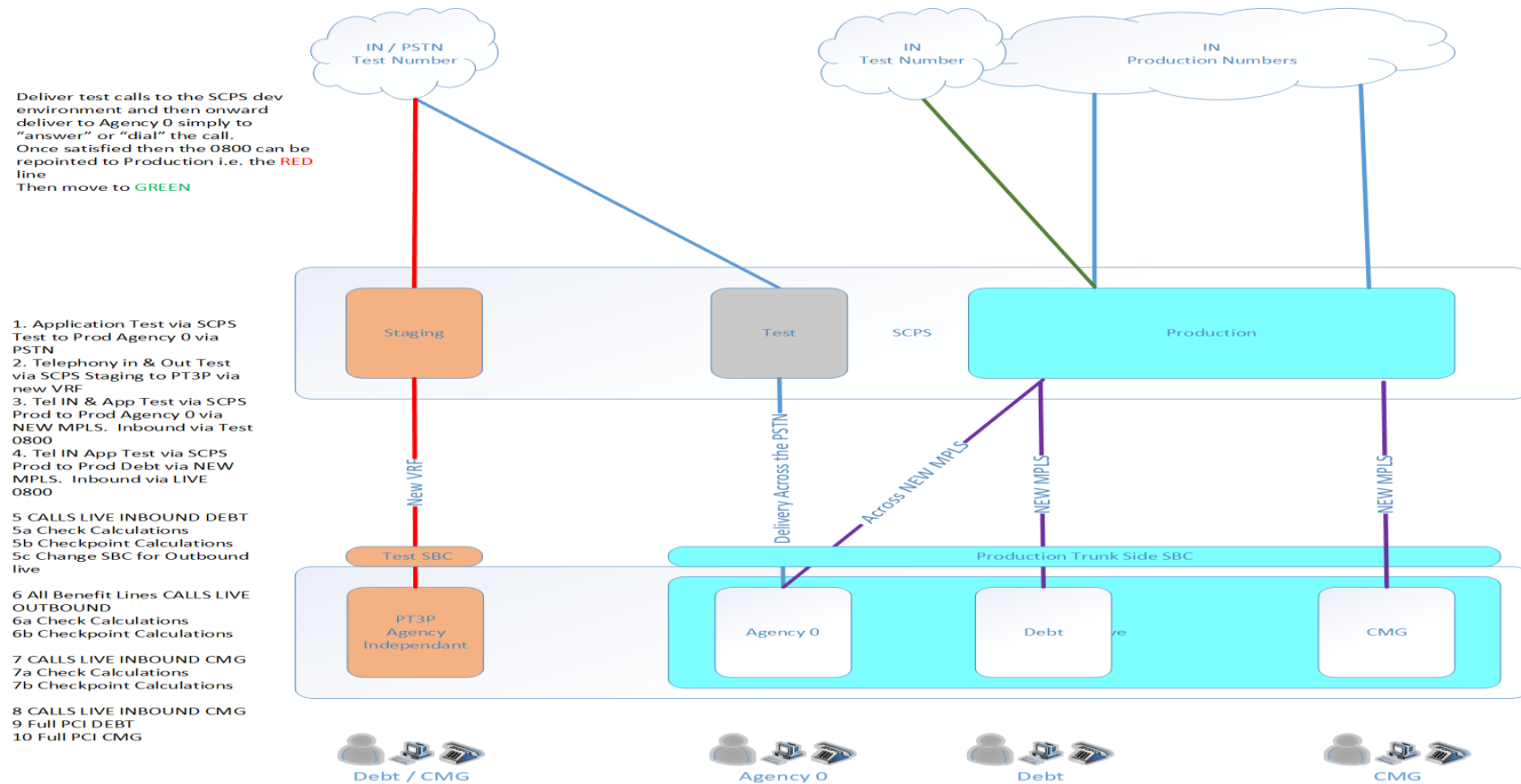
Abbreviation	Definition
PCI-DSS	Payment Card Industry Data Security Standards
SDM	Service Design and Management
CID	Customer Intelligence and Digital
NGCC	Next Generation Contact Centre
DM	Debt Management
CMG	Child Maintenance Group
HMRC	Her Majesties Revenue and Customs
DD	Direct Debit
SMI	Support for Mortgage Interest
GDPR	General Data Protection Regulations
CRU	Compensation Recovery Unit
TL's	Team Leaders
QSA	Qualified Security Assessor
ESRM	Enterprise Security & Risk Management
CL&D	Change Learning and Delivery
DWP	Department for Works and Pensions
IPT	Internet Protocol Telephony
TechNow	The application in use by the Department for Helpdesk type purposes, based on ServiceNow

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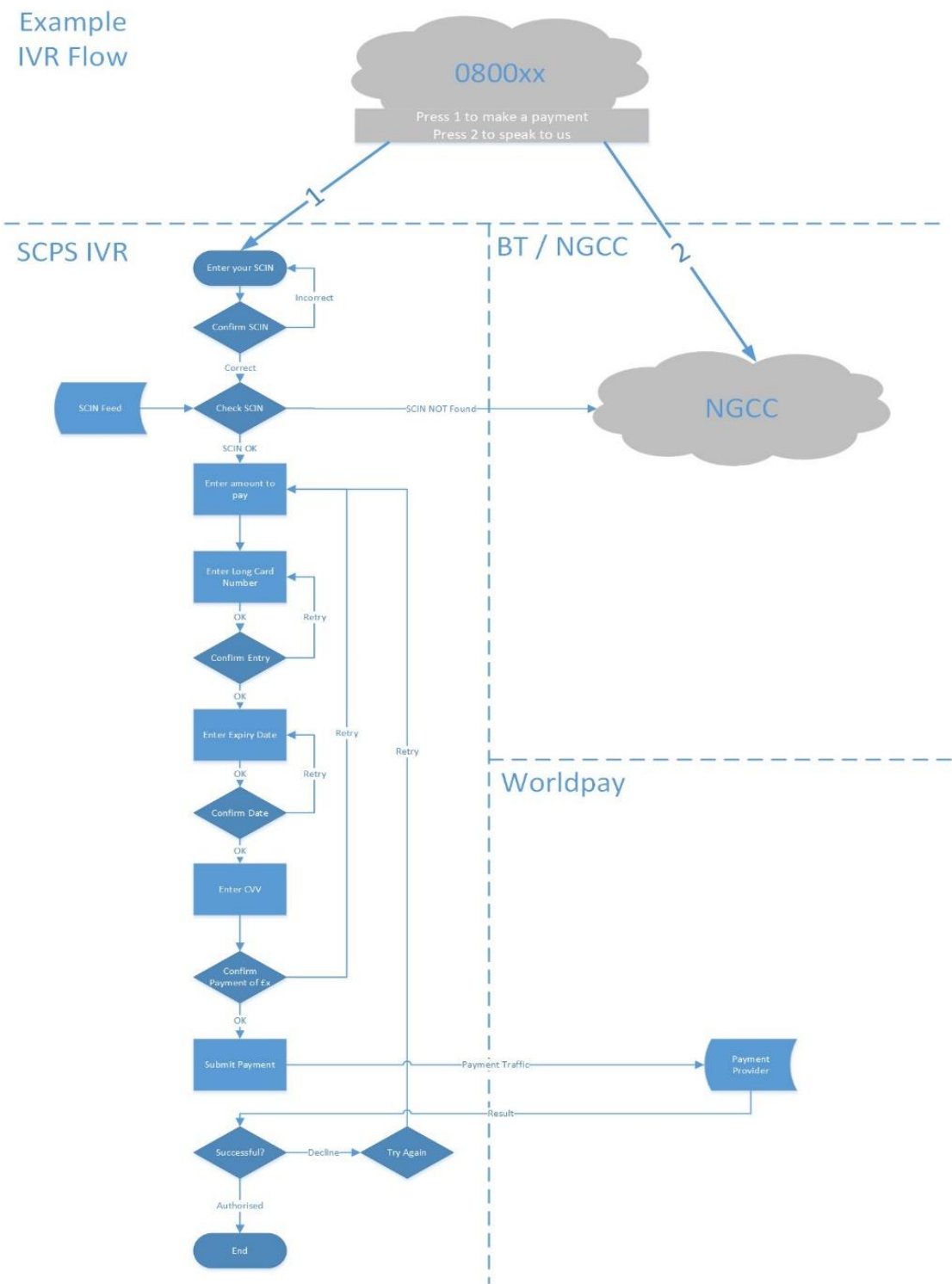
2. Appendix 2 - Current Test Environment and Path to Live

The diagram below describes the current, staging, Test and Production environments in use. The staging can also be used for development activities for the API integration used within CMS2012. The Test environment is used to perform pre-production testing to ensure that items within the call path operate correctly. This will include items such as call path, voice quality, securing the call, taking test payments etc.



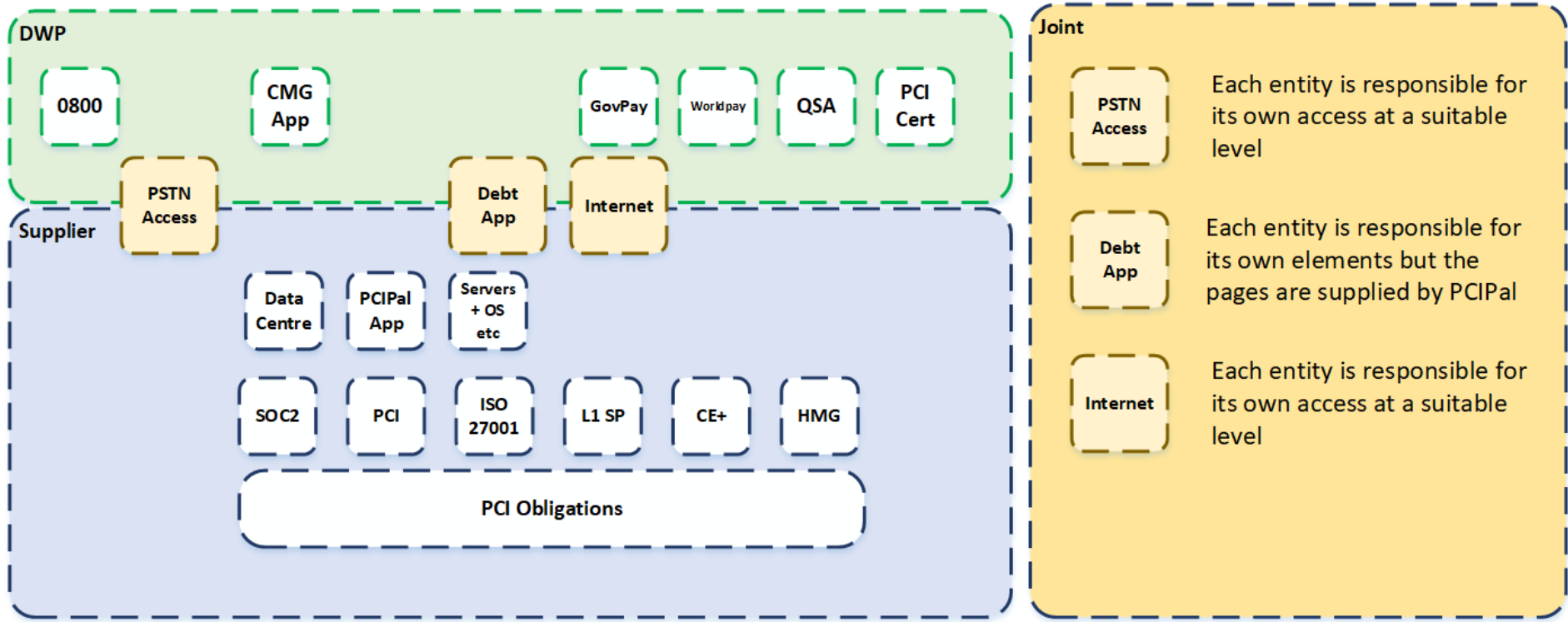
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The diagram below provides an example call flow for the separate “self-service” IVR



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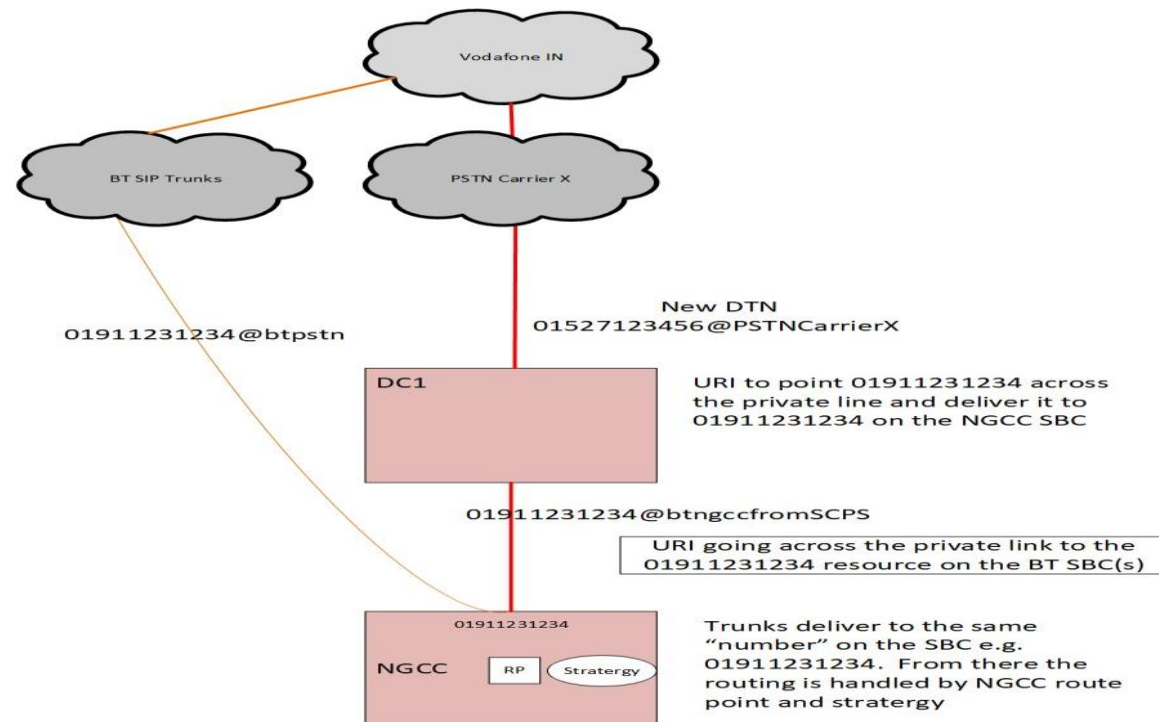
The diagram below shows an example service demarcation for the service, i.e., the items the supplier and DWP are separately responsible for along with any items that are a joint responsibility.



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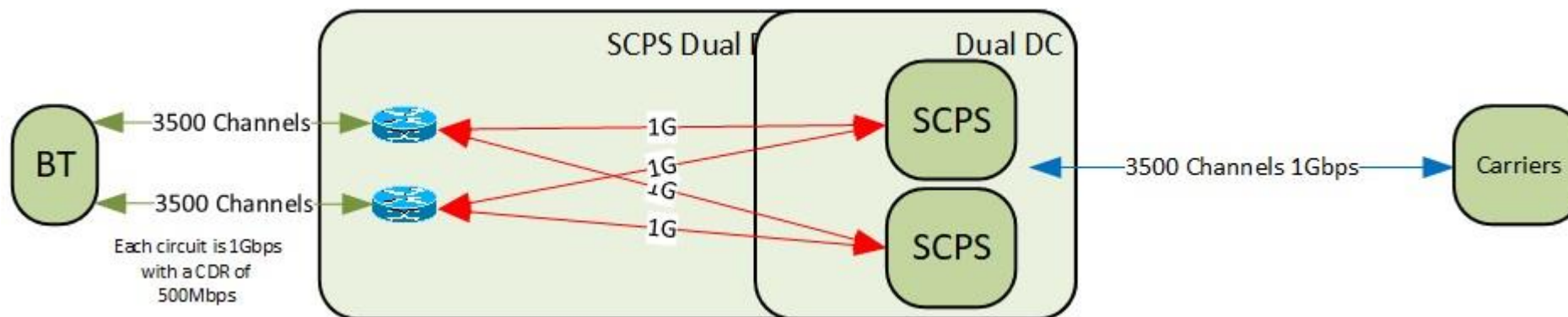
The diagram below shows the current high level NGCC architecture and where the descoping is expected to occur I.e. all NGCC components are descoped. As can be seen there are 2 data centres and each can accept the full call load regardless of where a failure occurs e.g. if lines into DC2 fail, DC1 can accept the full load and call traverse the interconnected to agents that may be connected to DC2. The NGCC Solutions has no single points of failure, it is expected that the supplier Solution will operate in a similar way.



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The diagram below shows an example of supplier Solution e.g., multiple data centres, multiple circuit paths etc.



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Appendix 3 – Attachment

Item #	Title	Description	Attachment
1	Code of Connectivity	This Code of Connectivity (CoCo) summarises the requirements for a 3rd party supplier to connect from their corporate infrastructure directly to the DWP Place platform which is based on ServiceNow.	 Code of Connectivity

Schedule 3 (Charges)

1. How Charges are calculated

1.1 The Charges:

- 1.1.1 shall be calculated in accordance with the terms of this Schedule;
- 1.1.2 cannot be increased except as specifically permitted by this Schedule and in particular shall only be subject to Indexation where specifically stated in the Award Form; and

1.2 Any variation to the Charges payable under a Contract must be agreed between the Supplier and the Buyer and implemented using the procedure set out in this Schedule.

2. The pricing mechanisms

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

3. Are costs and expenses included in the Charges.

3.1 The Charges shall include all costs and expenses relating to the provision of Deliverables. No further amounts shall be payable in respect of matters such as:

- 3.1.1 incidental expenses such as travel, subsistence and lodging, document or report reproduction, shipping, desktop or office equipment costs, network or data interchange costs or other telecommunications charges; or
- 3.1.2 costs incurred prior to the commencement of this Contract.

4. When the Supplier can ask to change the Charges

4.1 The Charges will be fixed for the Initial Contract Period.

4.2 In the event that the Authority elects to extend the Contract, in accordance with the Award Form the Charges may be adjusted on the first day of any Extension Period and on the following yearly anniversary, where relevant (the “**Review Date**”).

4.3 The Supplier shall give the Buyer at least three (3) Months' notice in writing prior to a Review Date where it wants to request an increase. If the Supplier does not give notice in time, then it will only be able to request an increase prior to the next Review Date.

4.4 Any notice requesting an increase shall include:

- 4.4.1 a list of the Charges to be reviewed.
- 4.4.2 for each of the Charges under review, written evidence of the justification for the requested increase including:
 - a. a breakdown of the profit and cost components that comprise the relevant part of the Charges;
 - b. reasons for the movement in the different identified cost components of the relevant Charges;

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- c. evidence that the Supplier has attempted to mitigate against the increase in the relevant cost components; and
 - d. evidence that the Supplier's profit component of the relevant Charges is no greater than that applying to Charges using the same pricing mechanism as at the Effective Date.
- 4.5 The Buyer shall consider each request for a price increase. The Buyer may grant approval to an increase at its sole discretion.
- 4.6 Any approval by the Buyer pursuant to Paragraph 4.5 shall be on the condition that the change to the Charges shall not exceed the Indexation Calculation as set out in paragraph 8 below.
- 4.7 Where the Buyer approves an increase then it will be implemented from the first (1st) Working Day following the relevant Review Date or such later date as the Buyer may determine at its sole discretion and Annex 1 shall be updated accordingly.

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

- 5.1 The Charges can also be varied (and Annex 1 will be updated accordingly) due to:
 - 5.1.1 a Specific Change in Law in accordance with Clauses 28.6 to 28.8.
 - 5.1.2 a benchmarking review in accordance with Schedule 12 (Benchmarking);
 - 5.1.3 a request from the Supplier, which it can make at any time, to decrease the Charges; and
 - 5.1.4 verification of the Allowable Assumptions in accordance with Paragraph 6.

6. Allowable Assumptions

- 6.1 Before the end of its associated Verification Period, the Supplier will determine whether each Allowable Assumption is accurate.
- 6.2 The Buyer will provide the Supplier with reasonable assistance when it is determining if an Allowable Assumption is accurate.
- 6.3 Within ten (10) Working Days following the end of a Verification Period, the Supplier will send a written report to the Buyer setting out its verification results for the relevant Allowable Assumption, including whether the Charges or Implementation Plan (if applicable) require adjustment.
- 6.4 Each Allowable Assumption will be deemed to be accurate if the Supplier cannot show has an impact on the Charges or the Implementation Plan to the reasonable satisfaction of the Buyer.
- 6.5 If the Supplier can show that an Allowable Assumption has an impact on either the Charges or the Implementation Plan (if applicable) then:
 - 6.5.1 the Supplier will take all reasonable steps to mitigate the impact of the Allowable Assumption.
 - 6.5.2 the Supplier may propose a reasonable Variation arising as a direct result of such impact and such Variation shall be limited by any constraints set out in the table in Annex 2.

7. Indexation Calculation

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- 7.1 The Indexation Calculation shall be made in accordance with the changes in the CPI annual Rate.

<https://www.ons.gov.uk/economy/inflationandpriceindices/timeseries/l55o/mm23>

(the “**Index**”) pursuant to paragraph 8.3. All other costs, expenses, fees and charges shall not be adjusted to take account of any inflation, change to exchange rate, change to interest rate or any other factor or element which might otherwise increase the cost to the Supplier.

- 7.2 Charges shall not be indexed during the Initial Contract Term (the “**Non-Indexation Period**”)

- 7.3 The Charges may be subject to Indexation for any Extension Period or Extension Periods exercised by the Buyer, subject always to the Buyer’s approval pursuant to paragraph 5.6 above. Where the Buyer approves such an increase to the Charges the Charges will be indexed from the first day of the Review Period to reflect the percentage change in the Index during the one-year period immediately prior to the end of the Non-Indexation Period. Any Buyer approved subsequent adjustments shall take place on each following yearly anniversary to reflect the percentage change in the Index since the previous change.,

- 7.4 Where the Index;

7.4.1 Used to carry out the indexation calculation is updated, (for example due to it being provisional) then the indexation calculation shall also be updated unless the Buyer and Supplier agree otherwise; or

7.4.2 Is no longer published, the Buyer and the Supplier shall agree an appropriate replacement index which shall cover to the maximum extent possible the same economic activities as the original index.

8. The Supplier acknowledges and has submitted its Tender Response on the understanding that no guarantee is given by the Buyer in respect of levels or values of Services referred to in the Schedules which are indicative only and shall not be binding on the Buyer. The Buyer is not required to make any minimum spend, nor to order a minimum volume of Services or any part thereof, under this Contract and there is no minimum spend condition.

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Annex 1: Rates and Prices**Table 1: Fixed/Firm Prices**

The rates below shall not be subject to variation by way of Indexation.

Type of Charge	Fixed/Firm Charge (£)
Implementation Milestone 1 – Completion of Build, Test and fully ready to commence delivery of the Services (85% of Implementation Costs)	<div></div> <div></div>
Implementation Milestone 2 - Retention (15% of Implementation Costs)	<div></div> <div></div>

Table 2: Core Costs Volume Based Prices and Fixed Prices

The rates below shall not be subject to variation by way of Indexation during the Initial Contract Period and any variation to the Charges in any Extension Period shall be effected only in accordance with paragraphs 5 and 7 of this Schedule.

Item	Description	Billing Period	Charge per billing period	Price Type
Secure Card Payment Services (SCPS) - PCI Pal Enterprise Licence Agent Assist Voice/DTMF (11,000 users / 11,000 channels) - Payment IVR License	Total contract cost for system licensing based on platform connectivity licenses. Licensing is inclusive of support and invoiced quarterly in advance.	Quarterly		Fixed
Outbound Telephony Services UK Fixed (Landline) - National	Outbound call charges will be charged at <div></div> per second, in accordance with Line 1770 of the Rate Card as set out at Annex 3	Monthly in arrears	Based on usage	Volume Based

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Item	Description	Billing Period	Charge per billing period	Price Type
Outbound Telephony Services Mobile and Overseas	Outbound call charges will be charged on a per second basis in accordance with the relevant line on the Rate Card as set out at Annex 3	Monthly in arrears	Based on usage	Volume Based

Table 3: Optional Costs Volume Based and Fixed Prices

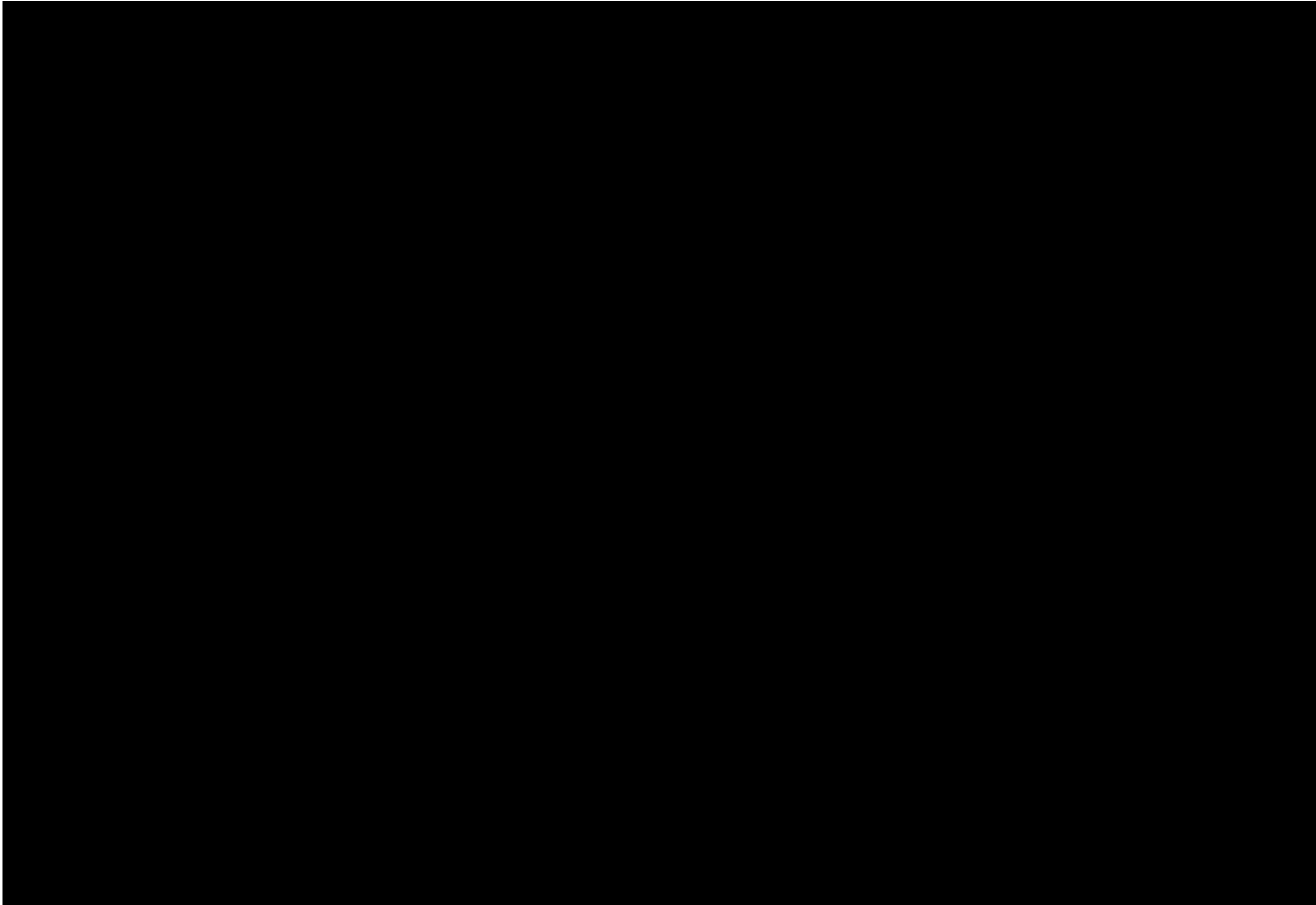
Item	Description	Billing period	Charge per billing period	Price Type
Provision of Nailed Up PSTN - Channels	For the "Nailed Up PSTN" solution 1642 platform connectivity licences [REDACTED]	Half yearly	[REDACTED]	Fixed
Provision of Nailed Up PSTN - Minutes	The fixed price monthly call charges are based on an assumption of the Buyer's use being [REDACTED]	Monthly in arrears	[REDACTED]	Fixed
Additional SIP Licences	Estimated 2000 additional licenses [REDACTED]	Quarterly	[REDACTED]	Fixed

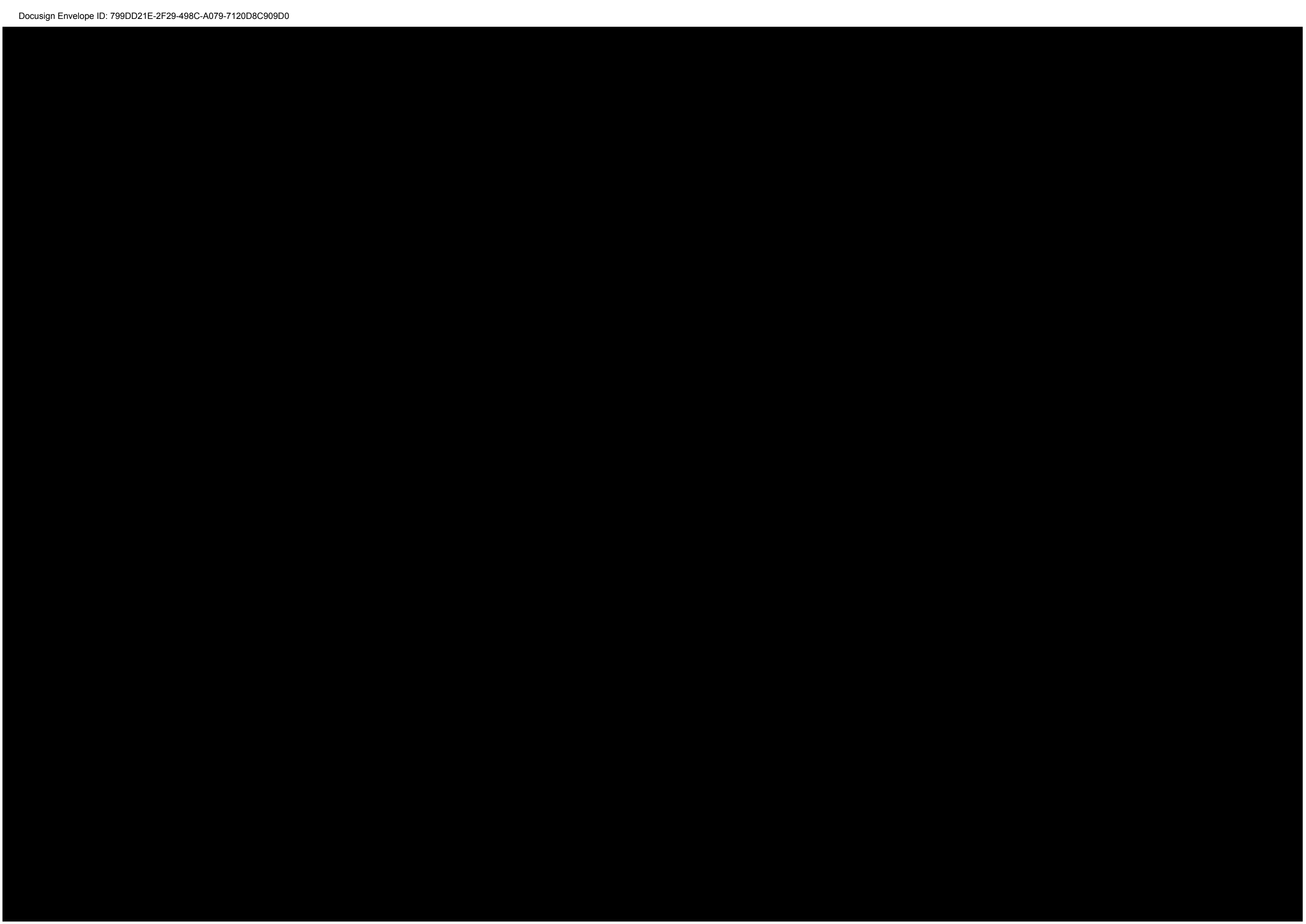
Annex 2: Allowable Assumptions

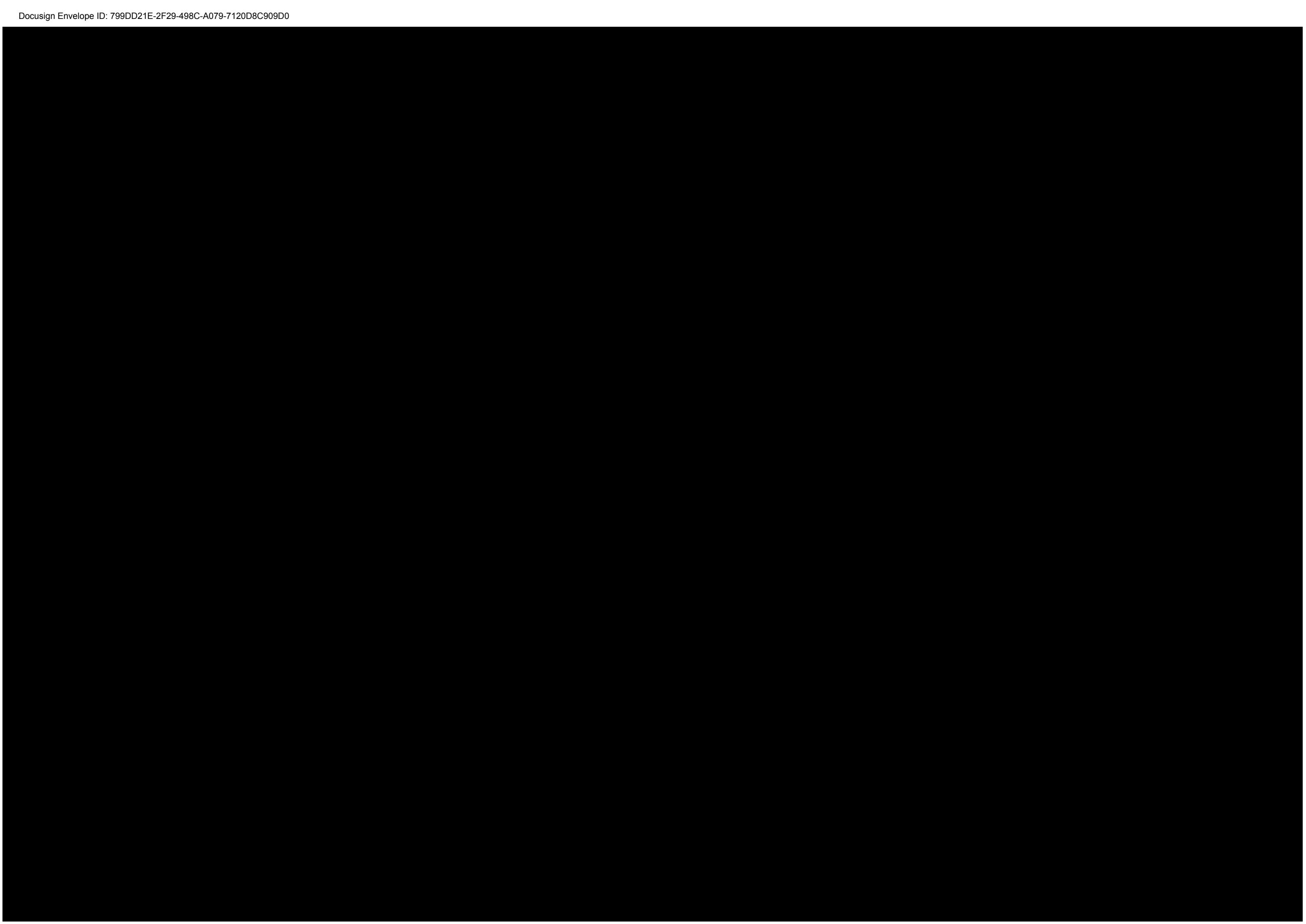
Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7
Ref	Description	Potential time impact if not accurate	Potential cost impact if not accurate	How it will be tested	Maximum impact period	Verification period

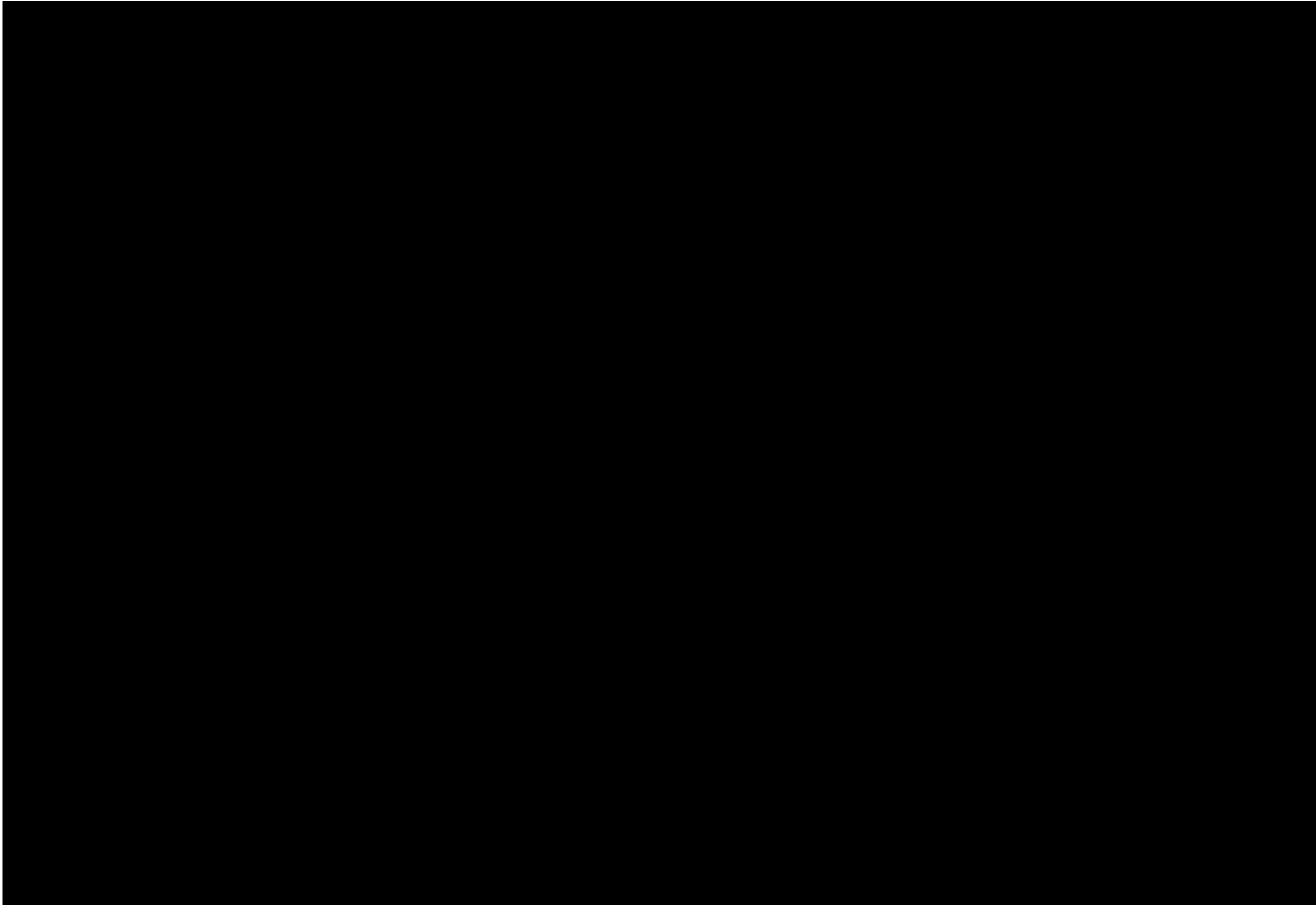
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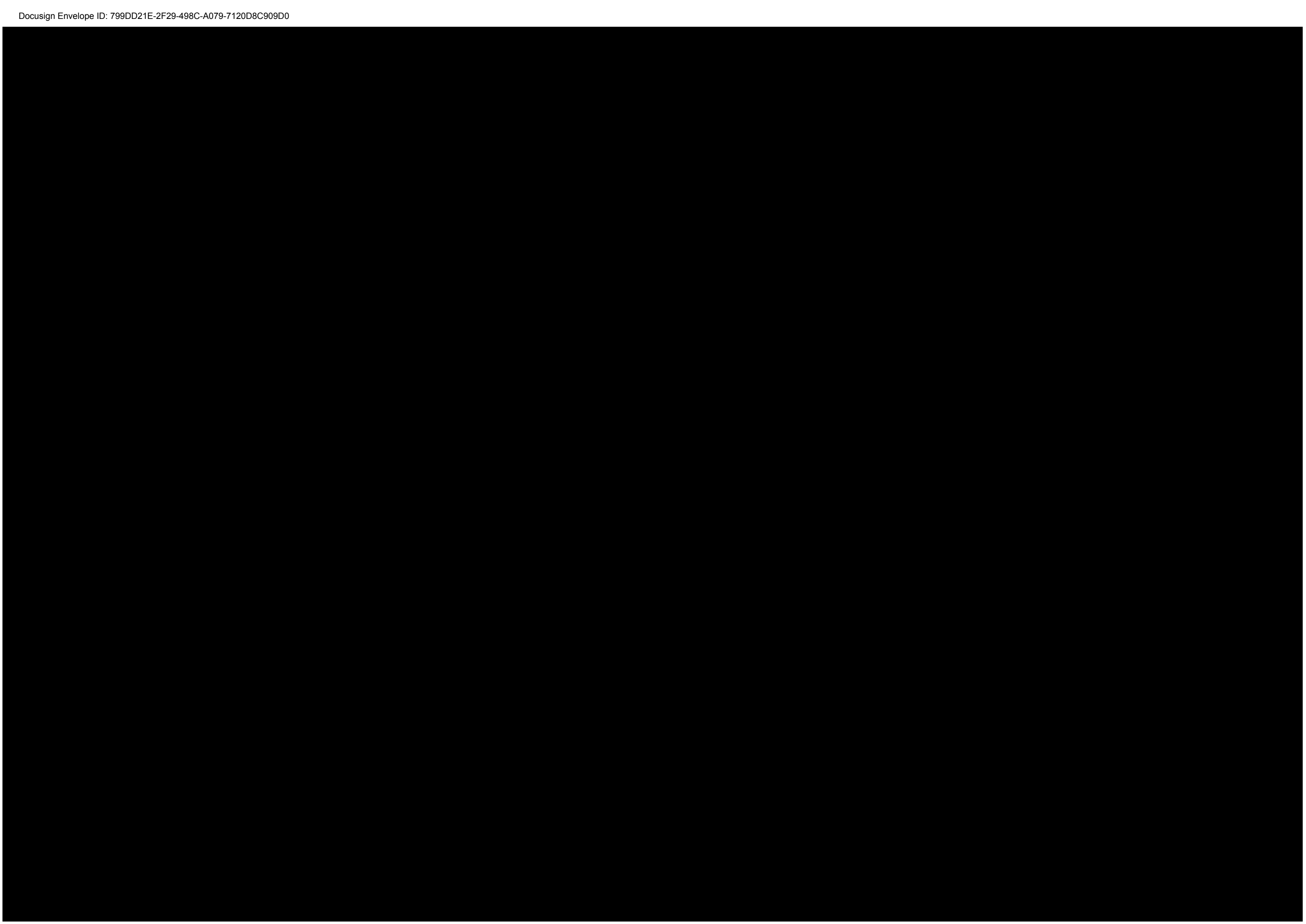
Annex 3: Rate Card

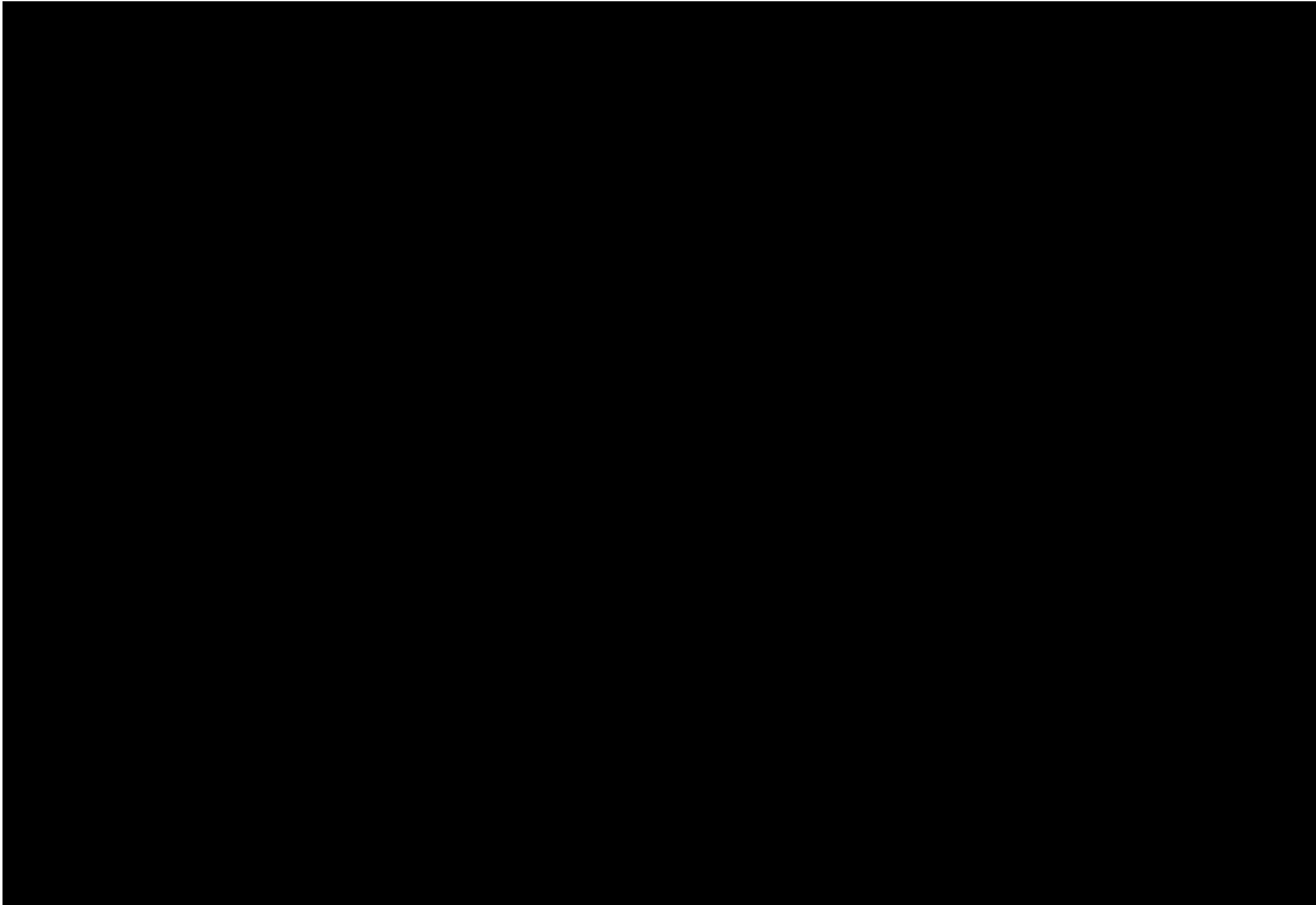


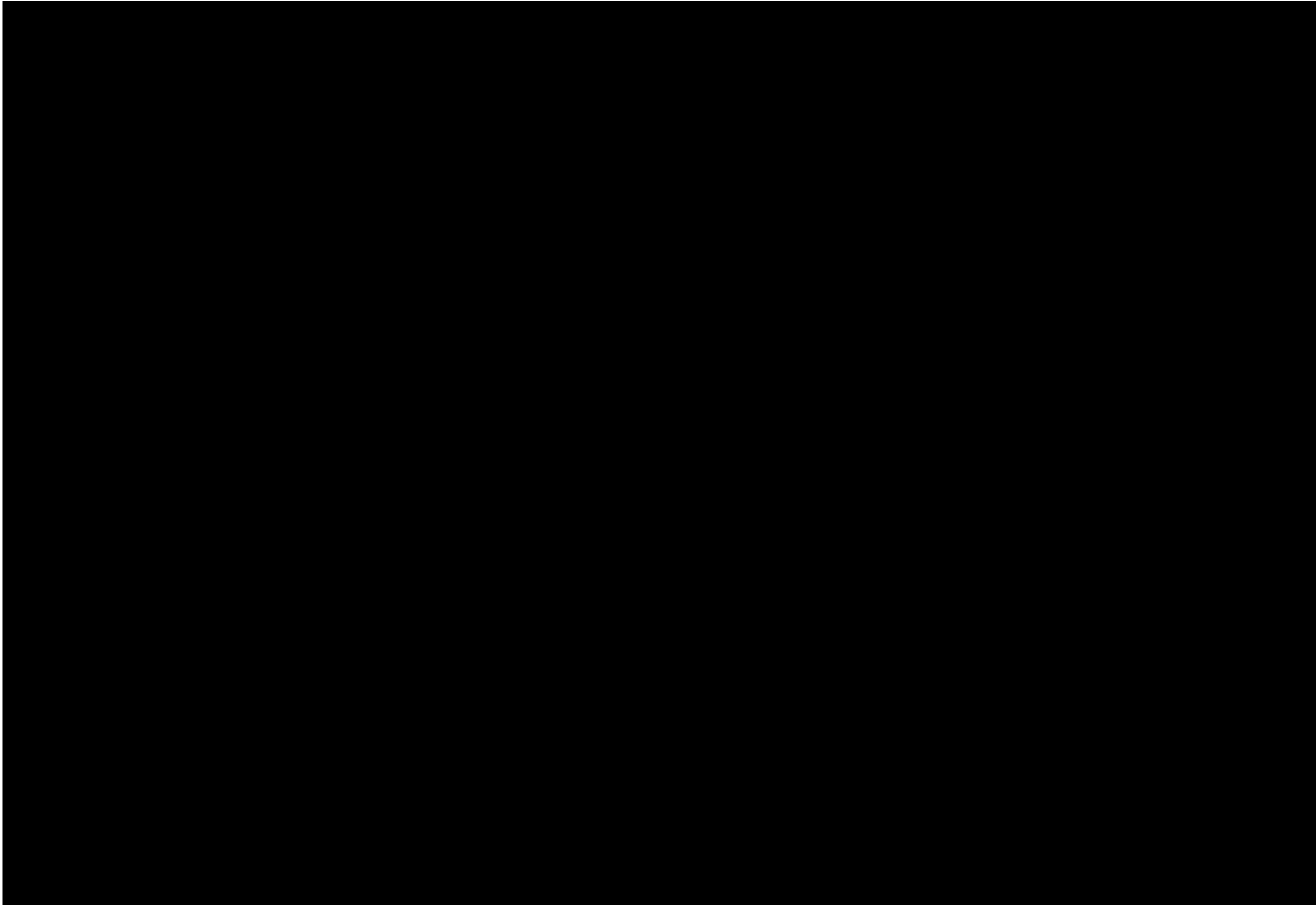


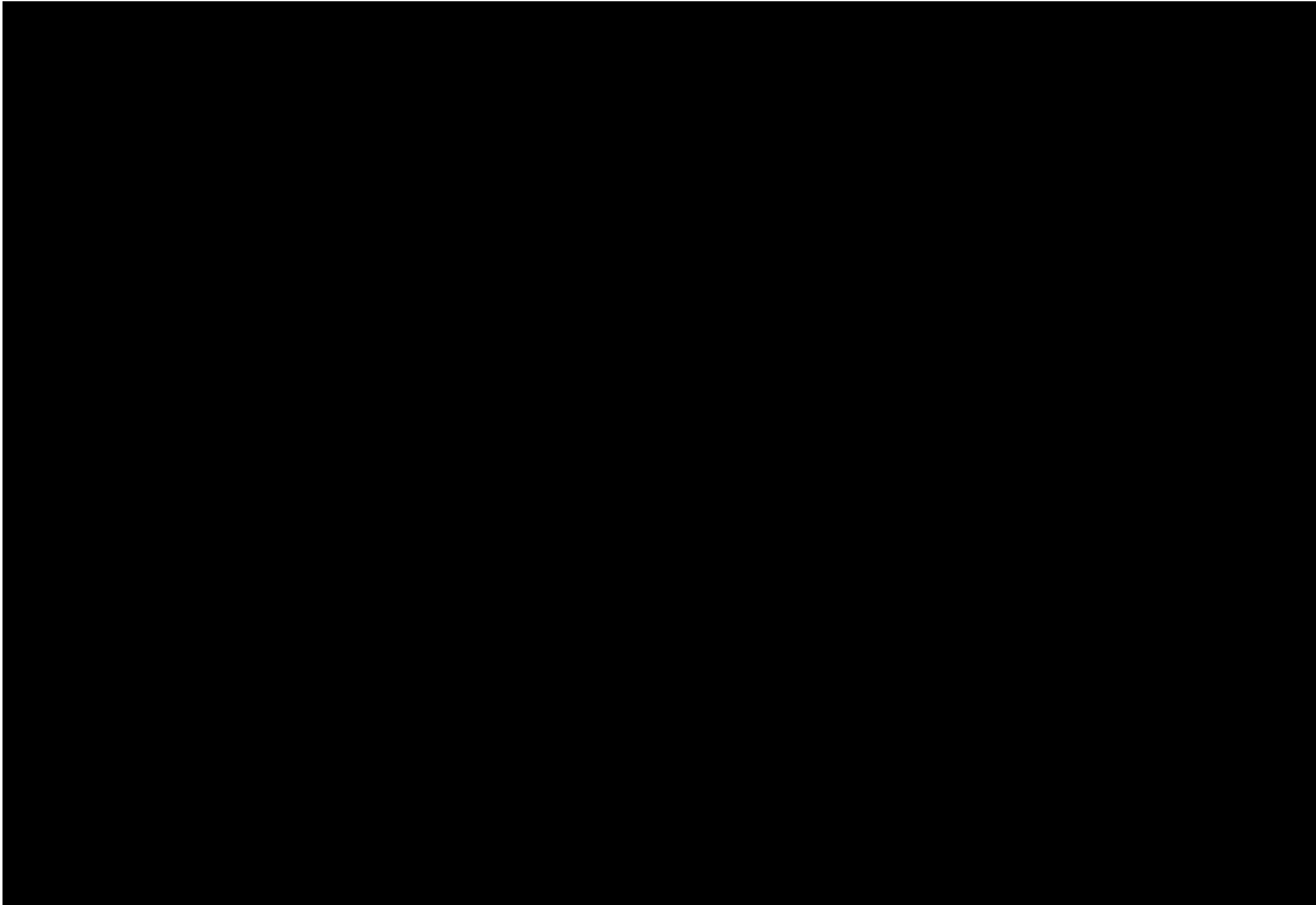


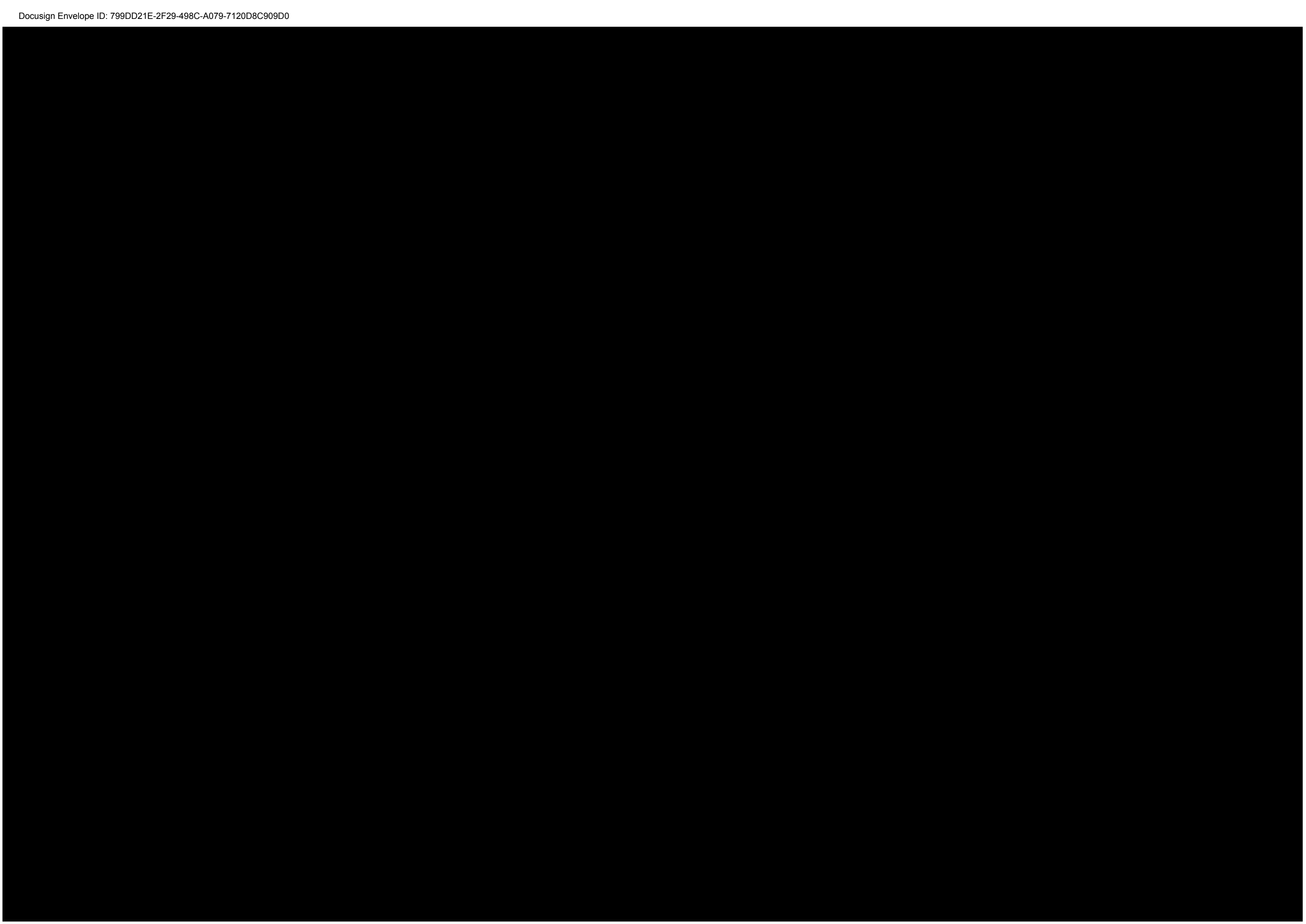


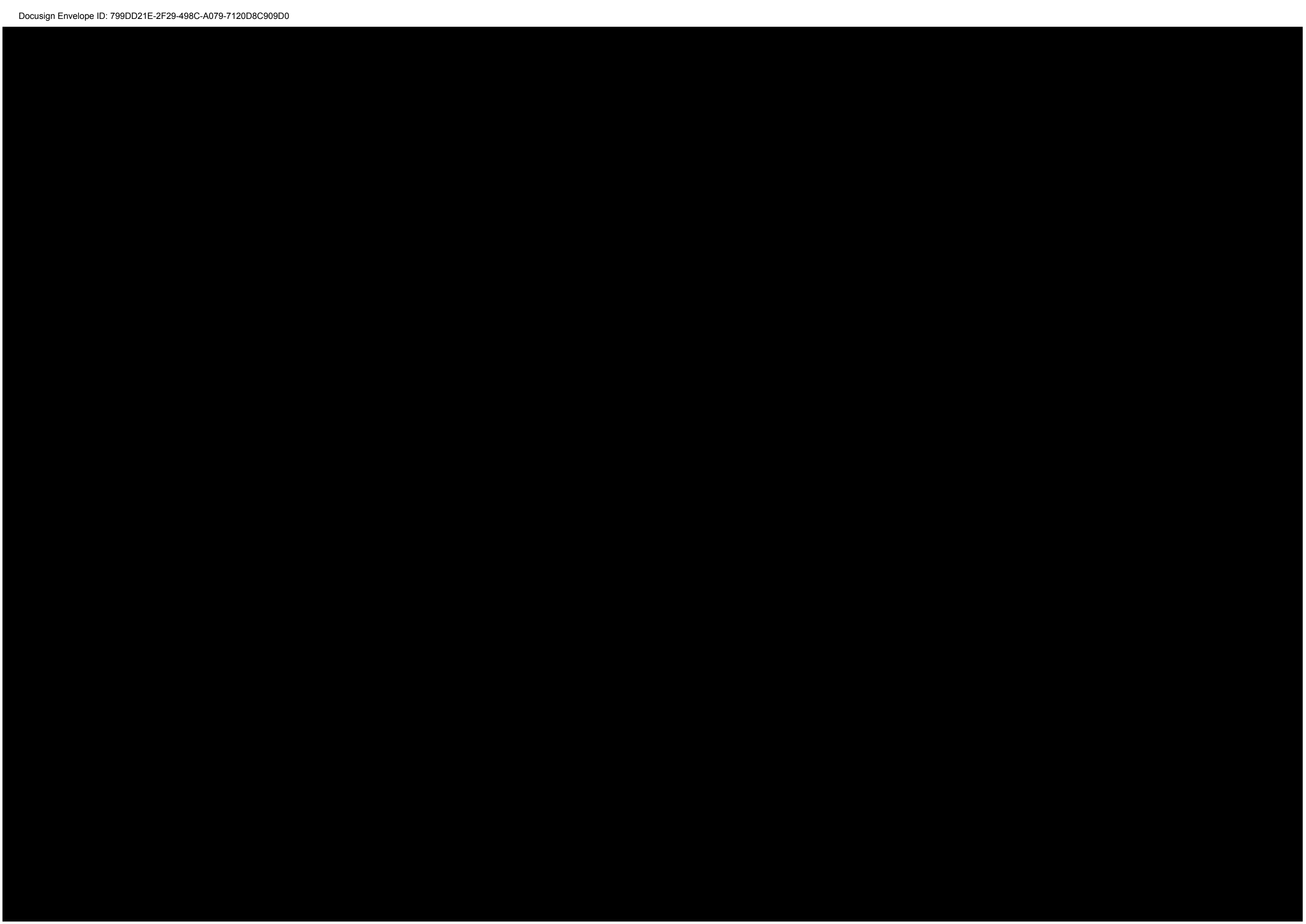


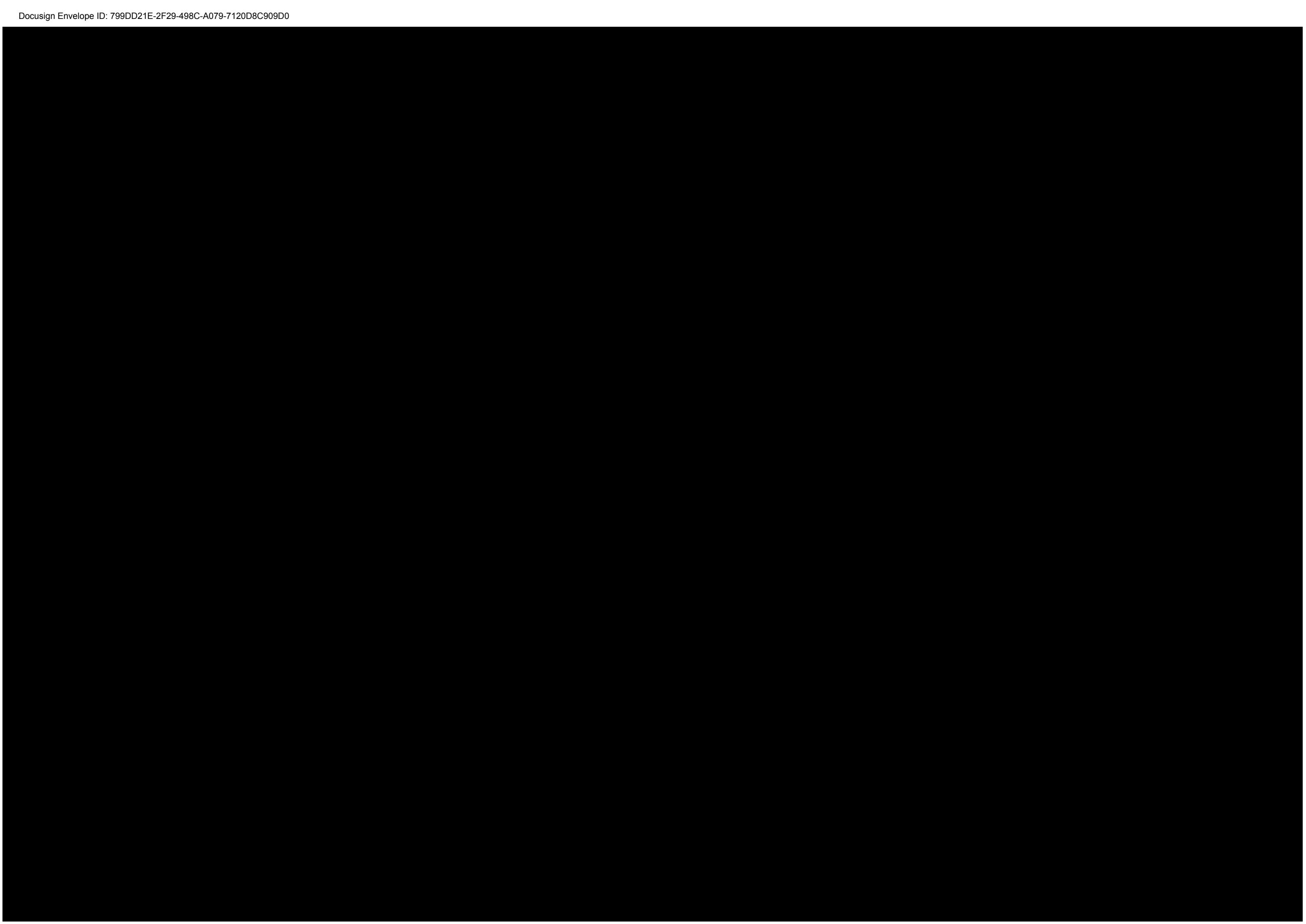


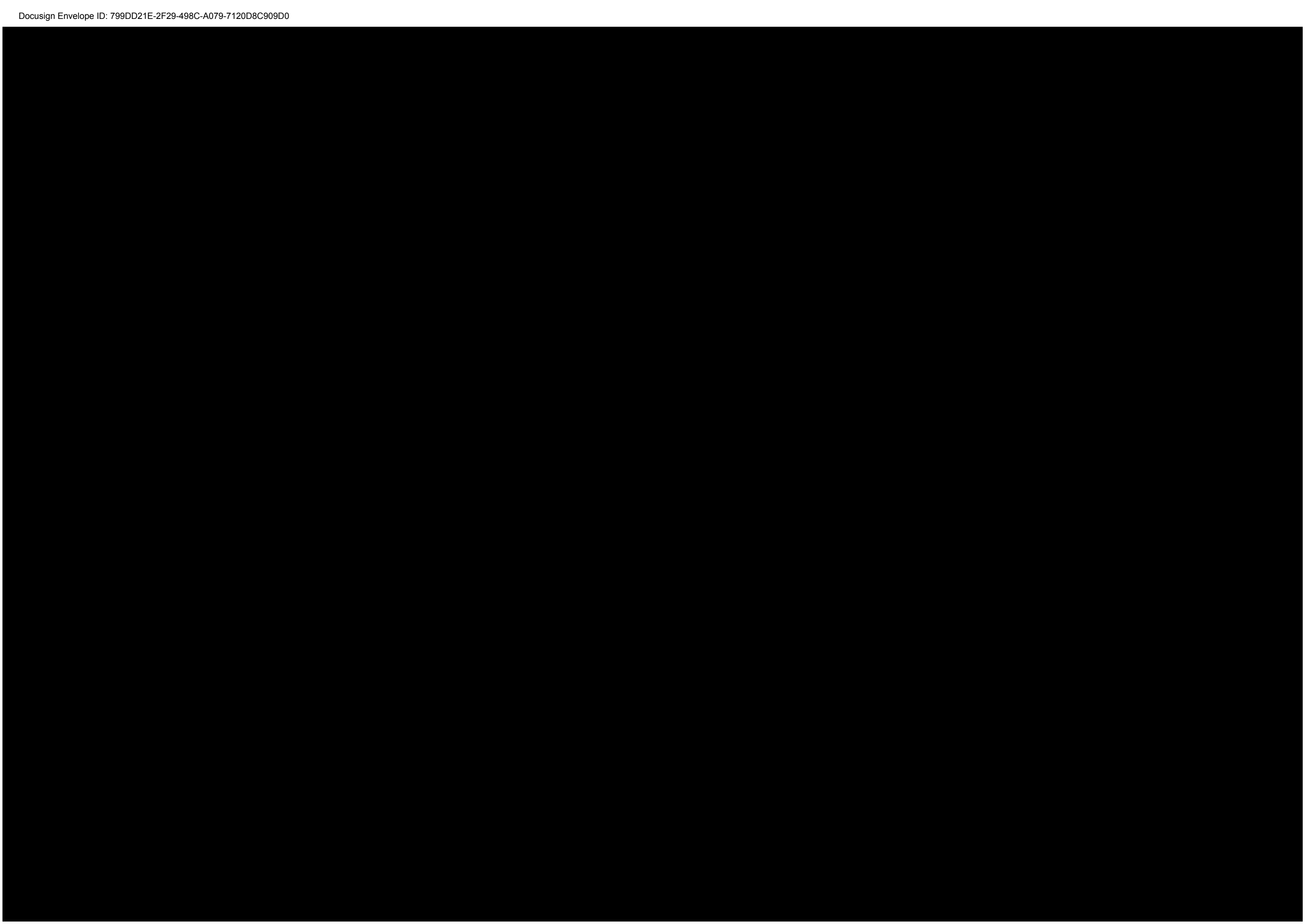


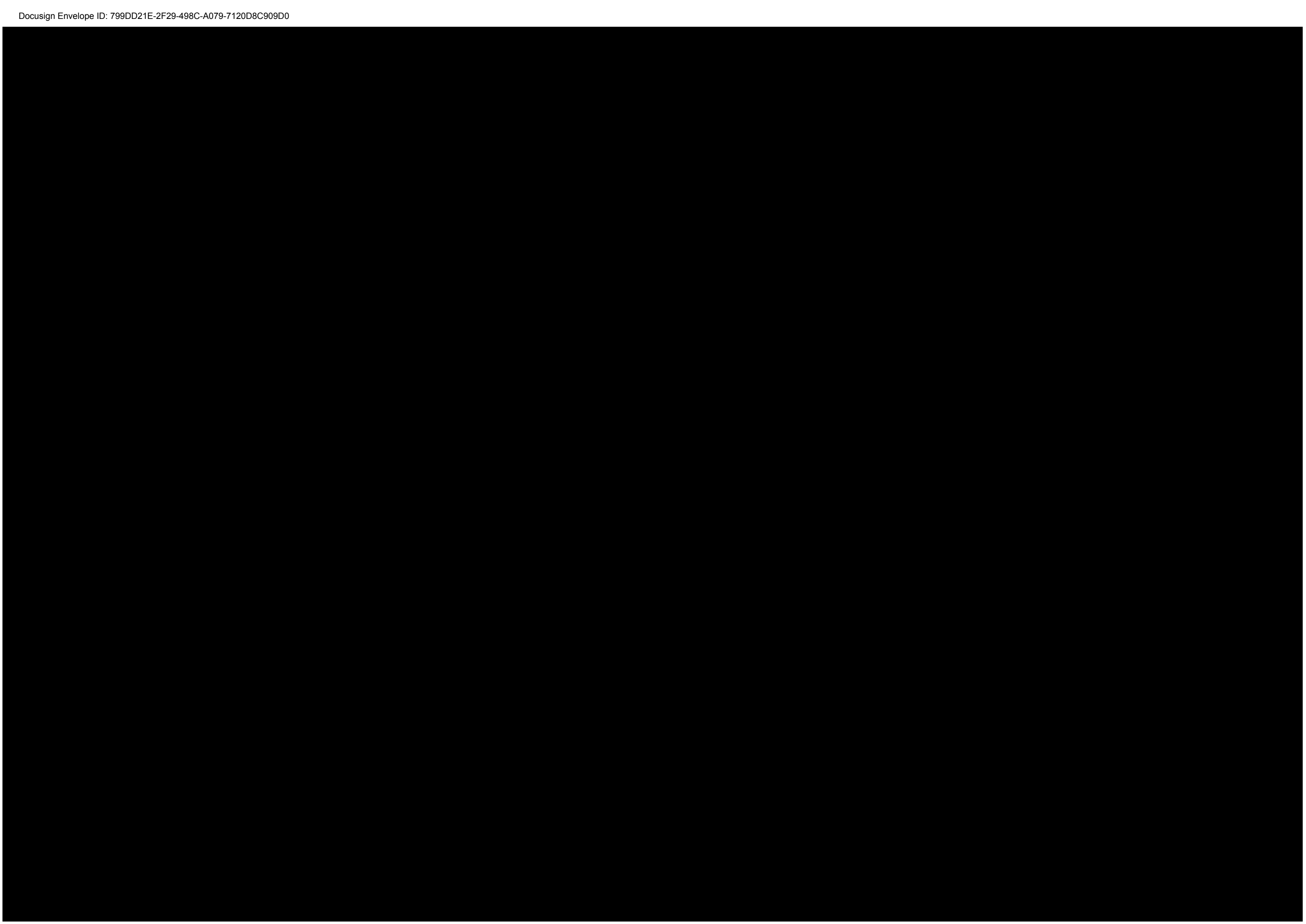


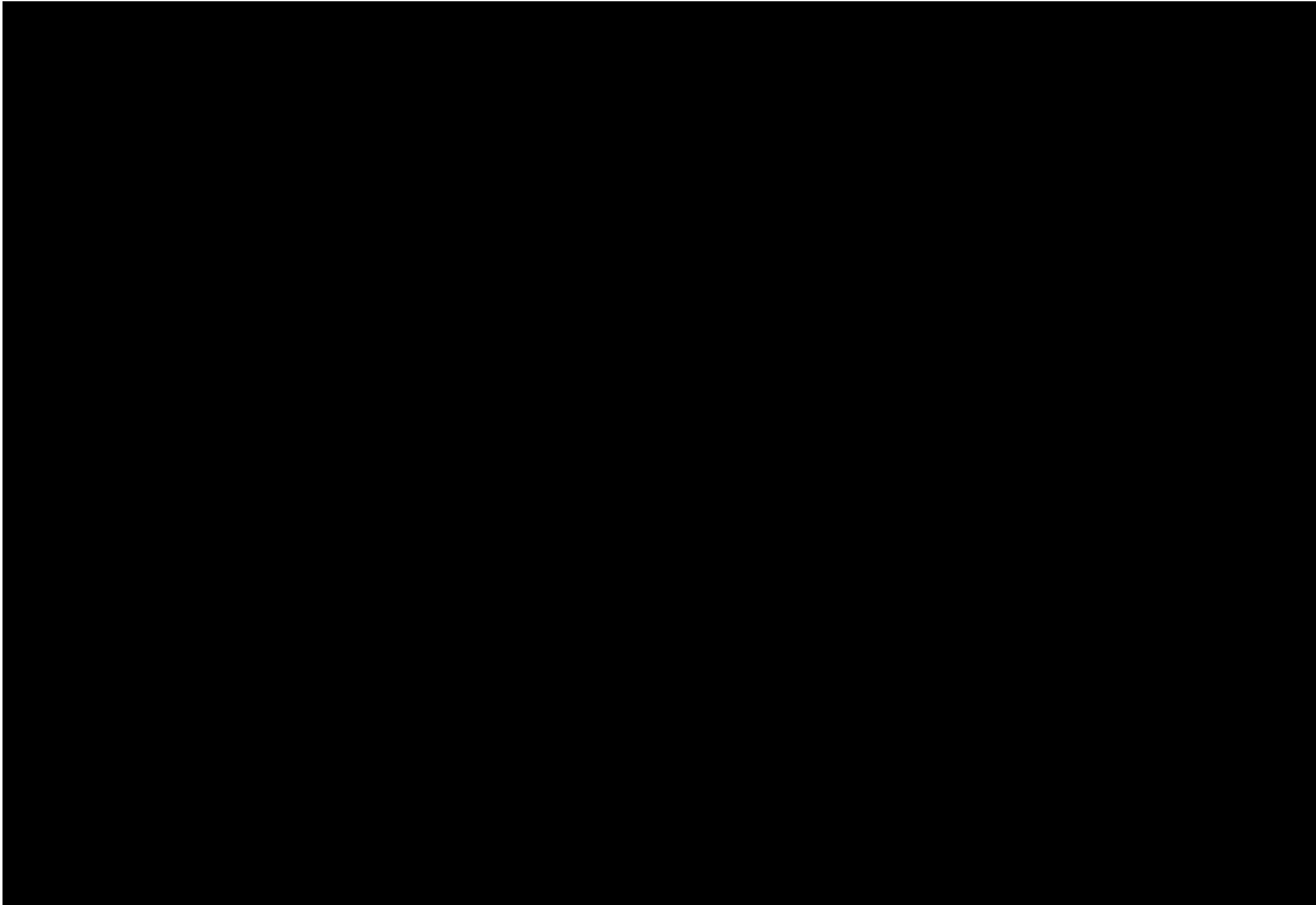


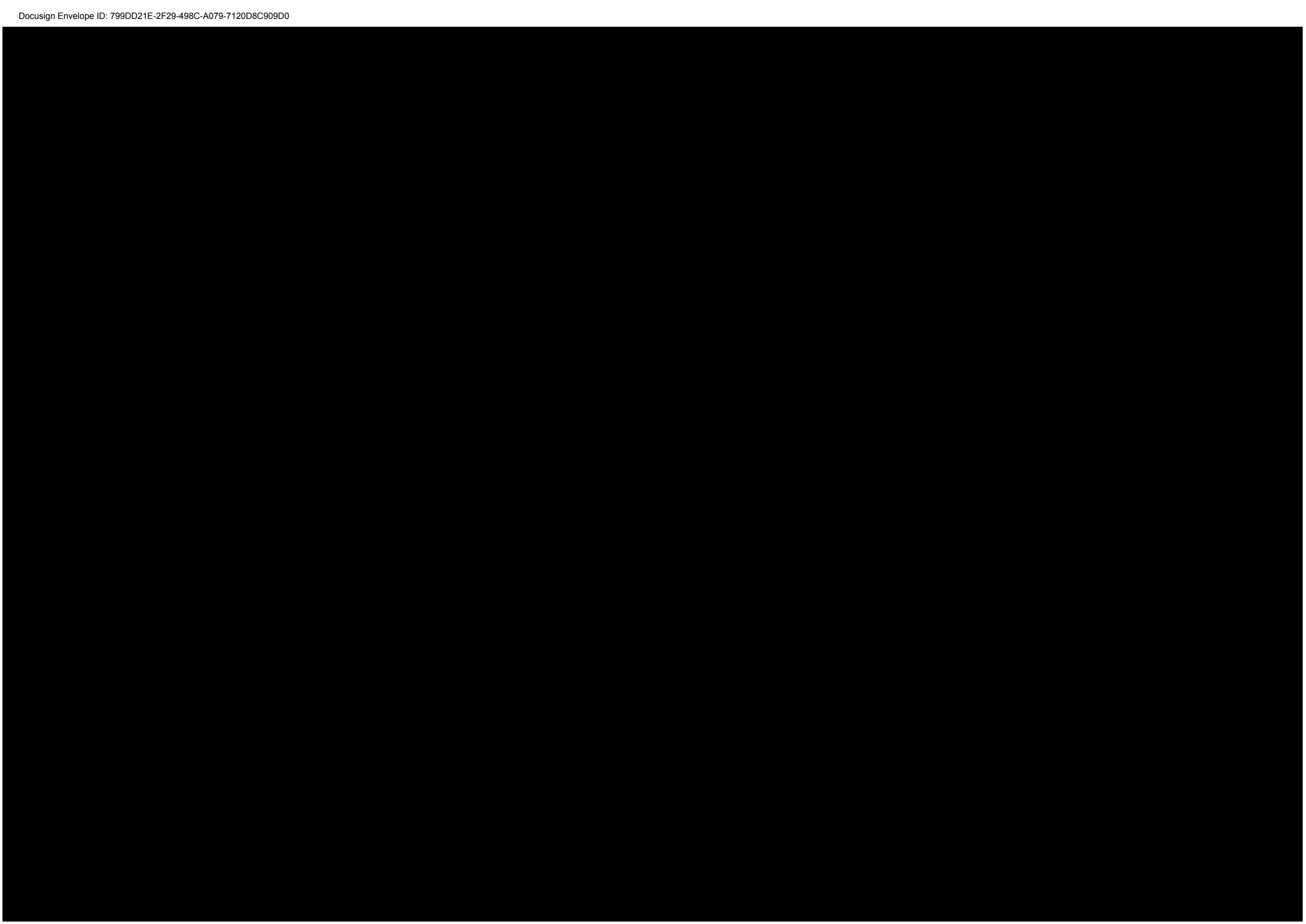


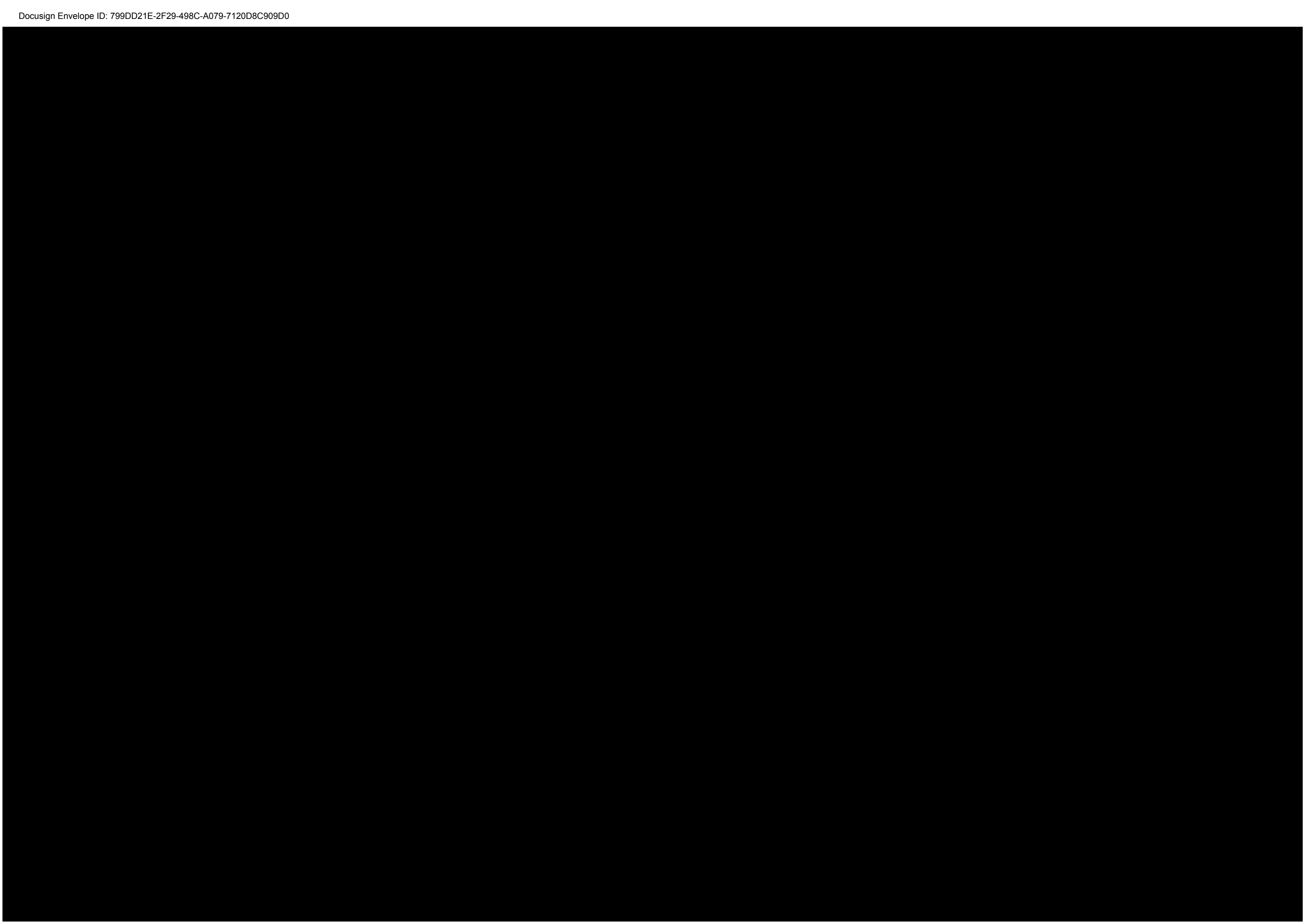


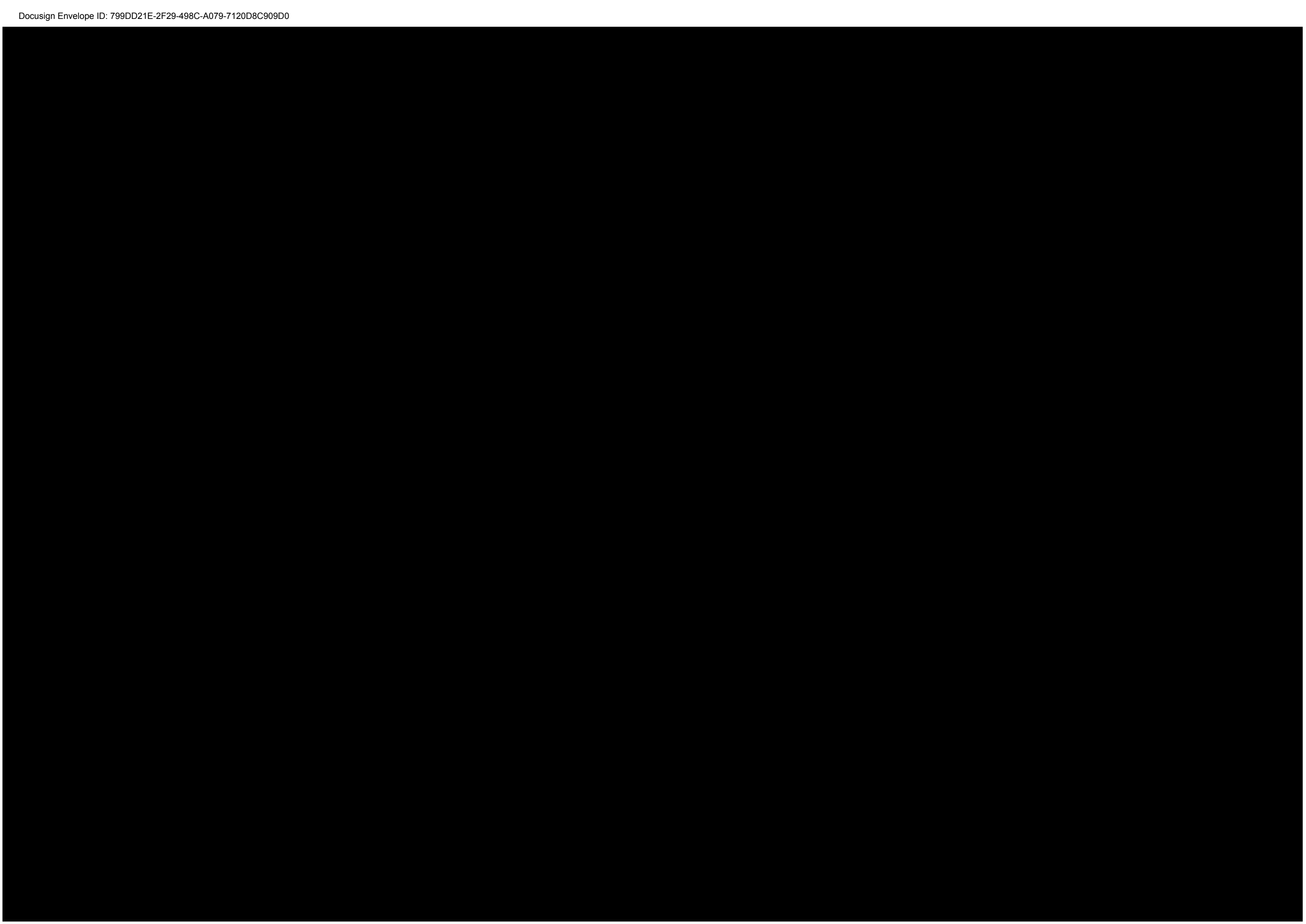


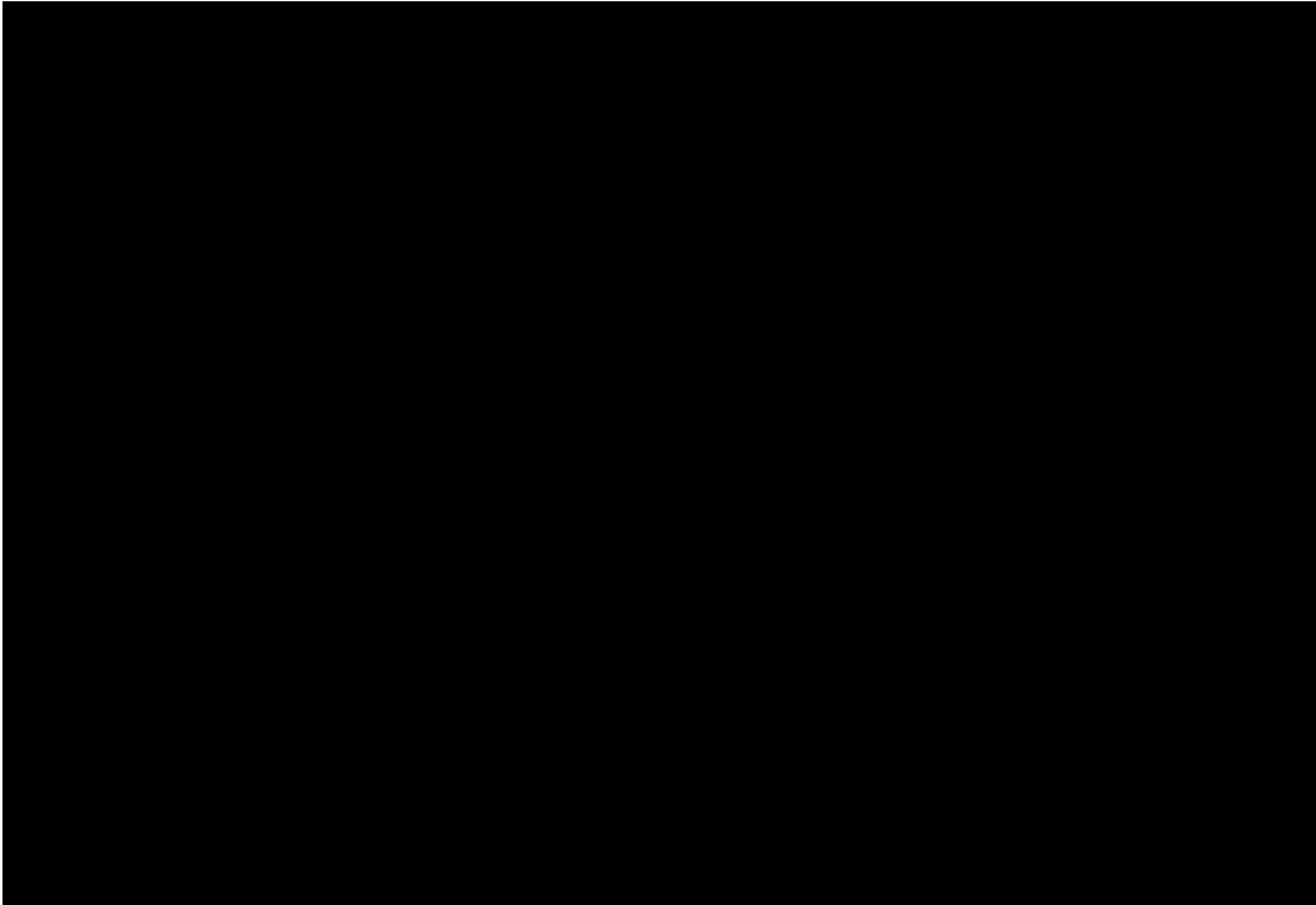


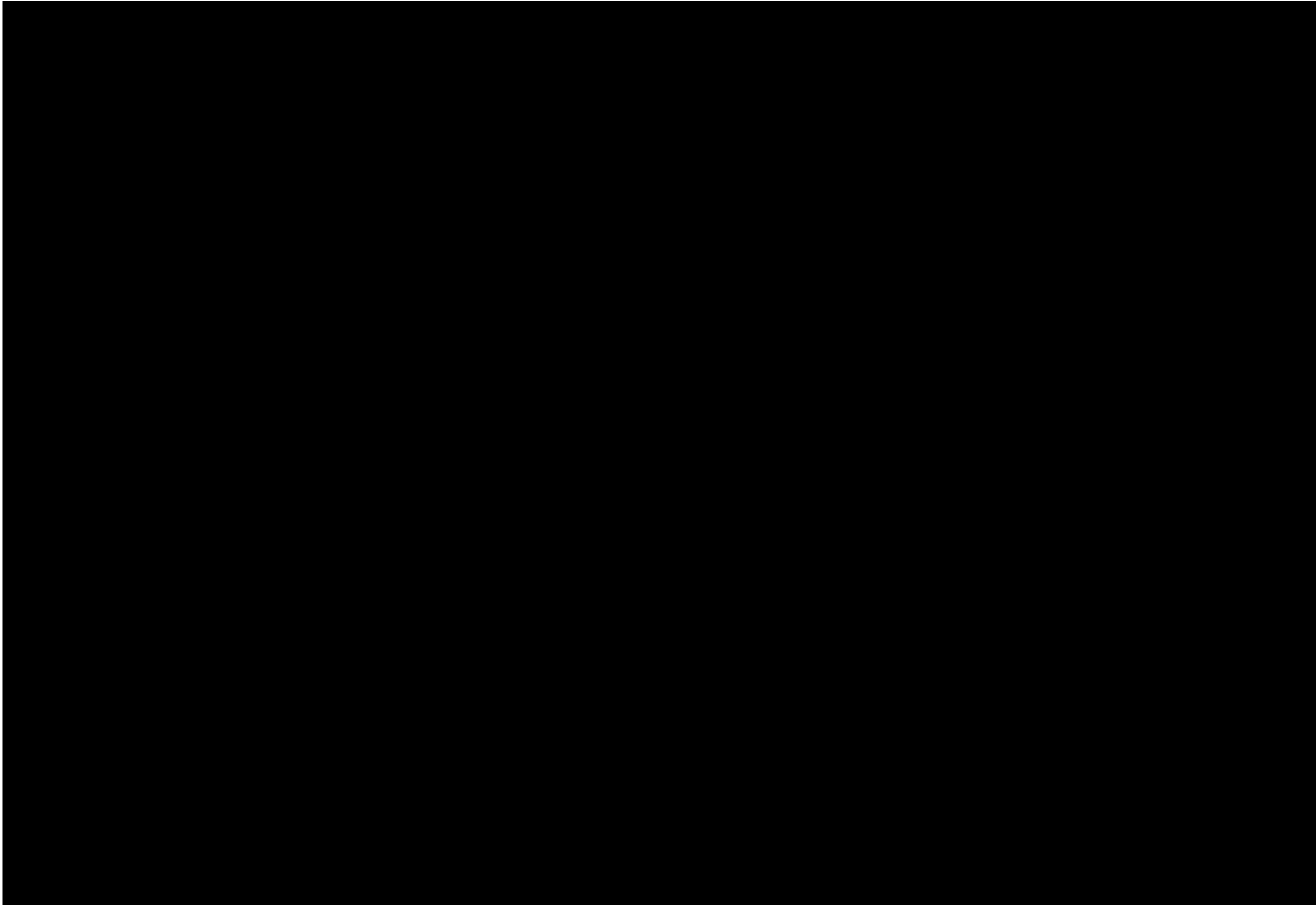


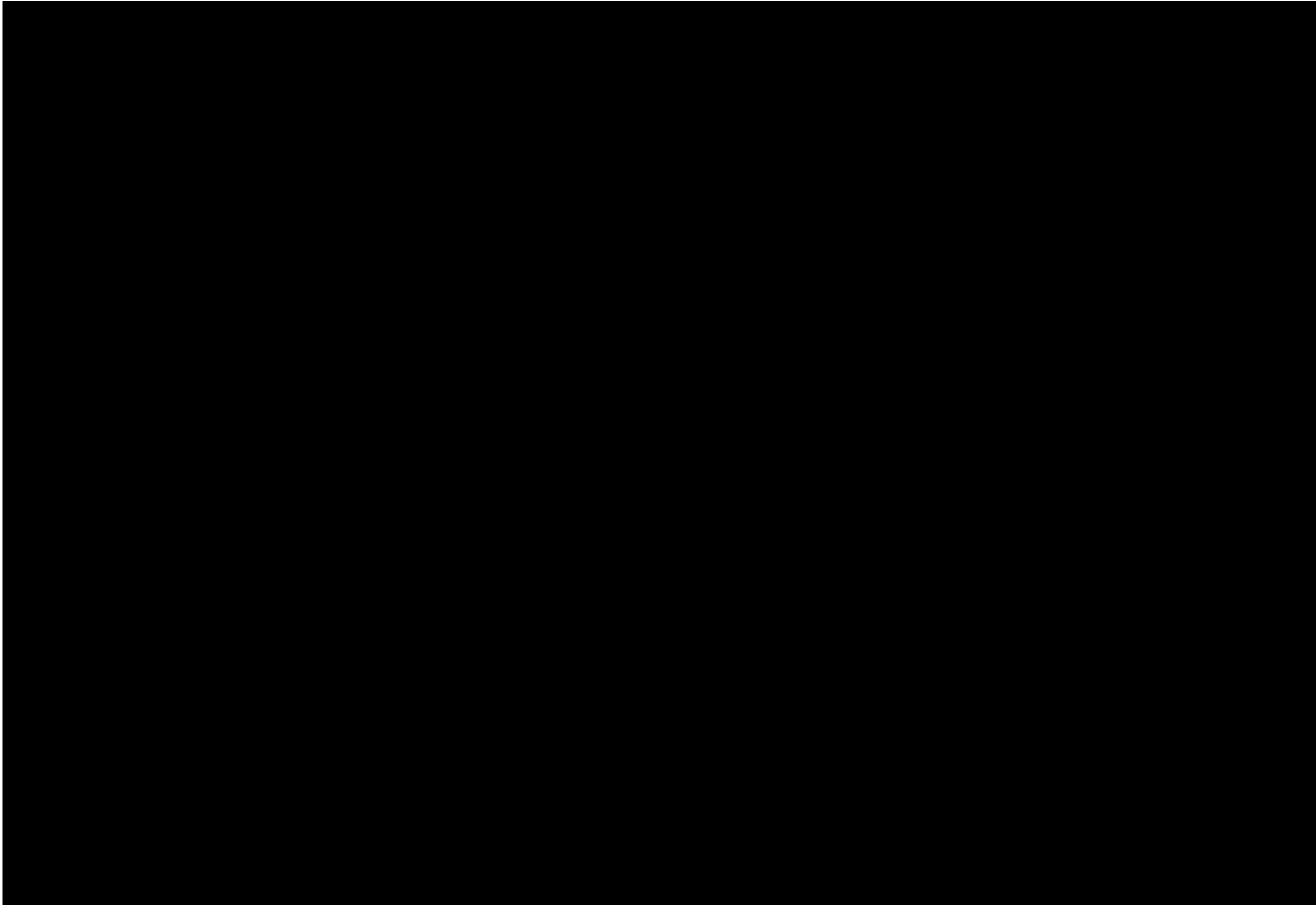


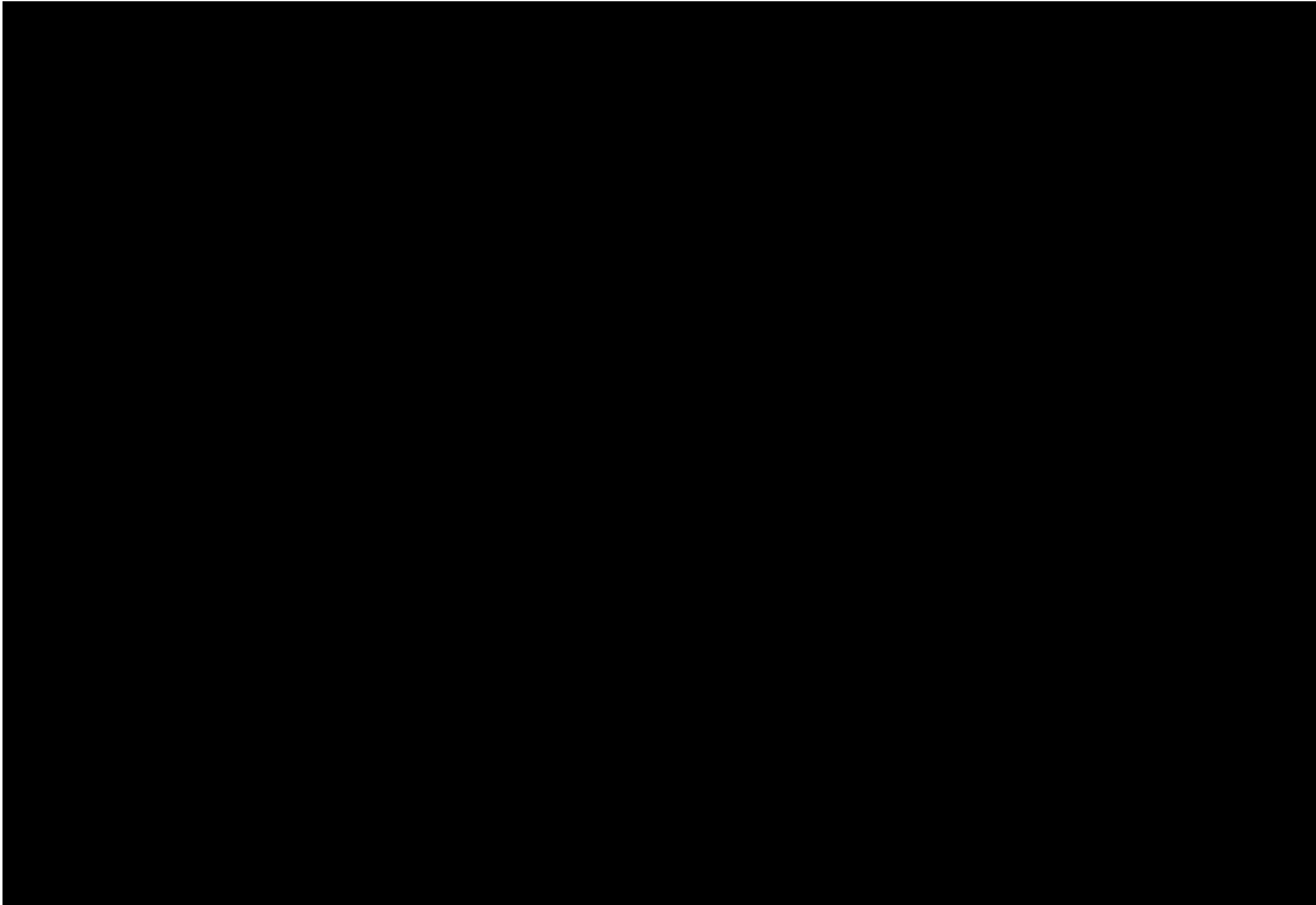


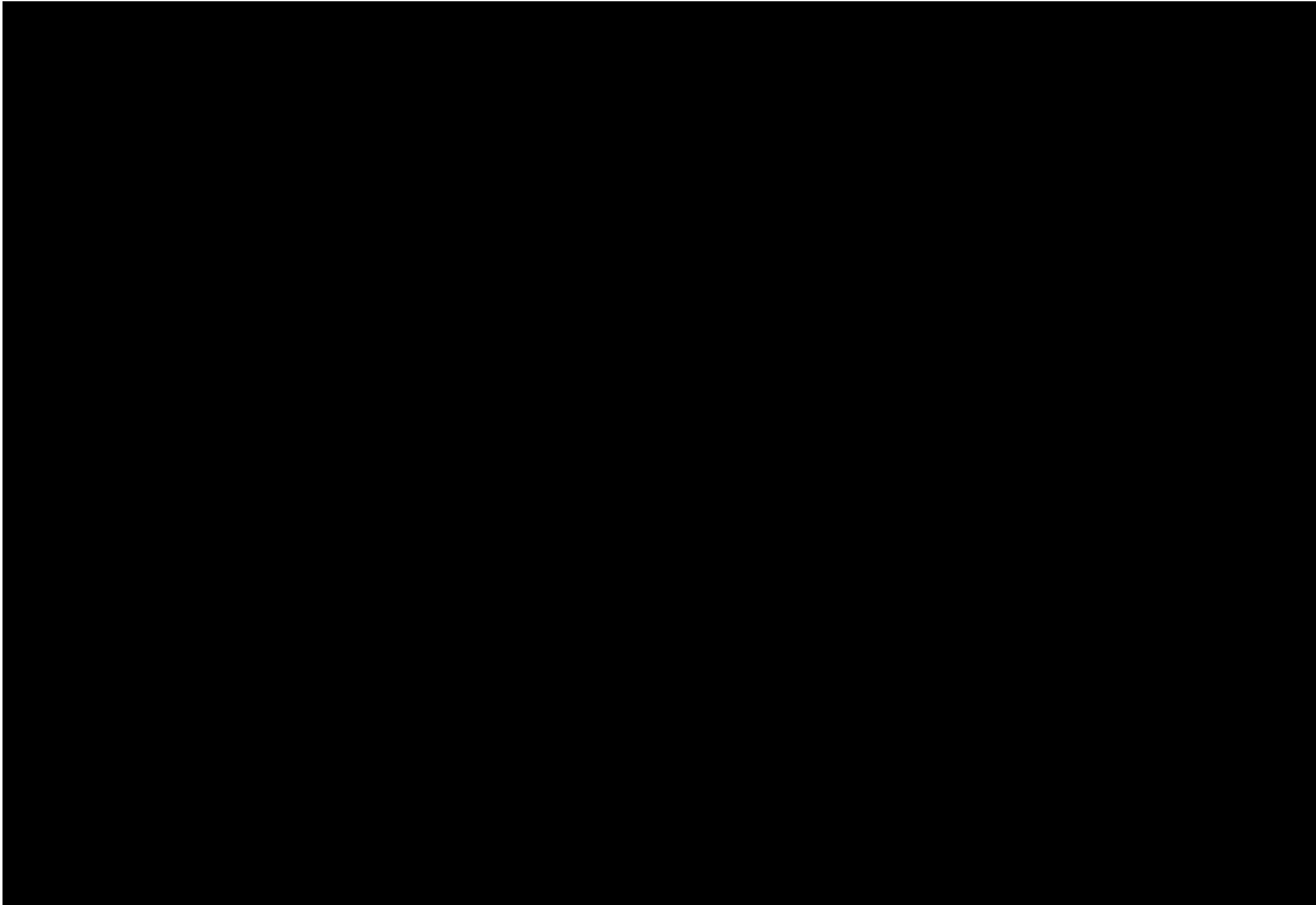


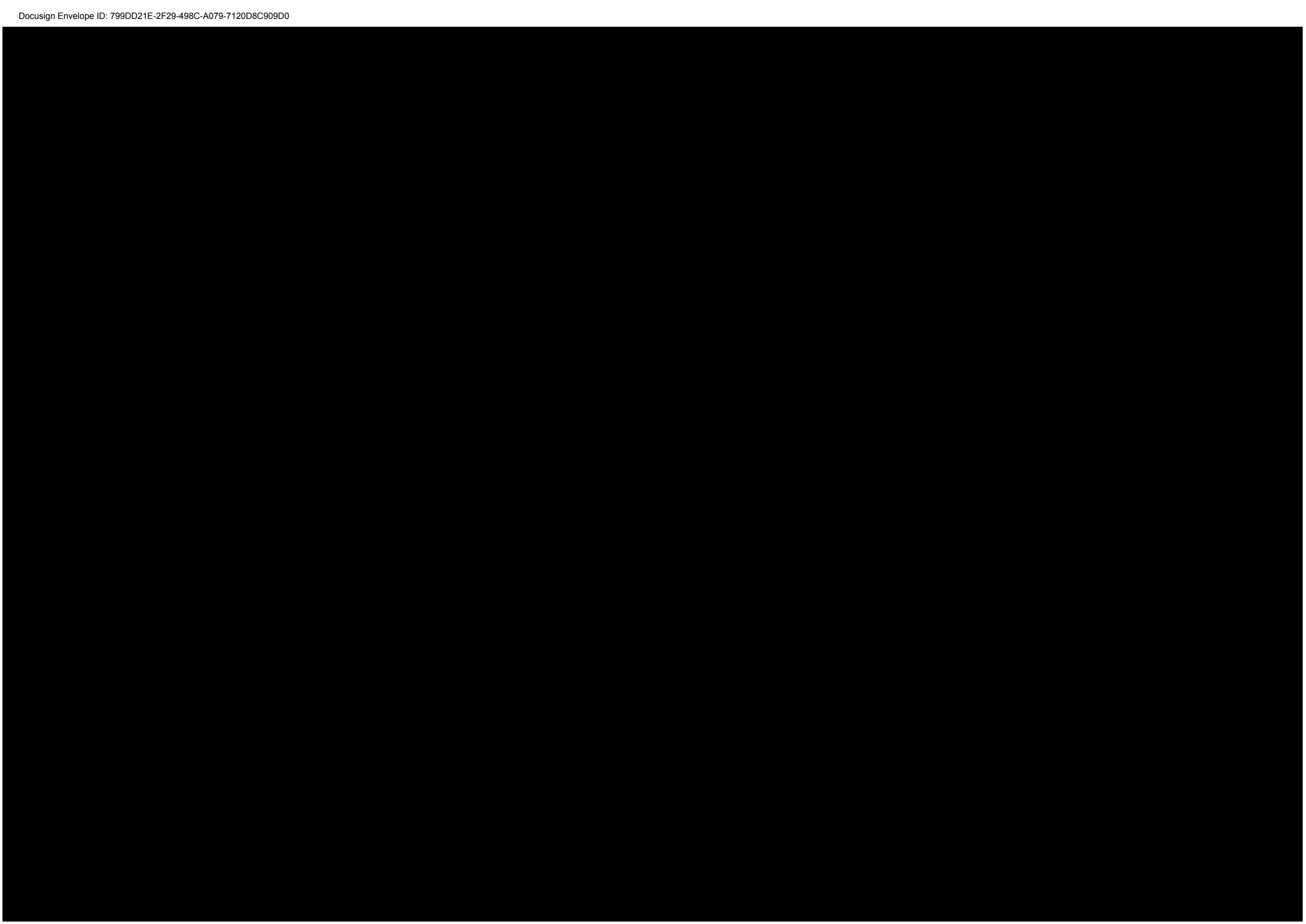


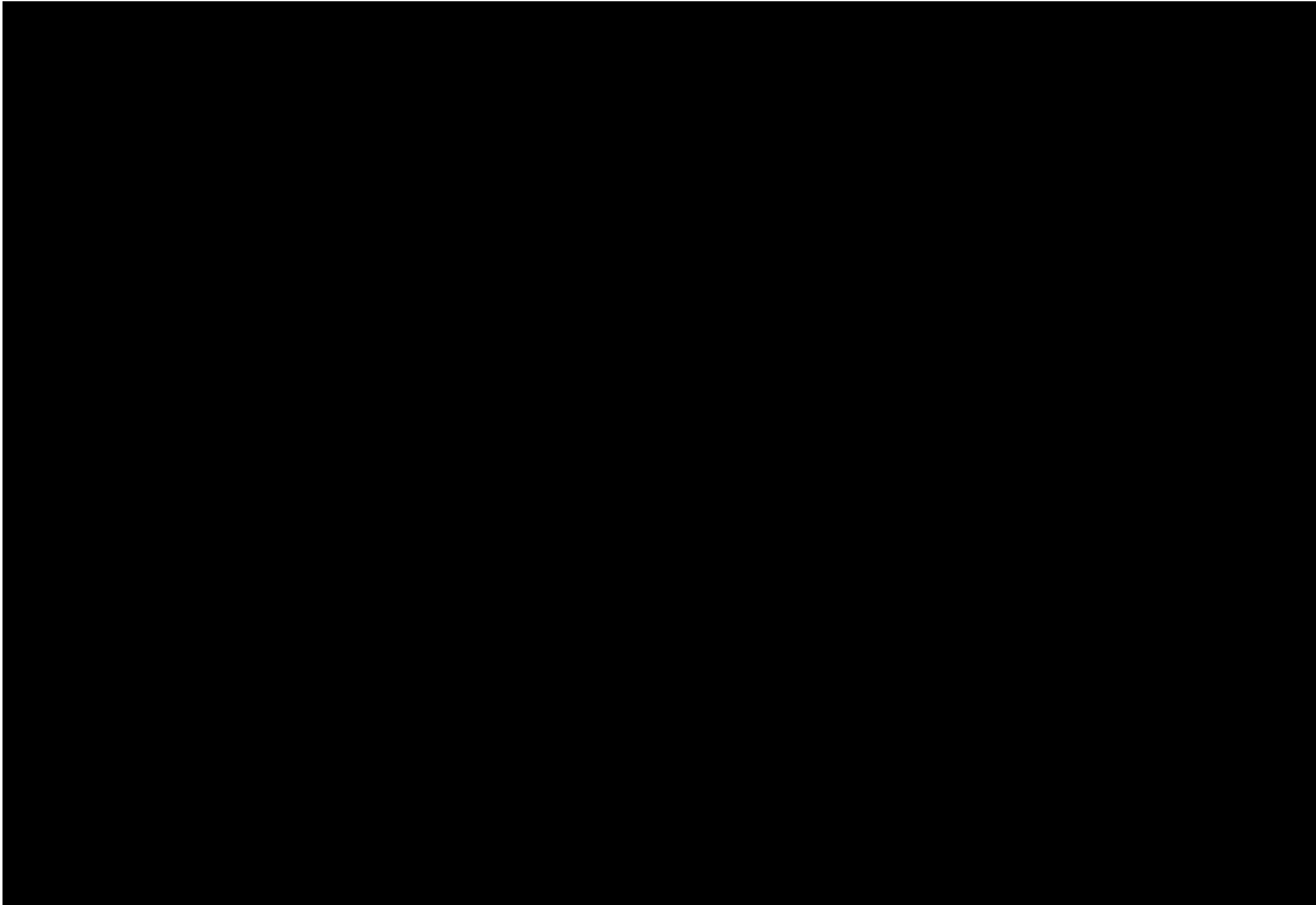


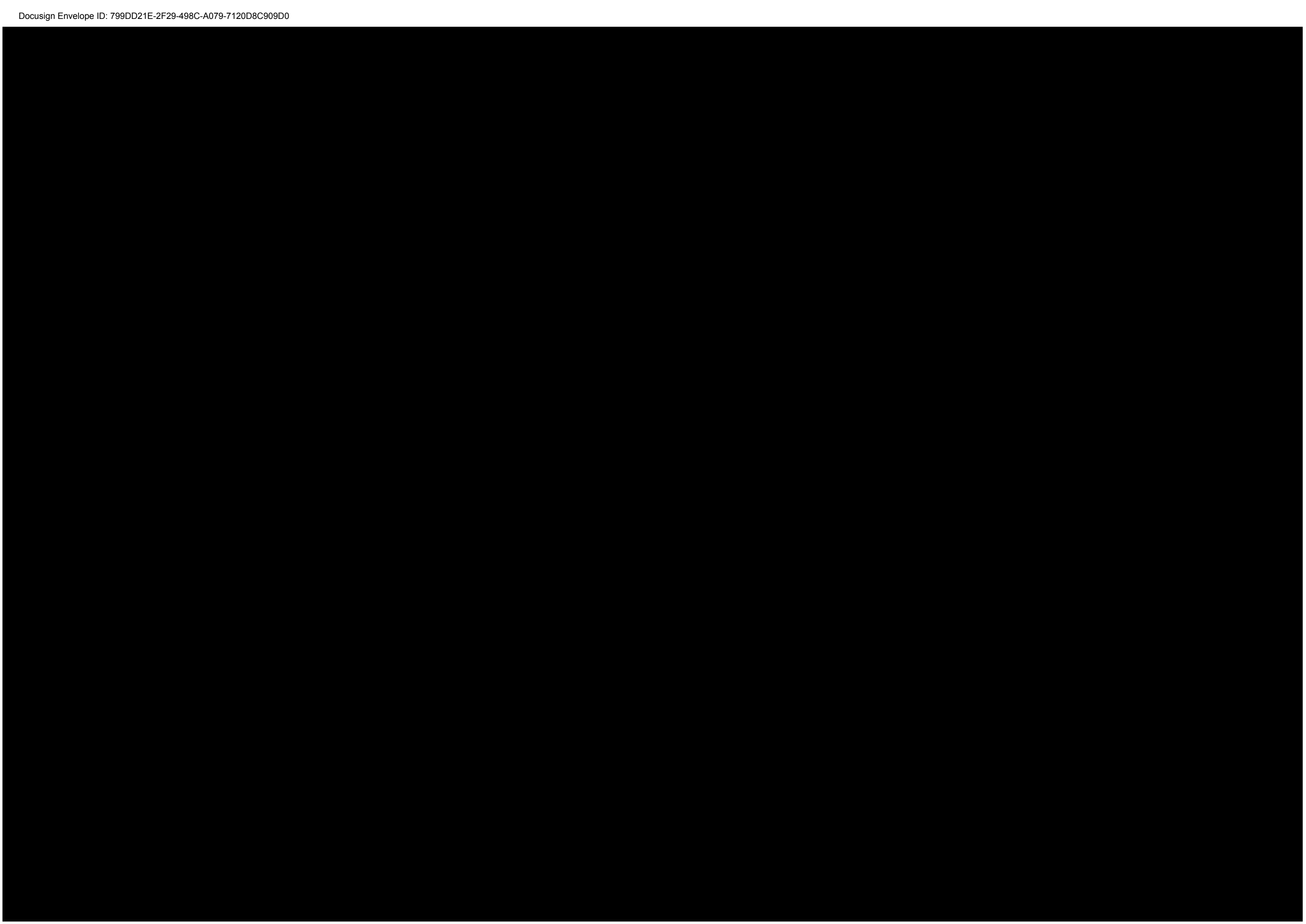


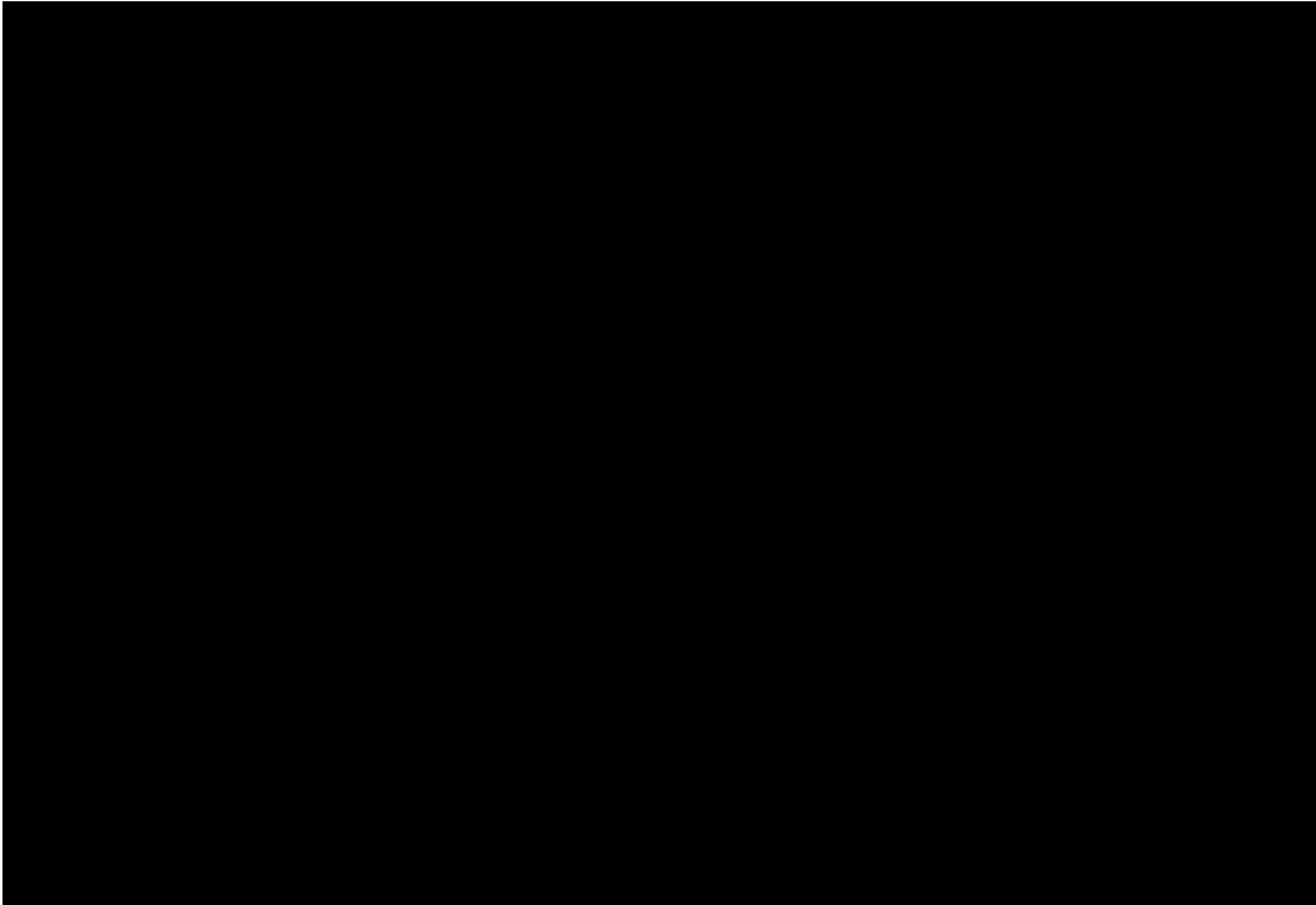


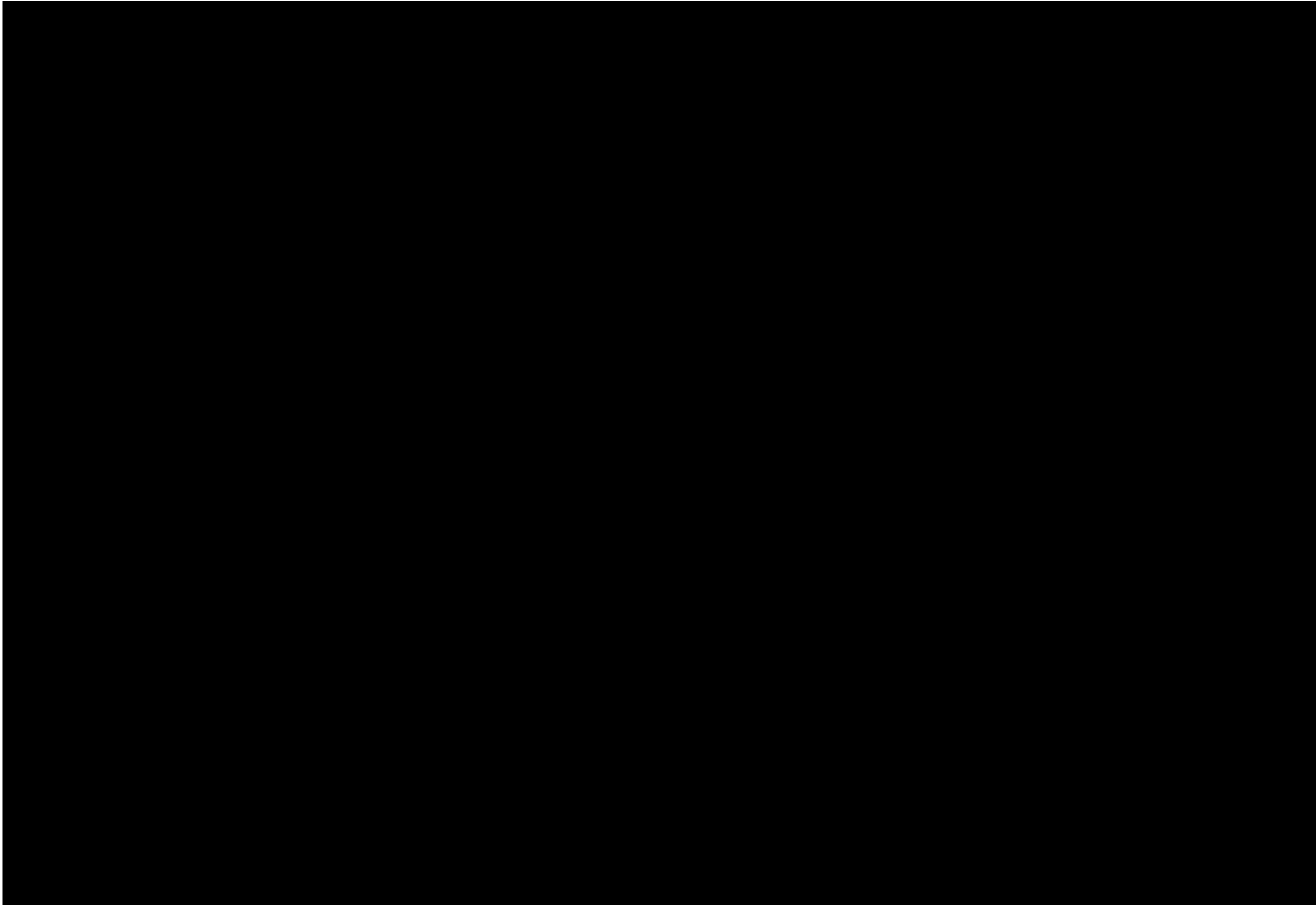


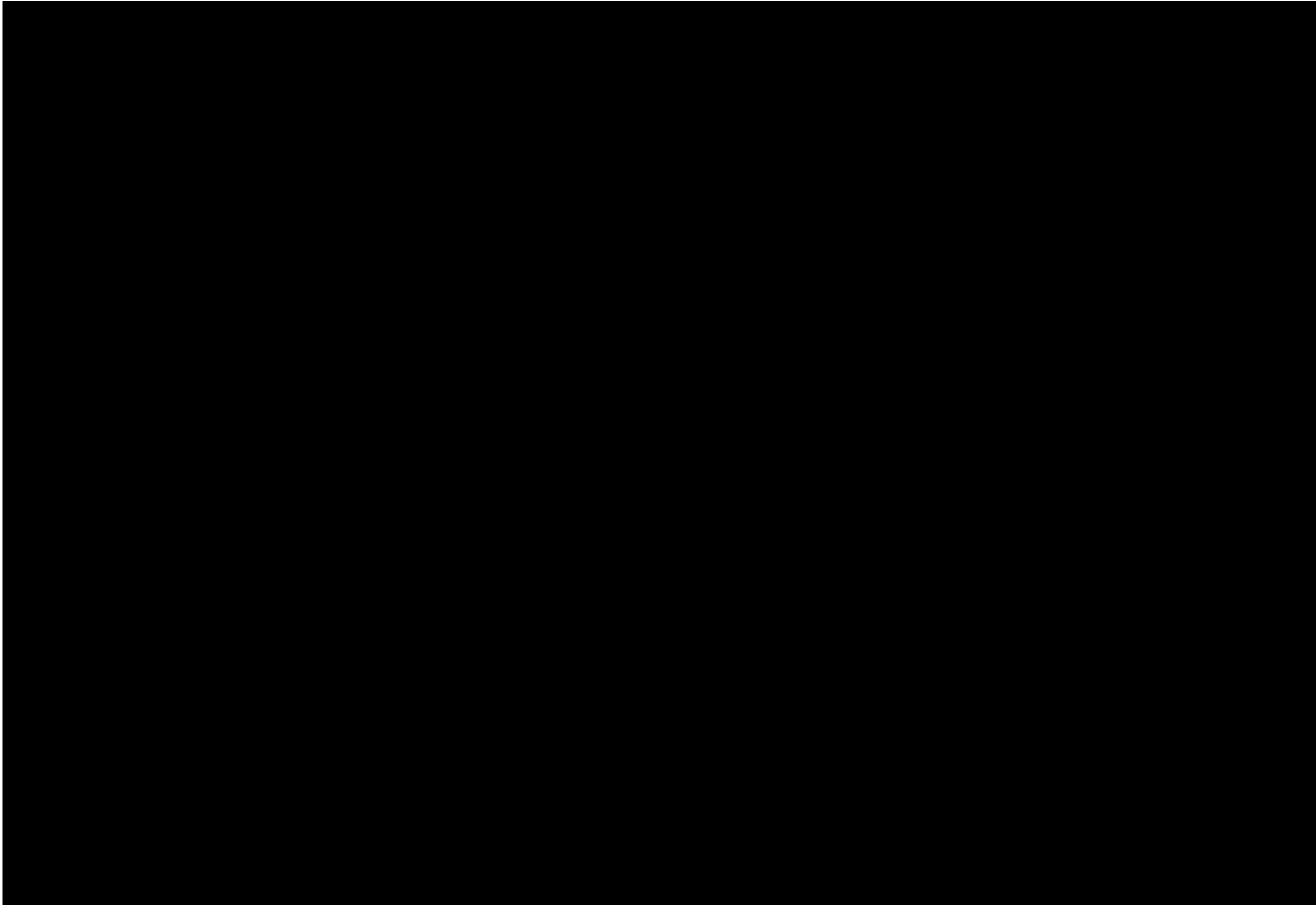


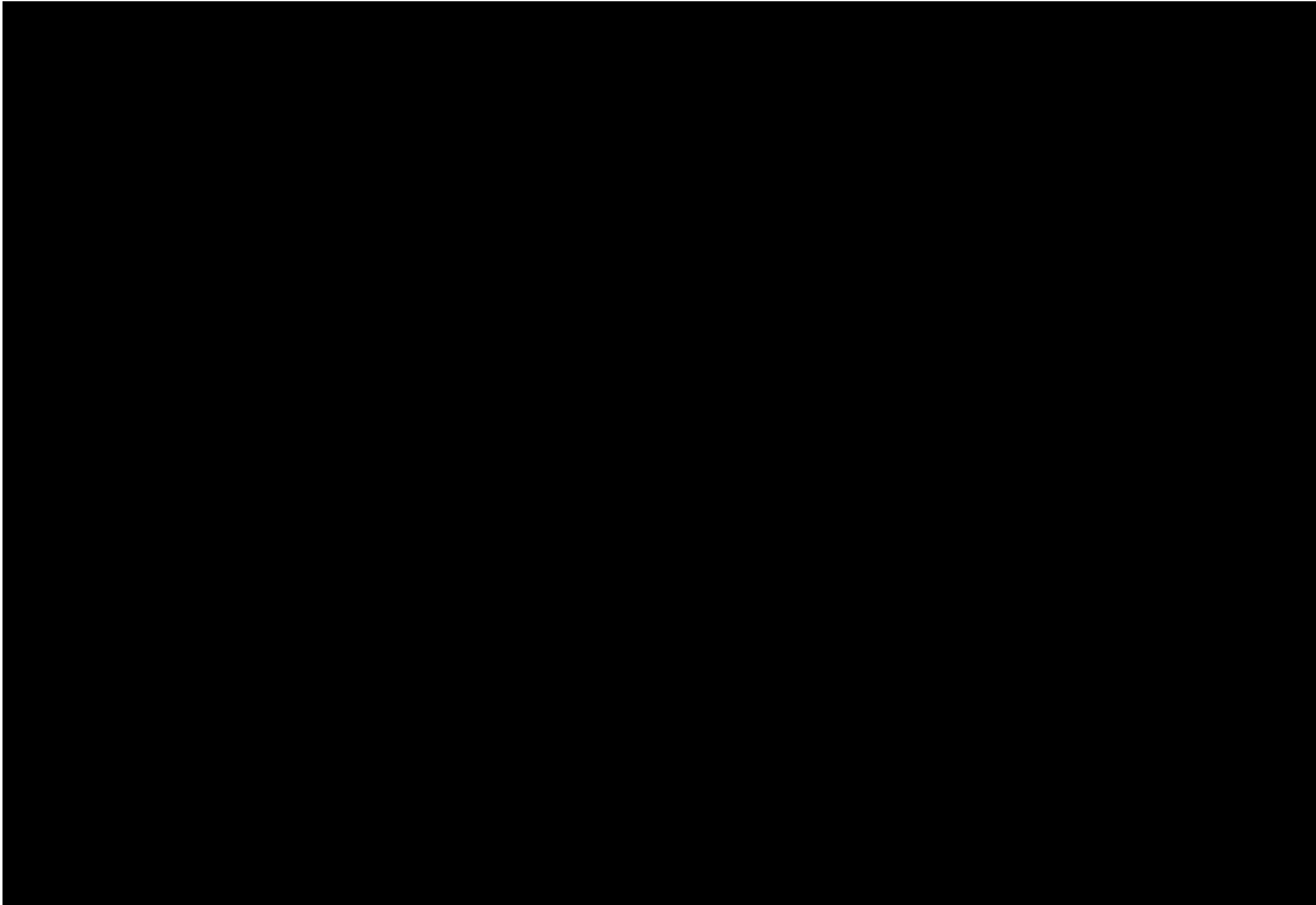


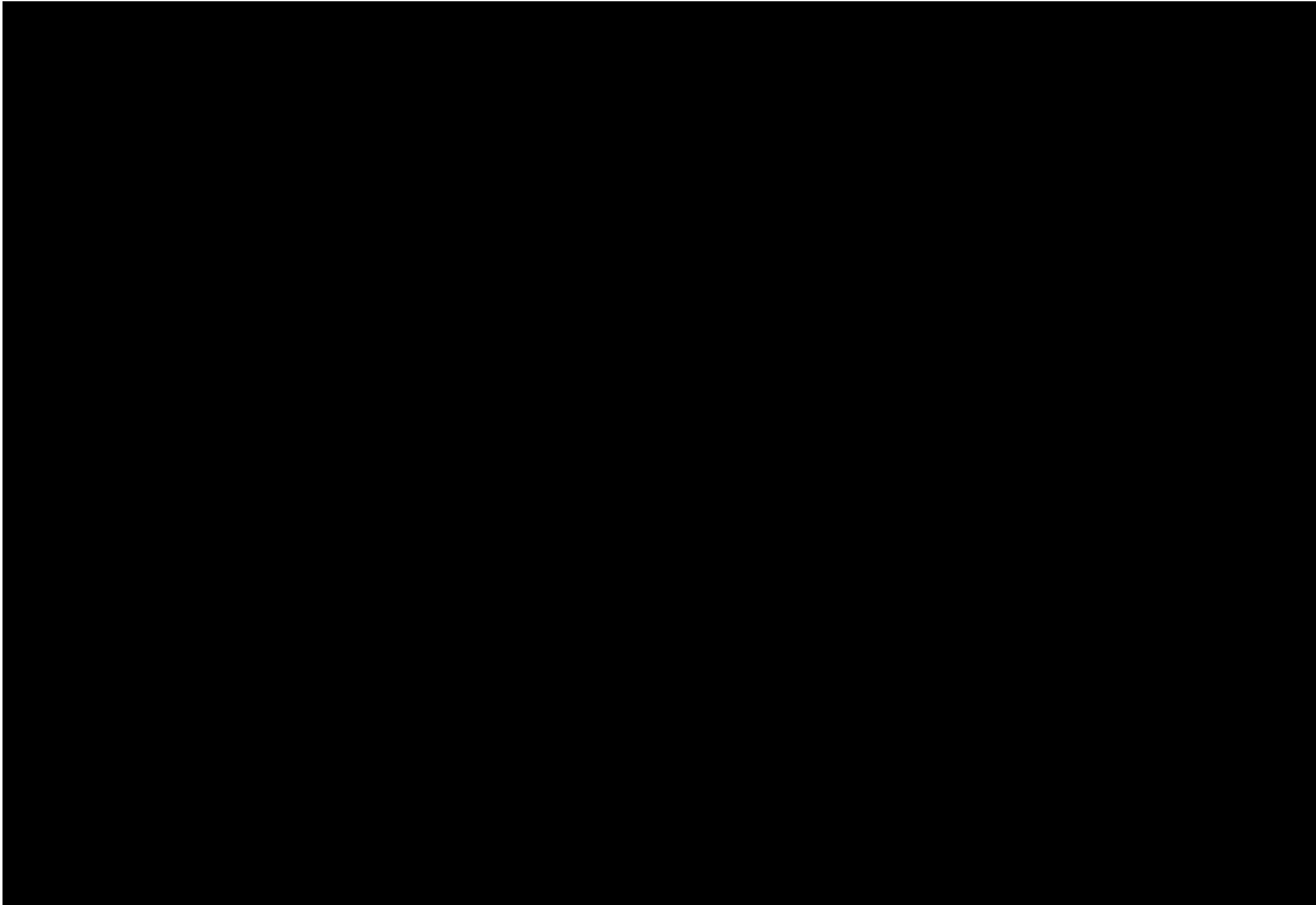


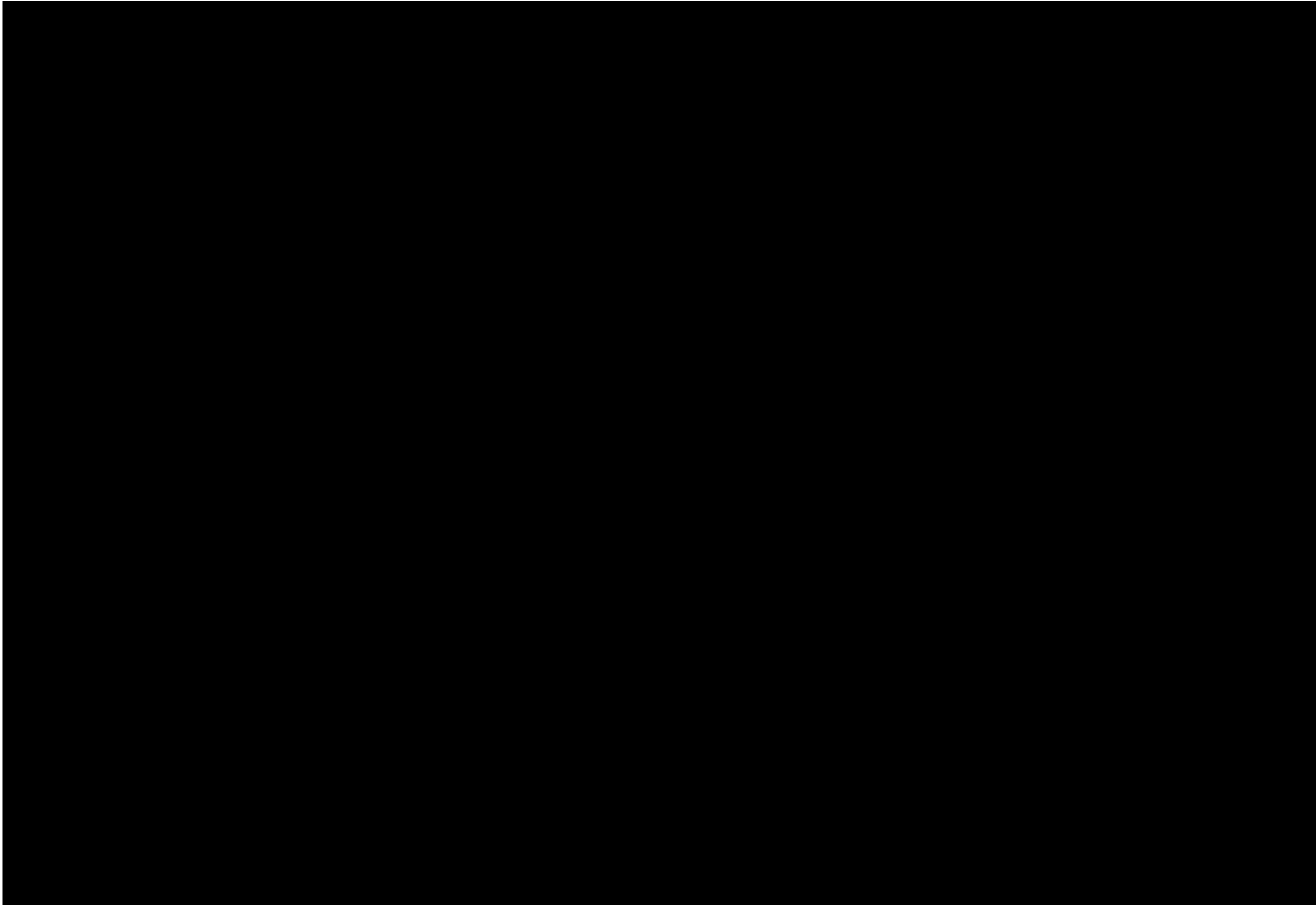


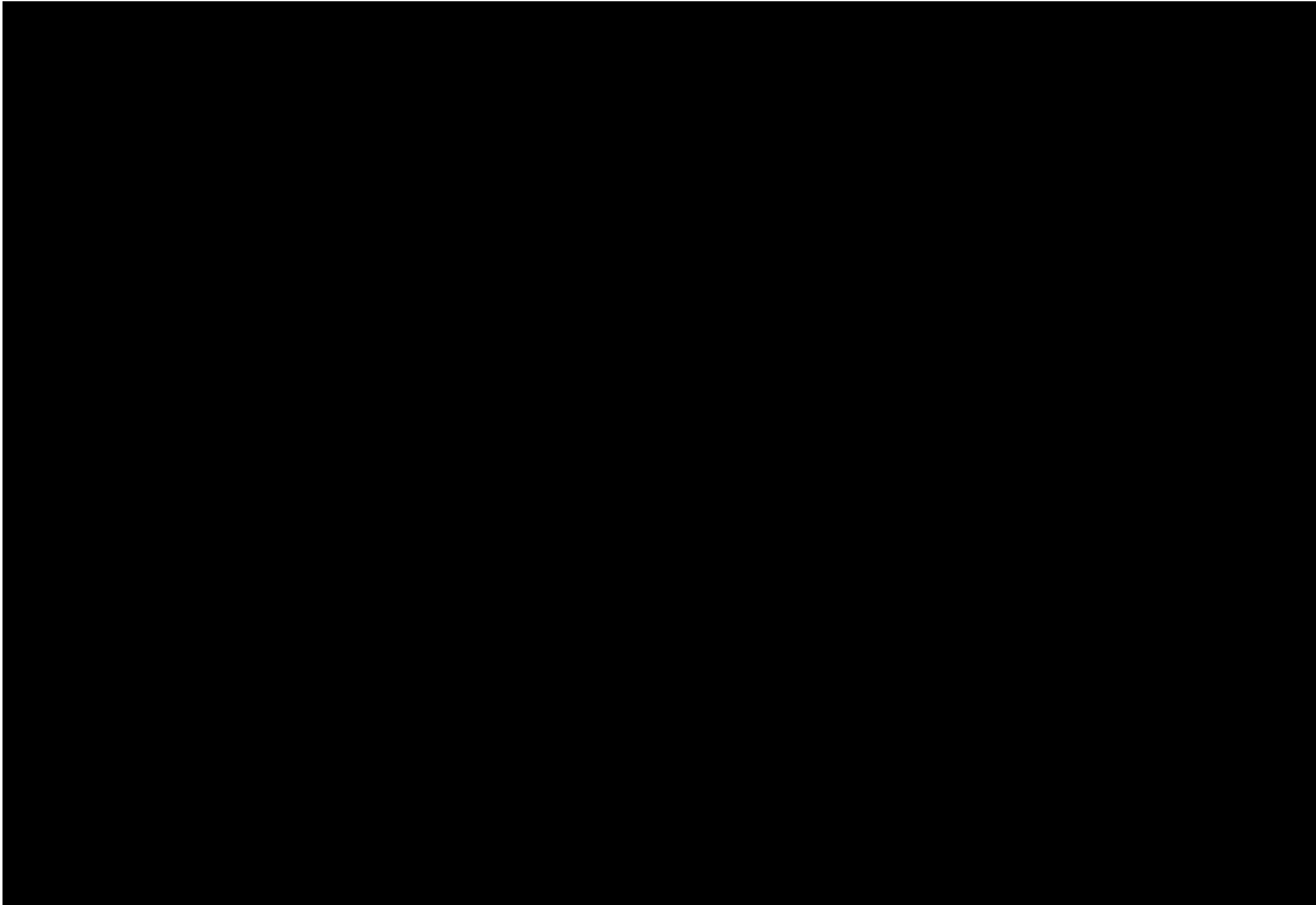


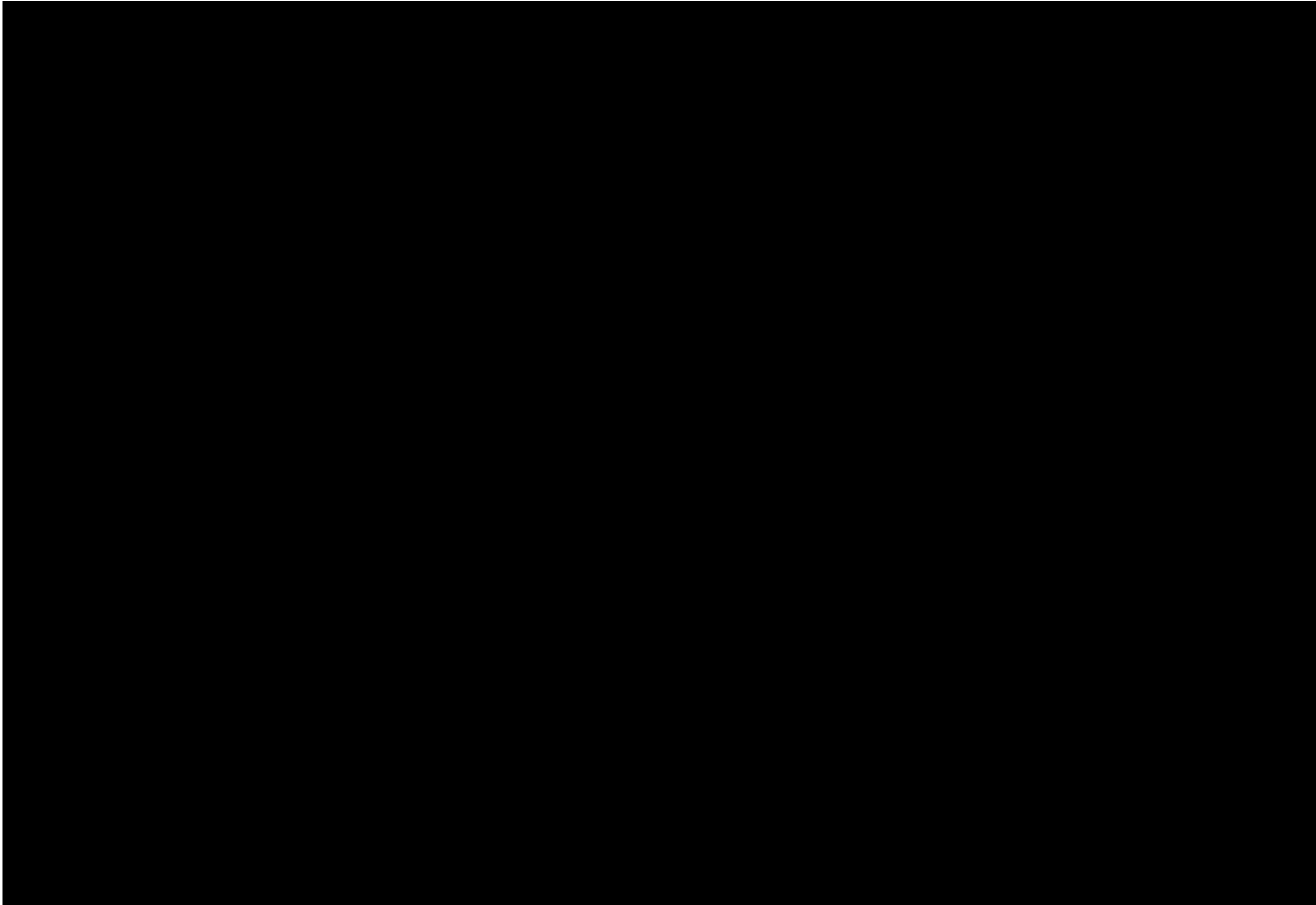


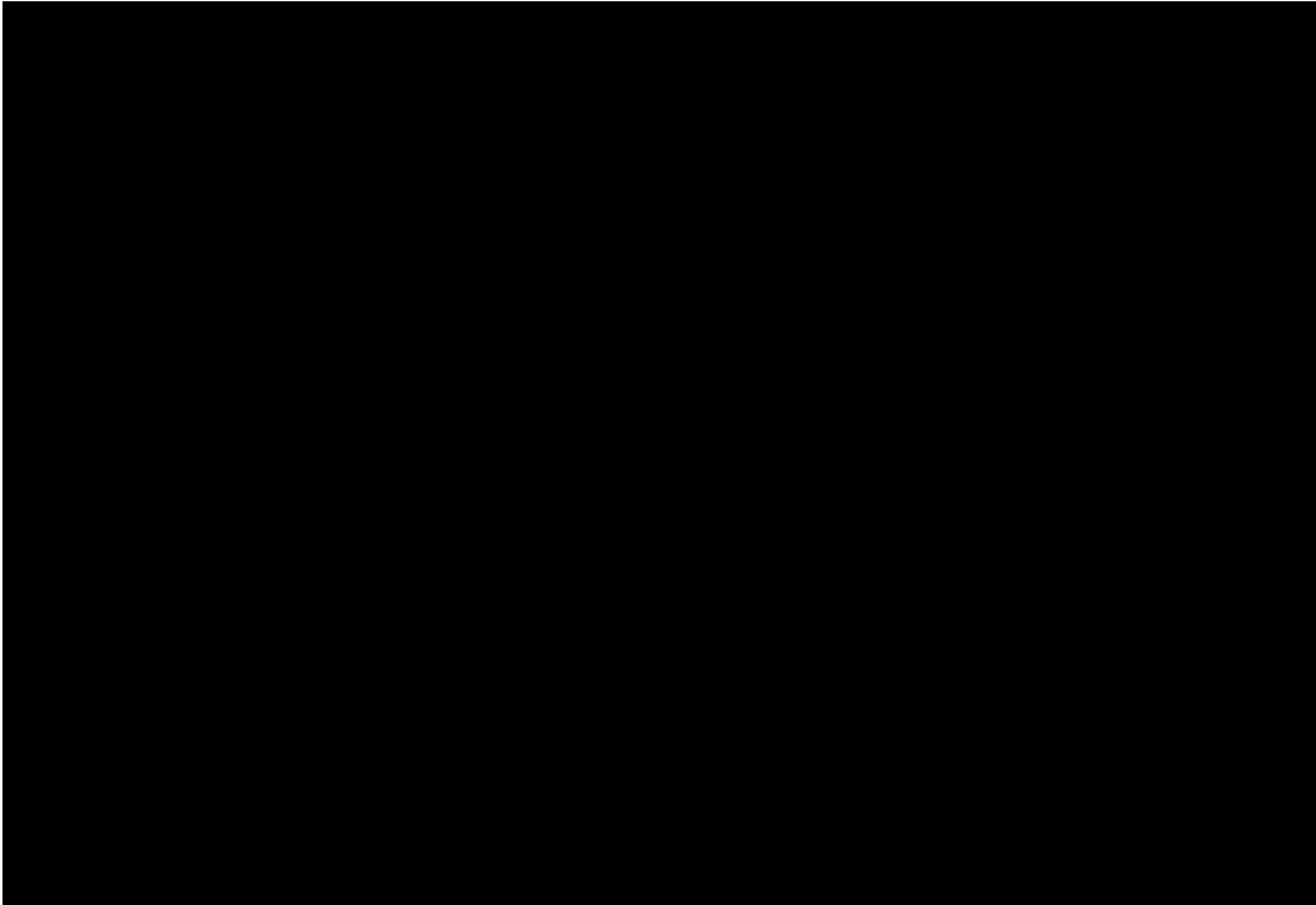


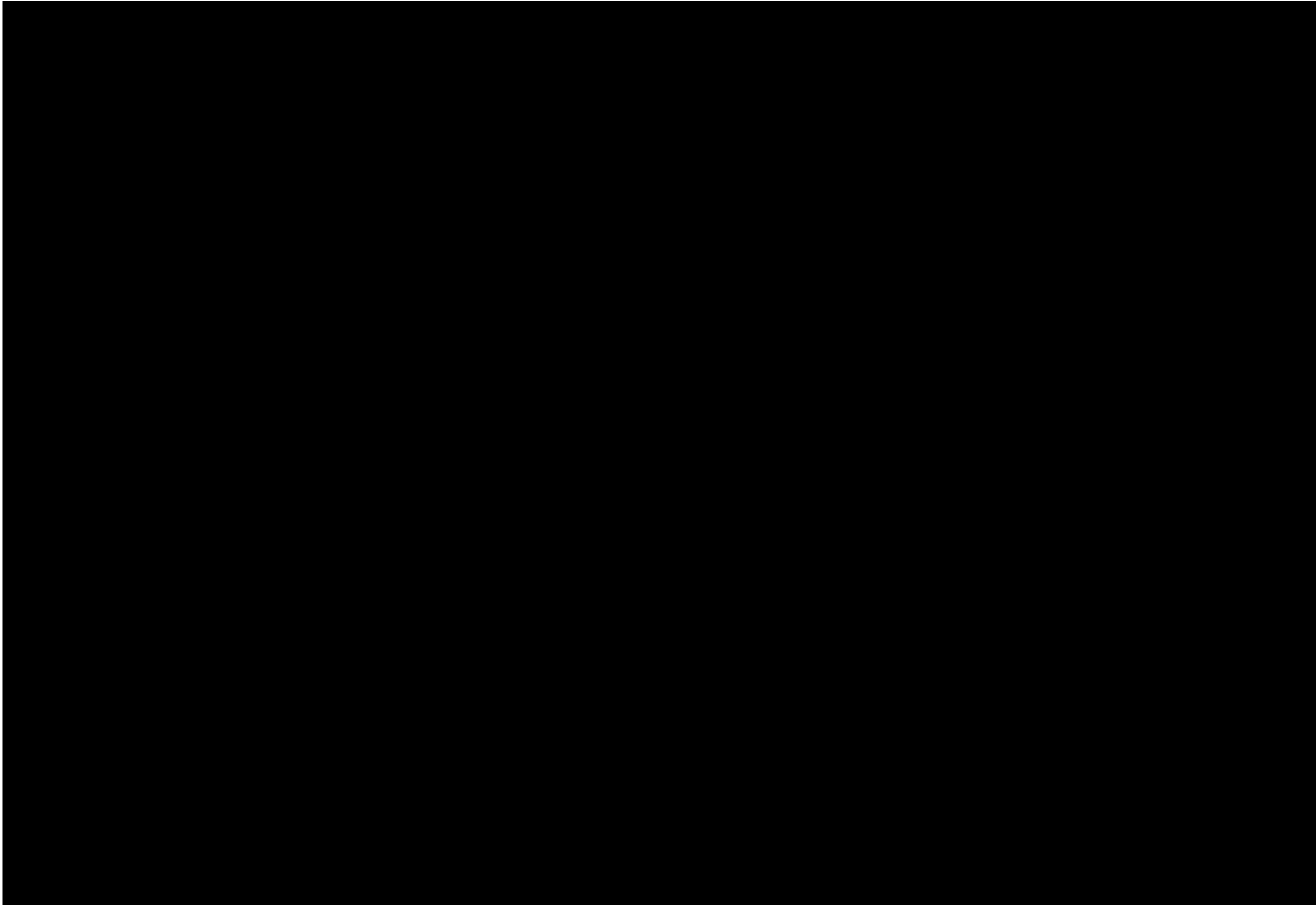


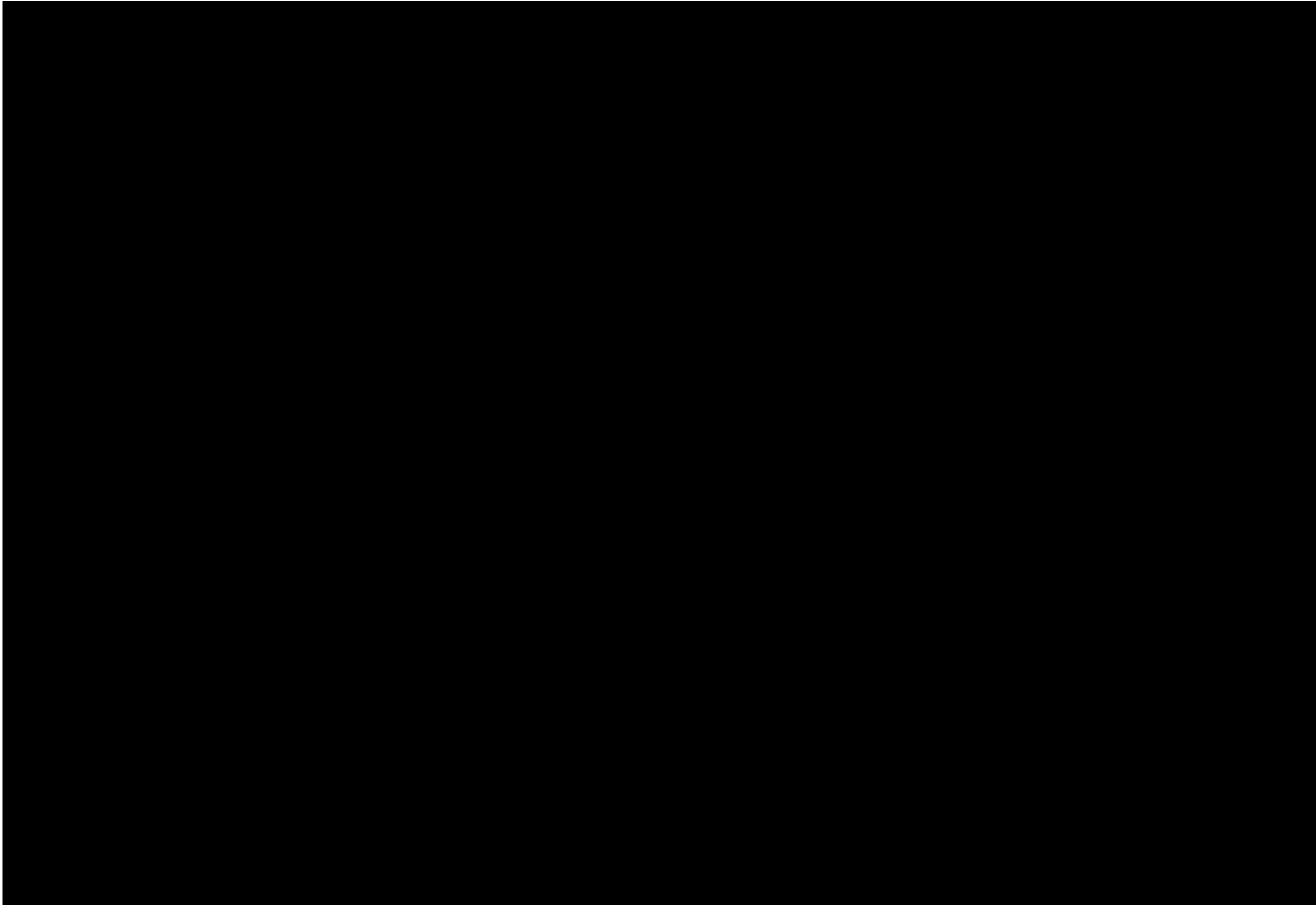


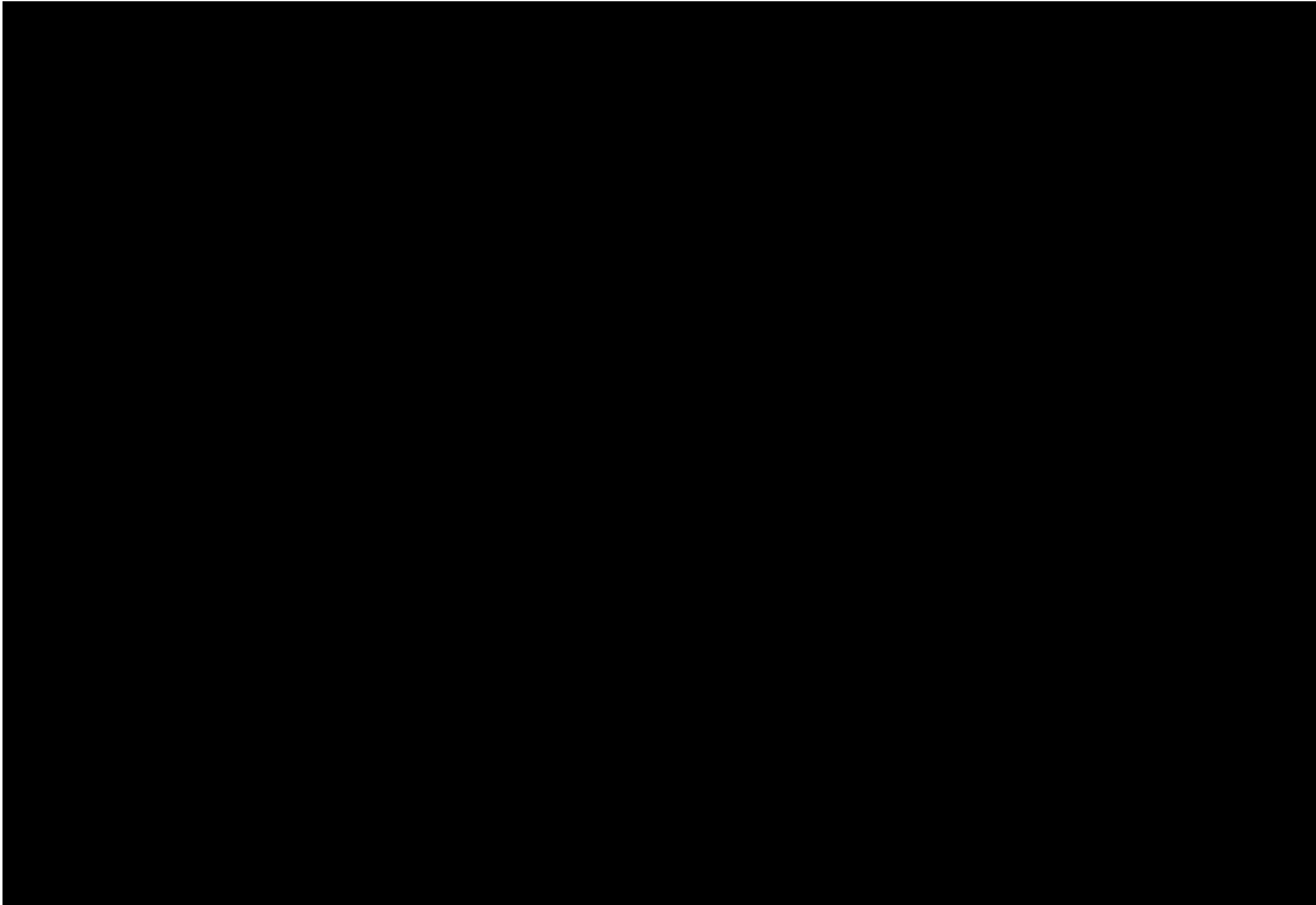


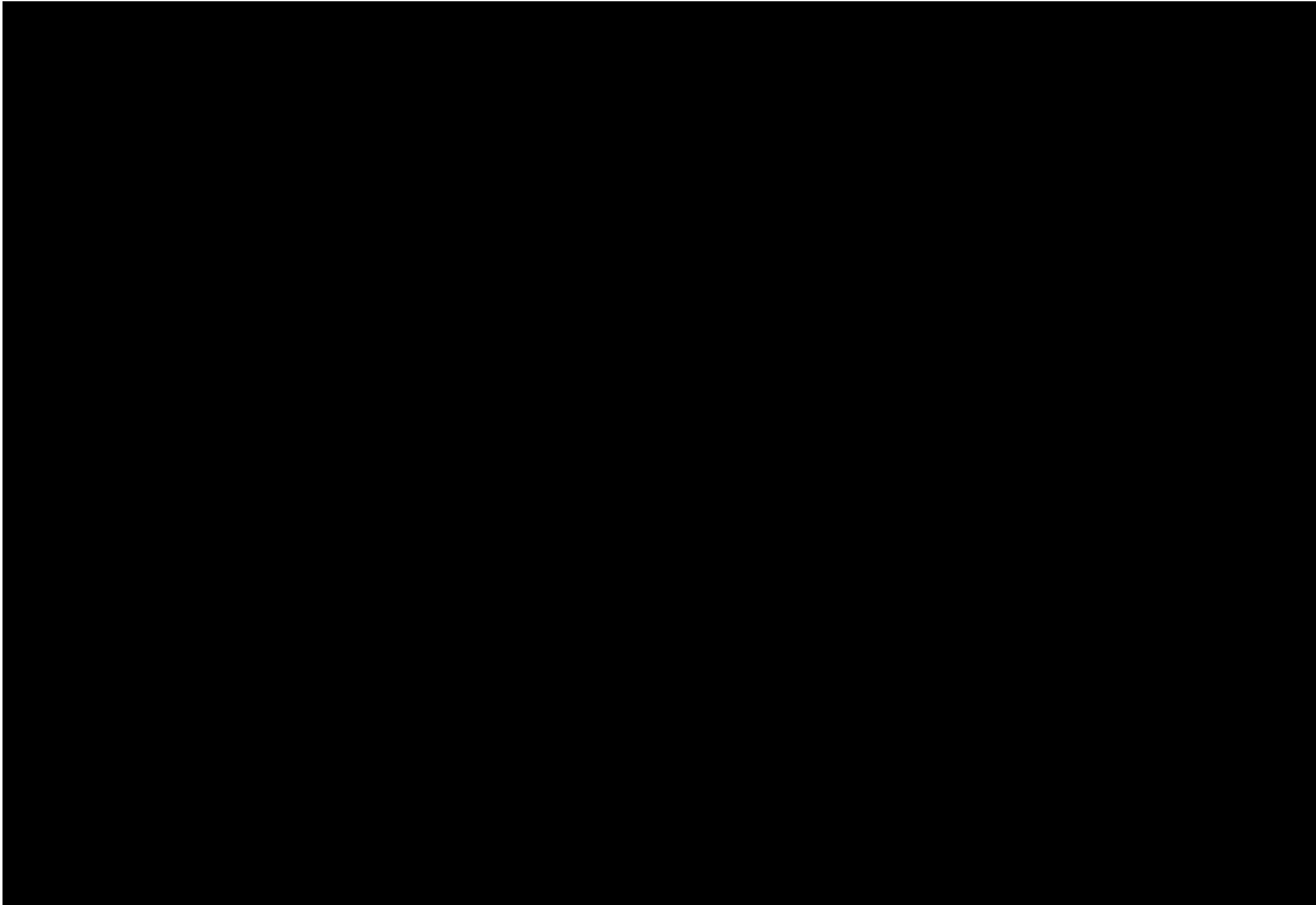


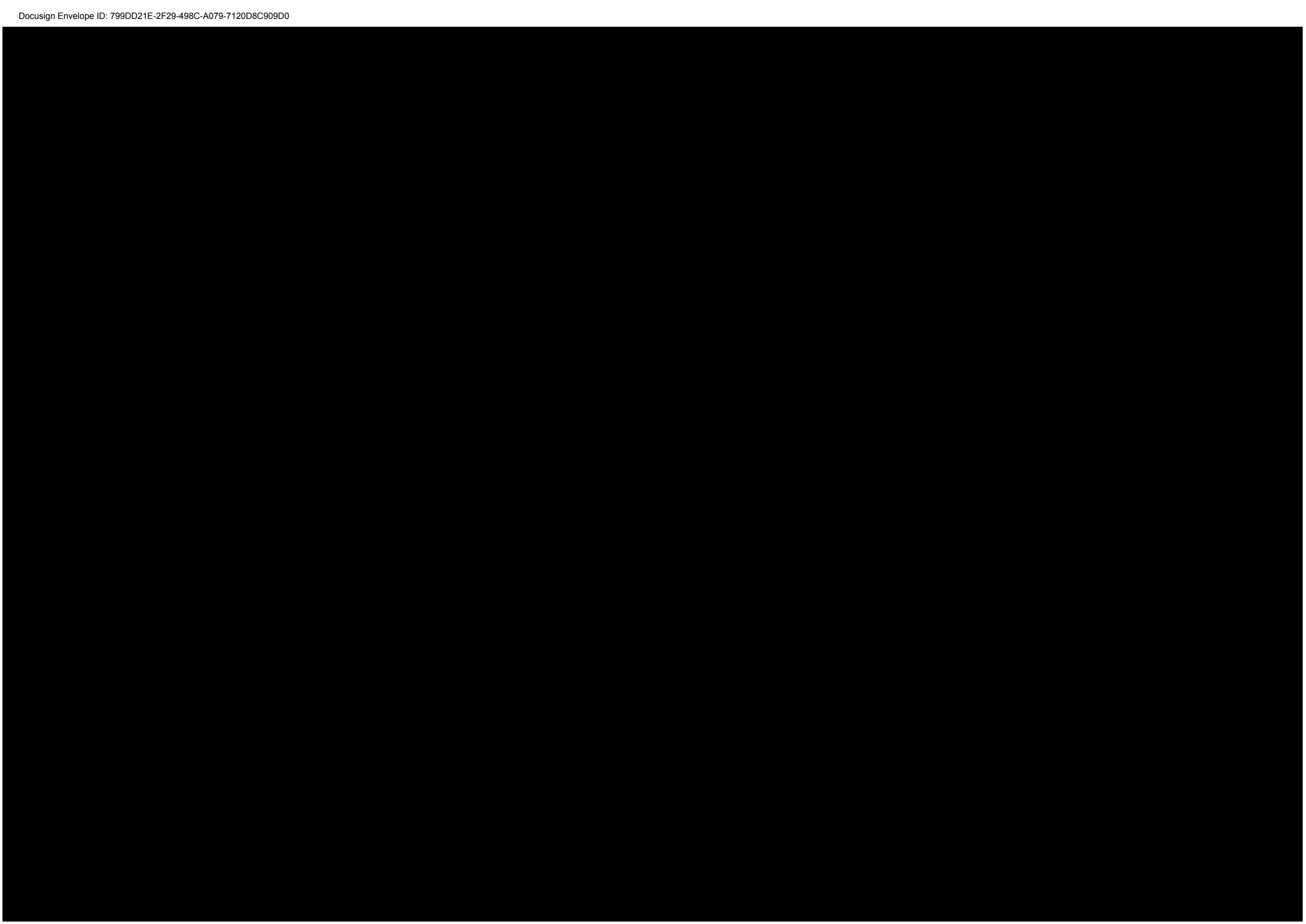


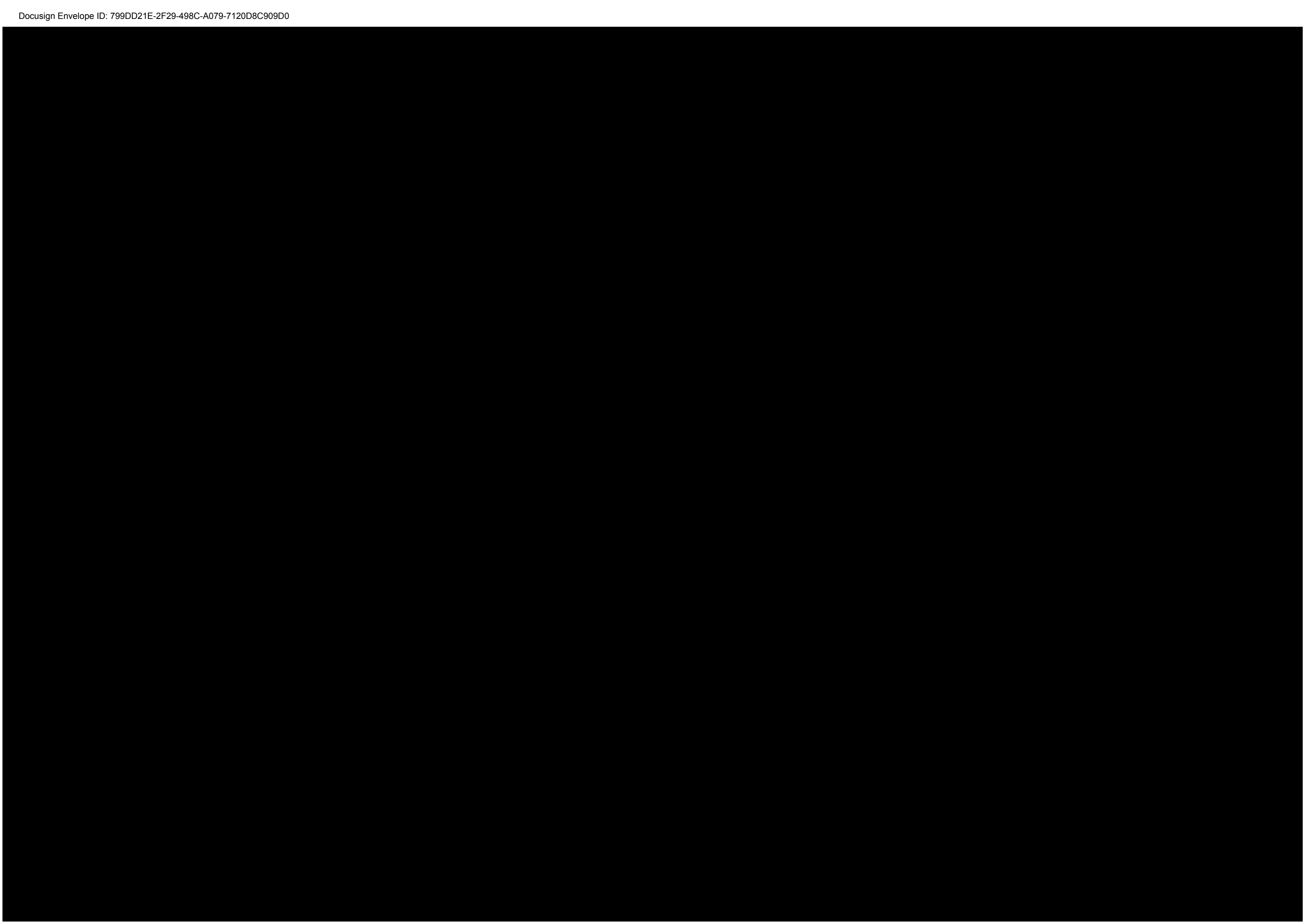


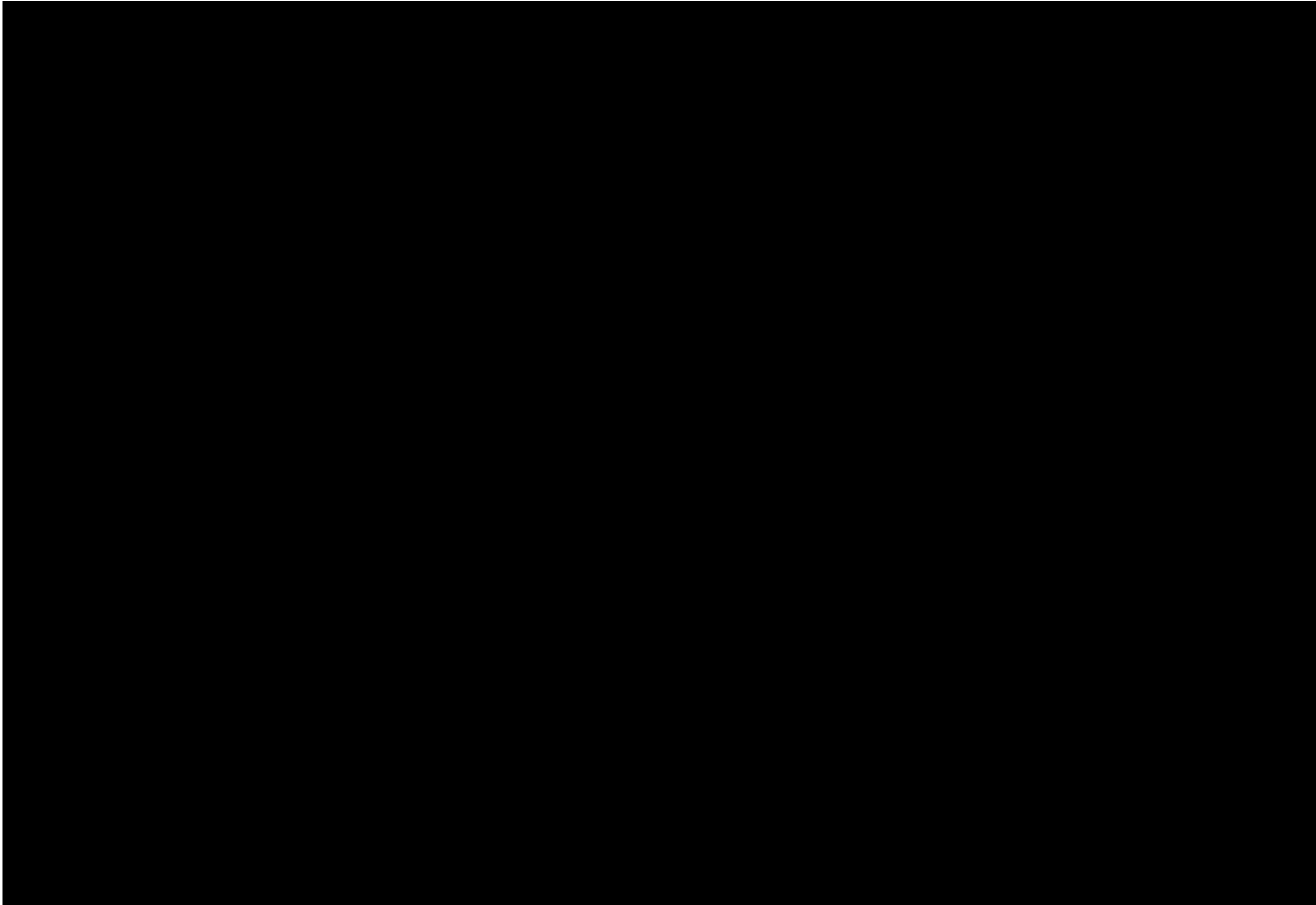


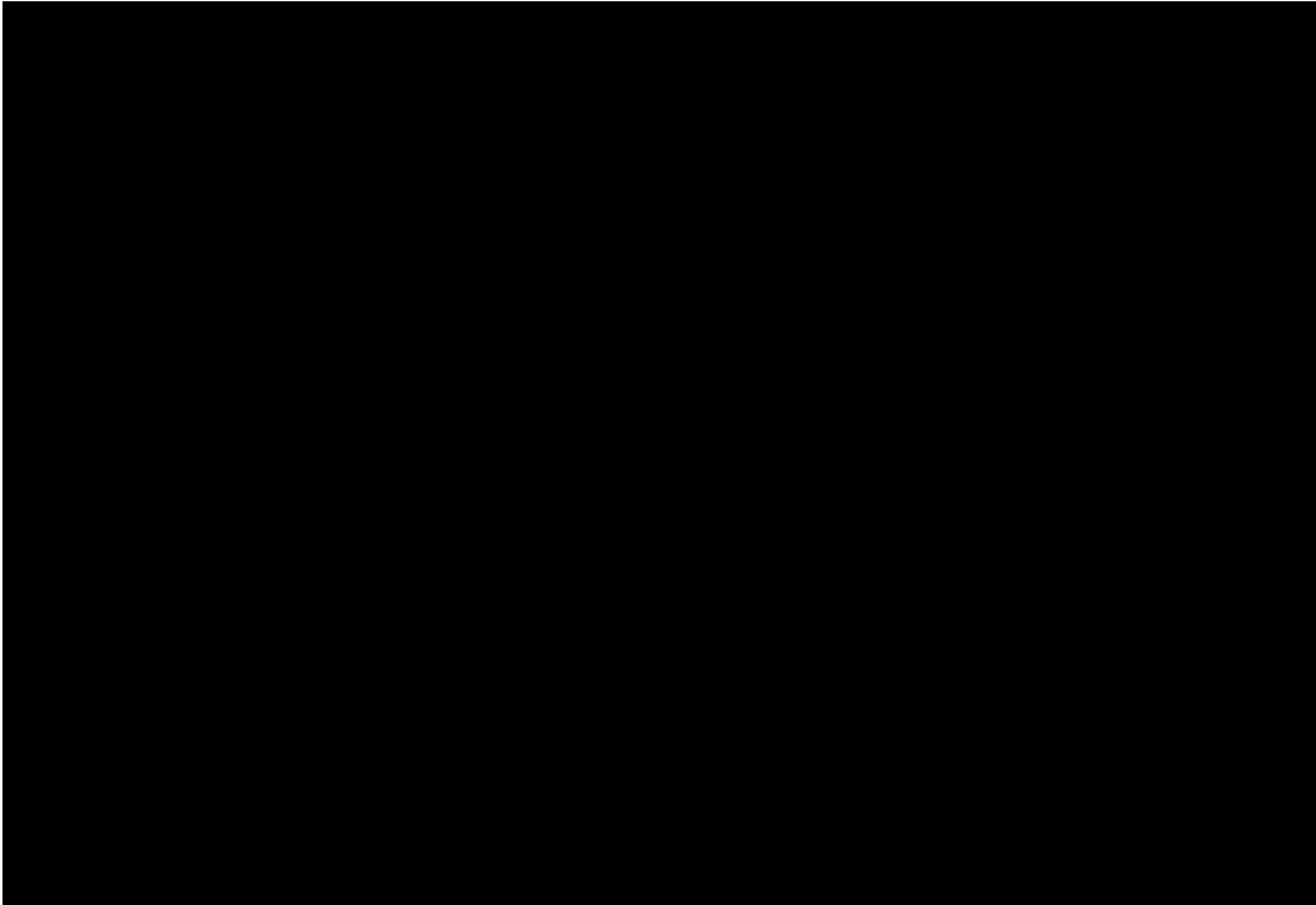


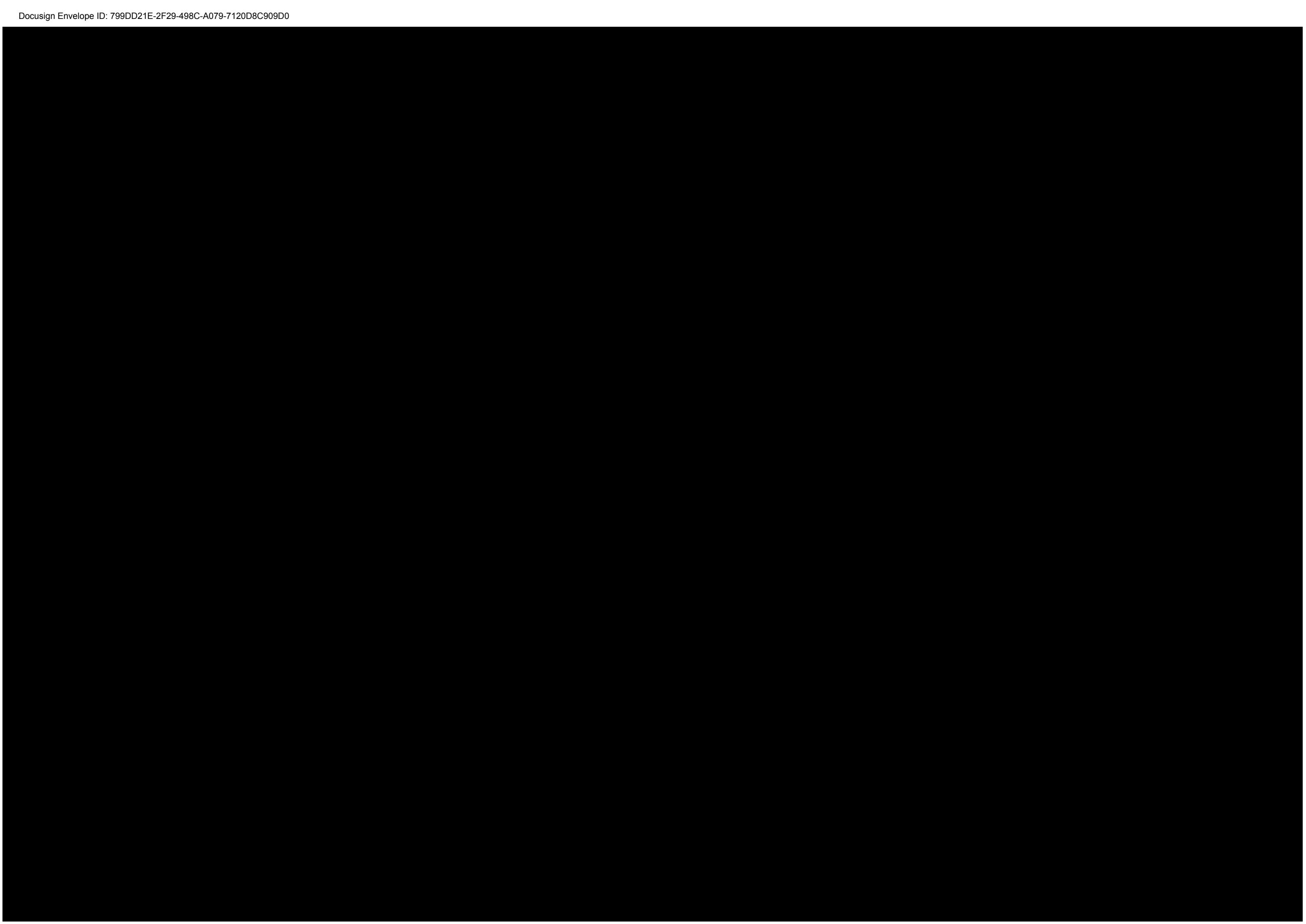


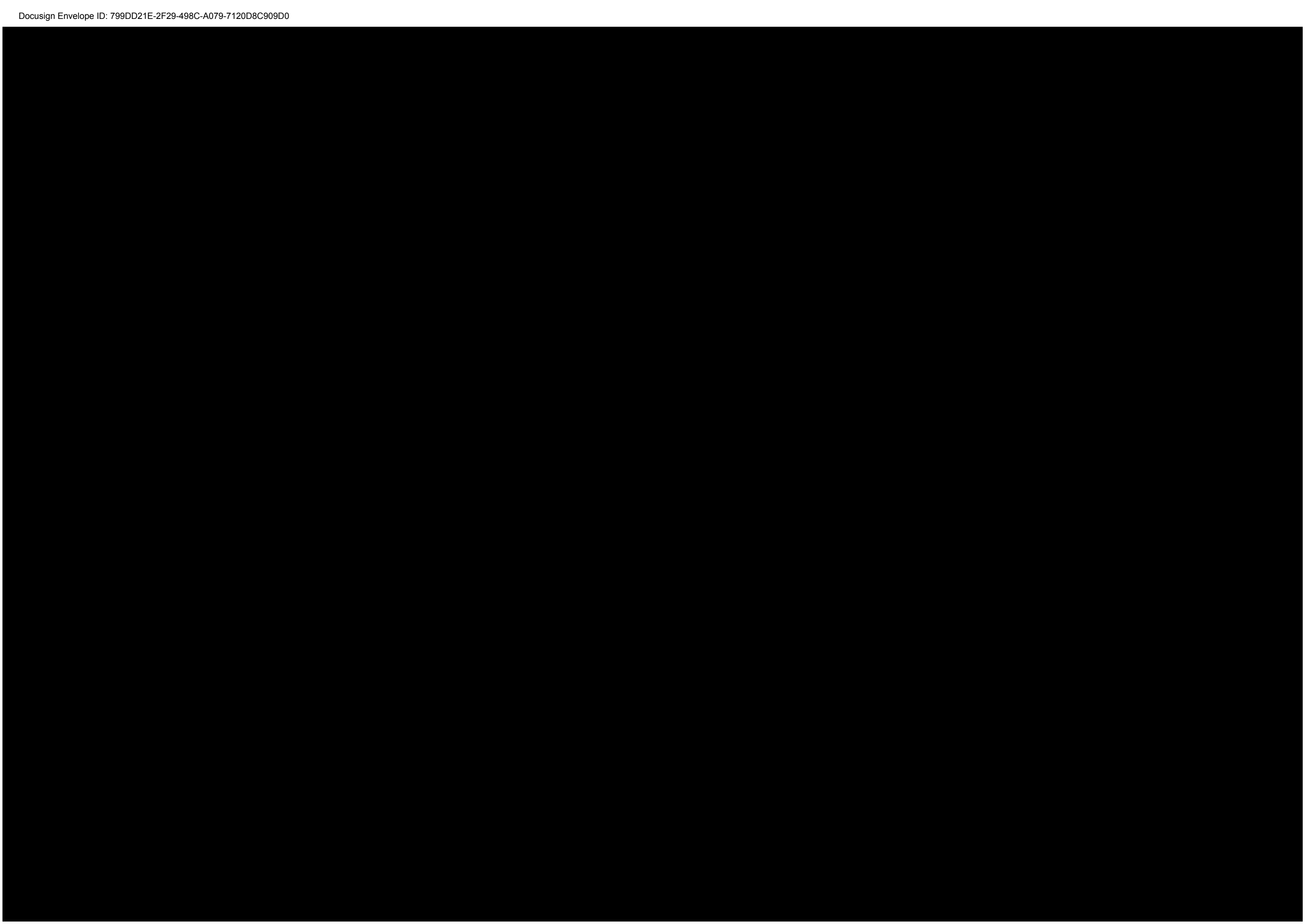


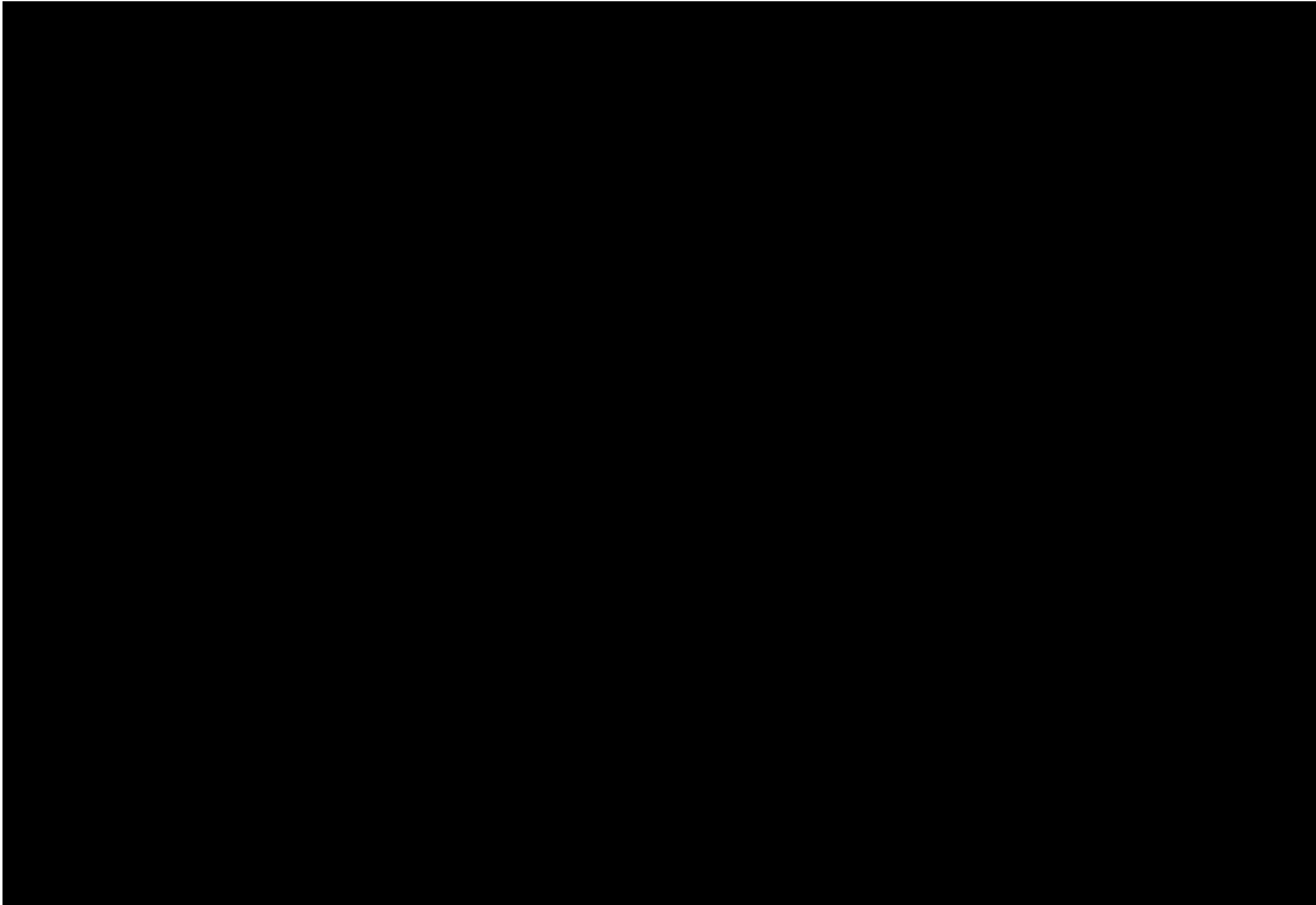


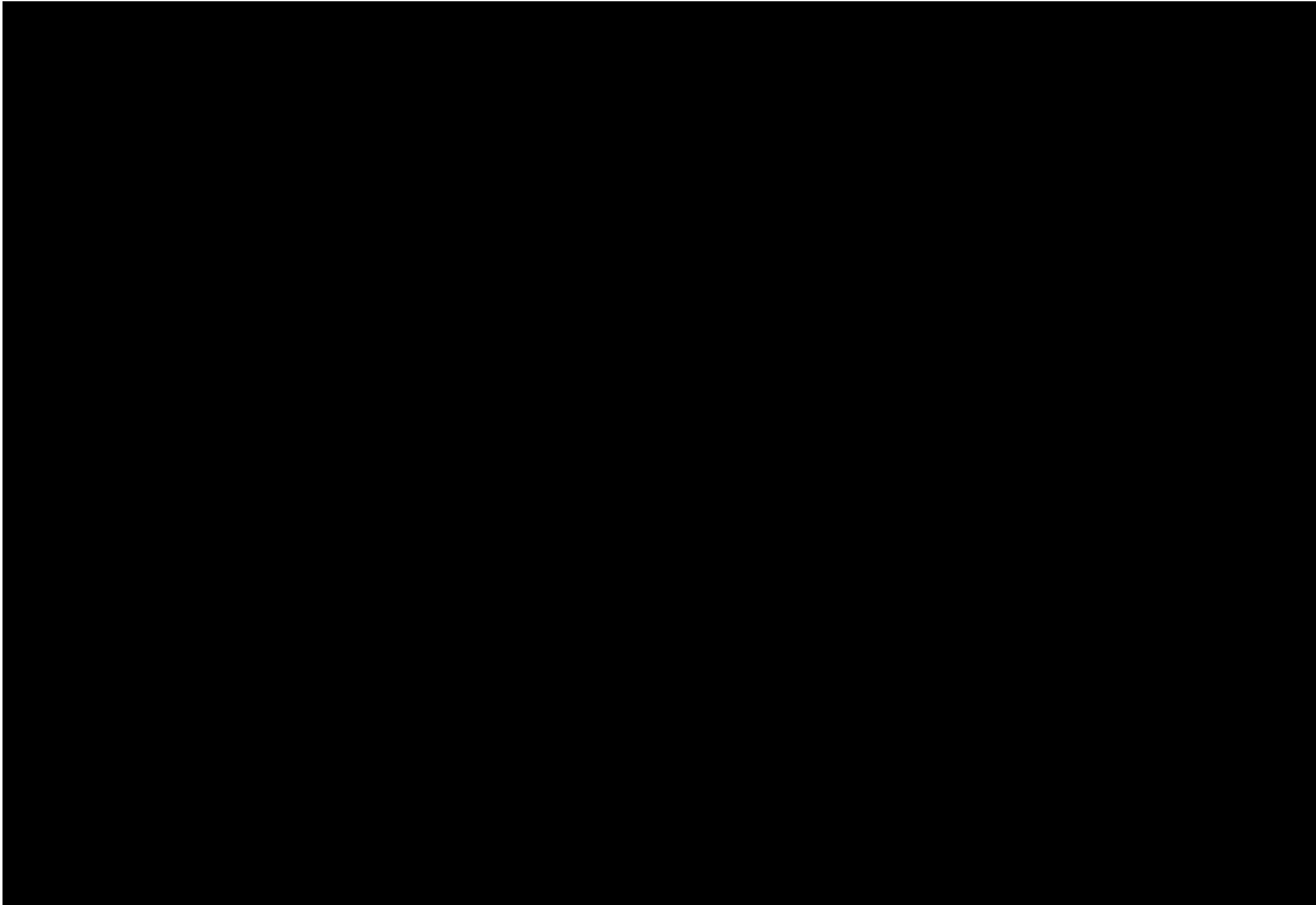


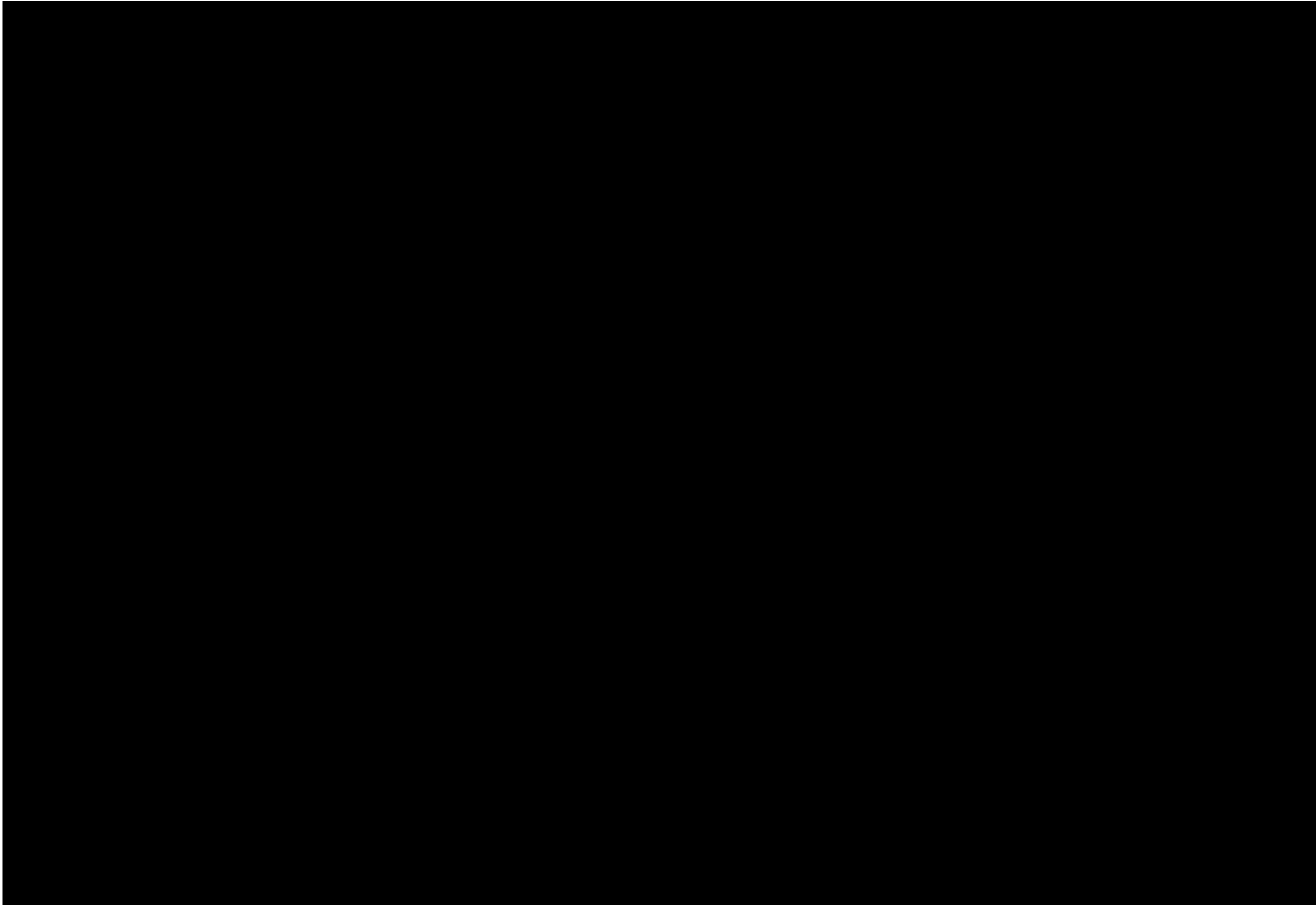






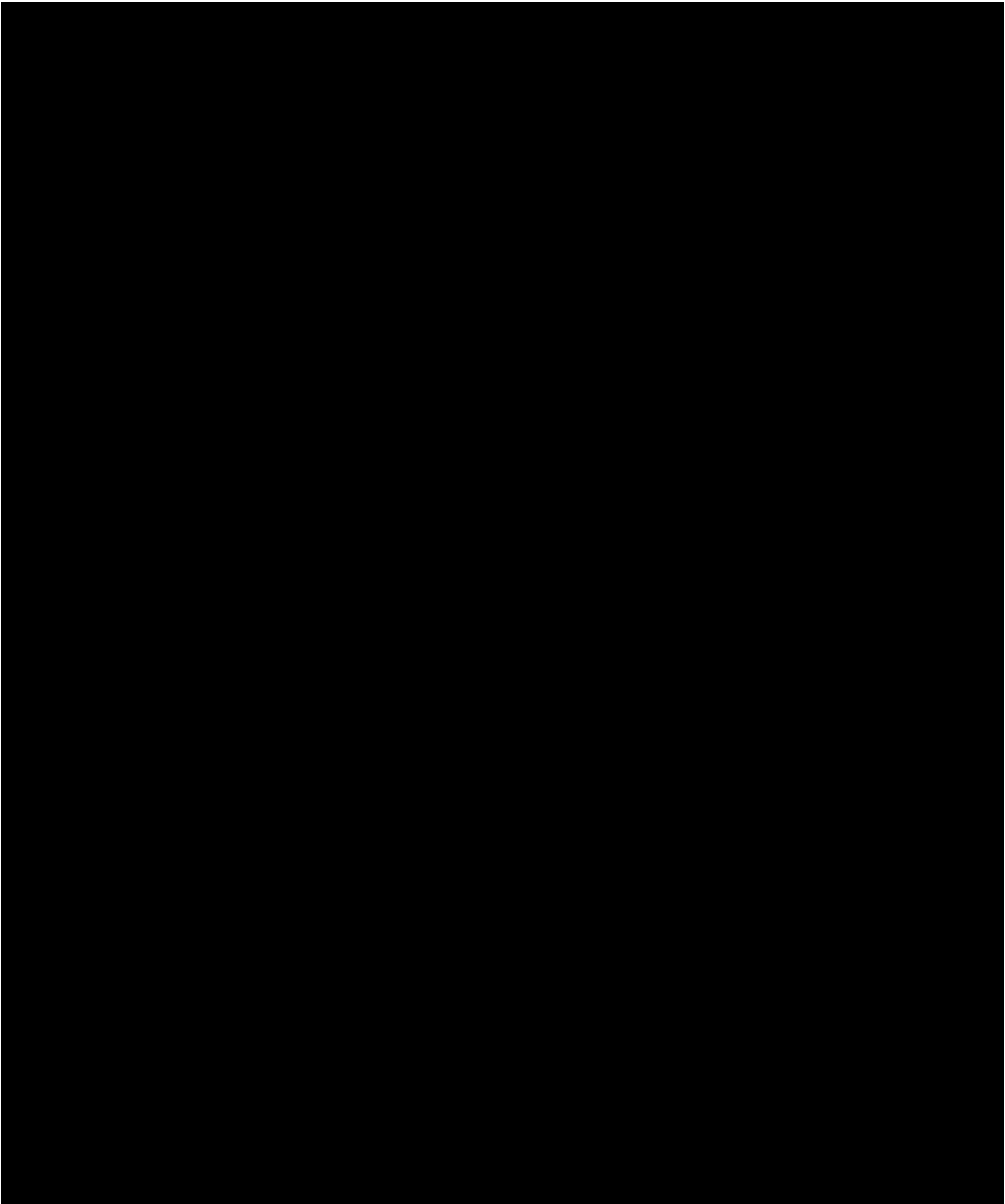




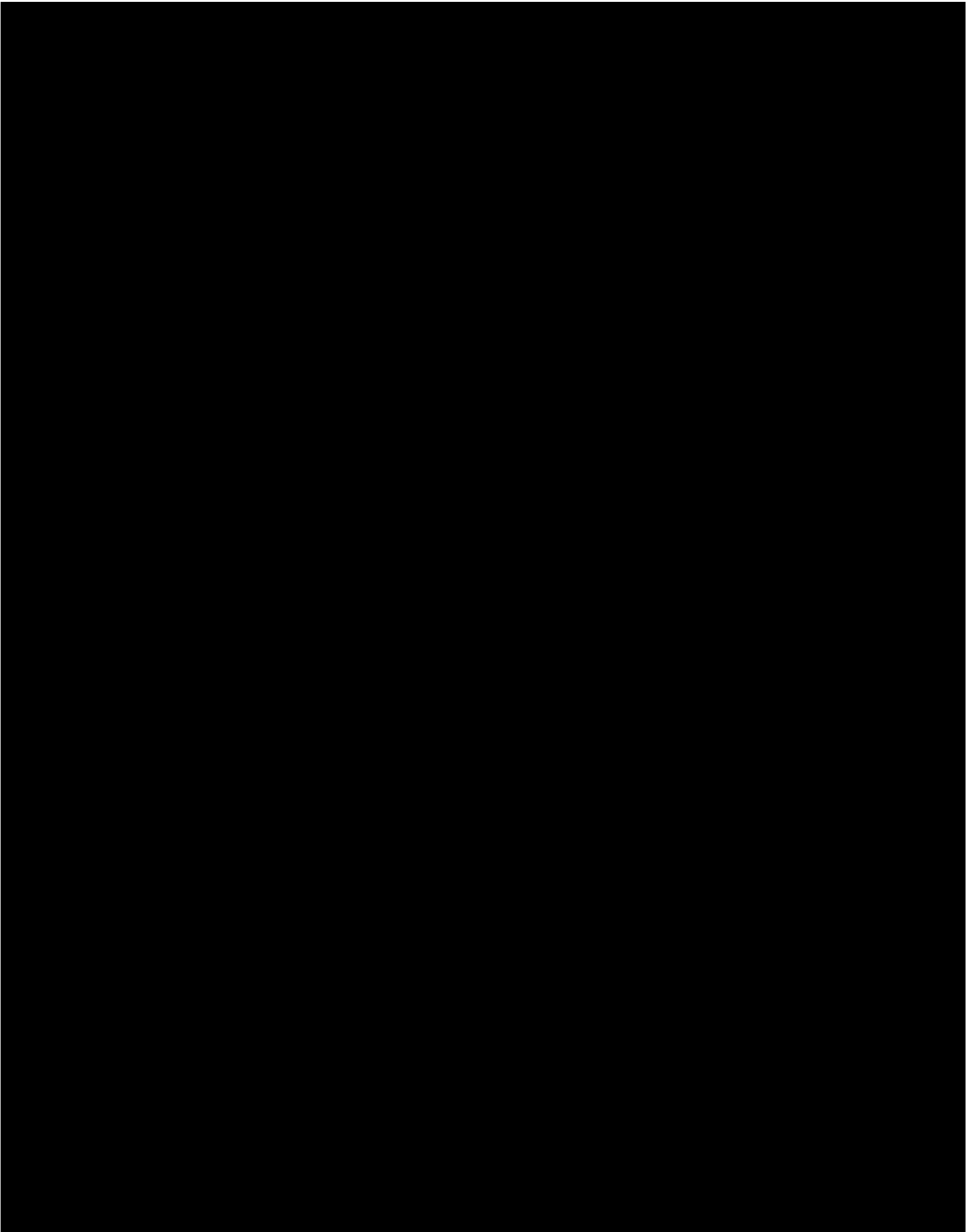


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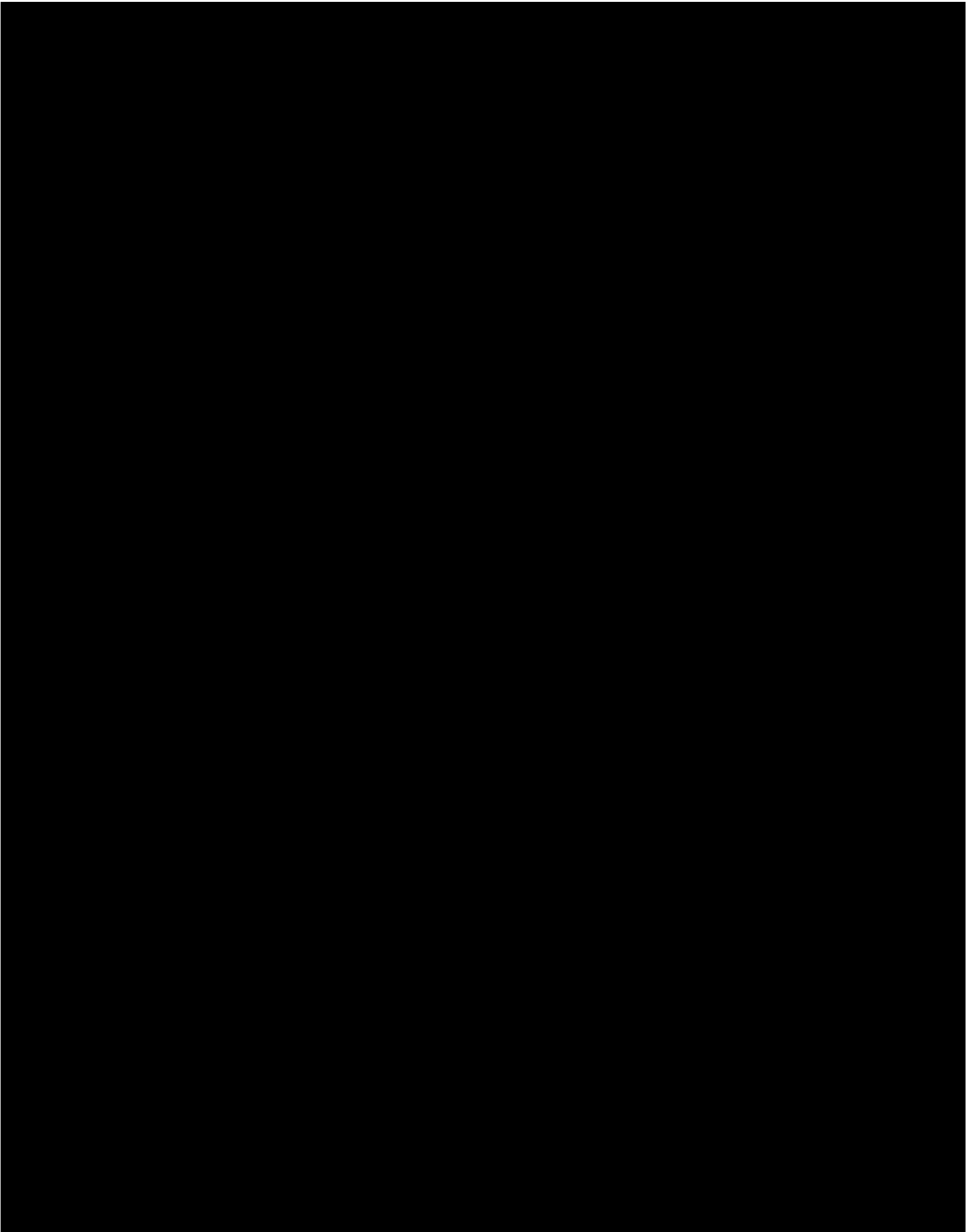
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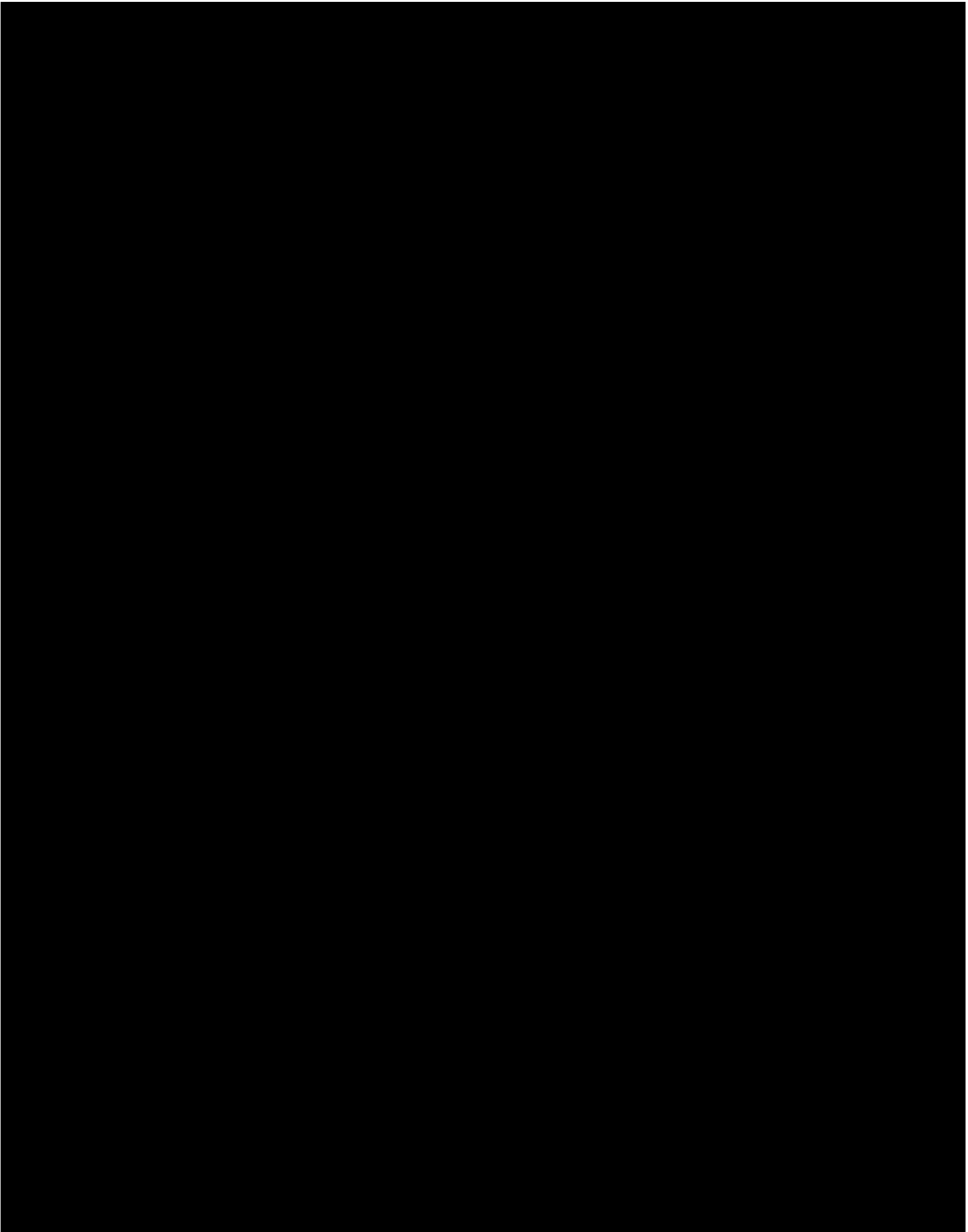
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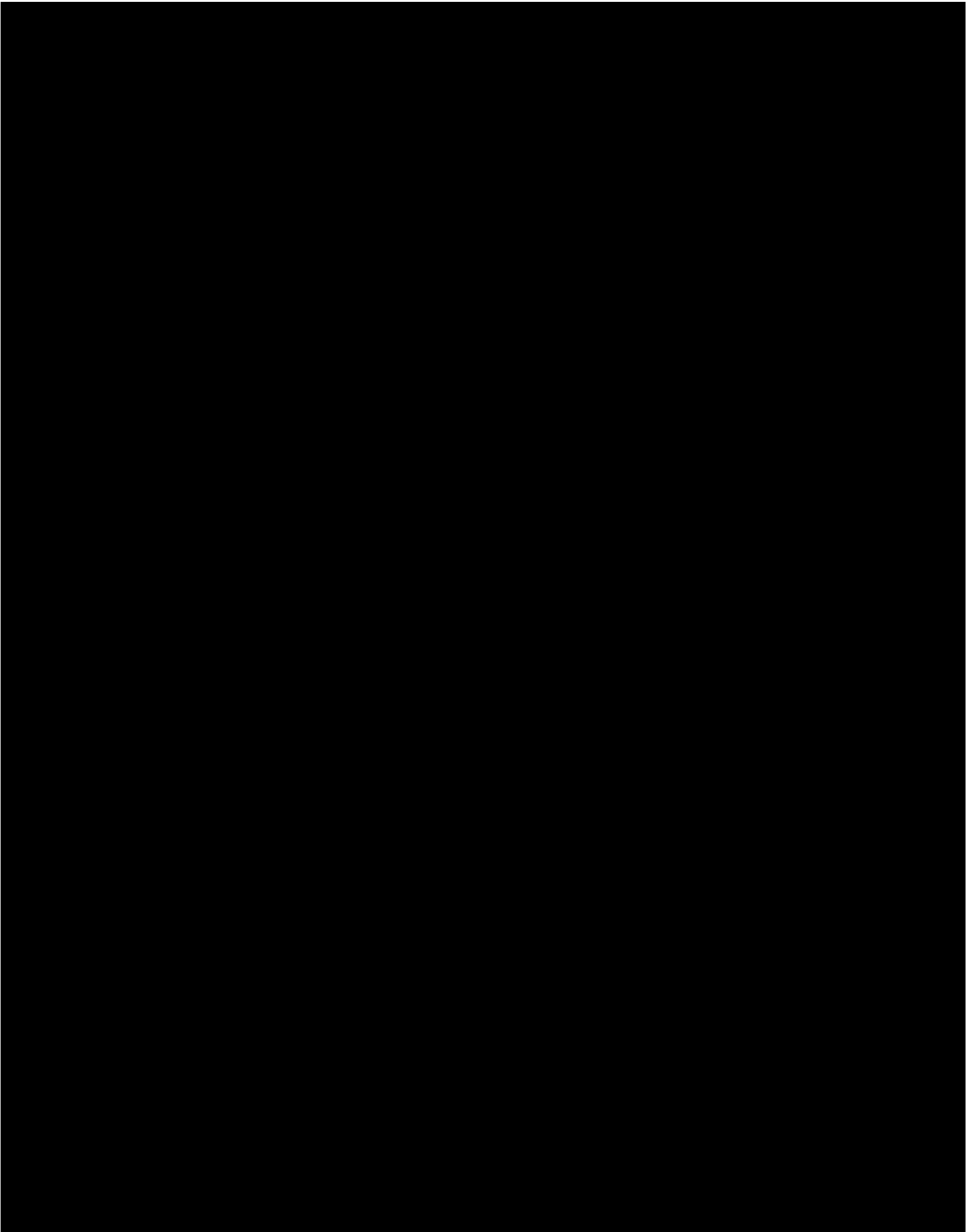
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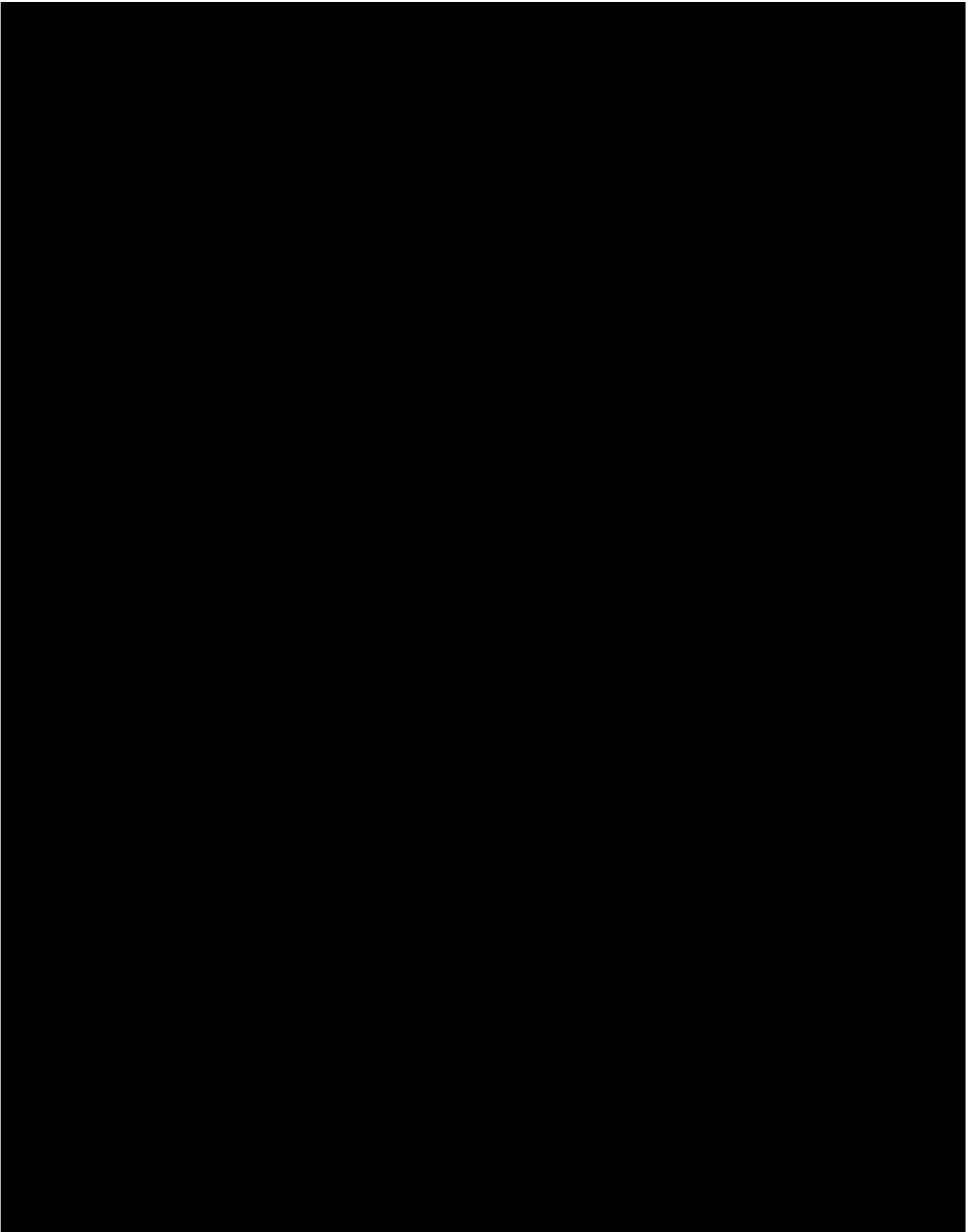
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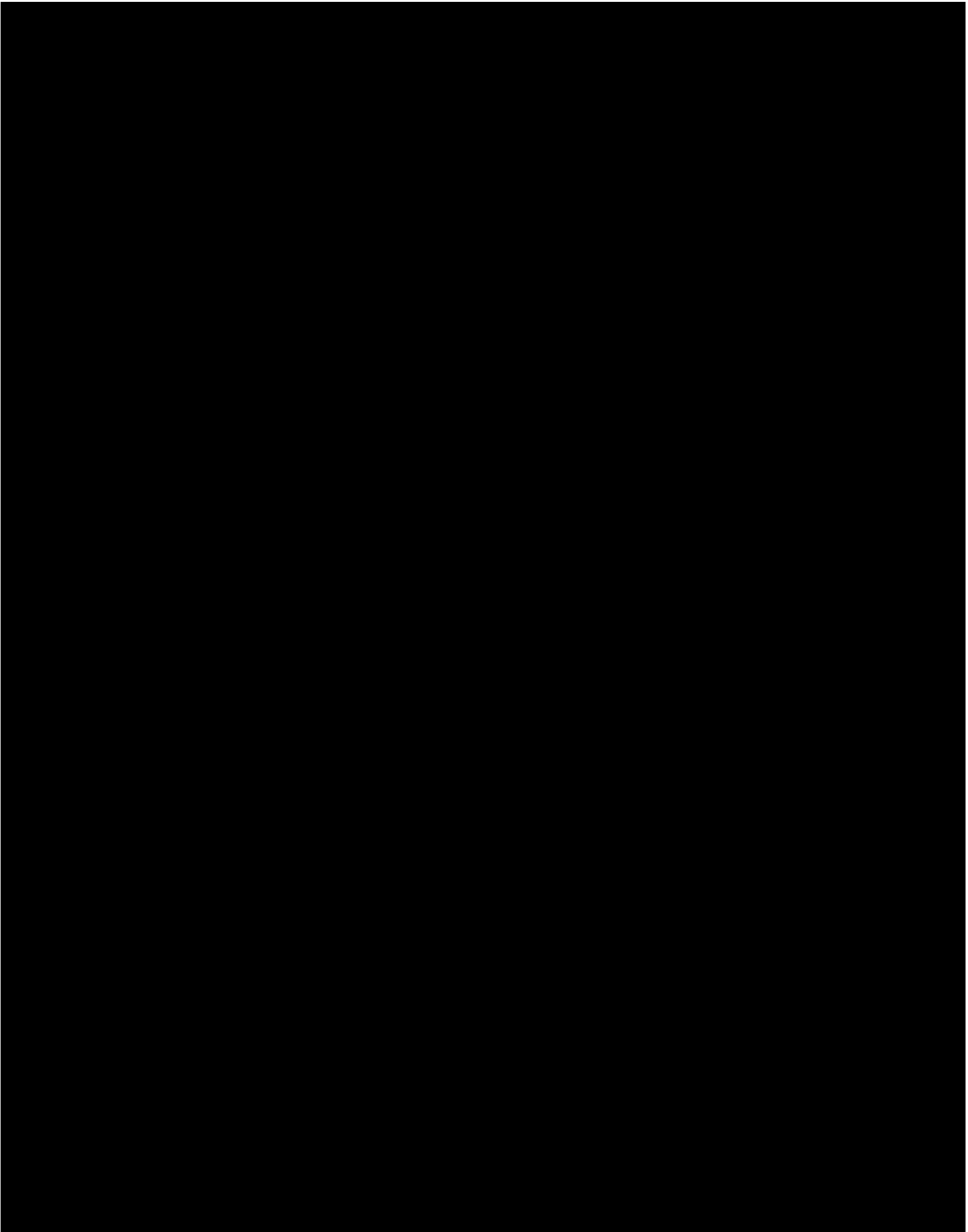
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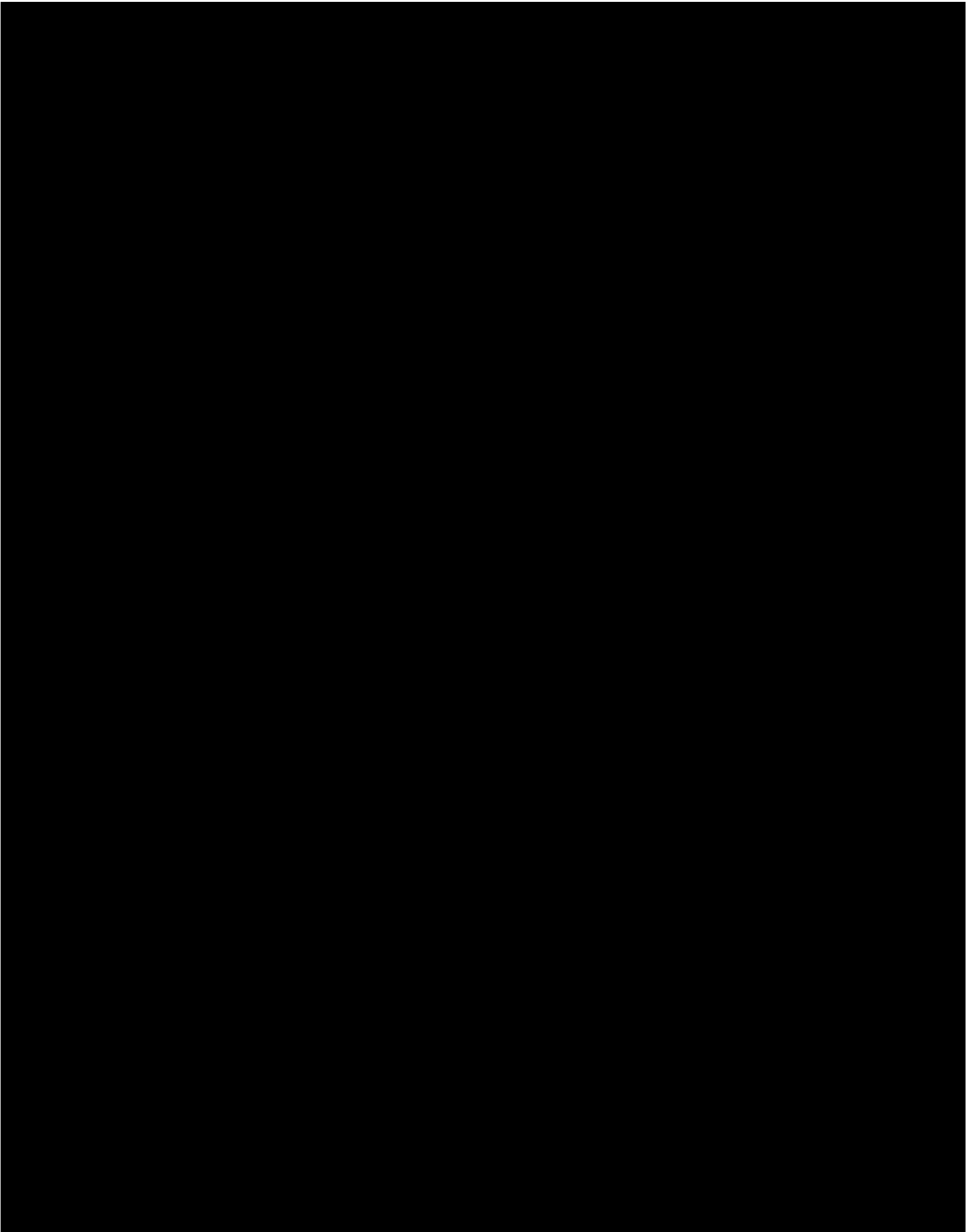


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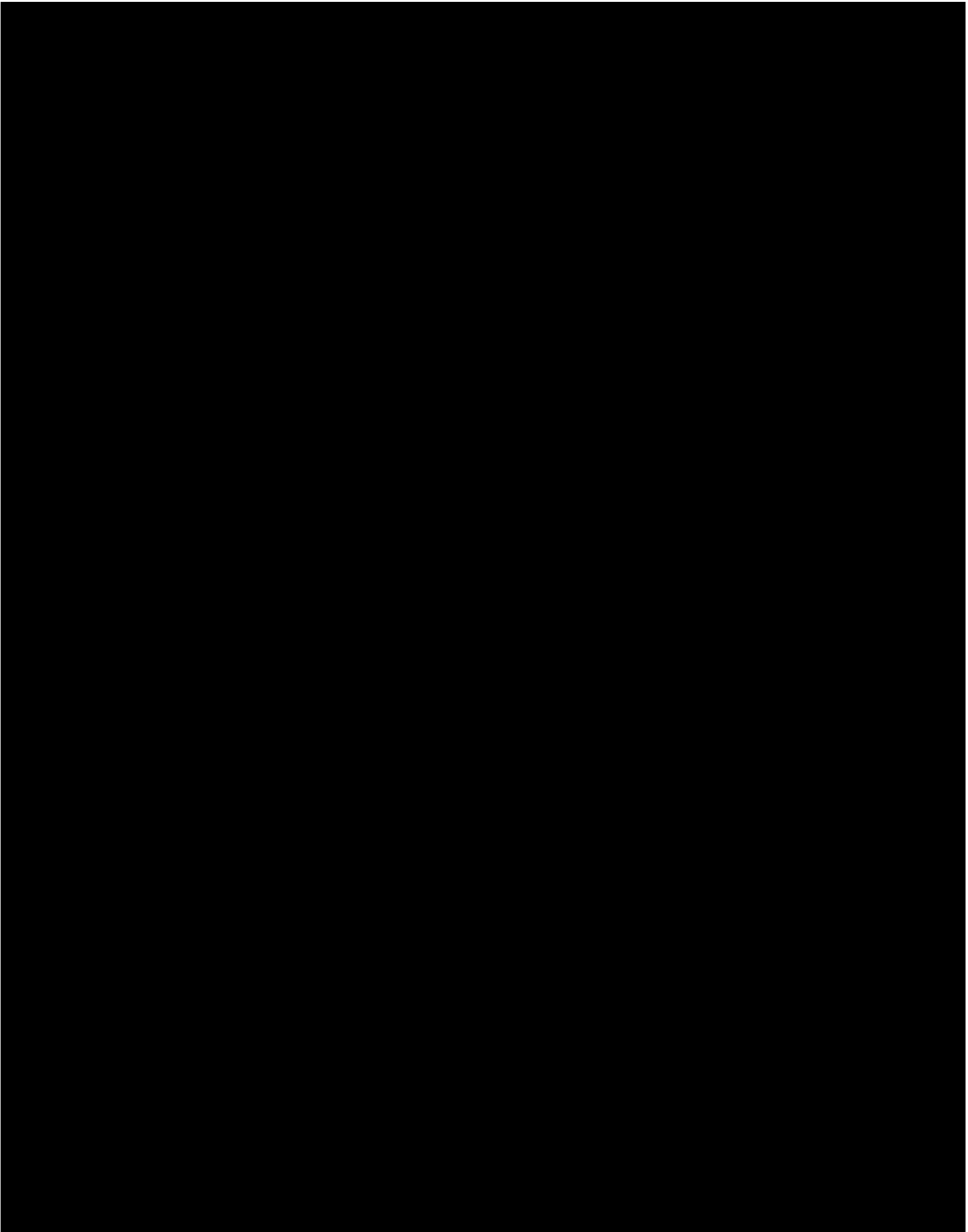


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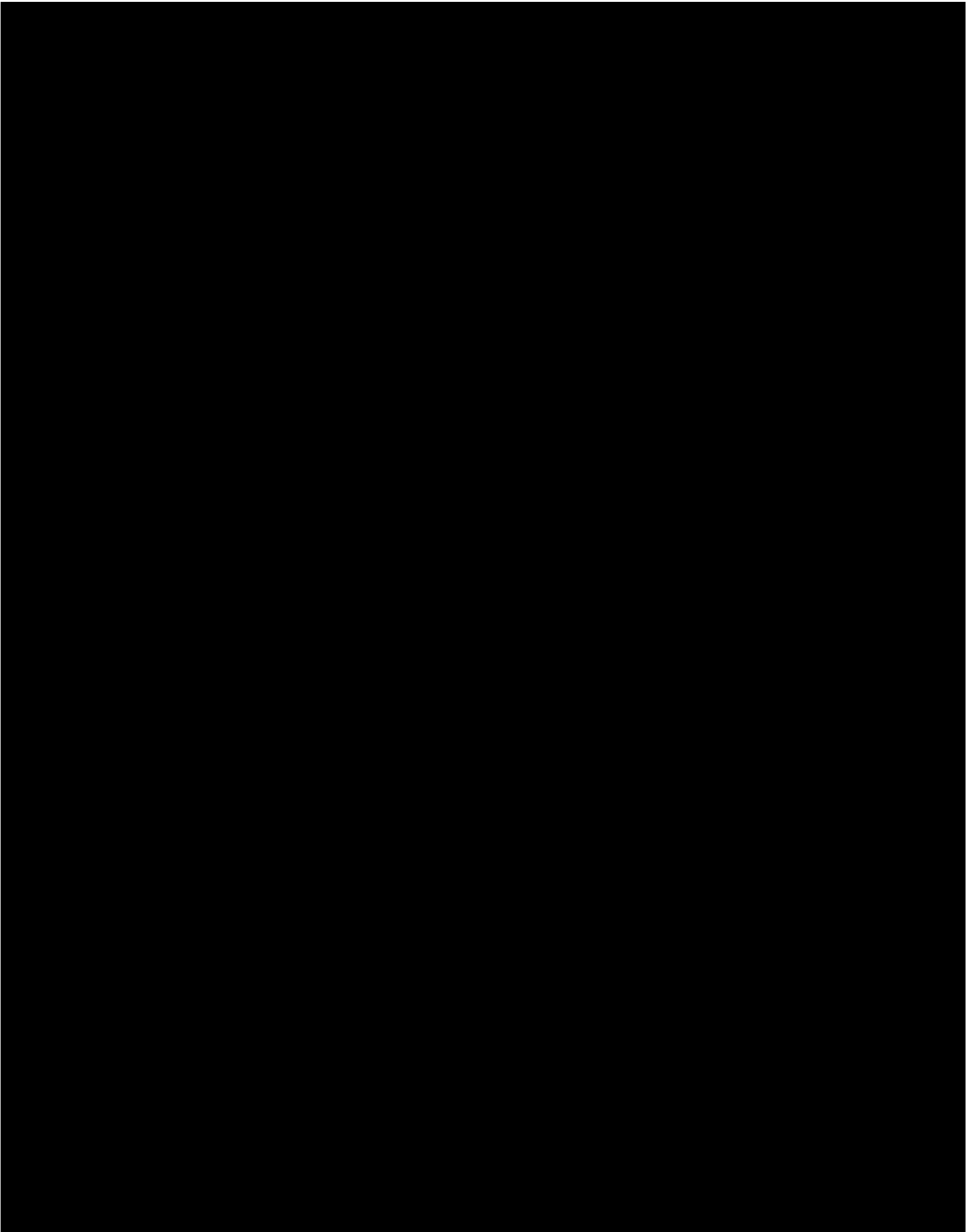
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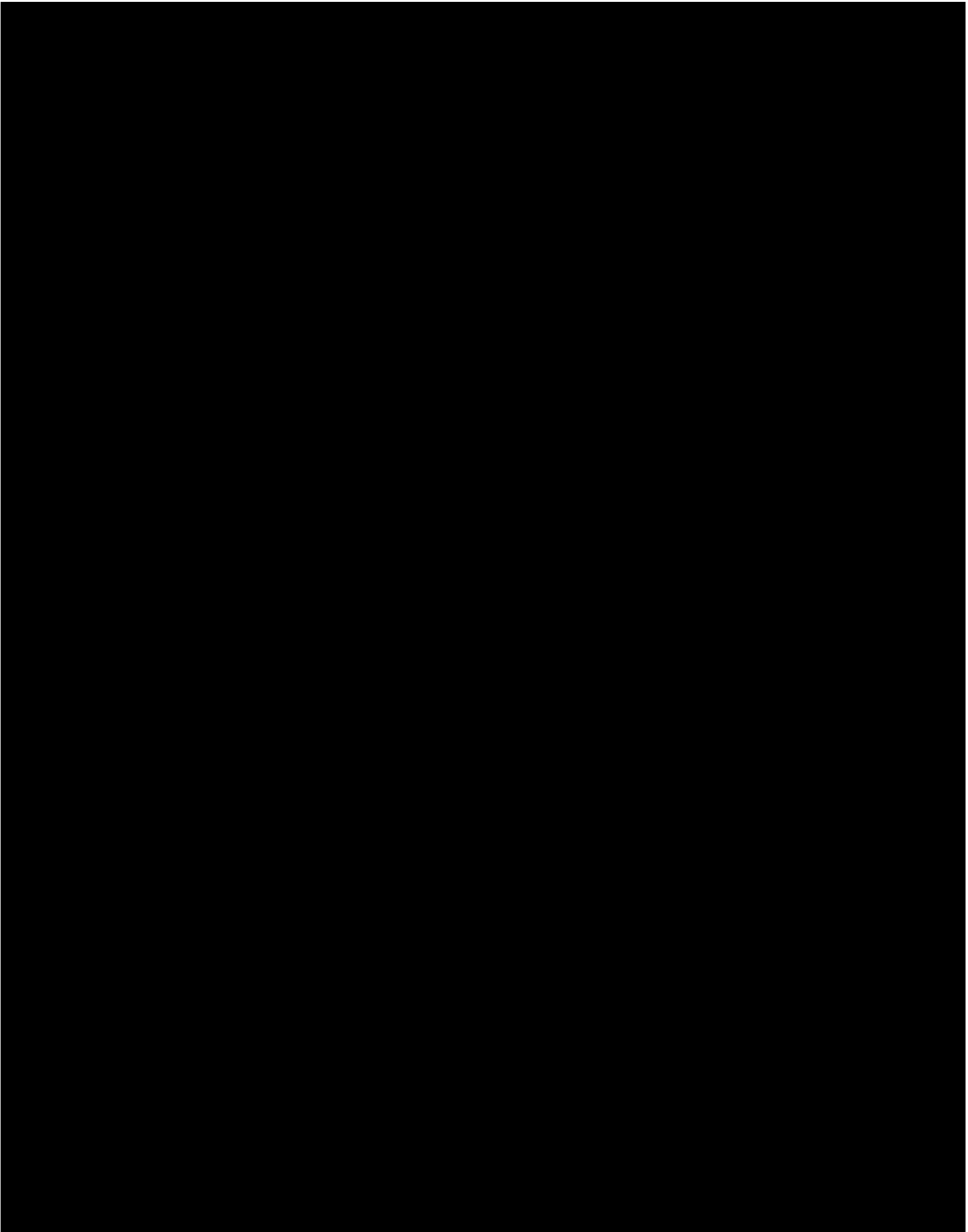
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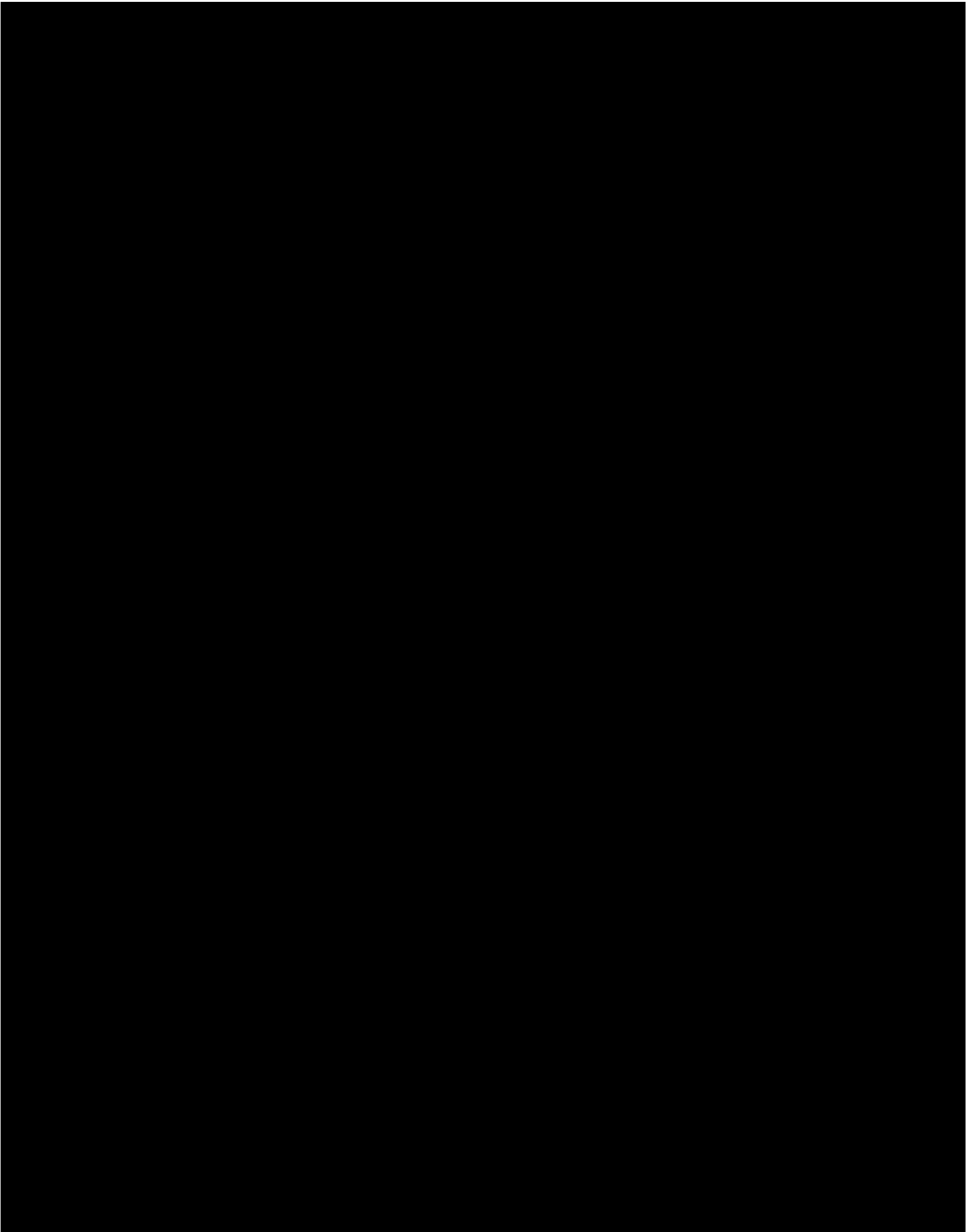
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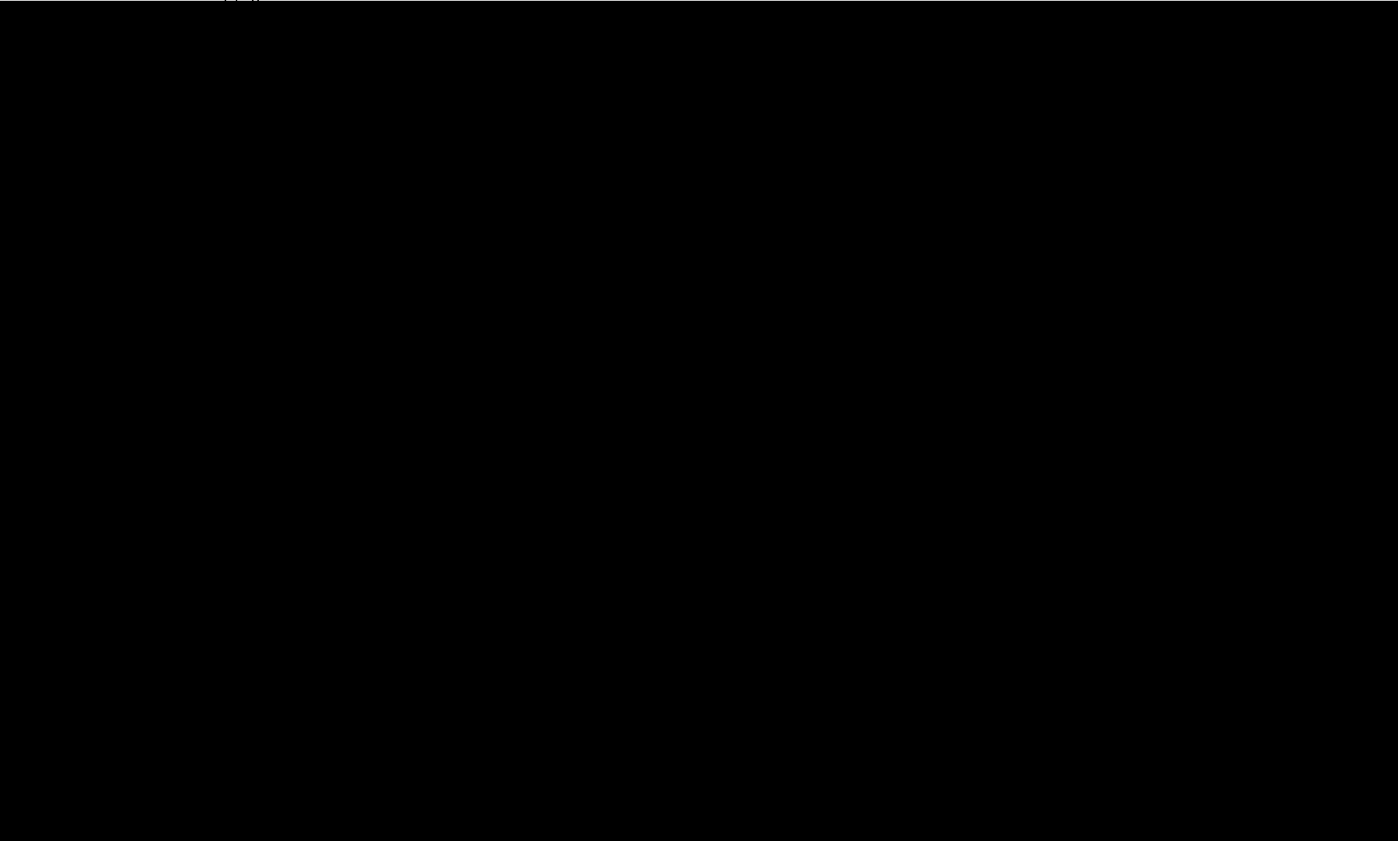


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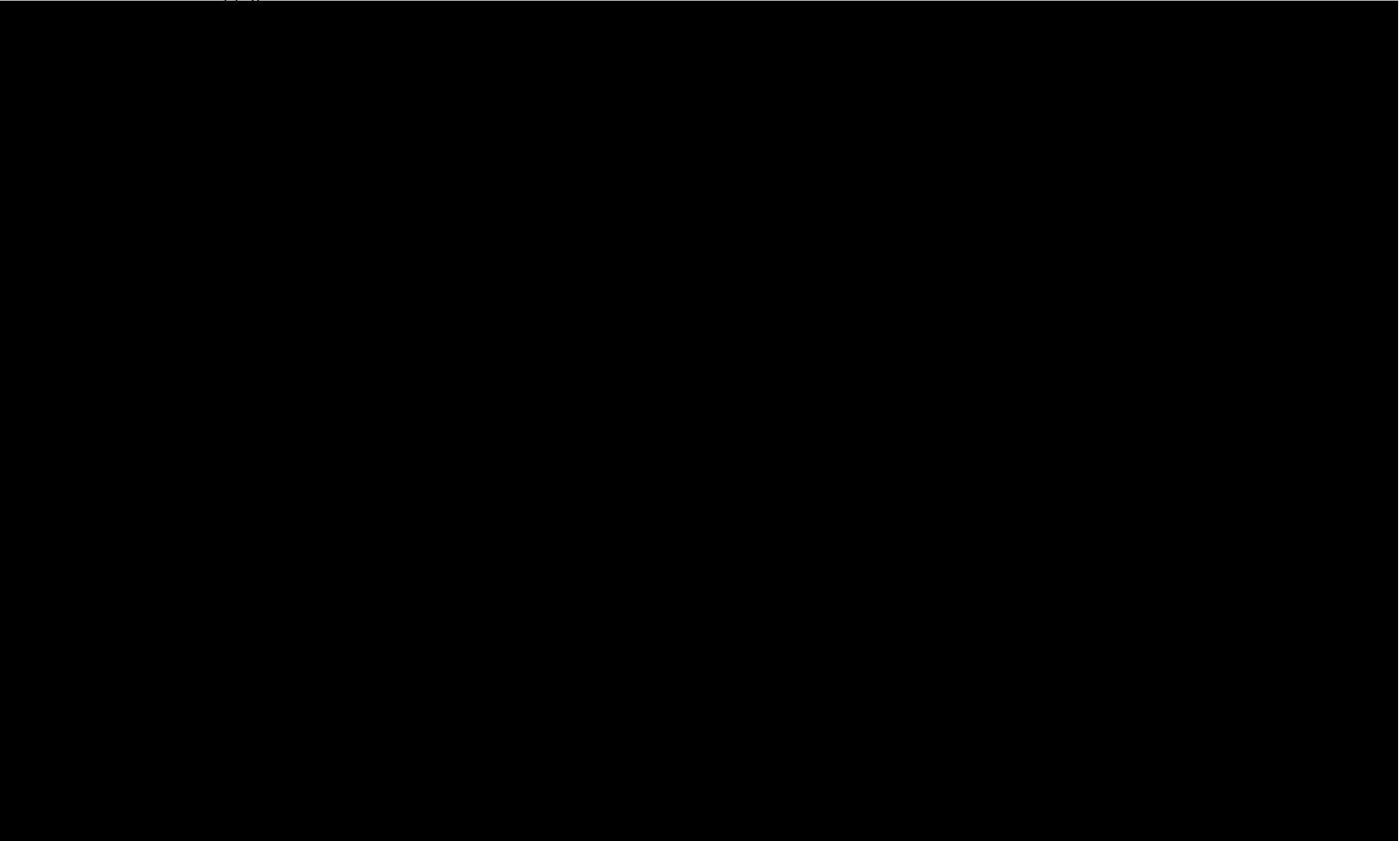


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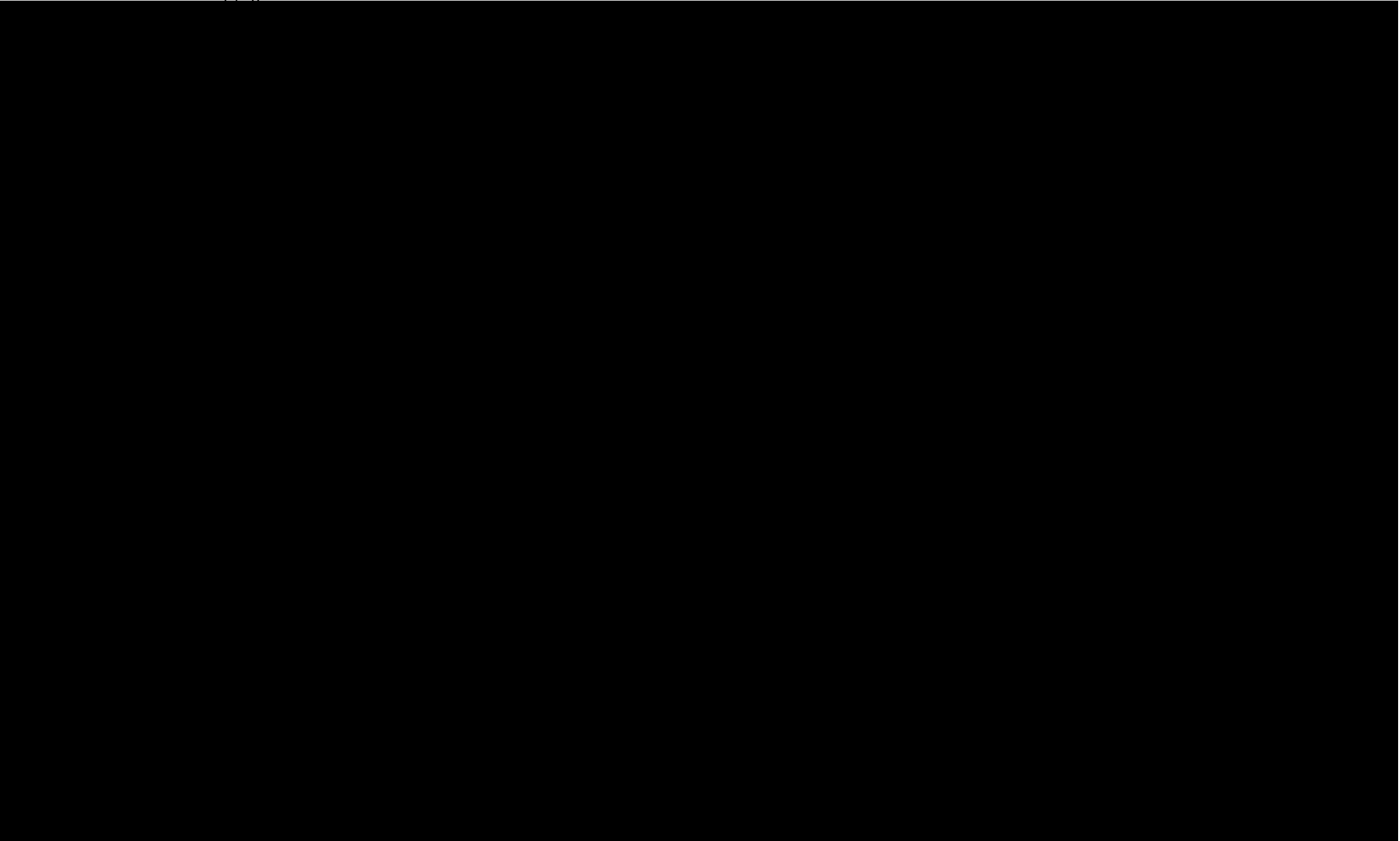
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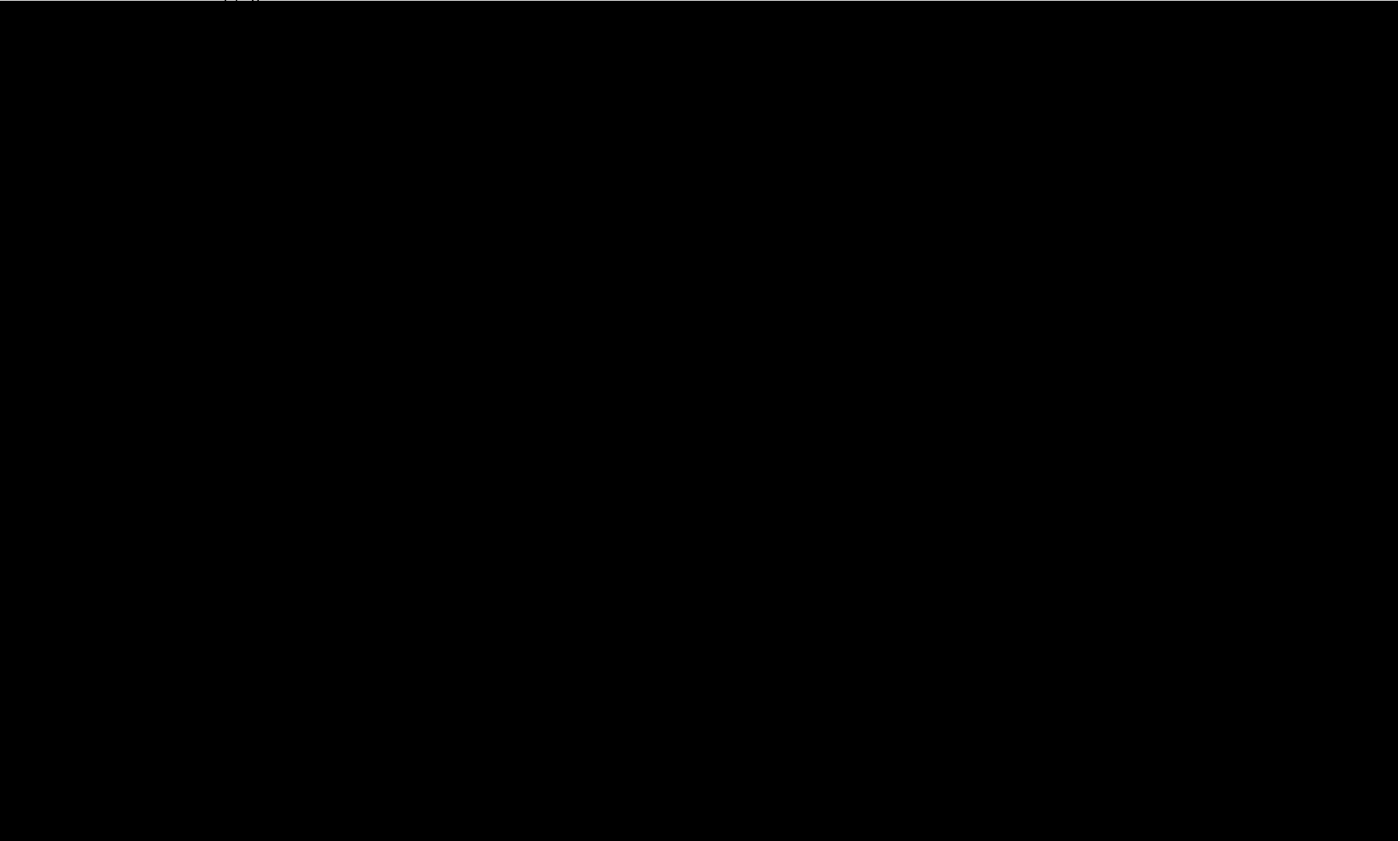


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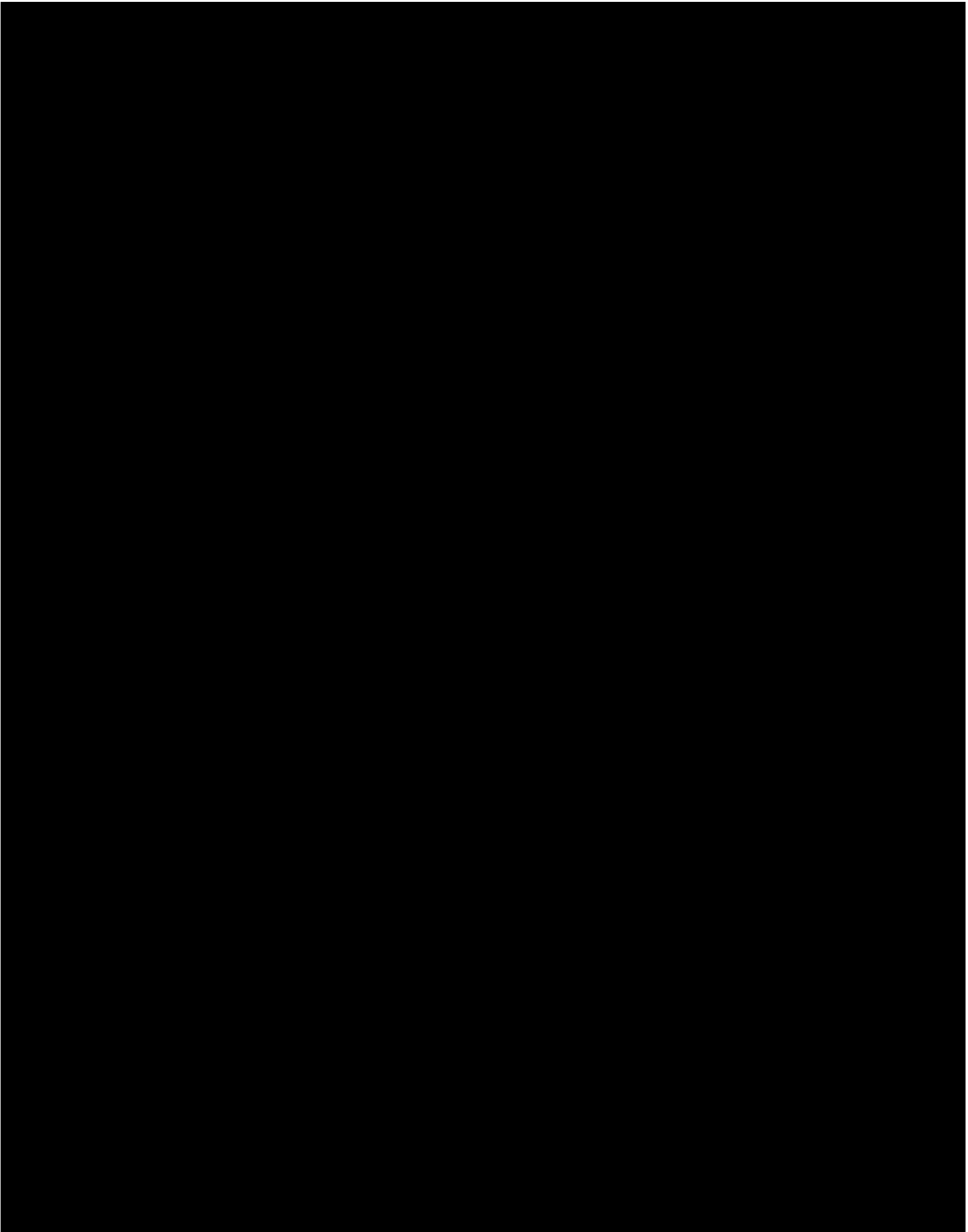
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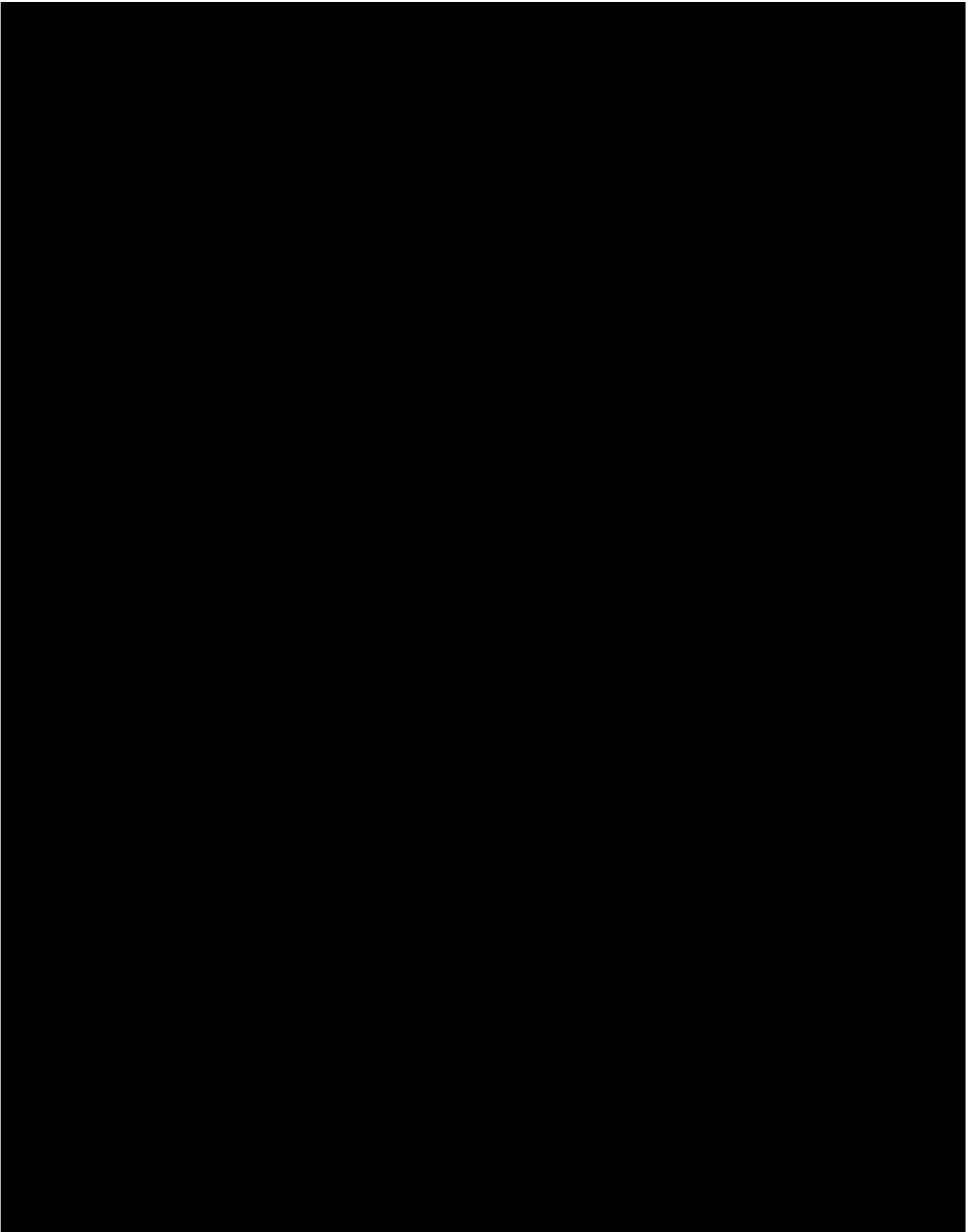
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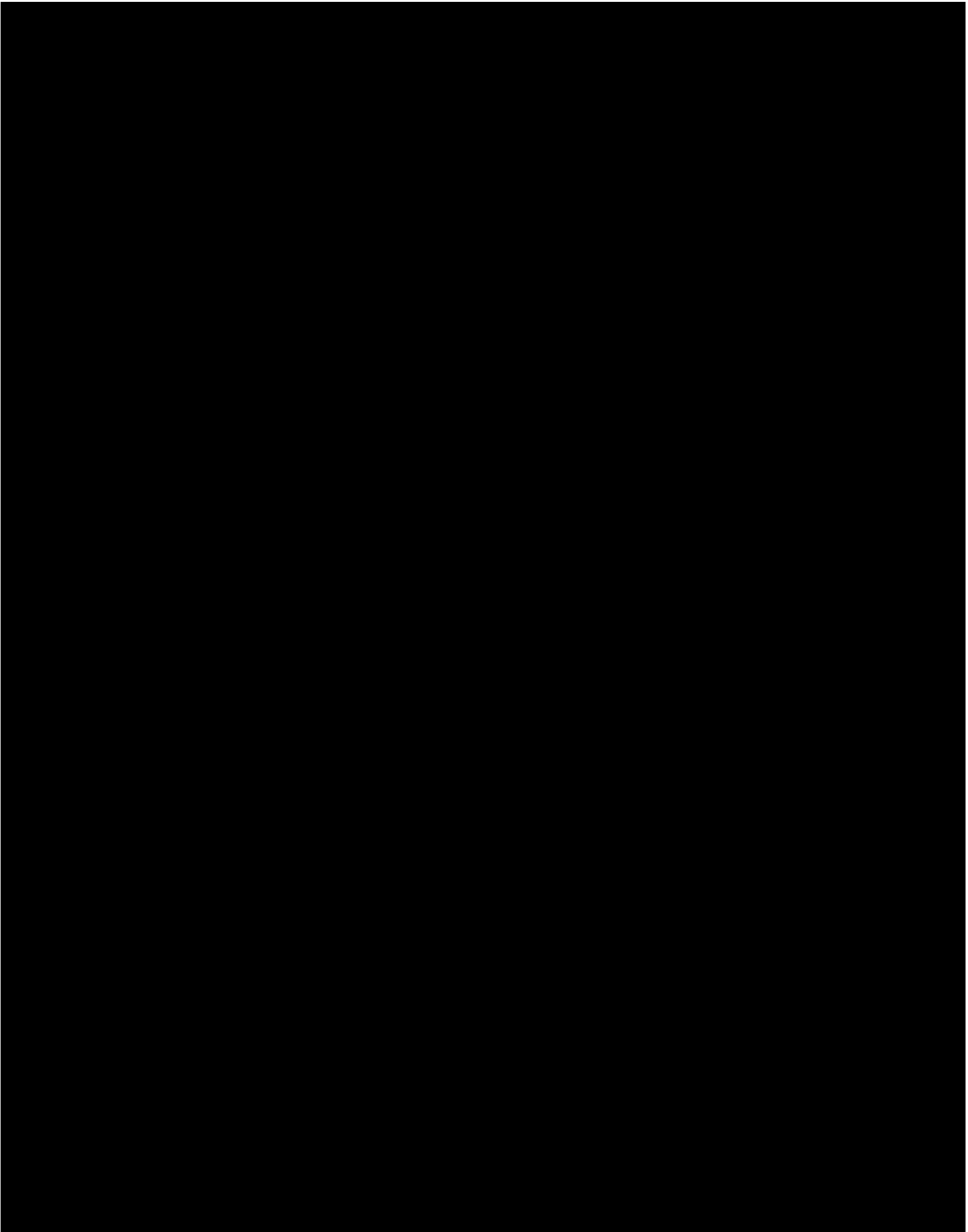
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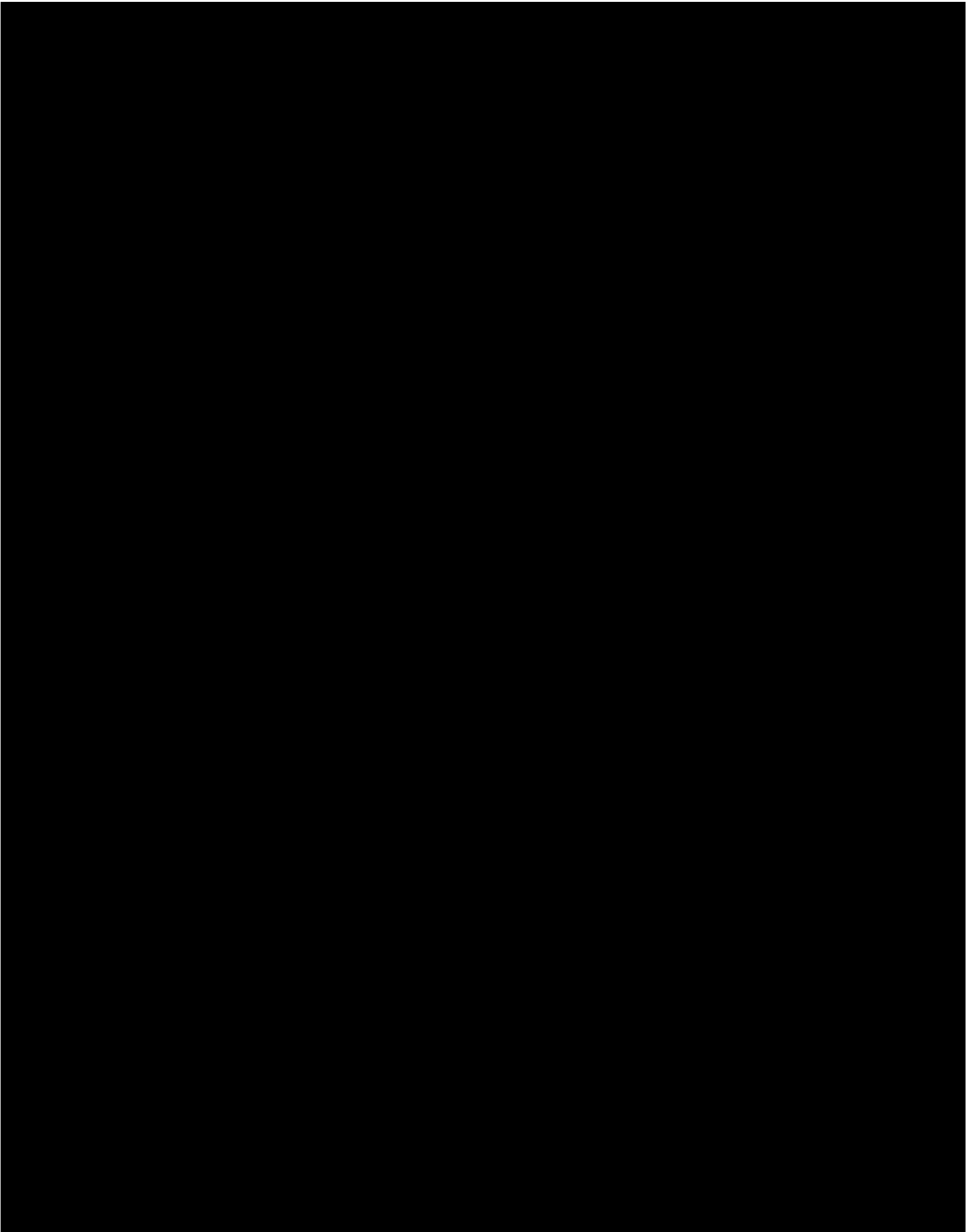
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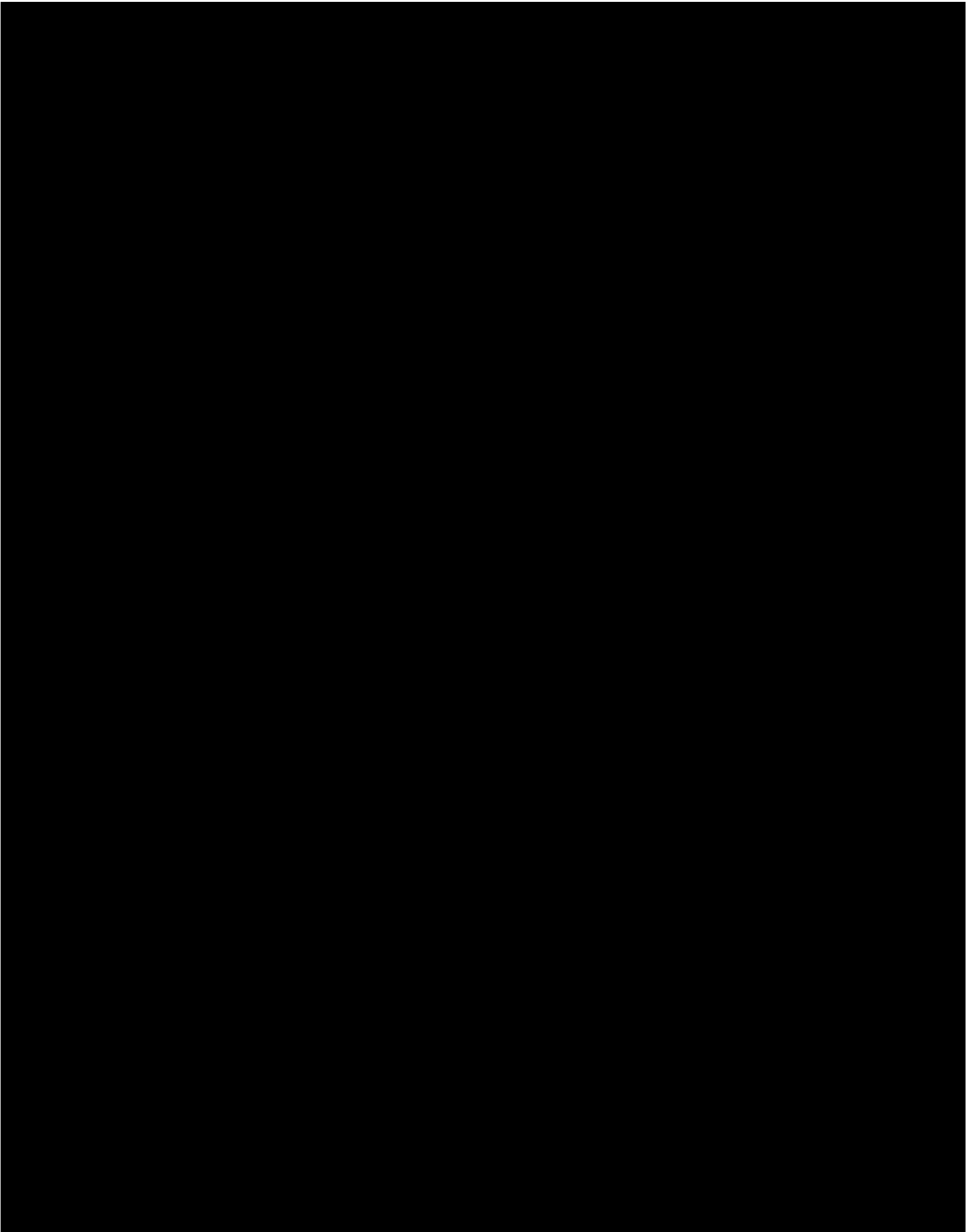
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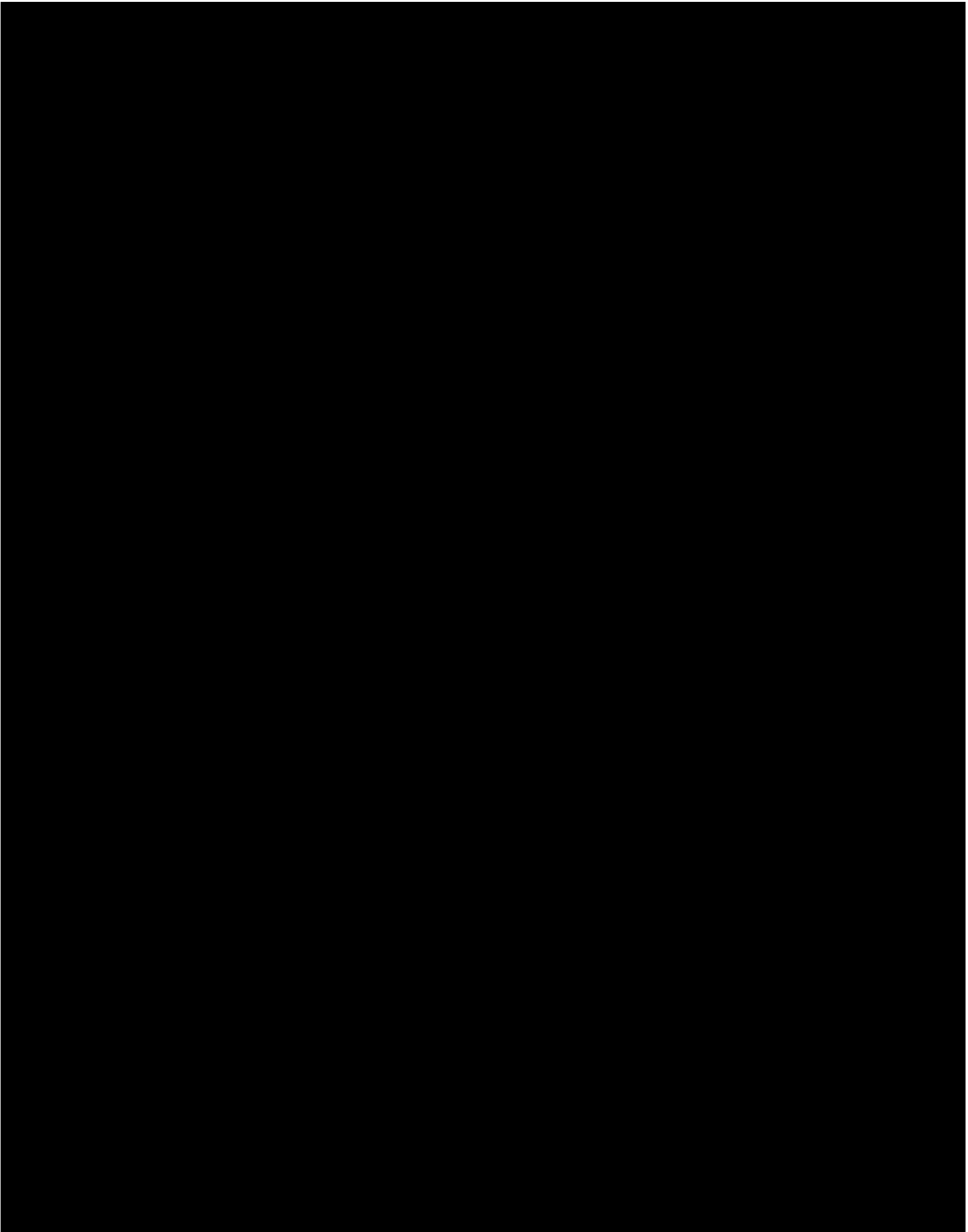
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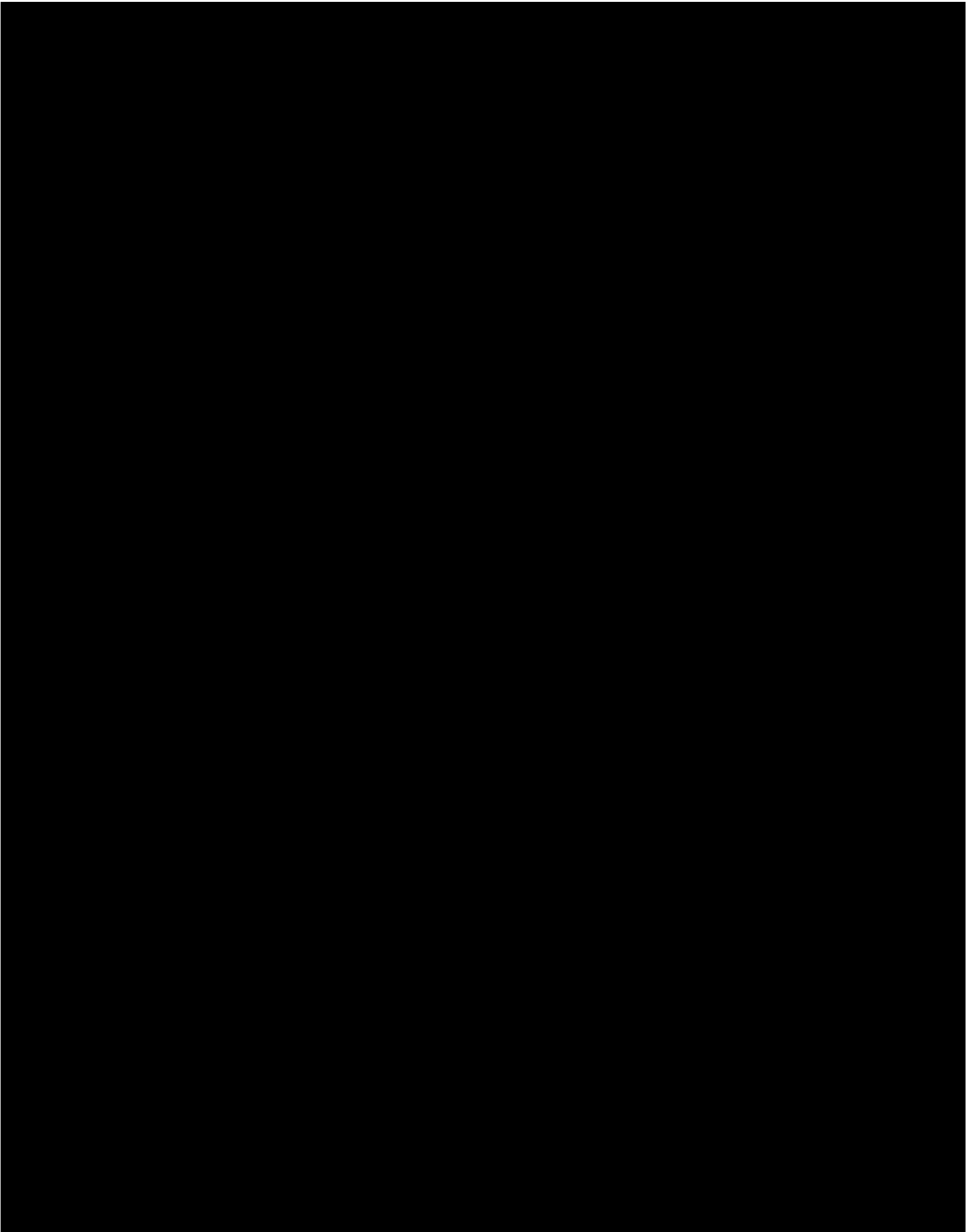
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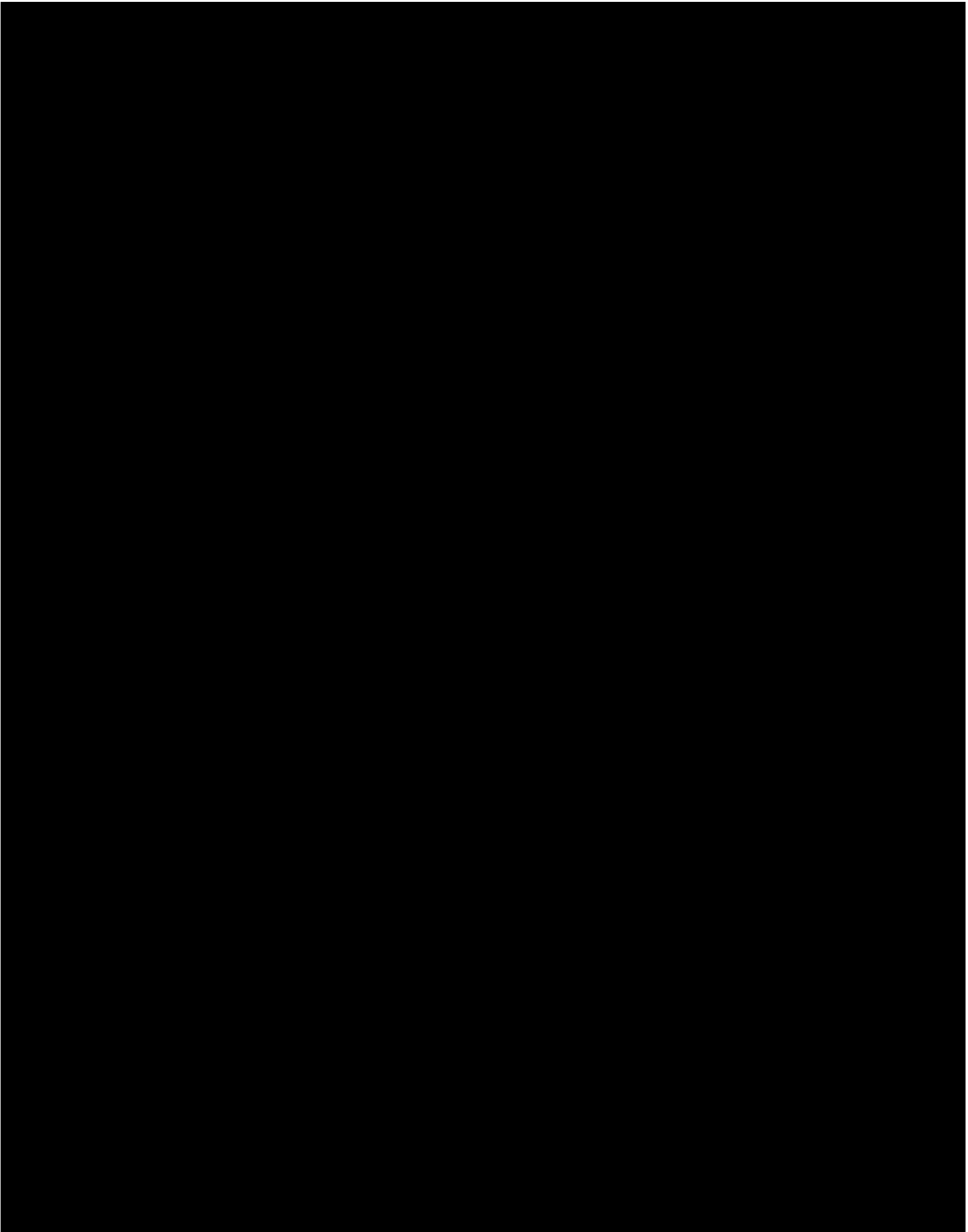
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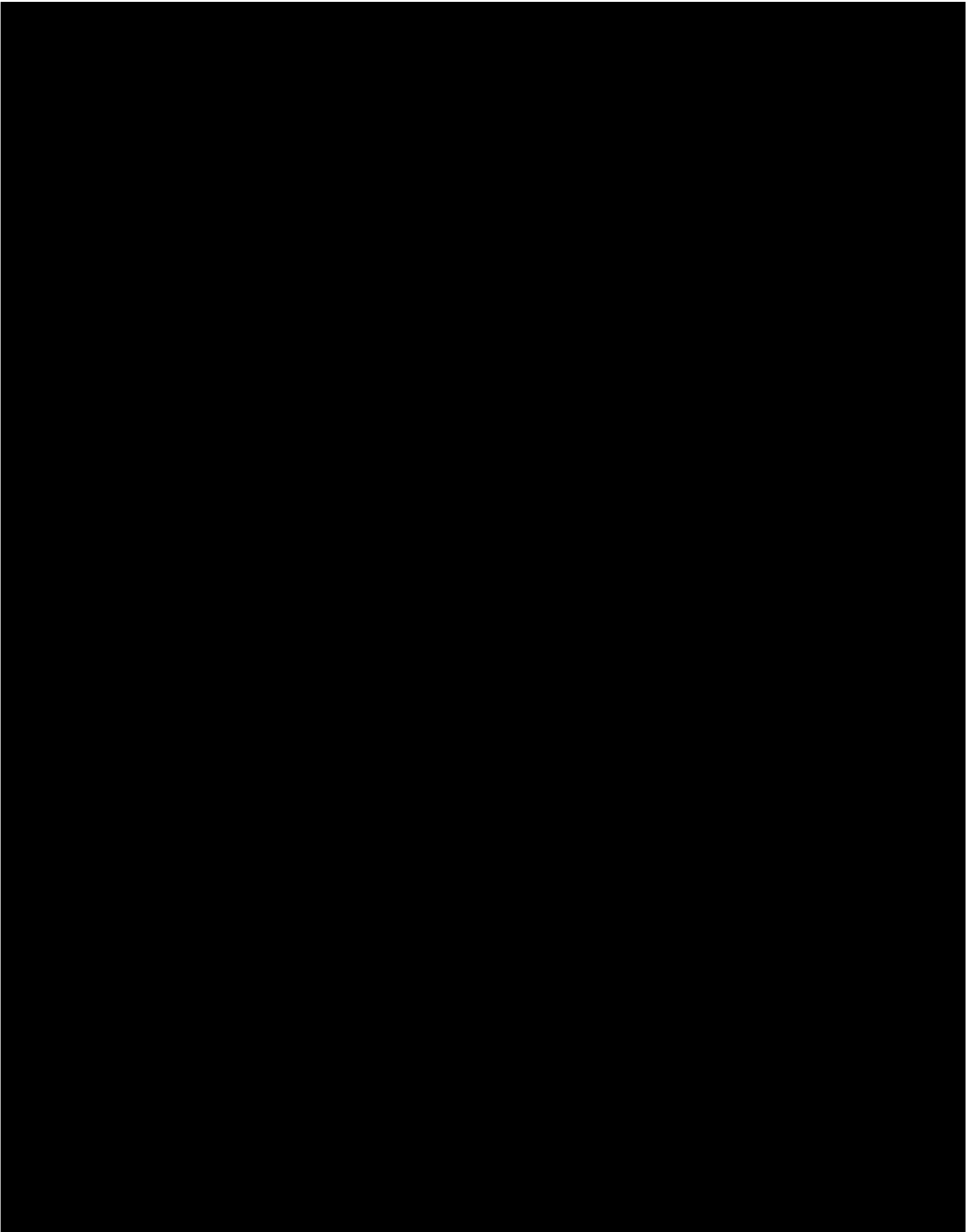


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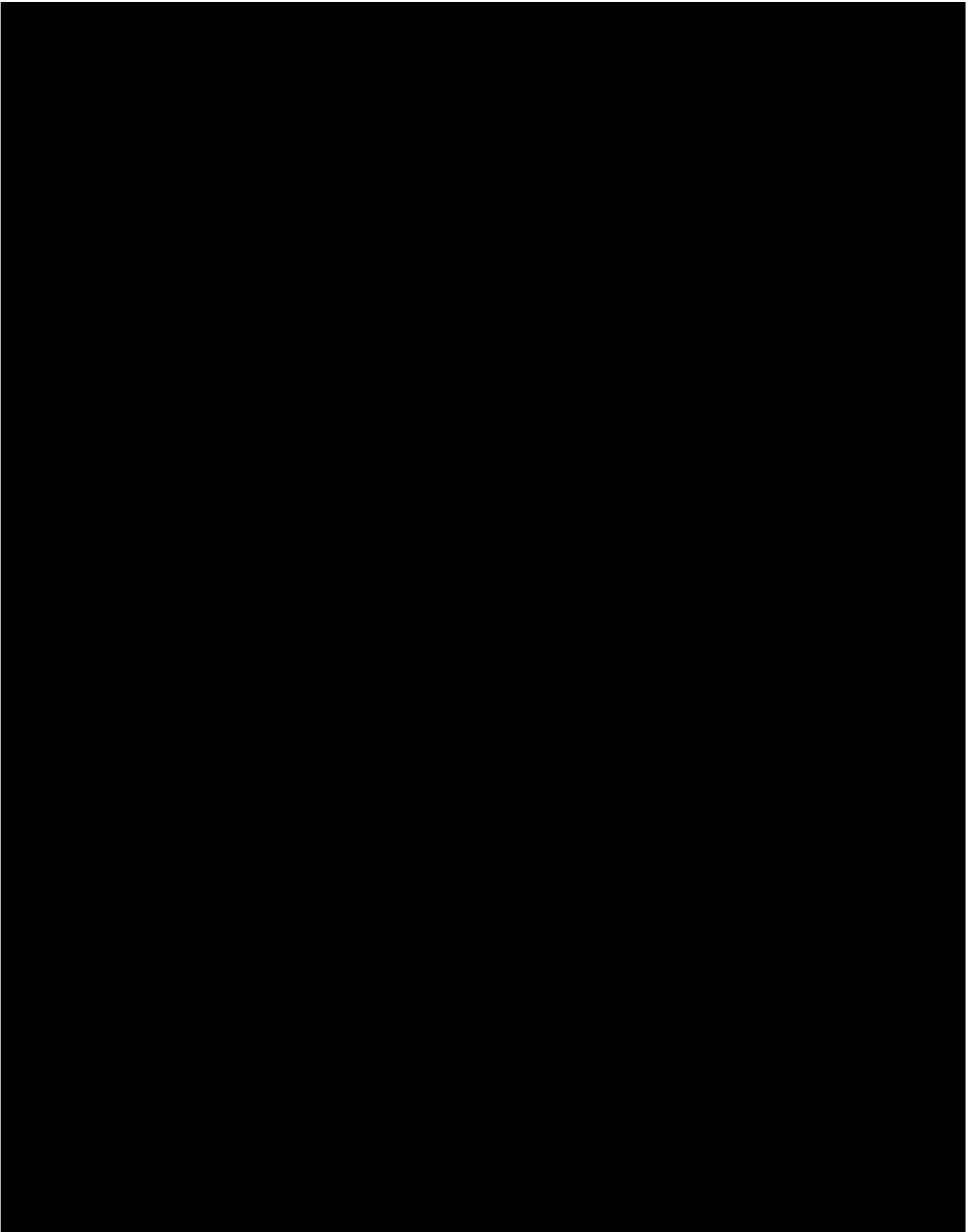


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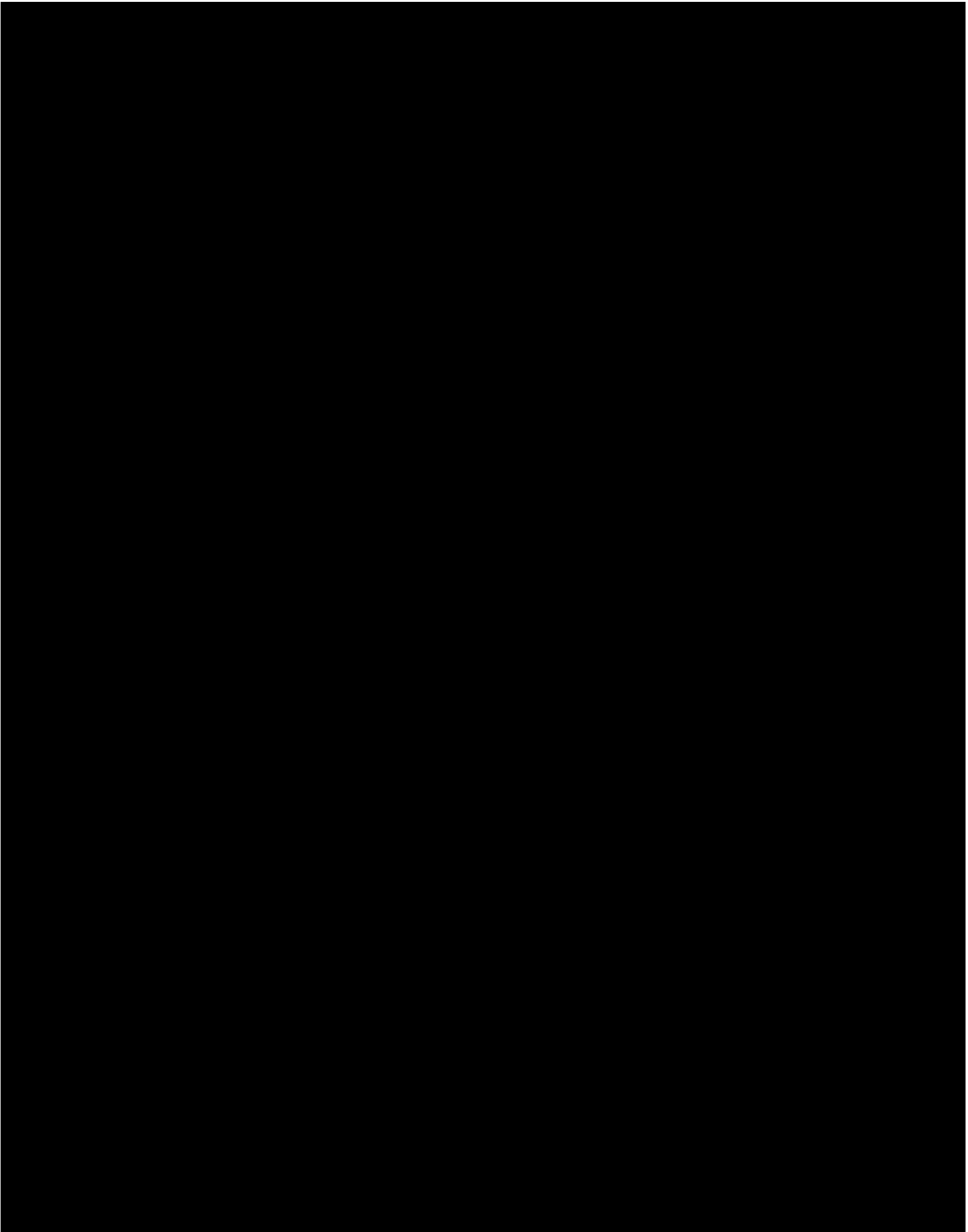
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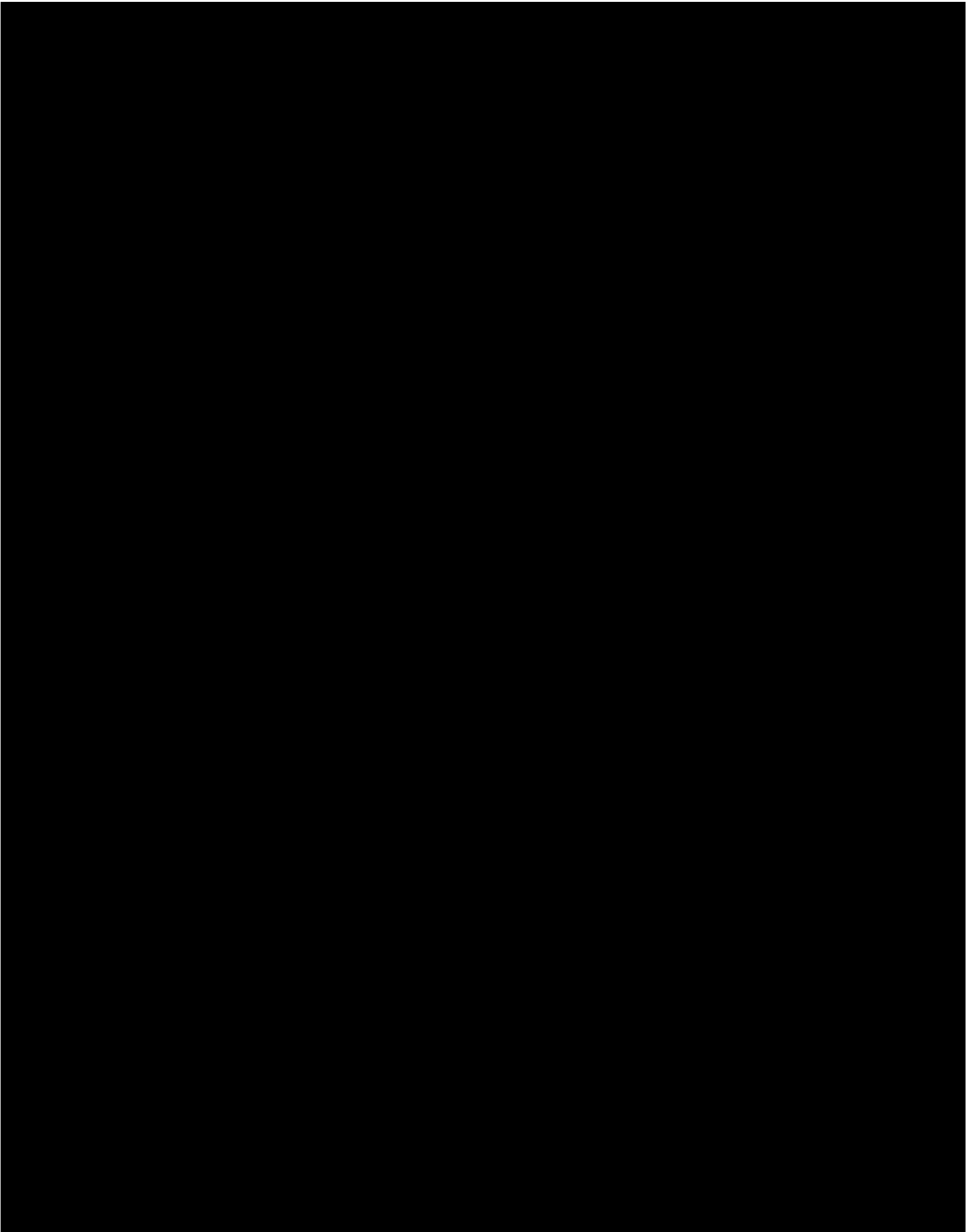
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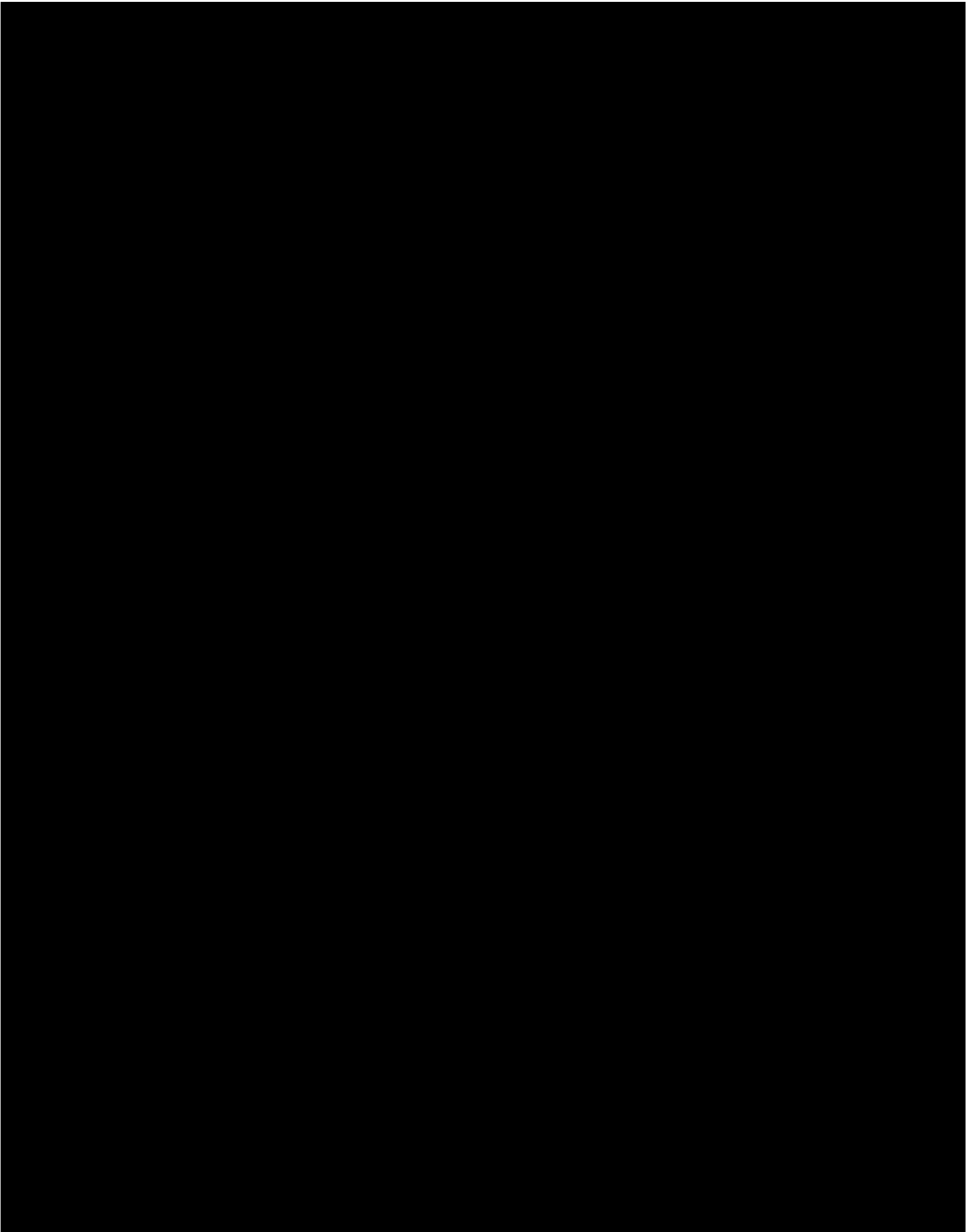
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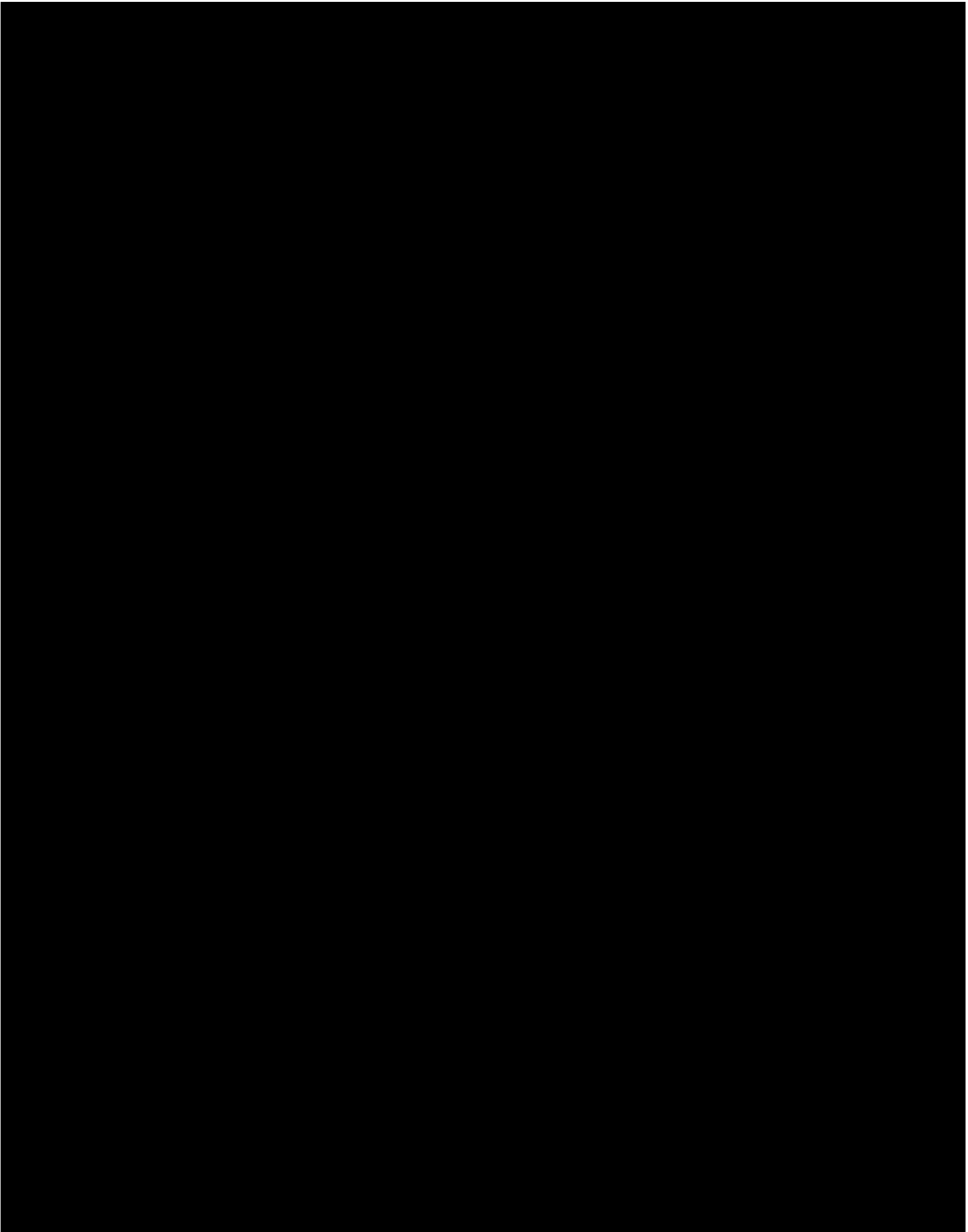
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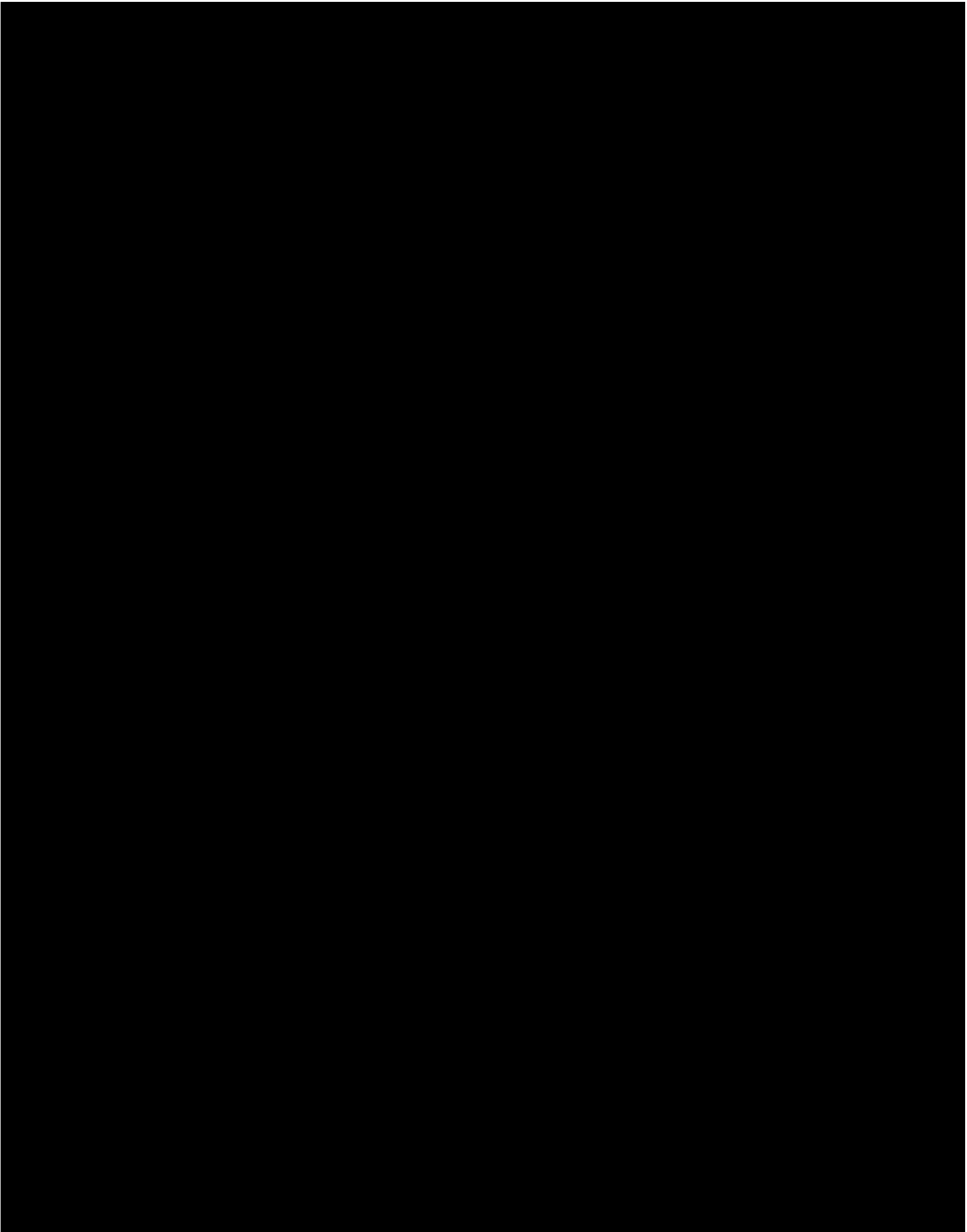
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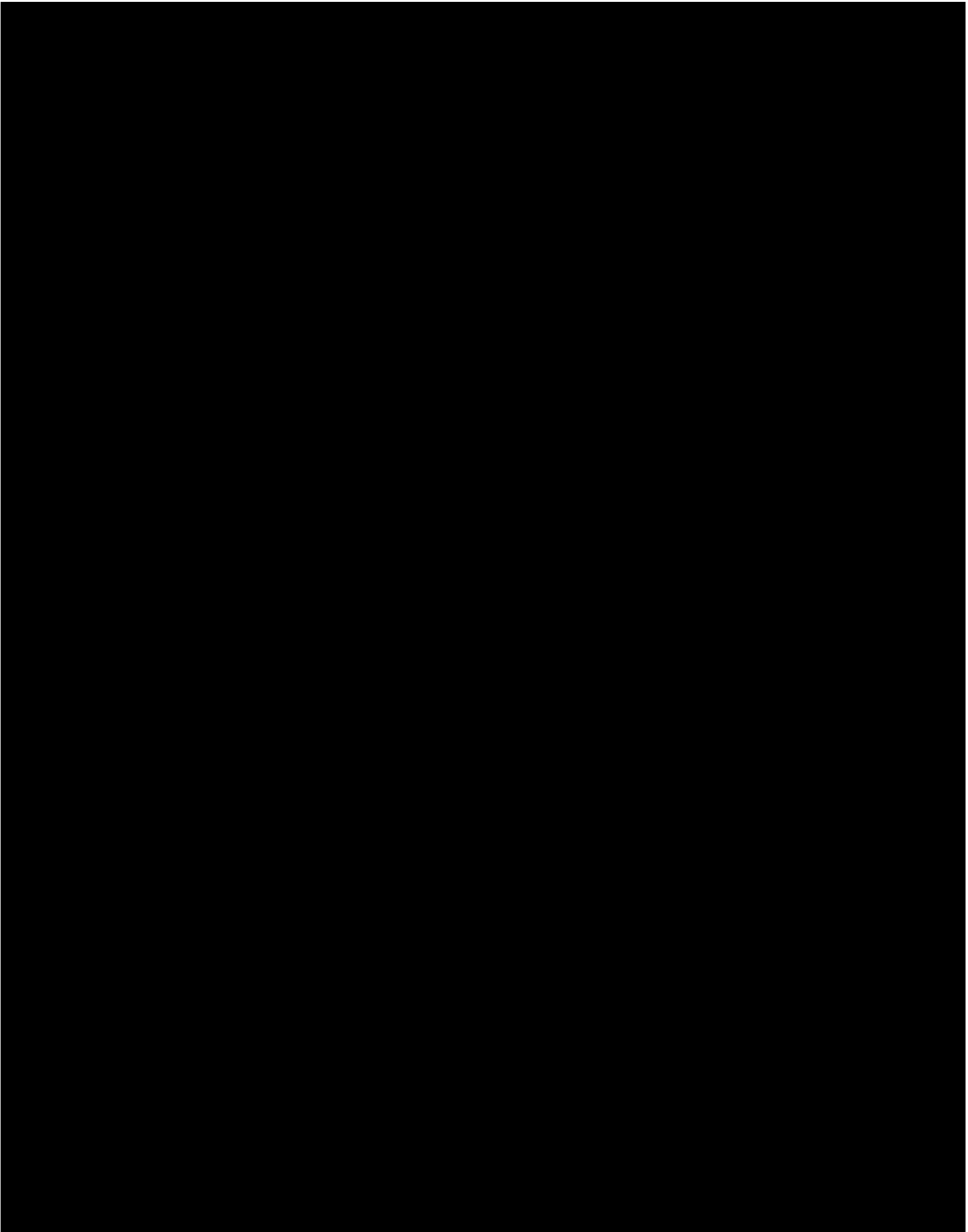
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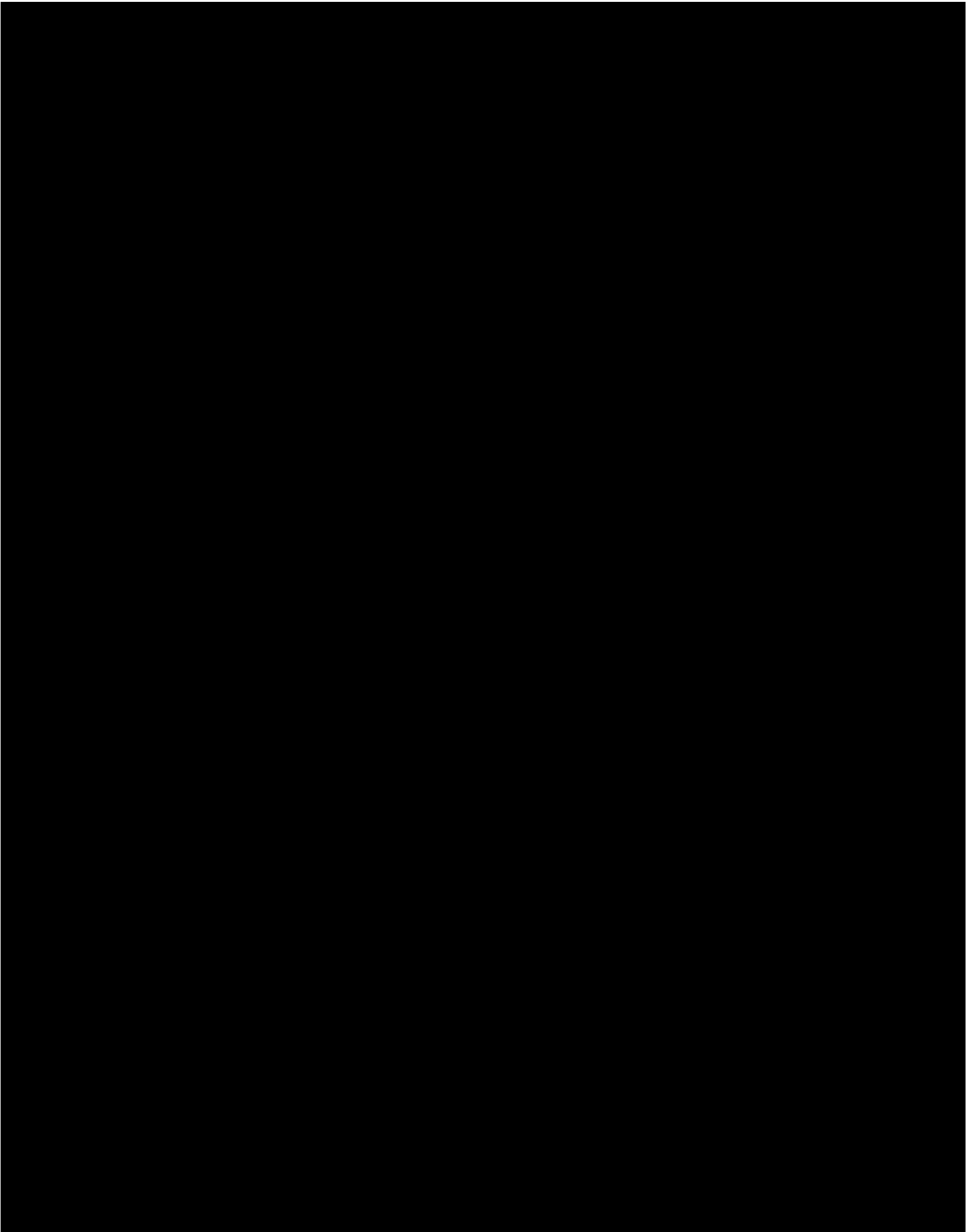
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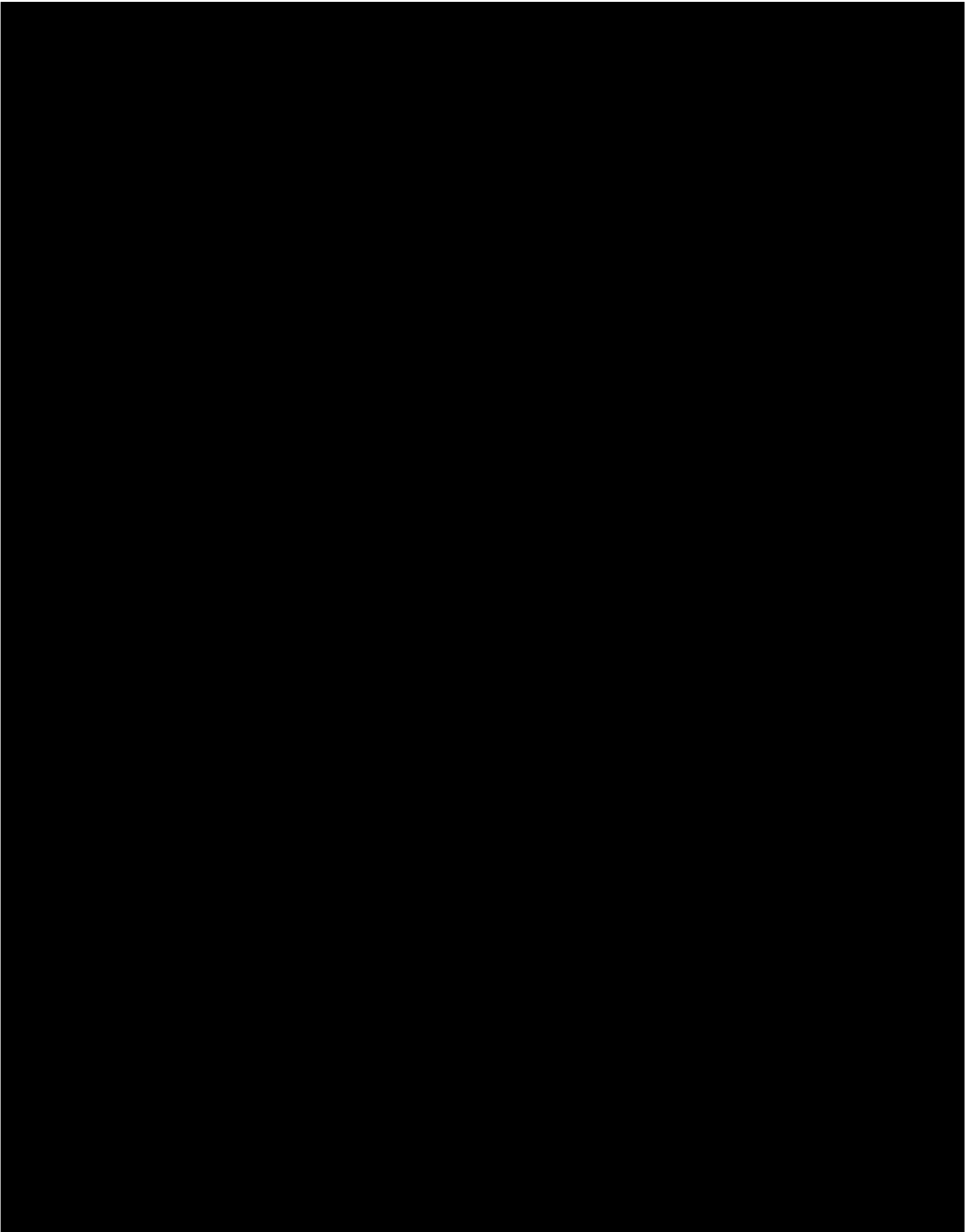
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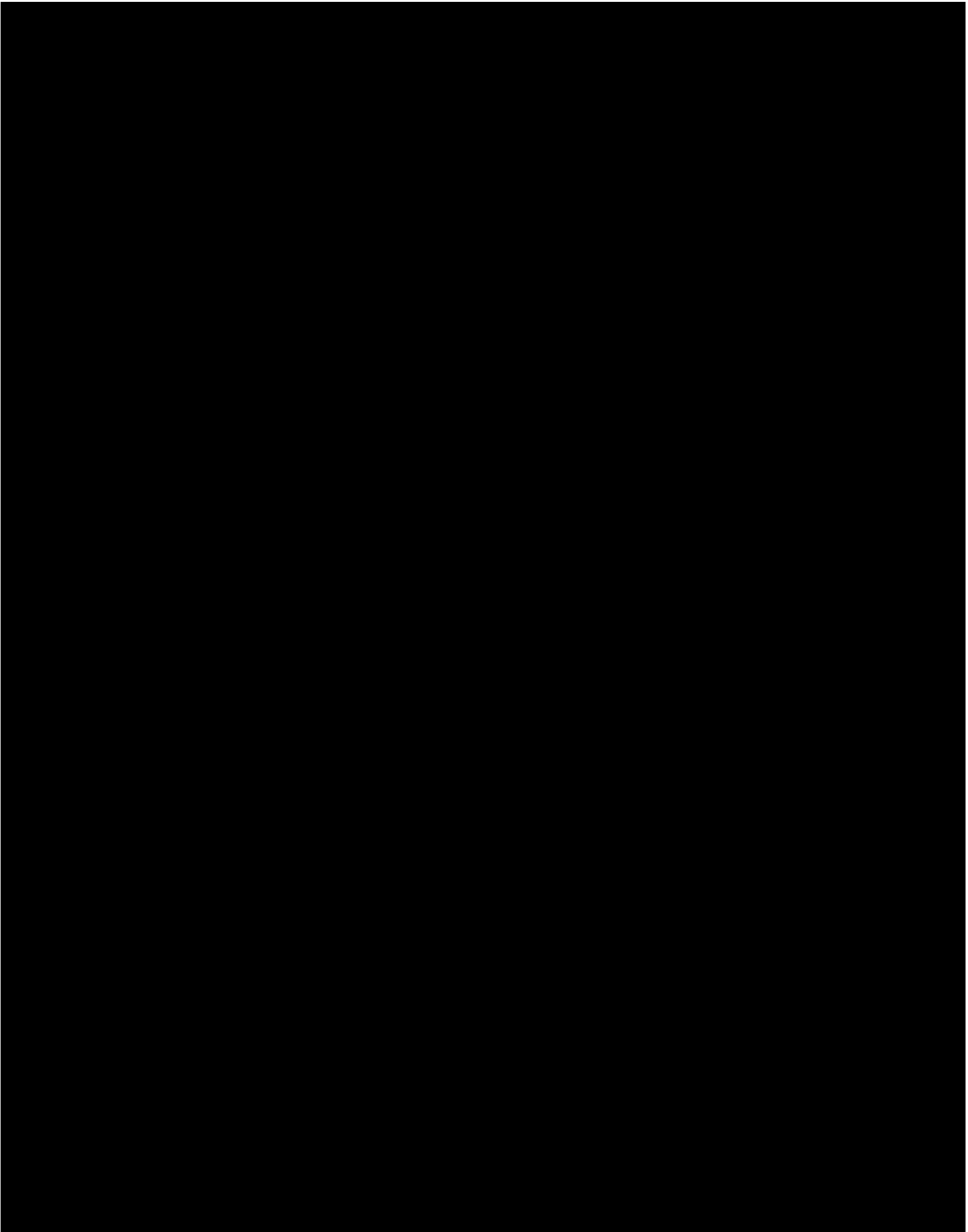
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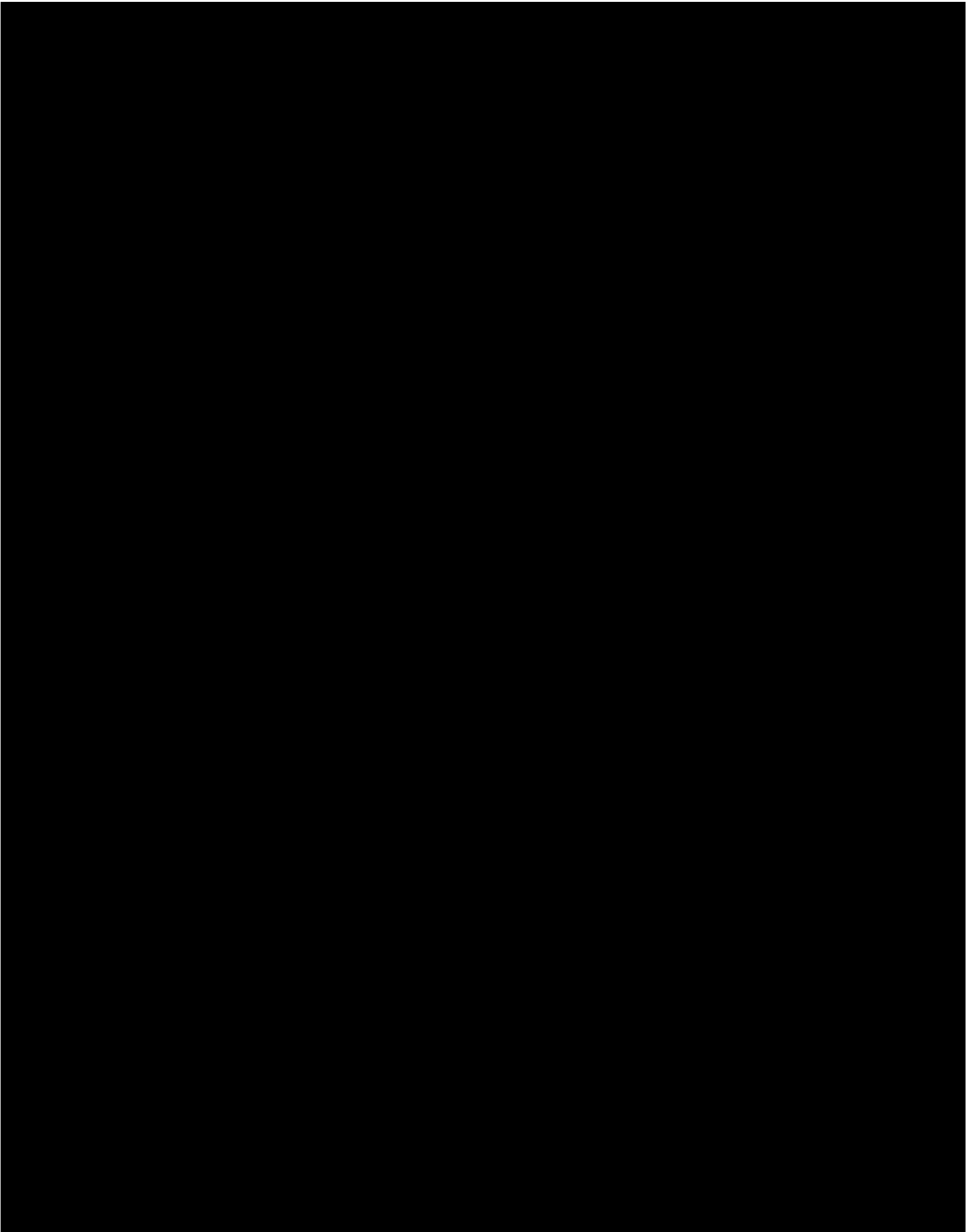
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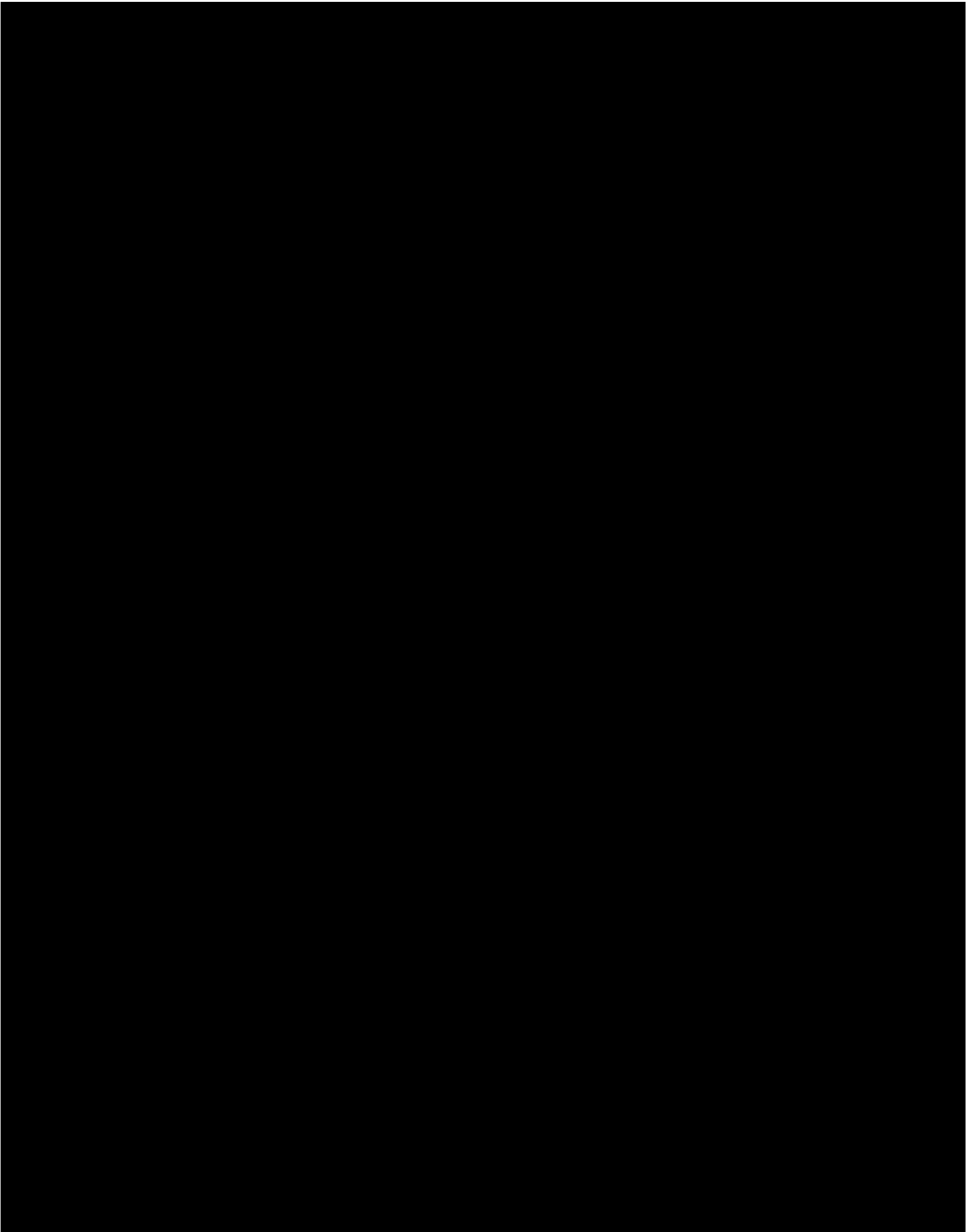


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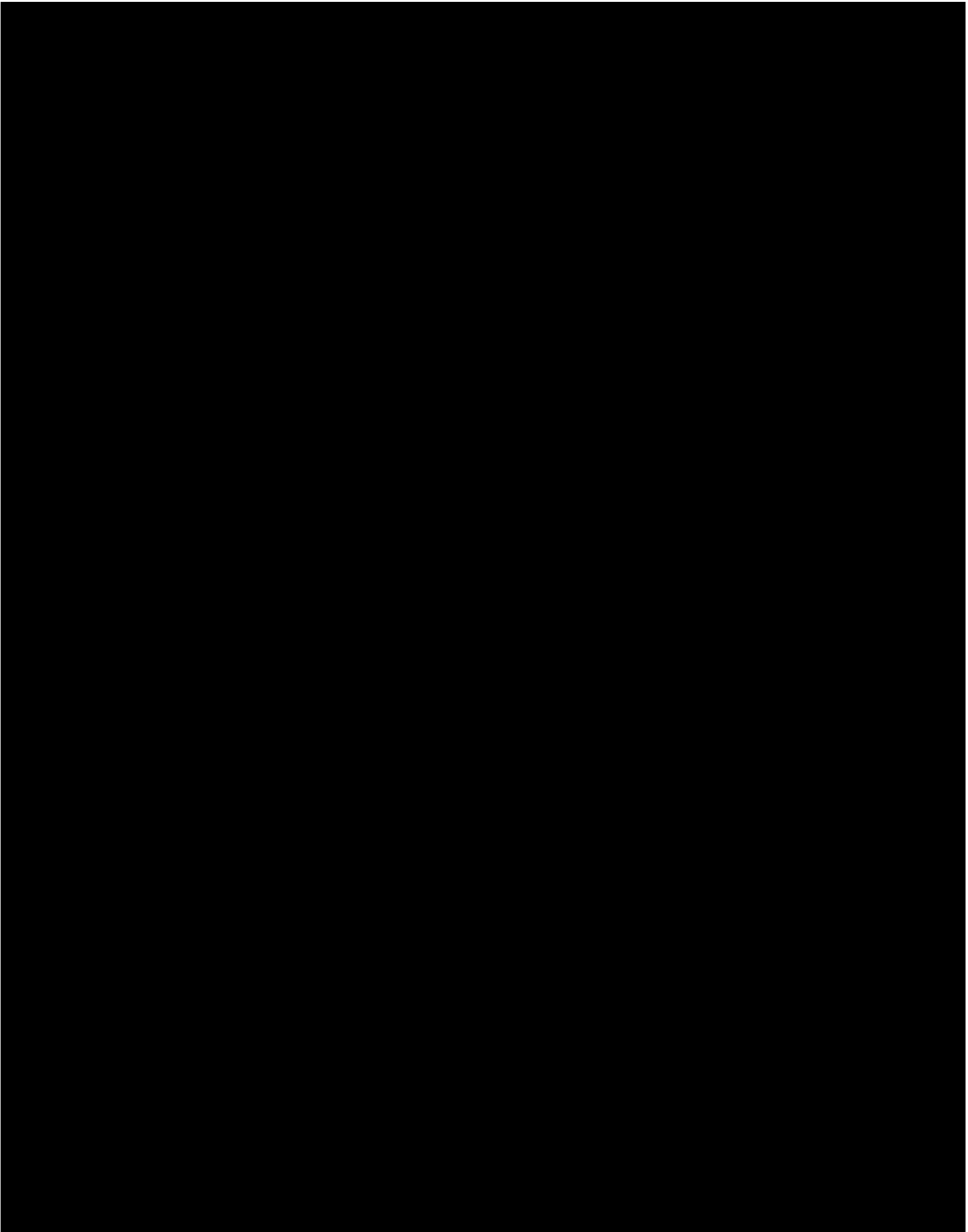


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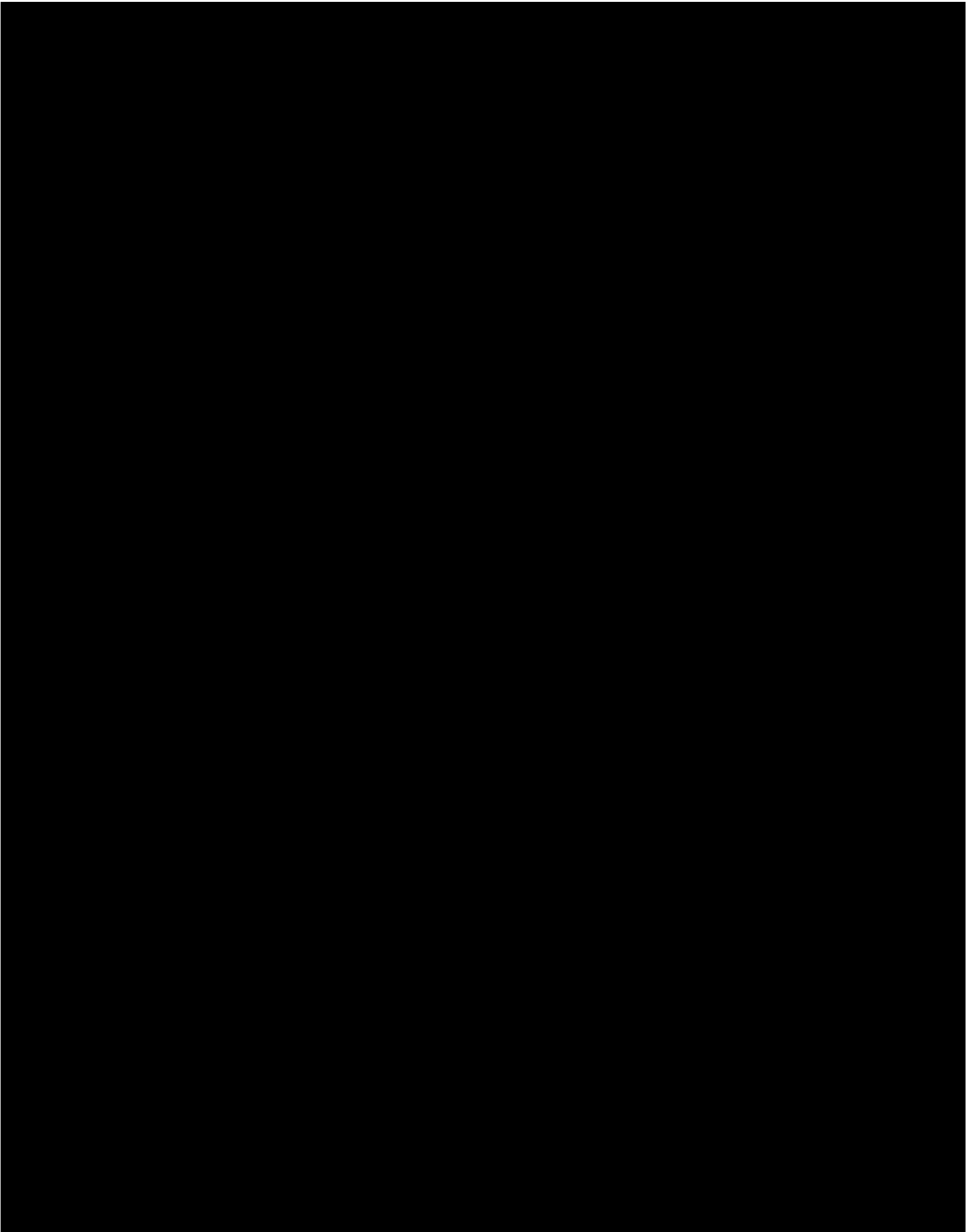
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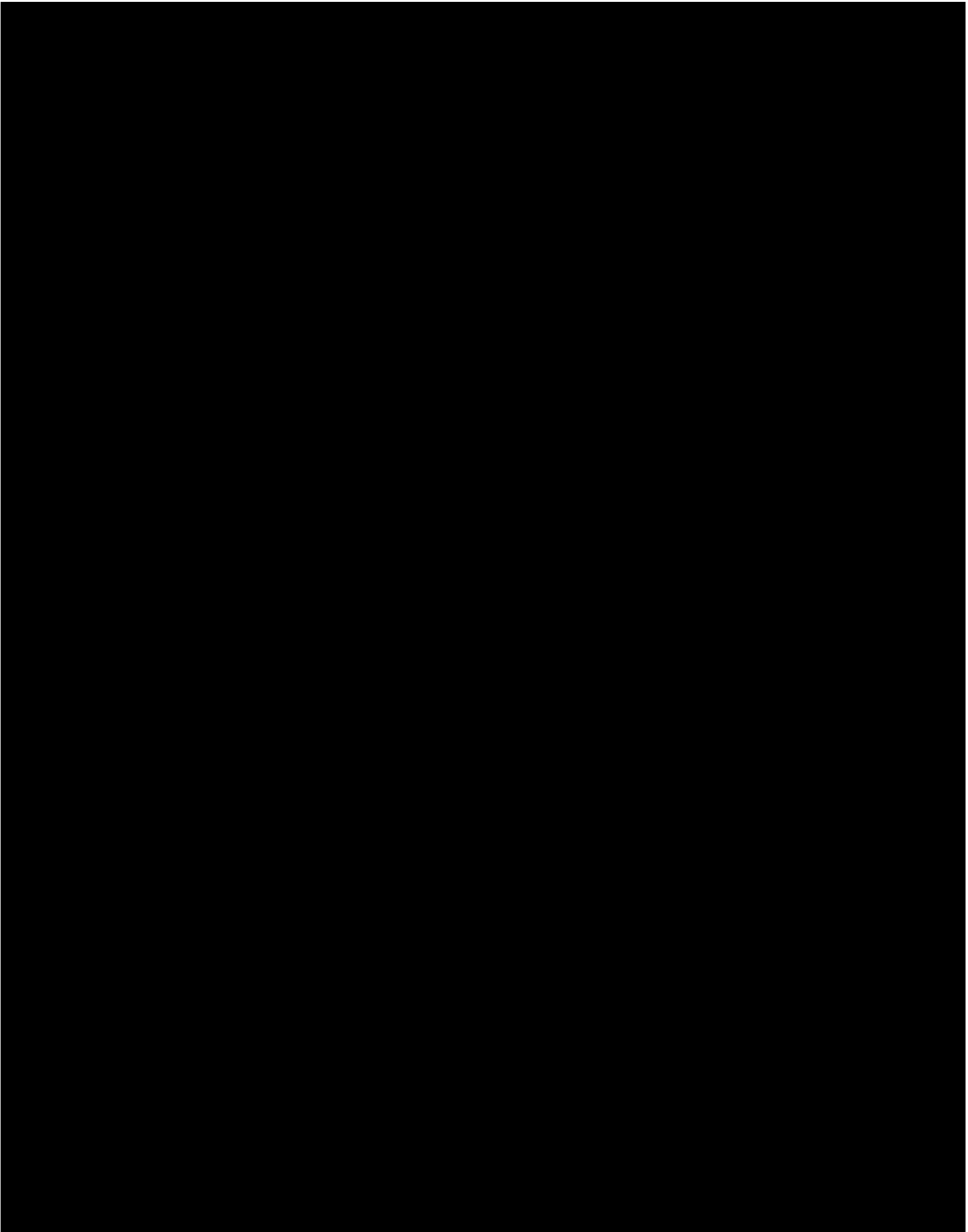
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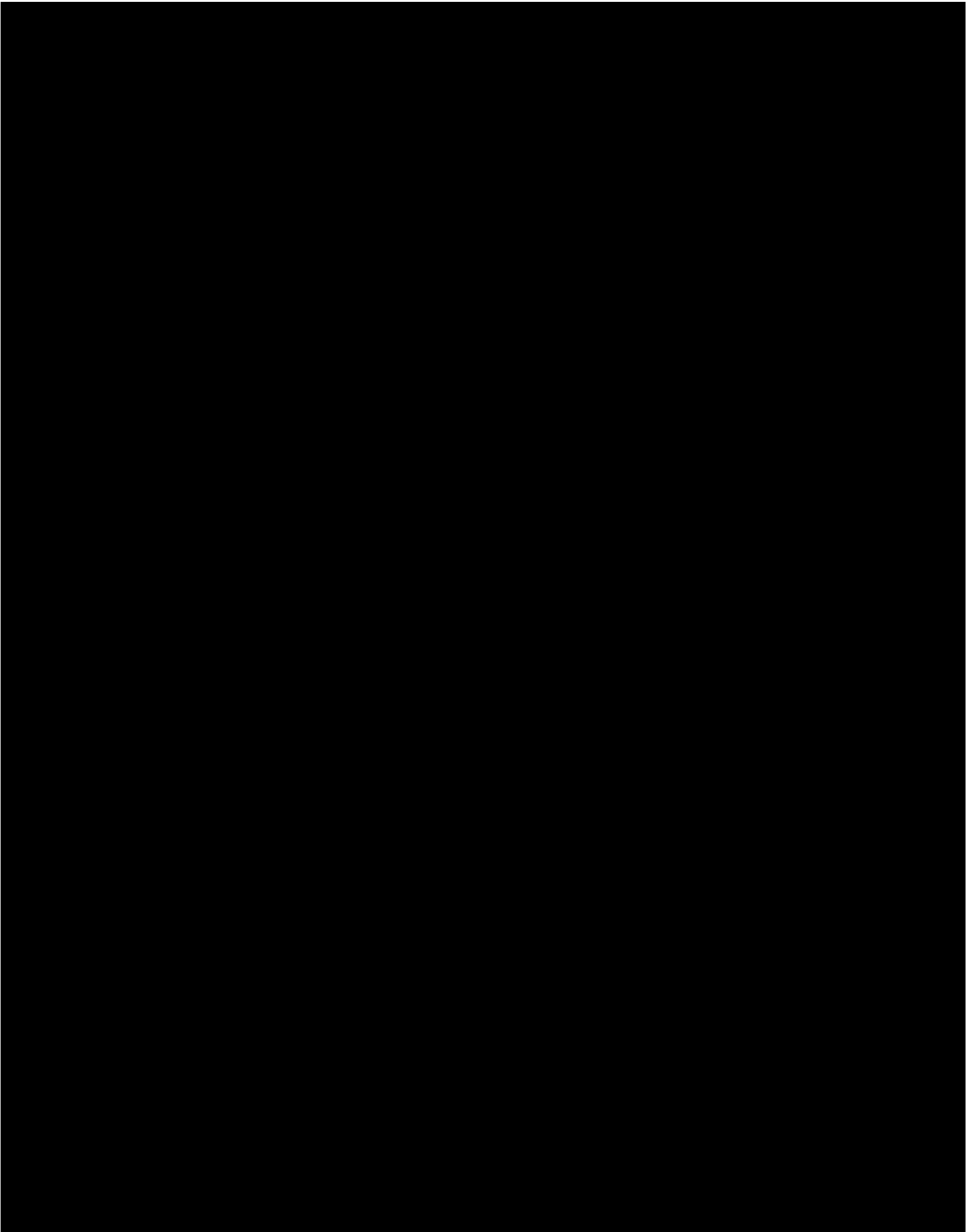
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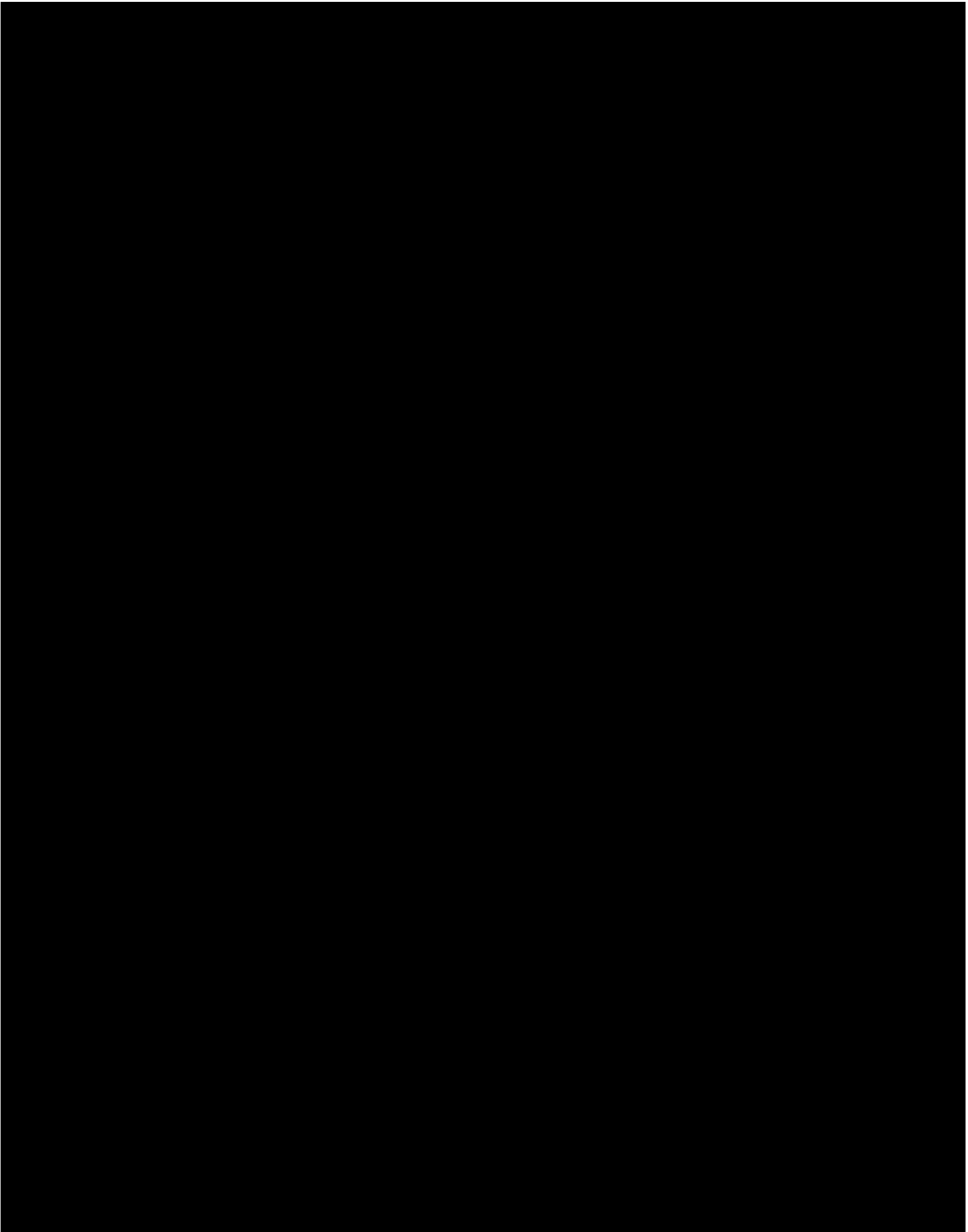
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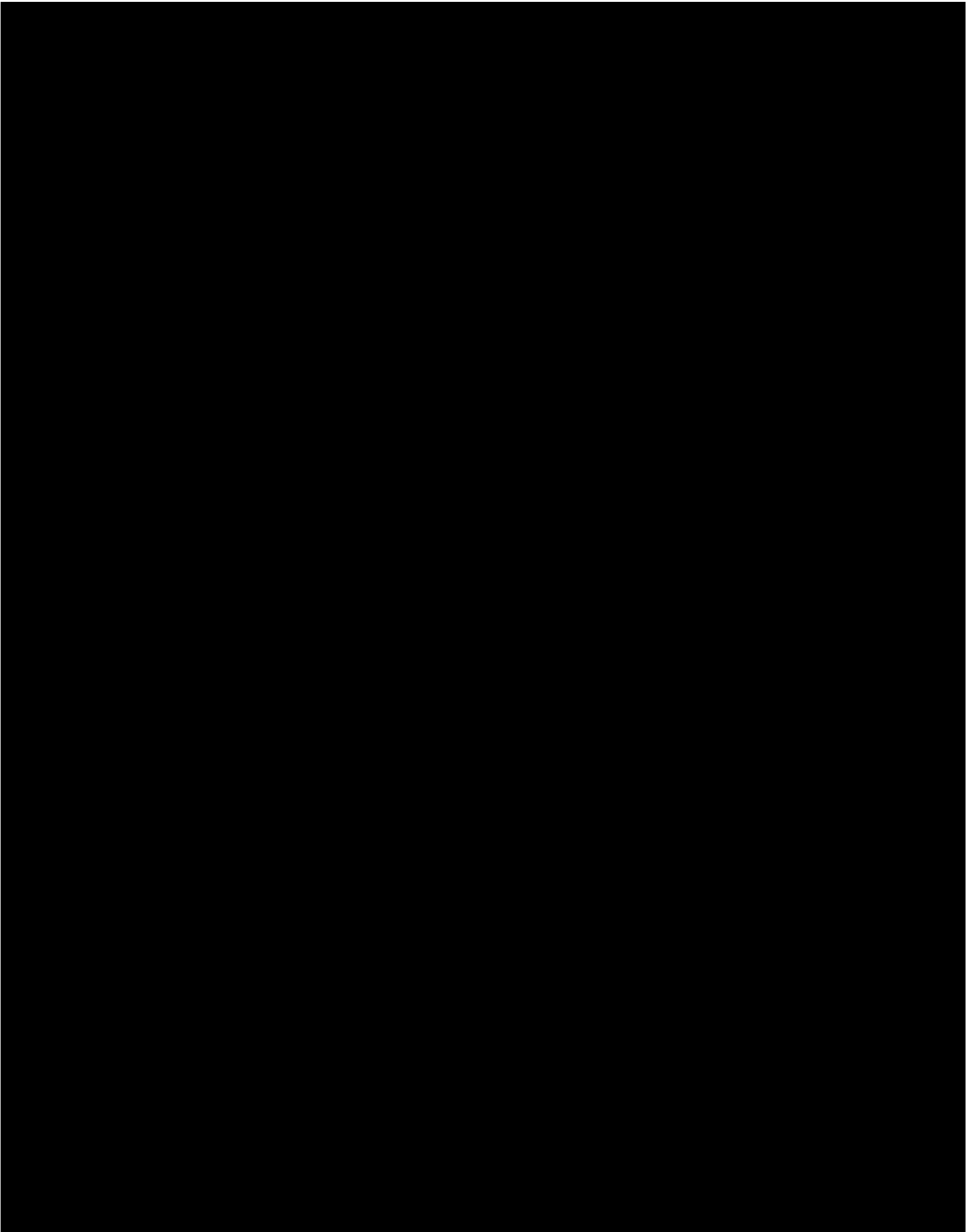
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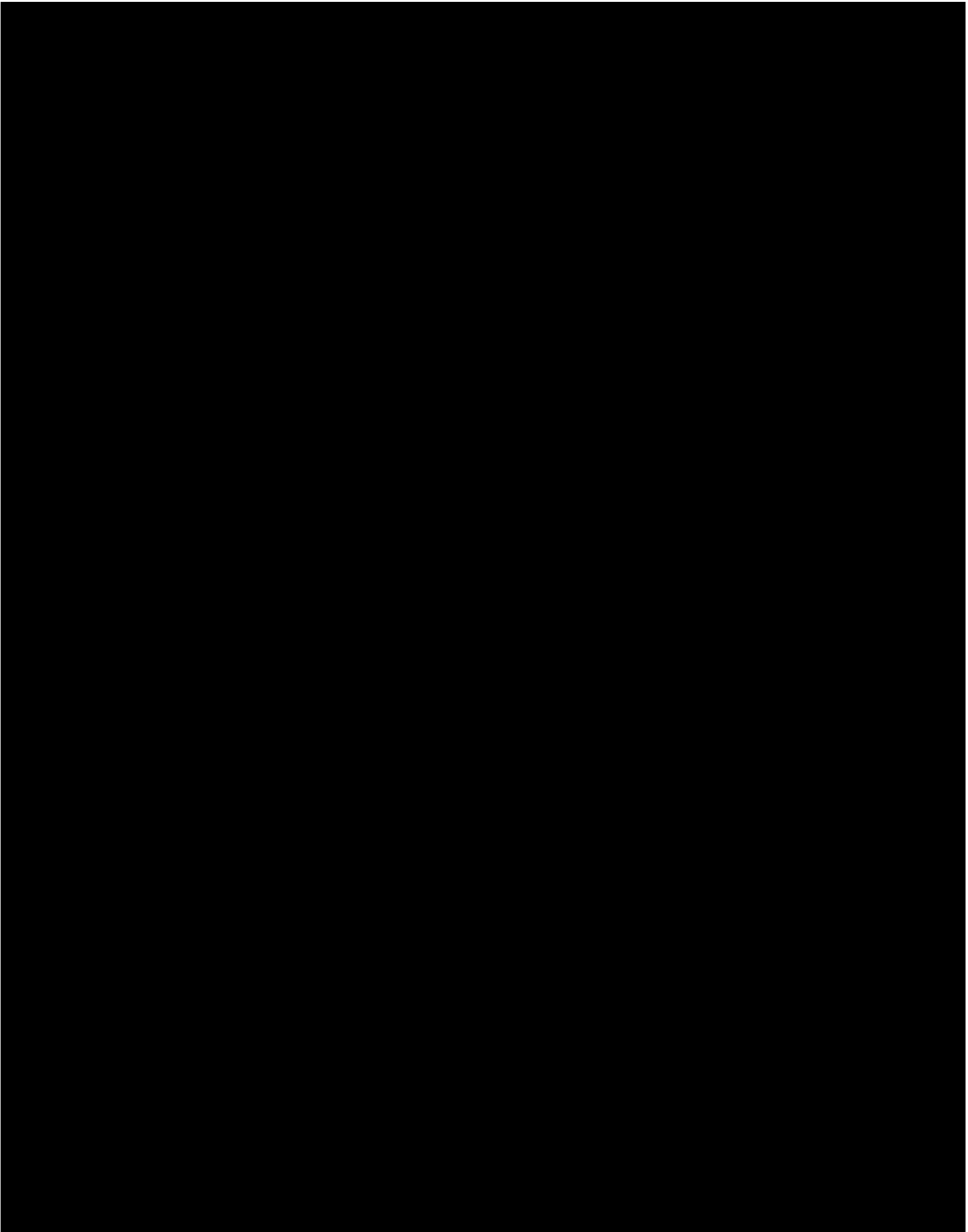
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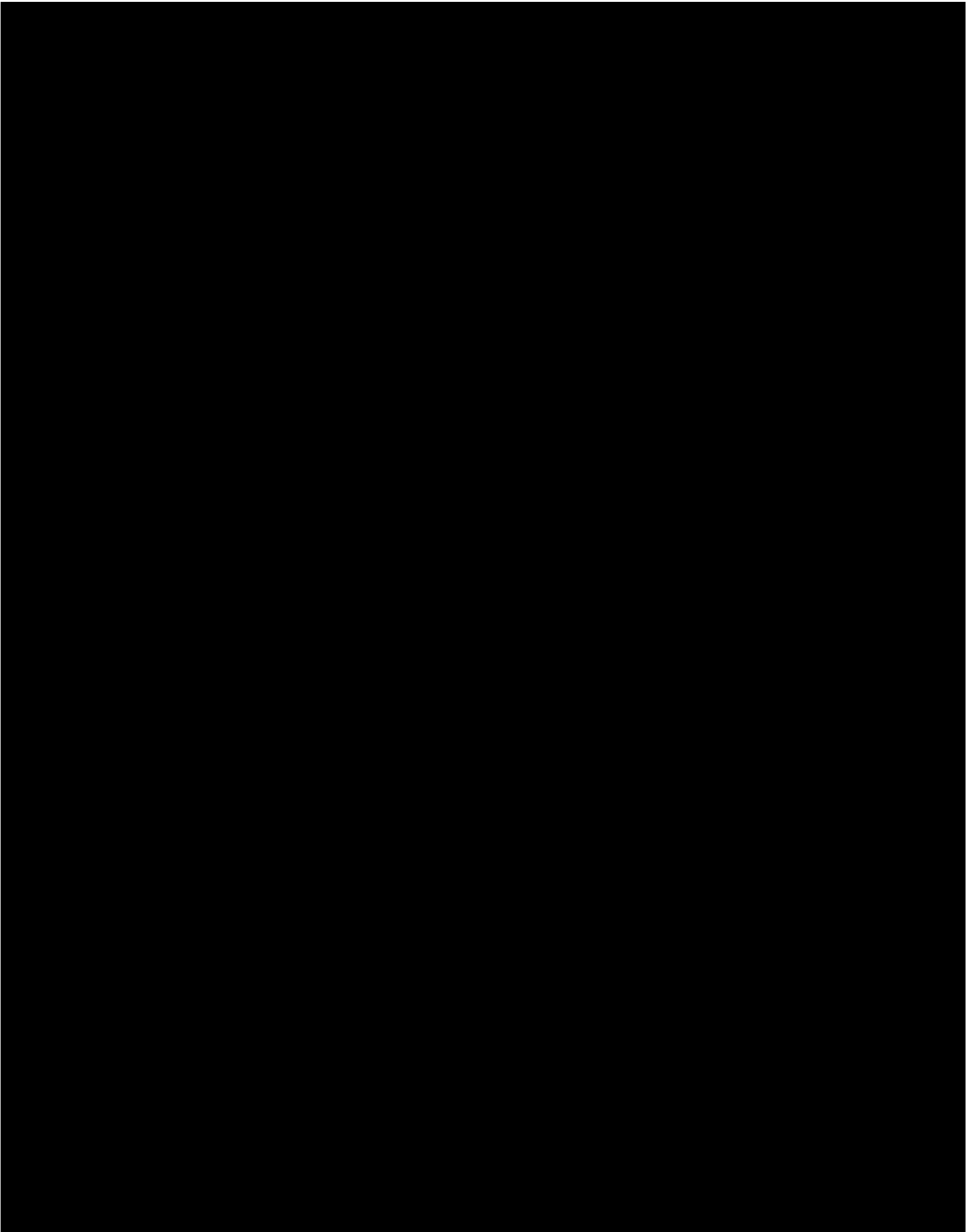
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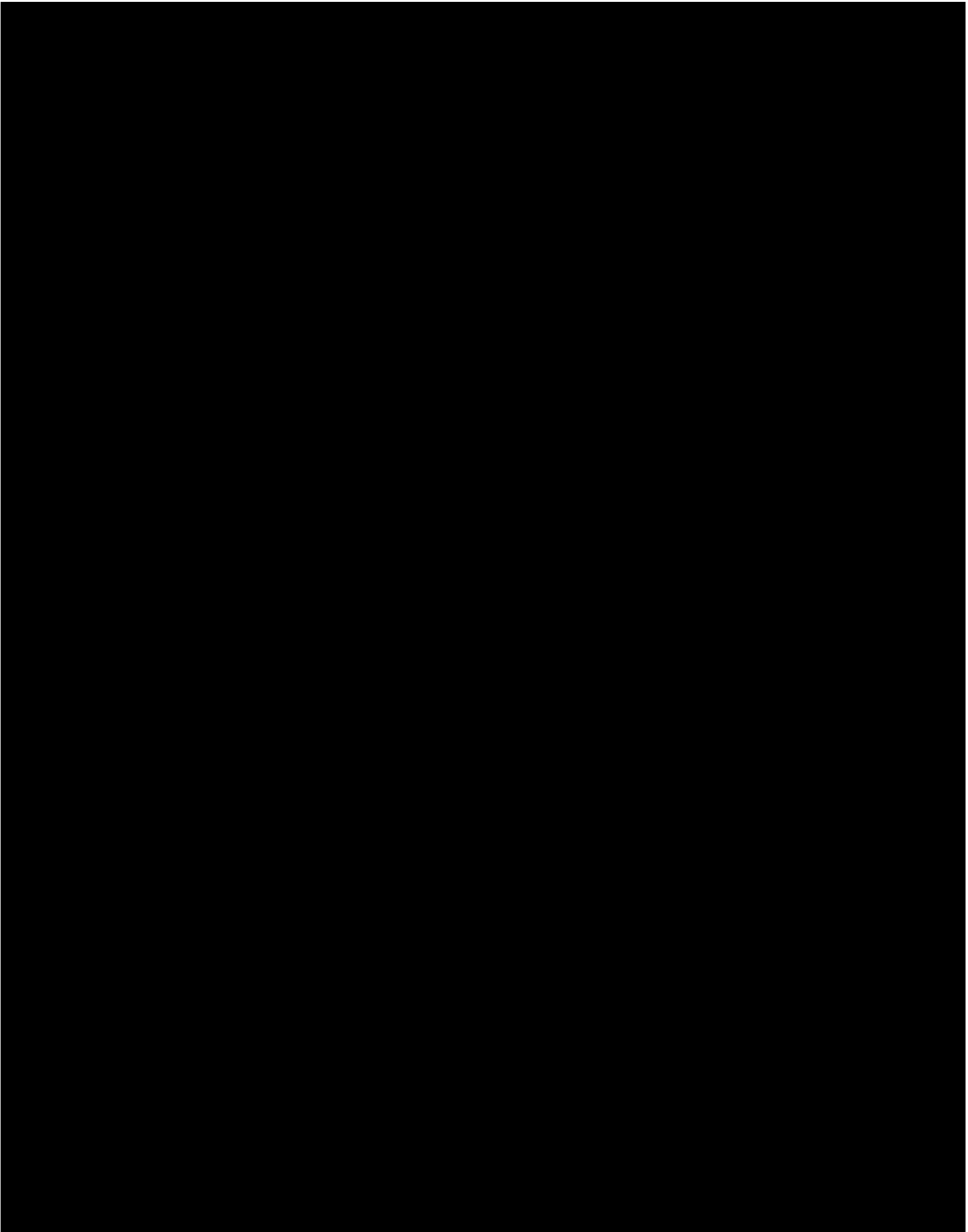
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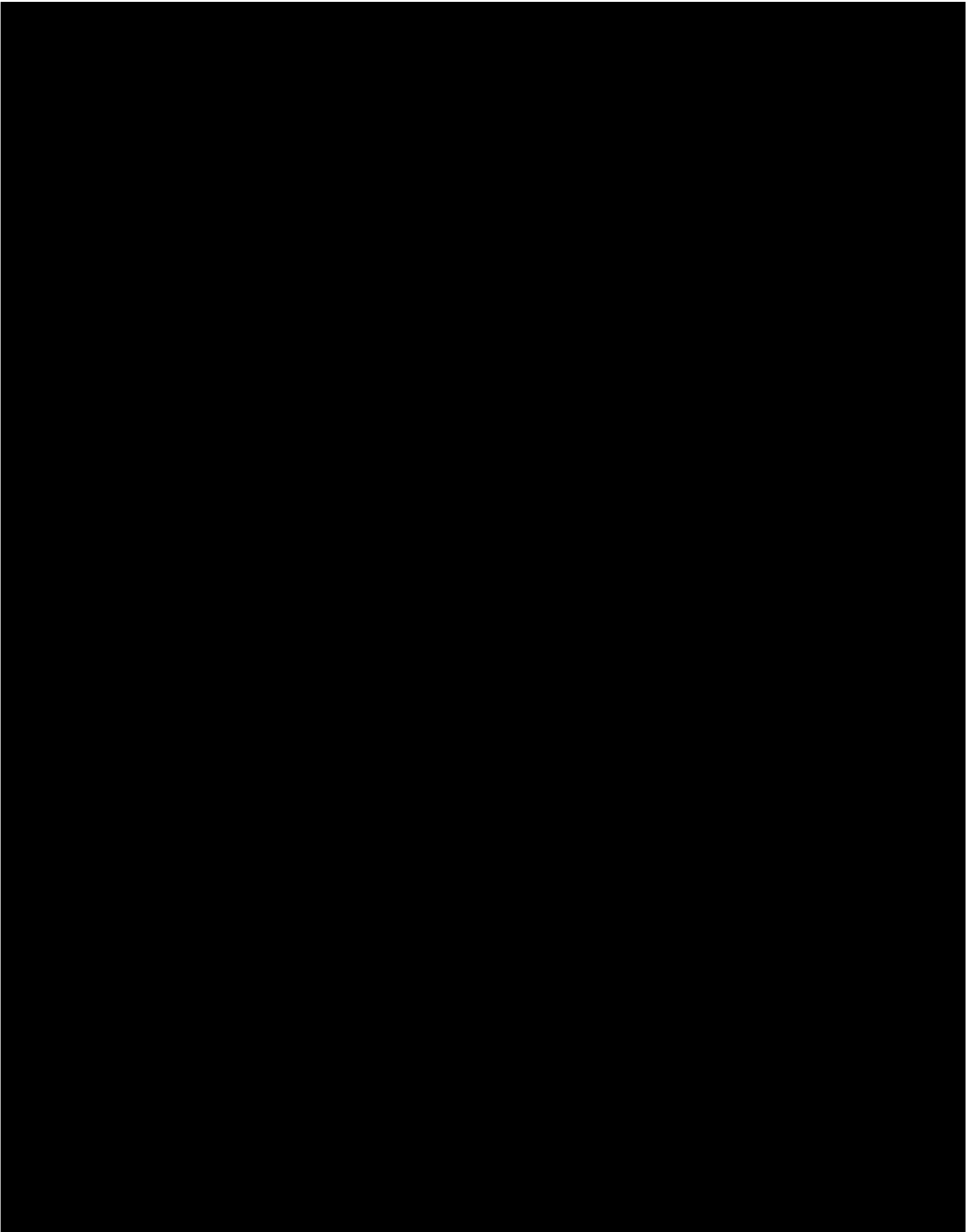


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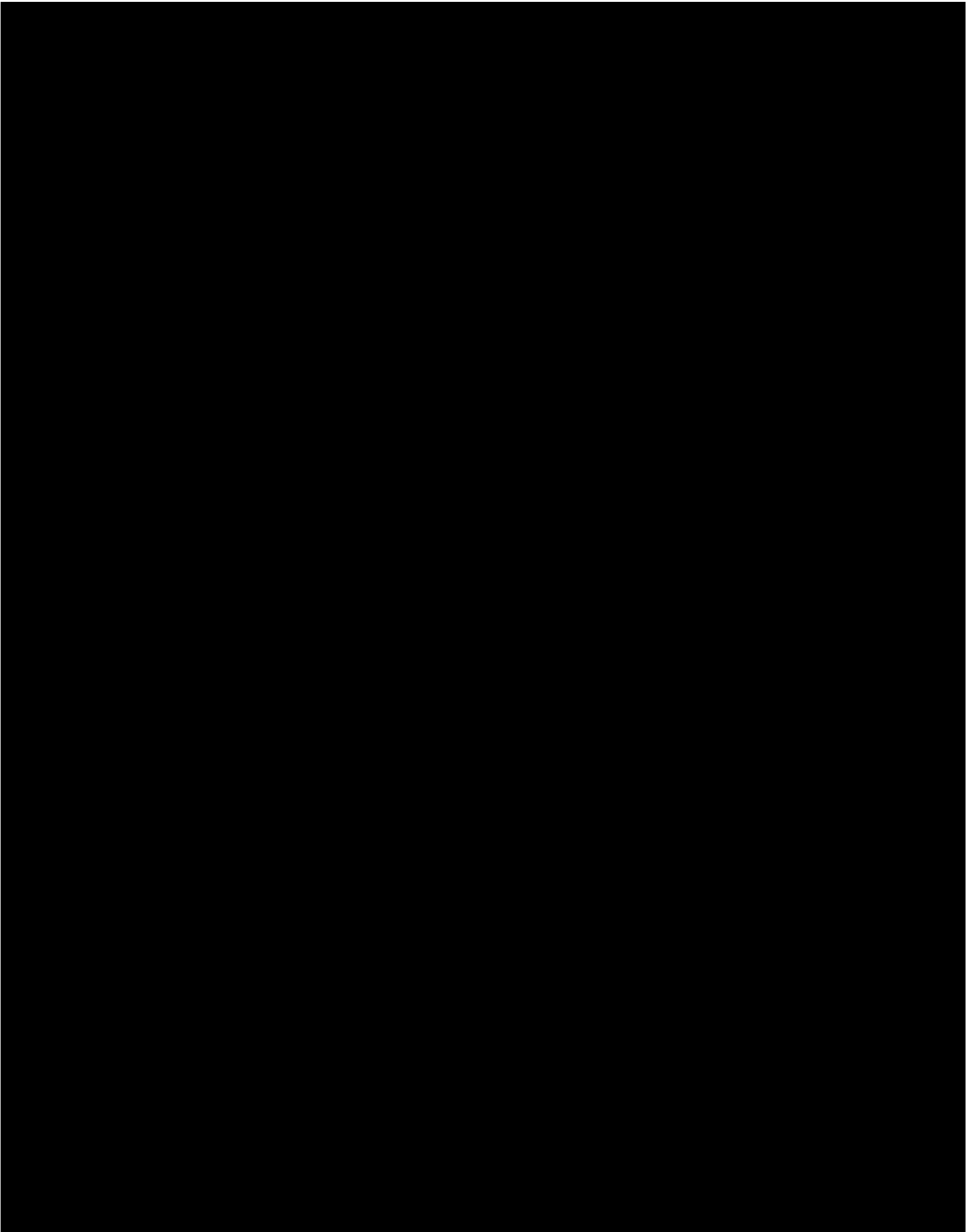
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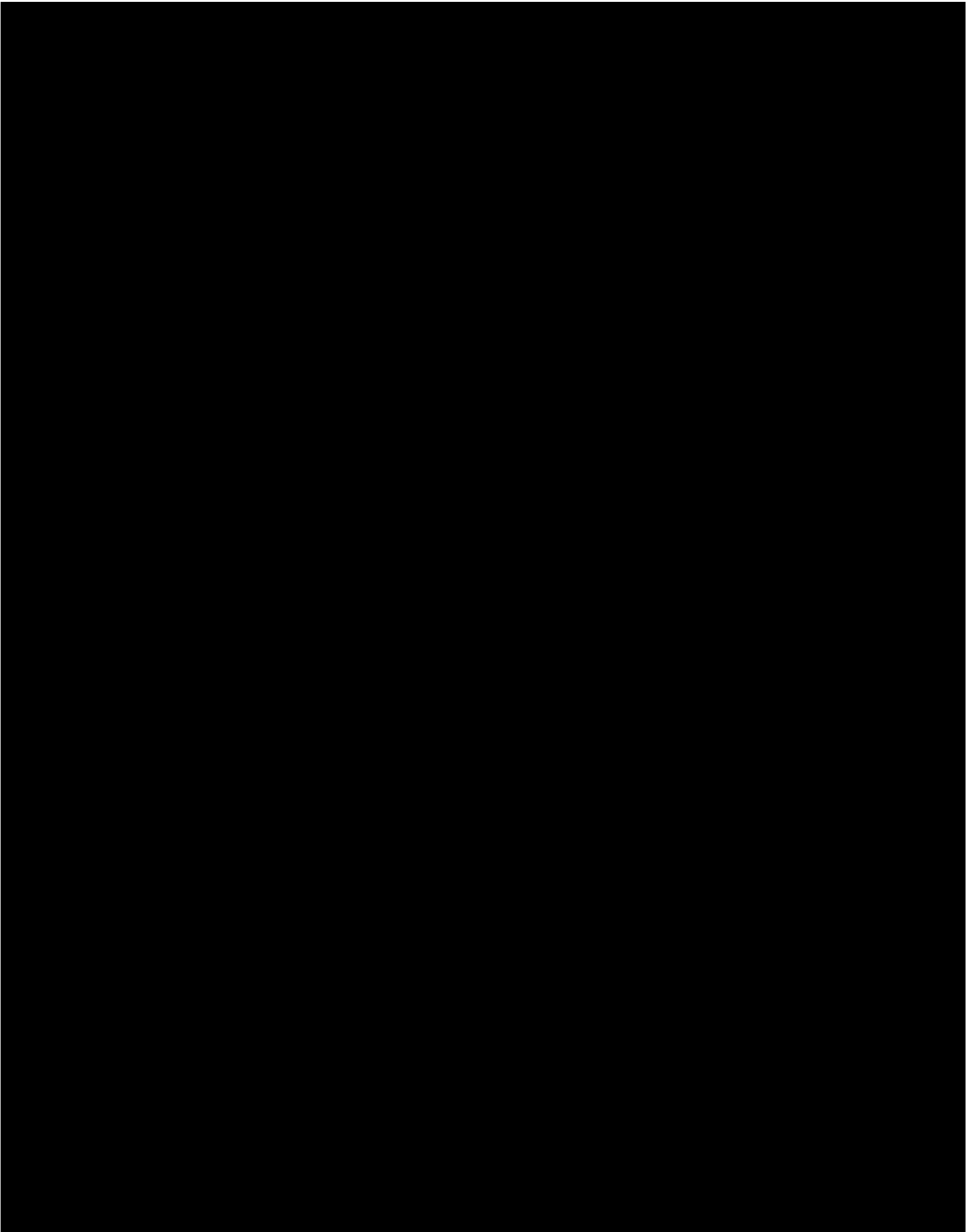
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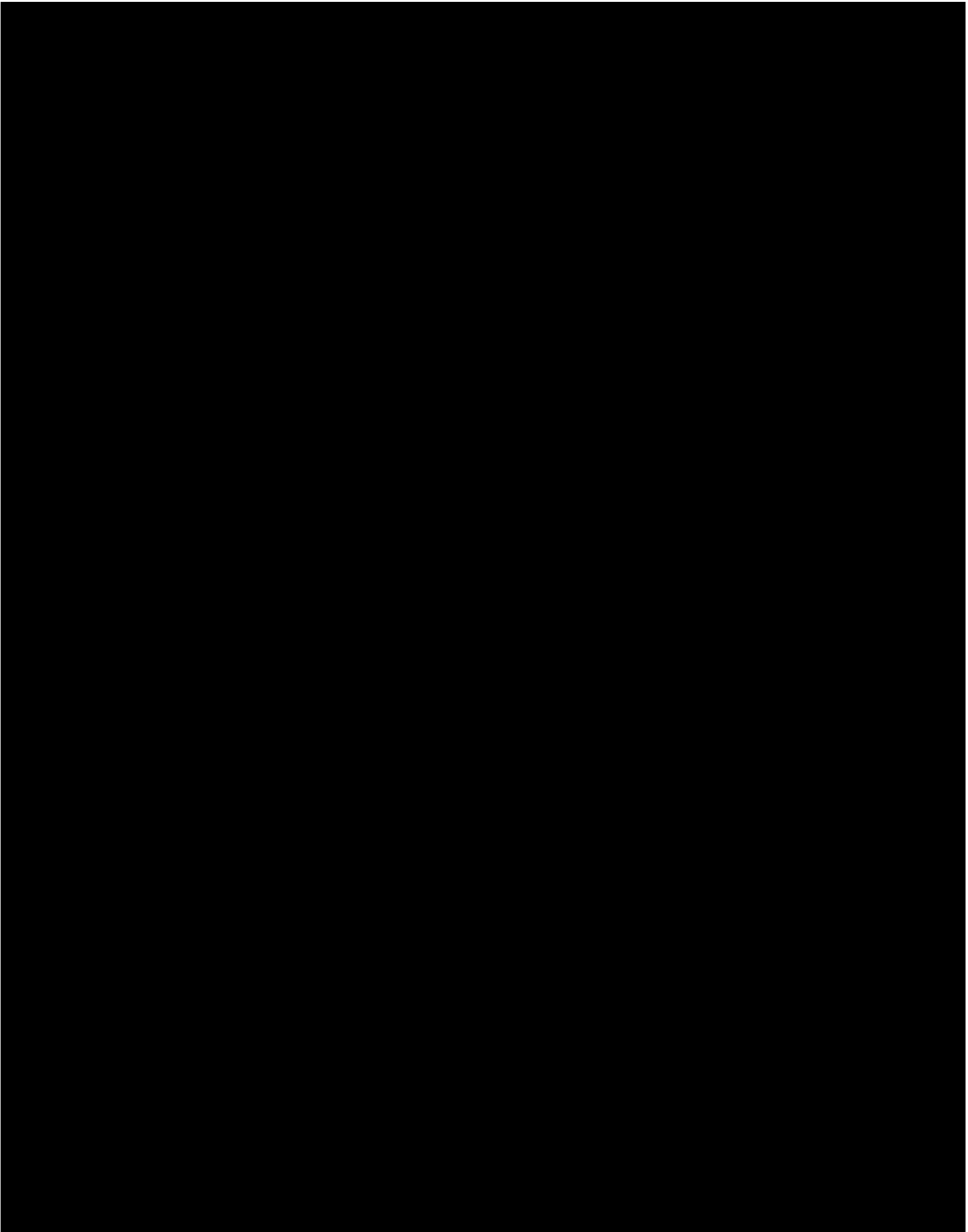
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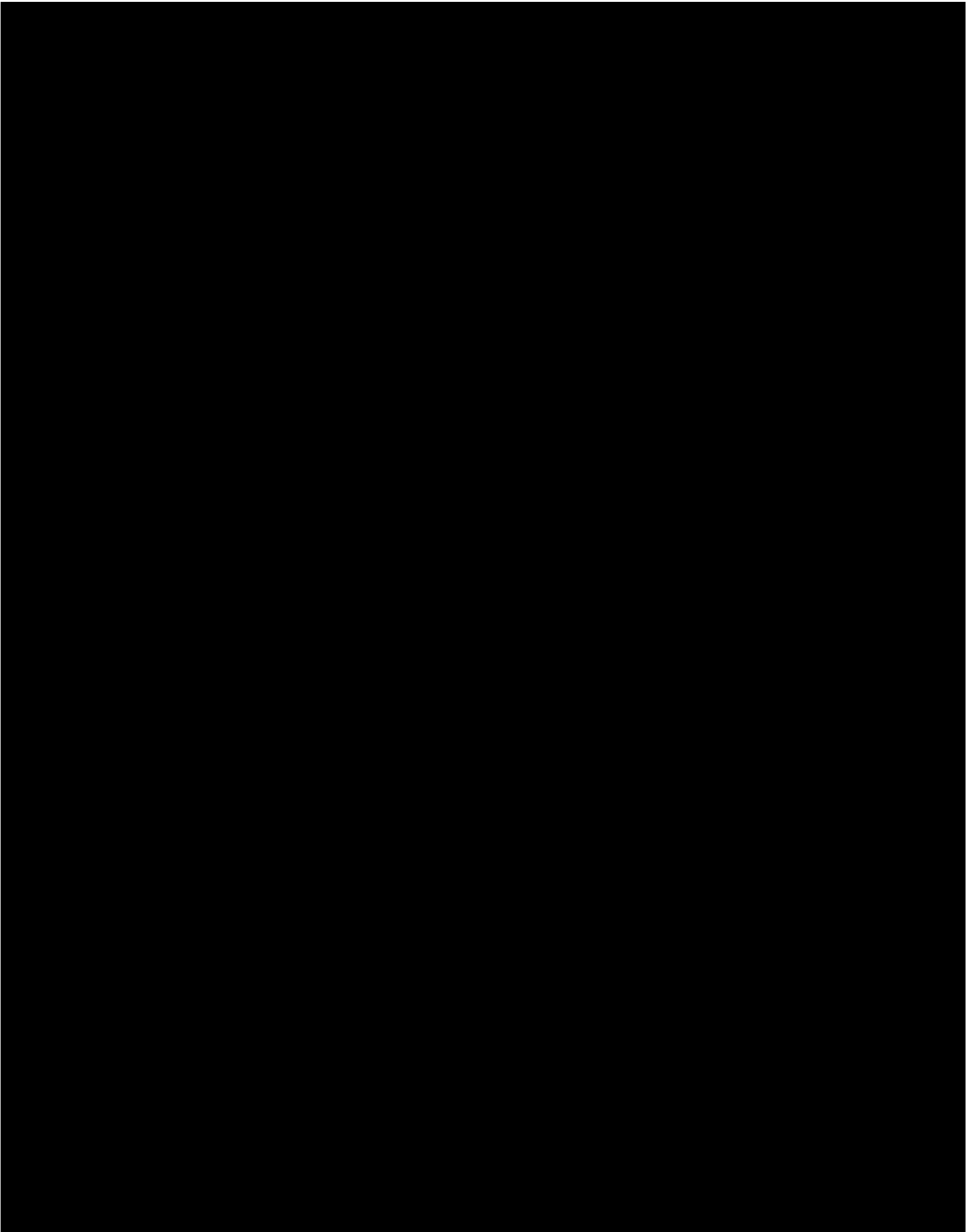
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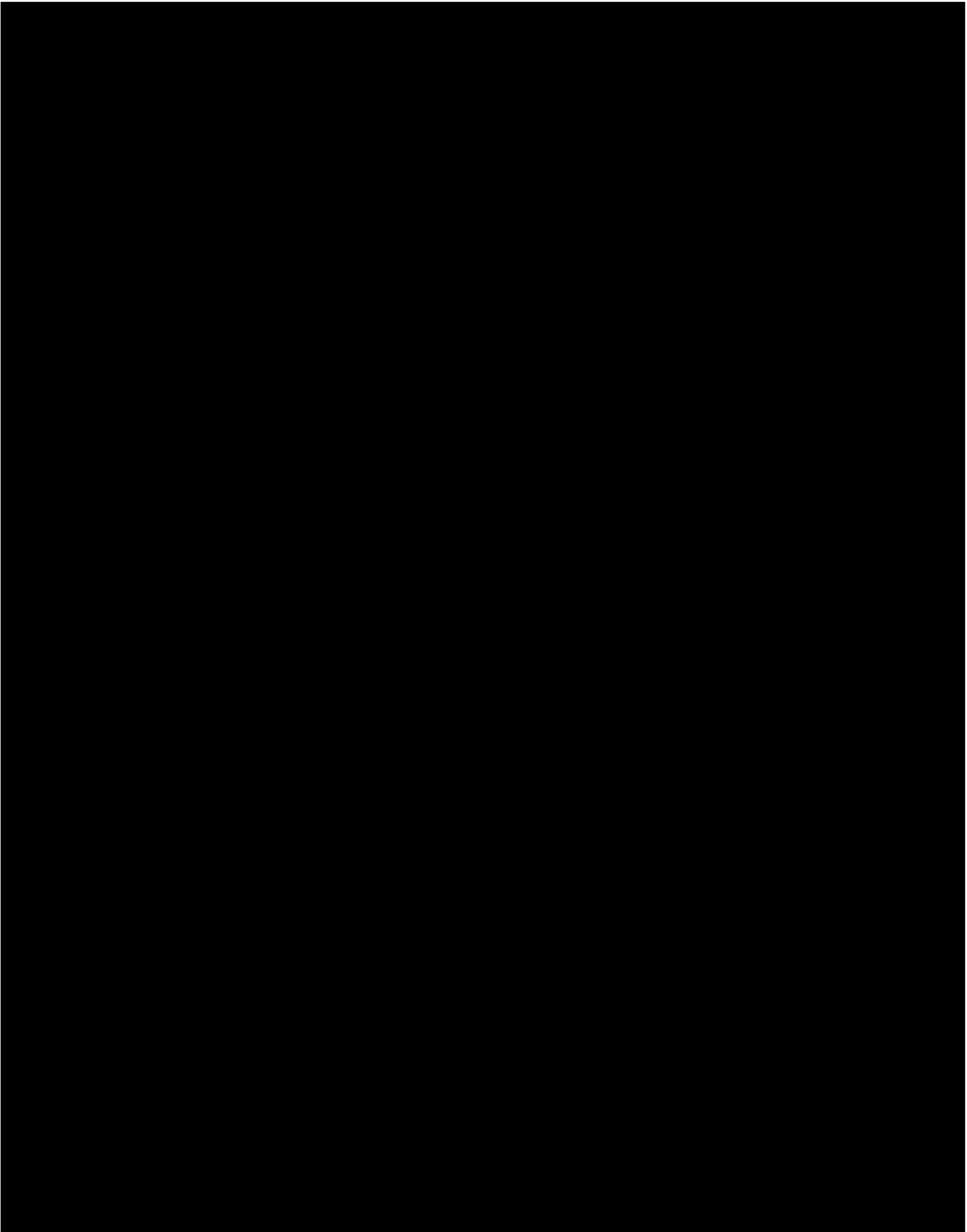
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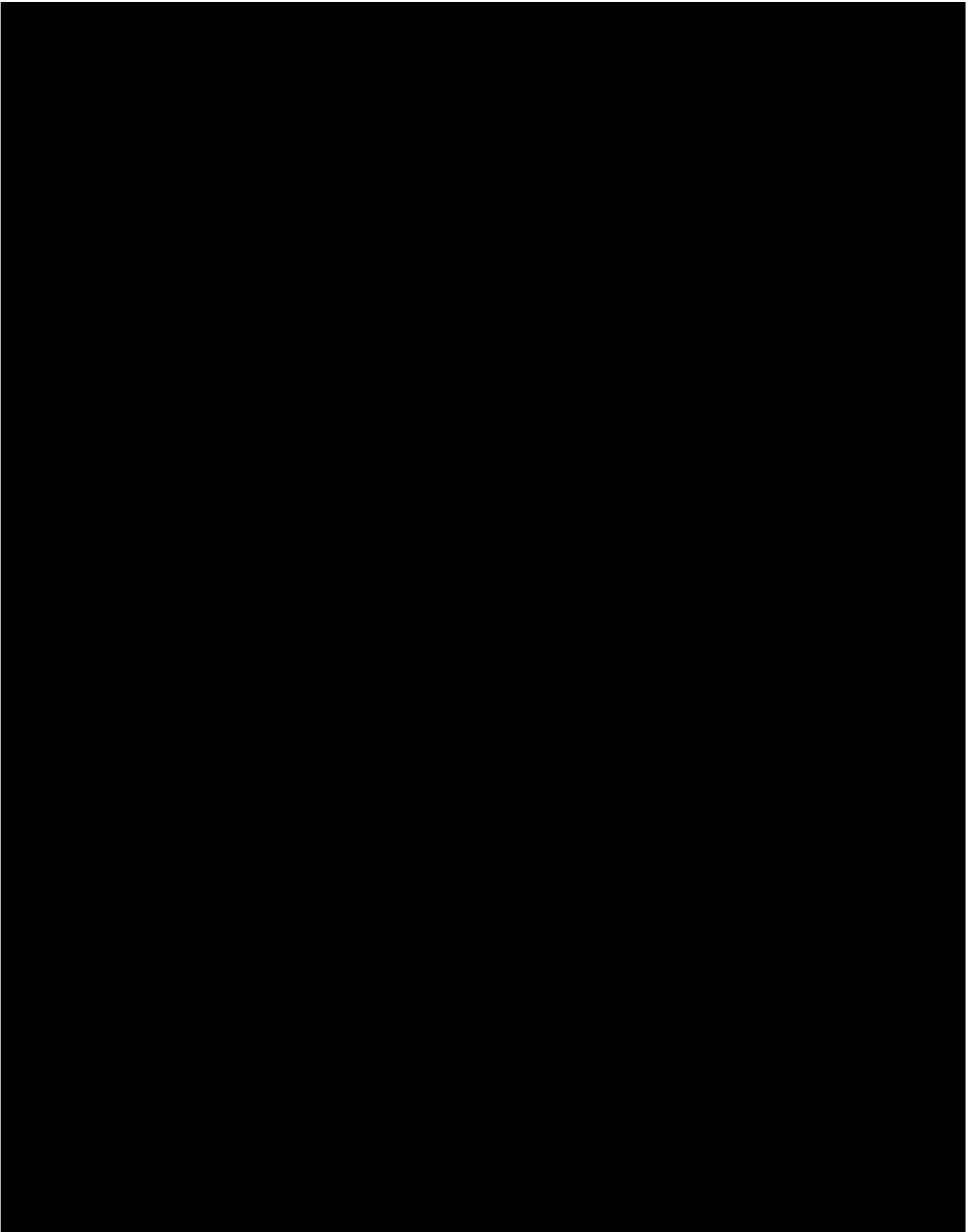
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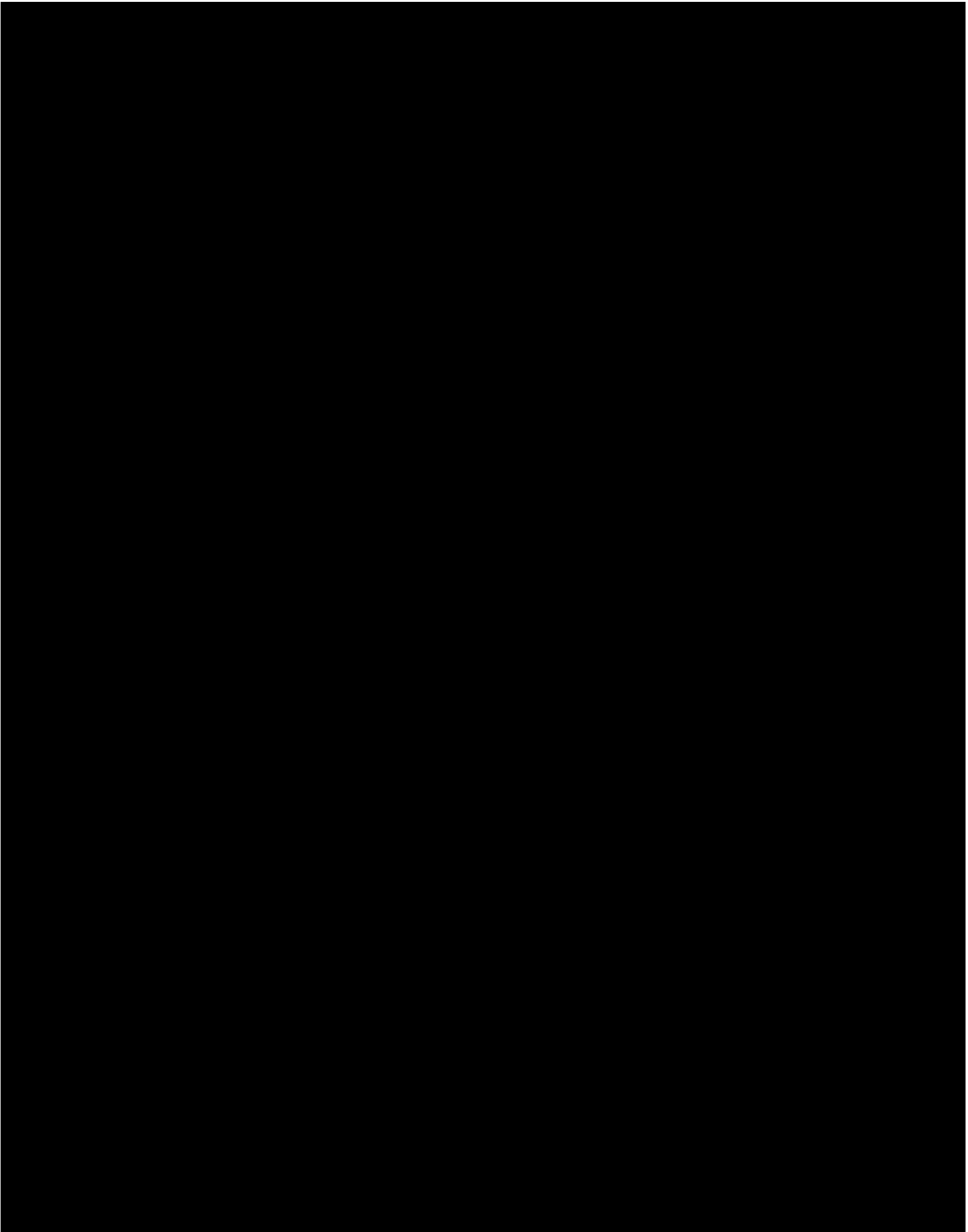
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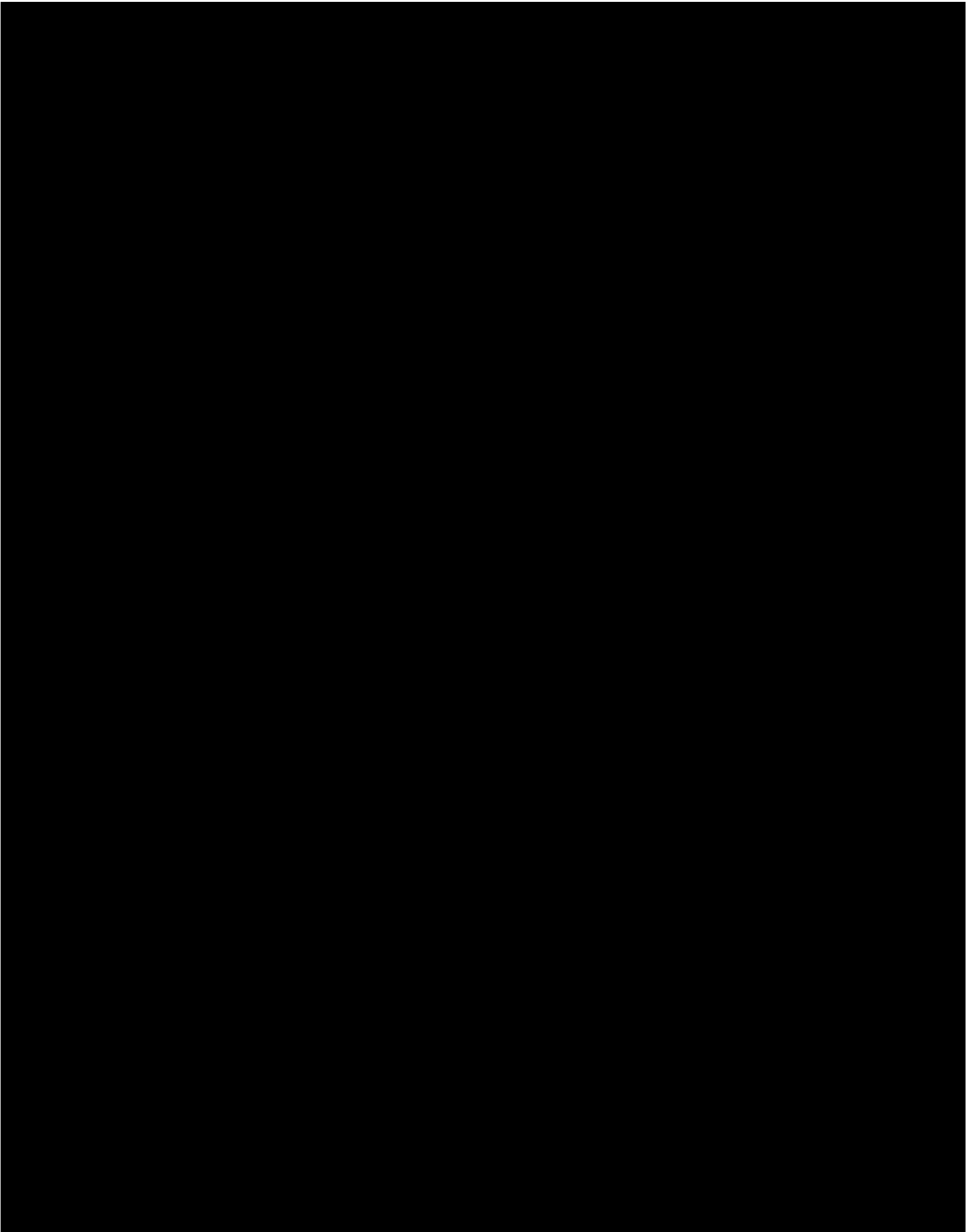
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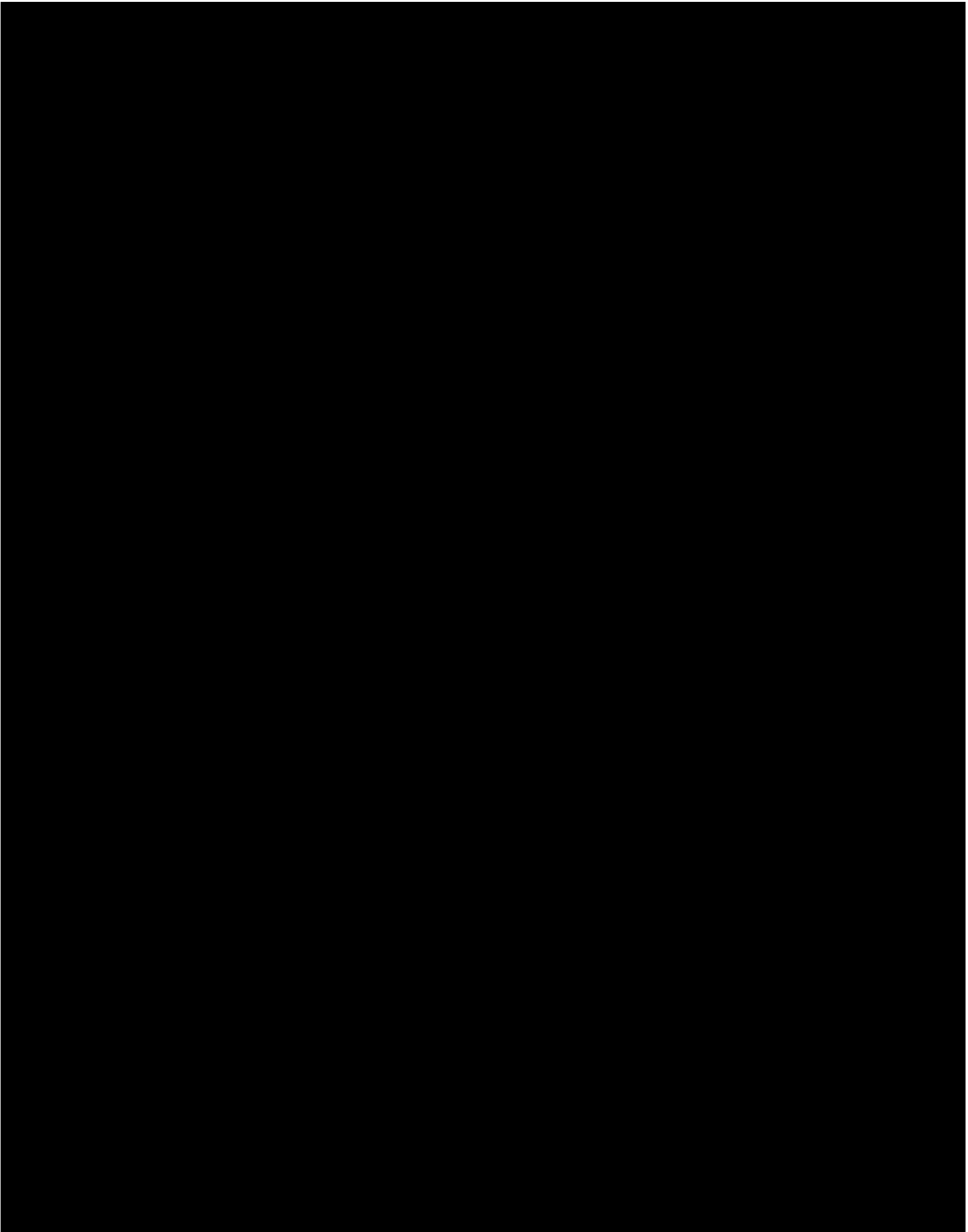
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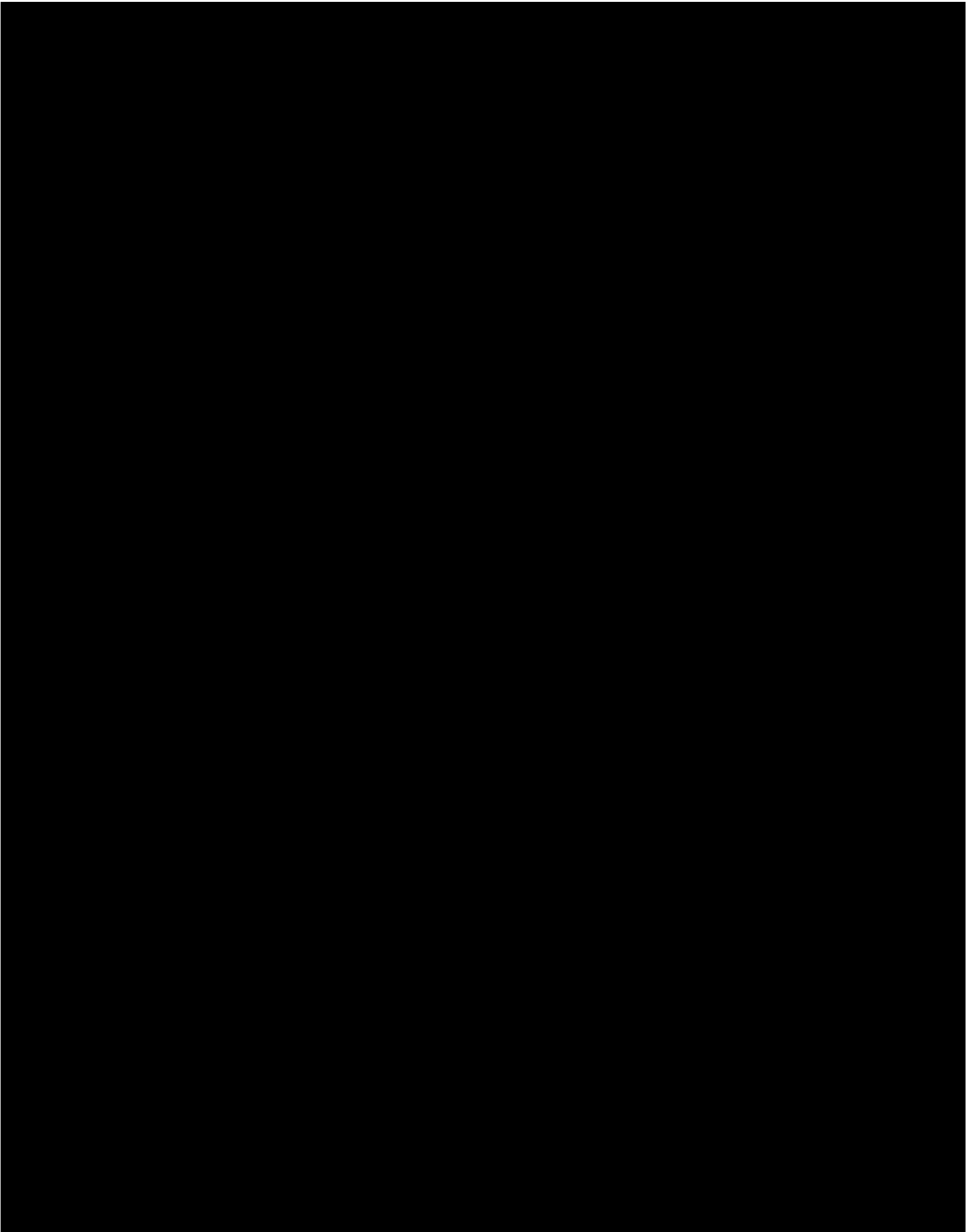
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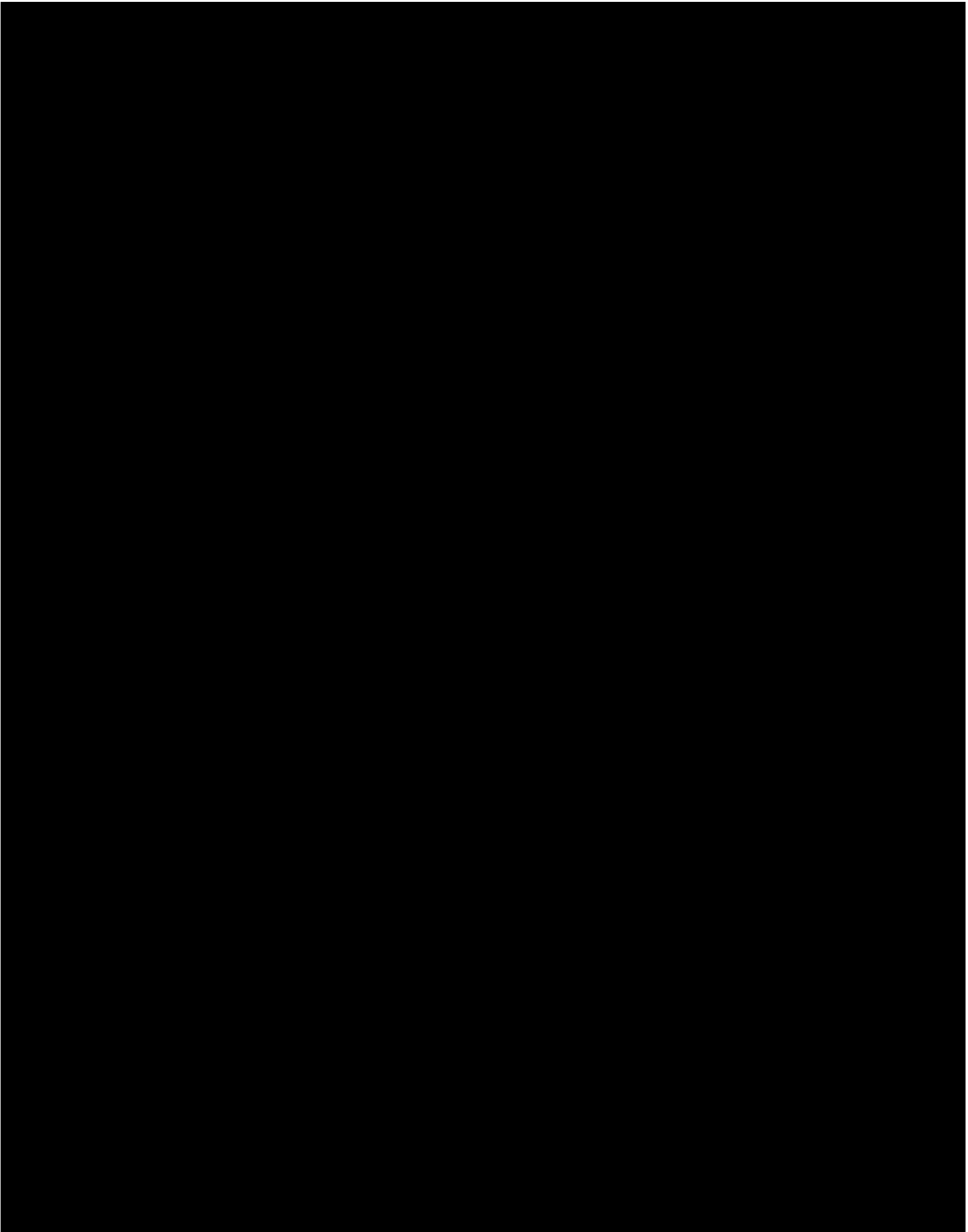
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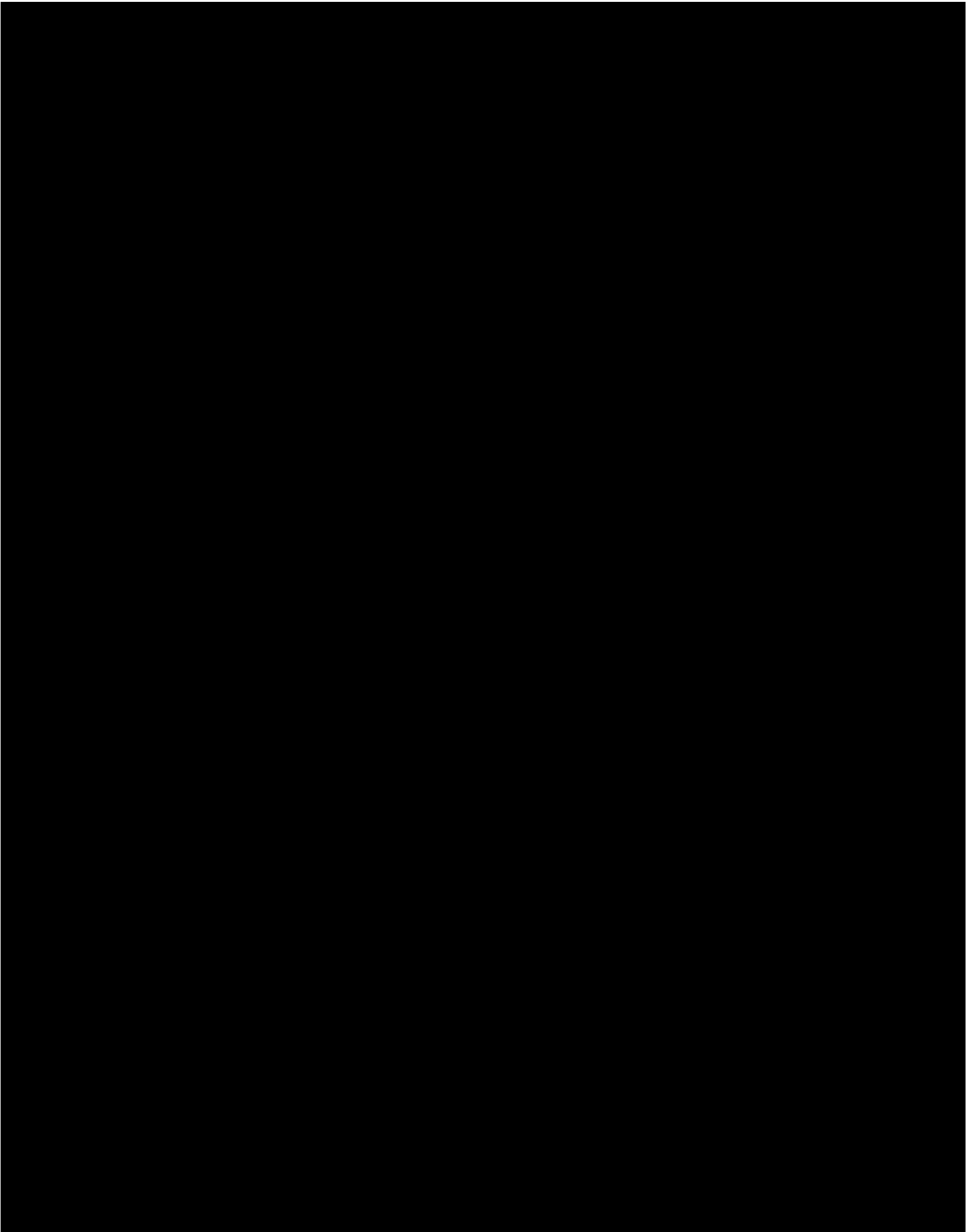
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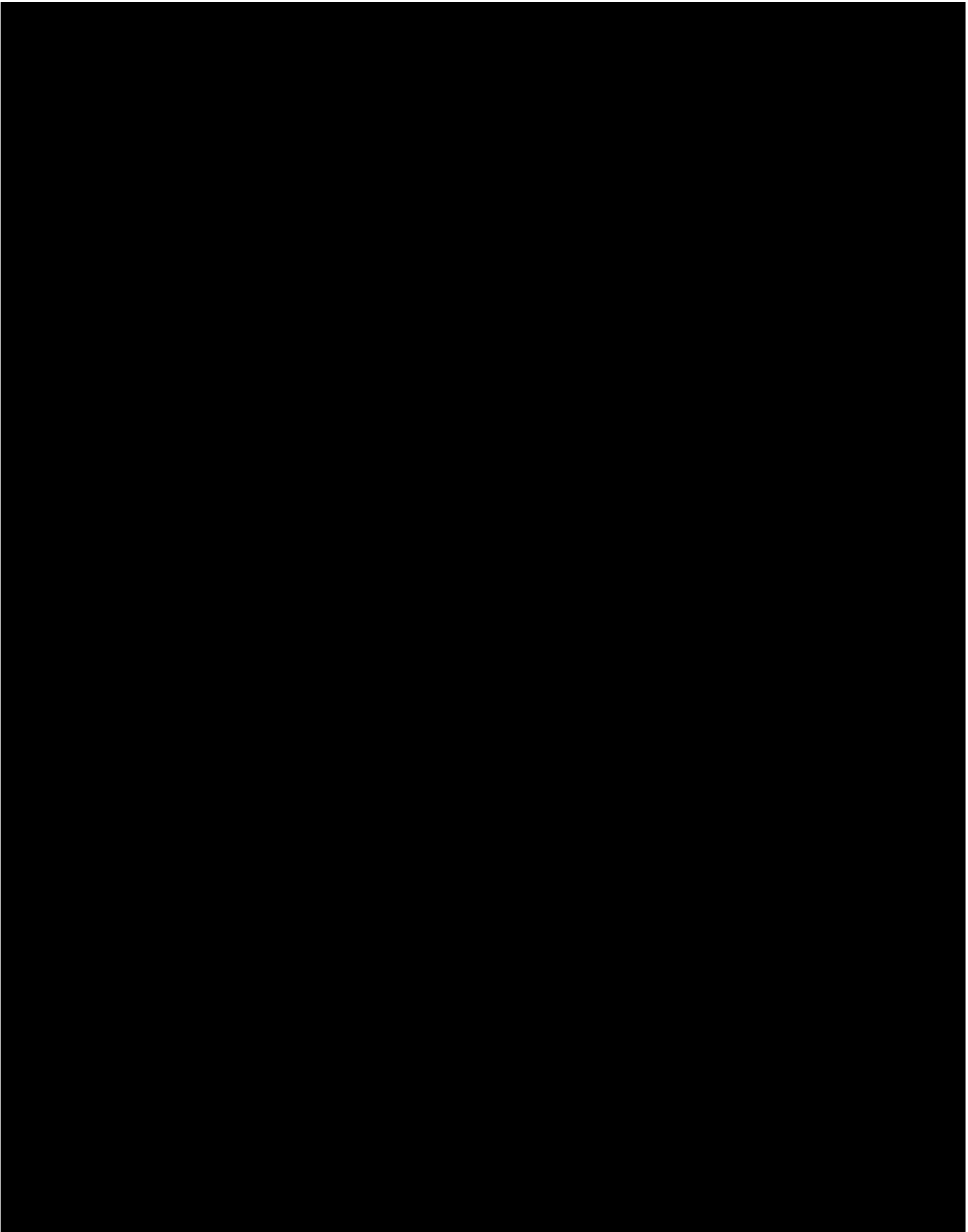


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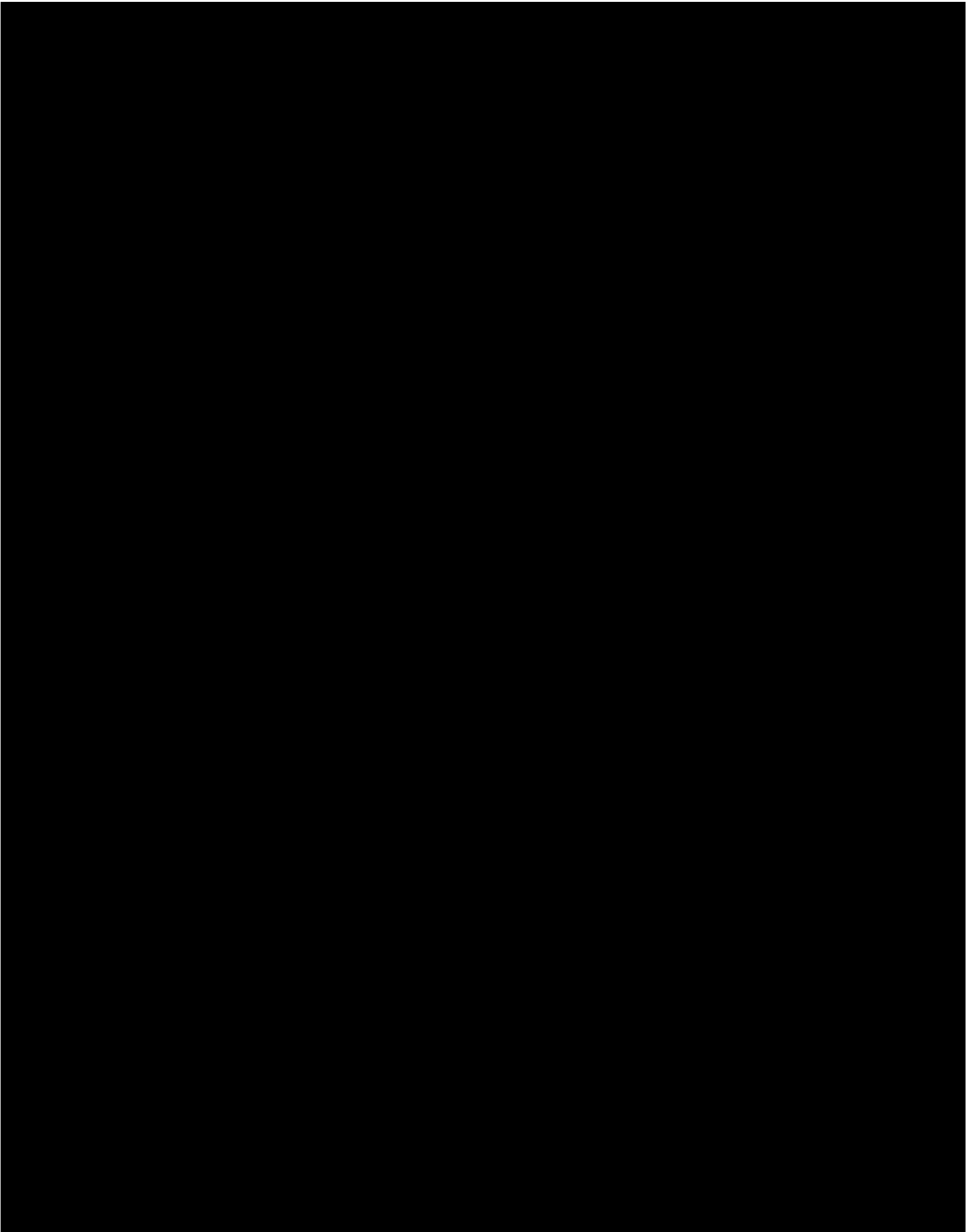
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C1 Social Value

Theme 3 Fighting Climate Change (Policy Outcome – Effective stewardship of the Environment)

7. Social Value Method Statement:

7.1 Overview

7.1.1 PCI-PAL PLC relisted on the AIM market of the London Stock Exchange in September 2016. At that point the Group consisted of 12 employees based in a small office of c1000sq ft in Ipswich, Suffolk and supplied its services to UK customers vis software hosted on a small private data centre (single rack space) in London.

7.1.2 The Group had ambitious plans to expand its services internationally, using a low cost, low impact solution that would be hosted with an internationally recognised pure-cloud company that was already committed at that time to lowering its environment footprint as far as possible. The Directors of the Group believed that it made excellent business sense to focus on the efficiency of our solution delivery as it would provide an outstanding cost benefit but would also minimise the Group's environmental footprint. As a result, PCI-PAL has never built a significant environmental impact and so is focussed on maintaining that position rather than having to make changes to how it works to lower its footprint.

7.1.3 The Board recognises that managing the environmental footprint of the Group requires a continual focus and so it undertakes the following:

- a. It provides a detailed ESG report based on matters it can manage to report on its environmental impact
- b. Commit to a zero carbon impact by 2040
- c. Commit to fully offset the carbon cost of the Group by 2030 by investing in suitable offset schemes such as woodland regeneration
- d. Only look to use services of significant suppliers that are themselves committed to managing their own environment impact

7.1.4 [REDACTED]

7.1.5 [REDACTED]

7.2 How does PCI-PAL PLC maintain its strong carbon performance?

7.2.1 Cloud providers

- a. PCI-PAL PLC is a SaaS based organisation that markets and sells its products over the Cloud. Adopting a fully cloud based service has far less of an impact on the environment than many other types of deployment. PCI Pal does not sell computer hardware to its customers, nor provide software for use 'on-premises'. The Group only hosts its operating platform (and associated development and testing) at Amazon Web Services ("AWS") datacentres. AWS has a published commitment to have all its energy requirements sourced fully from renewable energy by 2025. It has recently published that it is on track to achieve this ambition.

- b. [REDACTED]

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7.2.2 Remote first approach

- a. The Group has primarily adopted a “remote-first” policy for its employees wherever they are located in the world. More than 80% of employees therefore work from their home locations. This has benefitted the environment by substantially reducing commuting travel and has also reduced the amount of office space required to run the business.
- b. As with any business some face-to-face meetings are required but these kept to a minimum. For most staff all day-to-day meetings are held over Microsoft Teams.
- c. The Group has one small (c3000 sq ft) office space in Ipswich which is used for accounts administration, cyber security and HR functions – the environment impact of this office is reported separately and only uses electricity from a renewable supplier. Most of the staff linked to this office work within 10 miles of it thus minimising commuting travel. If these employees are not required in the office for meetings, then they are encouraged to work from home.
- d. For any other collaborative office working and meetings, we have contracted working arrangements with the shared office service, WeWork. The Group does not have control over the management of these office spaces; however, WeWork has stated it is committed to driving down the impact it has on the environment by sourcing its power from renewable sources and using energy efficient heating and lighting.

7.2.3 Waste management

Any general office waste is kept to a minimum through a company-wide digitalisation project, utilising DocuSign for e-signing and Dropbox for document storage.

7.2.4 Electric Vehicle salary sacrifice scheme for UK employees

The UK organisation makes up about 70% of all employees. In 2022, the UK subsidiary introduced an Electric Vehicle salary sacrifice scheme to encourage all employees to reduce their emissions for commuting, business travel and personal use. The Electric Car Scheme reported that by June 2023 an estimated 23.84 tCO₂e had been saved by the employees switching to full Electric Vehicle.

7.2.5 Company travel

- a. The PCI-PAL PLC group has grown significantly since Sept 2016 and now has c130 employees. These employees are primarily based in the UK, but there are now employees in the US, Canada and Australia. All international employees work from home and use WeWork as required.
- b. As with any growing international organisation as our number of locations grow the level of international air travel increases. Air travel has the Group's largest impact on the environment. It can never be eliminated however the management team have implemented rules to minimise and lower the level of travel by controlling who can fly, how often and to where. It is the intention of the Group to acquire full carbon offset of its air travel by 2030, ten years ahead of our Net Zero commitment. This commitment has been signed and published on the Groups website.

7.2.6 “Evolve” scheme

PCI Pal also operate a staff scheme called ‘Evolve’ which encourages all employees to take up to two days paid time off annually, in order to participate in local community initiatives which would benefit the environment such as volunteering with local community parks / gardening / green space charities, litter picking, wildlife initiatives and care farming. Although we do not specify what the Evolve days are required to be used for, PCI Pal will encourage employees directly involved in the delivery of the DWP contract to ensure these ‘Evolve’ days are utilised in relevant environmental benefit schemes over the term of the contract and report accordingly on the activities performed and number of hours.

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7.2.7 [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

7.2.8 Reporting

- a. PCI Pal will measure and report to DWP on scope 1, 2 and 3 emissions for the Group, annually, throughout the contract period.
- b. PCI Pal will provide annual statistics of total staff hours spent volunteering for local initiatives that benefit the environment.
- c. PCI Pal will report on progress made towards carbon footprint offset investments, on an annual basis, reporting on total transactions processed, and the resulting donation made towards The Woodland Trust. Where possible (subject to confirmation with The Woodland Trust), the reporting will include the benefits that will be made possible by the donation amount. (e.g. resulting in 50 trees being planted, etc.)
- d. All reporting will be provided in Word or PDF format by PCI Pal within 90 days following the end of each 12-month contract period.

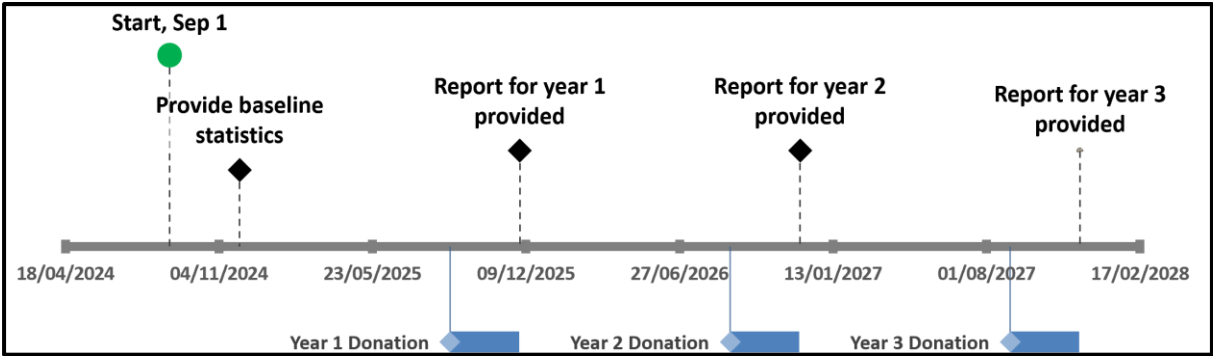


Figure 1: Social Value Reporting Timeline

Schedule 5 (Commercially Sensitive Information)

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Schedule 5 (Commercially Sensitive Information)

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 an exemption under the FOIA and the EIRs.
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 (please see the column "Duration of Confidentiality").
3. Without prejudice to the Authority's obligation to disclose Information in accordance with FOIA or Clause 20 (Confidentiality) the Buyer will, in its sole discretion, acting reasonably, seek to apply the relevant exemption set out in the FOIA to the following information.

Schedule 5 (Commercially Sensitive Information)

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Document	Page Number	Section	Condition or Paragraph Number	Explanation of harm which may result from disclosure and time period applicable to sensitivity.	Duration of Confidentiality
PCI Pal SCPS A.1 Implementation Plan.xlsx	All	All	All	This information relates to business affairs, trade secrets and knowhow of the supplier and would cause the supplier significant commercial disadvantage or commercial loss if publicised or disclosed.	For as long as this information remains non public and for trade secrets, as long as this information remains a trade secret
PCI Pal SCPS A.1 Implementation Requirements Table.docx	All	All	All	This information relates to business affairs, trade secrets and knowhow of the supplier and would cause the supplier significant commercial disadvantage or commercial loss if publicised or disclosed.	For as long as this information remains non public and for trade secrets, as long as this information remains a trade secret
PCI Pal SCPS A.1 Implementation Response.docx	All	All	All	This information relates to business affairs, trade secrets and knowhow of the supplier and would cause the supplier significant commercial disadvantage or commercial loss if publicised or disclosed.	For as long as this information remains non public and for trade secrets, as long as this information remains a trade secret
PCI Pal SCPS A.2 Service Delivery Architecture.docx	All	All	All	This information relates to business affairs, trade secrets and knowhow of the supplier and would cause the supplier significant commercial disadvantage or commercial loss if publicised or disclosed.	For as long as this information remains non public and for trade secrets, as long as this information remains a trade secret
PCI Pal SCPS A.2 Service Delivery Requirements Table.docx	All	All	All	This information relates to business affairs, trade secrets and knowhow of the supplier and would cause the supplier significant commercial disadvantage or commercial loss if publicised or disclosed.	For as long as this information remains non public and for trade secrets, as long as this information remains a trade secret
PCI Pal SCPS A.2 Service Delivery Response.docx	All	All	All	This information relates to business affairs, trade secrets and knowhow of the supplier and would cause the supplier significant commercial disadvantage or commercial loss if publicised or disclosed.	For as long as this information remains non public and for trade secrets, as long as this information remains a trade secret

Schedule 5 (Commercially Sensitive Information)

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PCI Pal SCPS A.3 Management Obligations Responsibilities Requirements Table.docx	All	All	All	This information relates to business affairs, trade secrets and knowhow of the supplier and would cause the supplier significant commercial disadvantage or commercial loss if publicised or disclosed.	For as long as this information remains non public and for trade secrets, as long as this information remains a trade secret
PCI Pal SCPS A.3 Management Obligations Responsibilities Response.docx	All	All	All	This information relates to business affairs, trade secrets and knowhow of the supplier and would cause the supplier significant commercial disadvantage or commercial loss if publicised or disclosed.	For as long as this information remains non public and for trade secrets, as long as this information remains a trade secret
PCI Pal SCPS A.3 Management ObligationsResponsibilities Key Staff CVs.docx	All	All	All	This information relates to business affairs, trade secrets and knowhow of the supplier and would cause the supplier significant commercial disadvantage or commercial loss if publicised or disclosed.	For as long as this information remains non public and for trade secrets, as long as this information remains a trade secret
PCI Pal SCPS A.3 Management ObligationsResponsibilities Management Information.docx	All	All	All	This information relates to business affairs, trade secrets and knowhow of the supplier and would cause the supplier significant commercial disadvantage or commercial loss if publicised or disclosed.	For as long as this information remains non public and for trade secrets, as long as this information remains a trade secret
PCI Pal SCPS A.3 Management ObligationsResponsibilities Reporting.docx	All	All	All	This information relates to business affairs, trade secrets and knowhow of the supplier and would cause the supplier significant commercial disadvantage or commercial loss if publicised or disclosed.	For as long as this information remains non public and for trade secrets, as long as this information remains a trade secret
PCI Pal SCPS A.4 BCDR - Draft Plan.docx	All	All	All	This information relates to business affairs, trade secrets and knowhow of the supplier and would cause the supplier significant commercial disadvantage or commercial loss if publicised or disclosed.	For as long as this information remains non public and for trade secrets, as long as this information remains a trade secret
PCI Pal SCPS A.4 BCDR Response.docx	All	All	All	This information relates to business affairs, trade secrets and knowhow of the supplier and would cause the supplier significant commercial disadvantage or commercial loss if publicised or disclosed.	For as long as this information remains non public and for trade secrets, as long as this information remains a trade secret
PCI Pal SCPS A.4 Business Continuity and Disaster Recovery Requirements Table.docx	All	All	All	This information relates to business affairs, trade secrets and knowhow of the supplier and would cause the supplier significant commercial disadvantage or commercial loss if publicised or disclosed.	For as long as this information remains non public and for trade secrets, as long as this

Schedule 5 (Commercially Sensitive Information)

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					information remains a trade secret
PCI Pal SCPS A.5 List of Software Licences and Patents.docx	All	All	All	This information relates to business affairs, trade secrets and knowhow of the supplier and would cause the supplier significant commercial disadvantage or commercial loss if publicised or disclosed.	For as long as this information remains non public and for trade secrets, as long as this information remains a trade secret
PCI Pal SCPS A.5 Technology Requirements Table.docx	All	All	All	This information relates to business affairs, trade secrets and knowhow of the supplier and would cause the supplier significant commercial disadvantage or commercial loss if publicised or disclosed.	For as long as this information remains non public and for trade secrets, as long as this information remains a trade secret
PCI Pal SCPS A.5 Technology Response.docx	All	All	All	This information relates to business affairs, trade secrets and knowhow of the supplier and would cause the supplier significant commercial disadvantage or commercial loss if publicised or disclosed.	For as long as this information remains non public and for trade secrets, as long as this information remains a trade secret
PCI Pal SCPS A.6 Continuous Improvement Requirements Table.docx	All	All	All	This information relates to business affairs, trade secrets and knowhow of the supplier and would cause the supplier significant commercial disadvantage or commercial loss if publicised or disclosed.	For as long as this information remains non public and for trade secrets, as long as this information remains a trade secret
PCI Pal SCPS A.6 Continuous Improvement Response.docx	All	All	All	This information relates to business affairs, trade secrets and knowhow of the supplier and would cause the supplier significant commercial disadvantage or commercial loss if publicised or disclosed.	For as long as this information remains non public and for trade secrets, as long as this information remains a trade secret
PCI Pal SCPS B.1 Security ISQ Response	All	All	All	This information relates to business affairs, trade secrets and knowhow of the supplier and would cause the supplier significant commercial disadvantage or commercial loss if publicised or disclosed.	For as long as this information remains non public and for trade secrets, as long as this information remains a trade secret
PCI Pal SCPS C.1 Social Value Effective Stewardship of the Environment.docx	3	██████████ ██████ Reporting	Paragraph 2 Reporting, 3 rd bullet point	PCI Pal do not have permission to publicise the name of the customer or the nature of the relationship – ██████████ ████████████████████	The duration of the contract

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[illegible]

Schedule 5 (Commercially Sensitive Information)
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Schedule 6 (Reporting and Transparency)
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Schedule 6 (Reporting and Transparency)

- 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 Contract, within the required timescales set out in the Table at paragraph 5.1 below 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.

2 General

- 2.1 The Supplier shall work with the Buyer to establish and maintain an effective and beneficial working relationship to ensure the Contract is delivered as specified.
- 2.2 The Supplier shall work with the Buyer to establish suitable administrative arrangements for the effective management and performance monitoring of the Contract and shall provide information as requested to monitor and evaluate the success of the Contract and the Supplier's management and delivery of it.

Schedule 6 (Reporting and Transparency)

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- 2.3 The Supplier shall supply information requested relevant to the delivery of the Services to the Buyer, using formats and to timescales specified by the Buyer in this Schedule.
- 2.4 The Buyer reserves the right to make reasonable requests for information (at no additional charge) from the Supplier including ad-hoc requests for information from time to time.
- 2.5 Any additional requests for information shall be considered in consultation with the Supplier as shall the process of defining the methods of collection.
- 2.6 Where an ongoing, short-term or one-off requirement is agreed, both Parties agree that it shall be included, or deemed to be included within this Schedule.
- 2.7 Review meetings between the Buyer and the Supplier through the Supplier Relationship and Commercial Management Board (as set out in Clause 6.1 and Schedule 13 (Contract Management) shall also cover, as appropriate, dispute resolution and/or dealing with contractual breaches in accordance with the terms and conditions of this Contract. Roles and responsibilities will be documented, and the Supplier Staff involved in managing the relationship identified and suitably empowered.
- 2.8 Further to the rights granted to the Buyer under this Schedule 6 (Transparency Reports), the Buyer may undertake spot checks at any time to ensure that the Supplier is complying with its obligations under this Contract and the Supplier shall co-operate fully, at its own cost, with the Buyer.
- 2.9 The Supplier must manage and report on any sub-contractual arrangements including by creating and implementing mechanisms for the provision of management information, including feedback to and from customers and stakeholders; change control procedures and the prompt resolution of any problems. The Buyer will agree with the Supplier day-to-day relationship management, contact points, communication flows and escalation procedures.

3 Access

- 3.1 In all instances, the Supplier shall co-operate and provide such reasonable assistance as may be necessary to facilitate such monitoring in relation to the Contract. Failure to provide such reasonable assistance shall be deemed a Default.

4 Health and Safety Responsibilities of the Buyer's Representatives

- 4.1 The Buyer's representatives may visit the Supplier and its Subcontractors for a variety of reasons, including undertaking spot checks in accordance with paragraph 2.8 above. In the course of their normal duties such representatives of the Buyer may make recommendations in relation to the monitoring of health and safety requirements. In doing this the Buyer's

Schedule 6 (Reporting and Transparency)

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representative shall not be conducting a health and safety inspection, nor shall they be in a position to offer advice on whether something is safe or not, which shall remain the responsibility of the Supplier. Instead, they shall approach this from the position of any lay person. If, however, the Buyer's representative does notice something on which they require assurance or clarification, they shall raise this with the Supplier or the Subcontractor's representative at the location where they are visiting. In no event are the Buyer's Representatives to be seen as offering professional advice on health and safety matters and as such, shall not be liable for any advice or comments or otherwise given to the Supplier or its Subcontractors or any omission to give such advice, comments or otherwise.

5 DWP Specific Management Information

- 5.1 The Supplier shall supply information listed below relevant to the delivery of the Services to the Buyer, using formats and to timescales as specified. This includes but is not limited to:

Supplier Information Required	Frequency or Date Required by
Copy of Board Minutes for Parent Company where PCG has been signed	Within six (6) Months of the Effective Date
Supply chain expenditure with SMEs (Quarterly return) (Schedule 6 Para 6)	The Supplier, and where applicable, its Sub-Contractors shall identify the volume of expenditure they undertake with SMEs in the delivery of this Contract and submit this information to the Buyer on a quarterly basis.
Annual Slavery and Human Trafficking Report (Schedule 26 Para 3)	Within six (6) Months of the Effective Date and at least annually thereafter
Diversity and Equality Delivery Plan (Schedule 31 Annex 1 para 2.2)	Within six (6) Months of the Effective Date and at least annually thereafter
Workforce Monitoring Data Template (Schedule 31 Annex 1 para 2.6)	Within six (6) Months of the Effective Date and at least annually thereafter.

Schedule 6 (Reporting and Transparency)

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Sustainable Development Policy Statement & Sustainable Development Plan (Schedule 31 Appendix 4 Para 4.2 and 4.3)	Within six (6) Months of the Effective Date and at least annually thereafter.
Sustainability Report (Schedule 31 Appendix 4 Table C)	Within six (6) Months of the Effective Date and at least annually thereafter.
HMG Baseline Personnel Security Standard - Supplier's Declaration Microsoft Word - HMG Baseline Personnel Security Standard - May 2018 (publishing.service.gov.uk)	Within four (4) weeks of the Effective Date and submitted for each calendar year thereafter within one Month of the end of each calendar year (i.e. by 31 st January for year ending 31 st December)

Schedule 6 (Reporting and Transparency)

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6 Management Charges and Information

- 6.1 In addition to any other management information requirements set out in this Contract, the Supplier agrees and acknowledges that it shall, at no charge to the Buyer, provide timely, full, accurate and complete management information reports for SME's to the Buyer in the format requested by the Buyer from time to time, and in any event, shall include:
- a) the total contract revenue received directly on the Contract;
 - b) the total value of sub-contracted revenues under the contract (including revenues for non-SMEs/non-VCSEs); and
 - c) the total value of sub-contracted revenues to SMEs and VCSEs.
- 6.2 The SME Management Information Reports shall be provided in the format as required by the Authority from time to time.

Schedule 6 (Reporting and Transparency)

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Annex A: List of Transparency Reports

Title	Content	Format	Frequency
Key Performance Indicators & Subsidiary Performance Indicators	Top 3 KPI as per Cabinet Office guidance: <ul style="list-style-type: none"> • SLA 1 – PCI Voice Agents Availability (Inbound) • SLA 2 – PCI Voice Agents Availability (Outbound) • SLA 3 – Customer Payment Service Availability As detailed at Schedule 10 Annex A to Part A Table 1	To be agreed between the parties no later than one month post Effective Date	Calendar monthly in arrears
Key Subcontractors	List of all Sub-contractors with confirmation of any payment due being made in line with Prompt Payment Policy PPN01/18	To be agreed between the parties no later than one month post contract award	Annually
Social Responsibility	Equality & Diversity Plan Supplier Modern Slavery Statement Sustainability Life Chances	To be agreed between the parties no later than one month post contract award	Annually
Contract Management	GDPR Compliance (certificate only) Compliance to ISO27001, ISO27000 and ISO20000 (certificate only)	To be agreed between the parties no later than one month post contract award	Annually Annually

Schedule 7 (Staff Transfer)

1. Definitions

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

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

Schedule 7 (Staff Transfer), Crown Copyright 2023,

	<p>(f) claims whether in tort, contract or statute or otherwise;</p> <p>(g) any investigation by the Equality and Human Rights Commission or other enforcement, regulatory or supervisory body and of implementing any requirements which may arise from such investigation;</p>
"Fair Deal Employees"	as defined in Part D;
"Former Supplier"	a supplier supplying the Services to the Buyer before any Relevant Transfer Date that are the same as or substantially similar to the Services (or any part of the Services) and shall include any subcontractor of such supplier (or any subcontractor of any such subcontractor);
"New Fair Deal"	<p>the revised Fair Deal position set out in the HM Treasury guidance: <i>"Fair Deal for staff pensions: staff transfer from central government"</i> issued in October 2013 including:</p> <p>(a) any amendments to that document immediately prior to the Relevant Transfer Date;</p> <p>(b) any similar pension protection in accordance with the Annexes D1-D3 inclusive to Part D of this Schedule as notified to the Supplier by the Buyer;</p>
"Notified Subcontractor"	a Subcontractor identified in the Annex to this Schedule to whom Transferring Buyer Employees and/or Transferring Former Supplier Employees will transfer on a Relevant Transfer Date;
"Old Fair Deal"	HM Treasury Guidance <i>"Staff Transfers from Central Government: A Fair Deal for Staff Pensions"</i> issued in June 1999 including the supplementary guidance <i>"Fair Deal for Staff pensions: Procurement of Bulk Transfer Agreements and Related Issues"</i> issued in June 2004;

Schedule 7 (Staff Transfer), Crown Copyright 2023,

"Partial Termination"	the partial termination of the relevant Contract to the extent that it relates to the provision of any part of the Services as further provided for in Clause 14.4 (When the Buyer can end this contract) or 14.6 (When the Supplier can end the contract);
"Replacement Subcontractor"	a subcontractor of the Replacement Supplier to whom Transferring Supplier Employees will transfer on a Service Transfer Date (or any subcontractor of any such subcontractor);
"Relevant Transfer"	a transfer of employment to which the Employment Regulations applies;
"Relevant Transfer Date"	in relation to a Relevant Transfer, the date upon which the Relevant Transfer takes place, and for the purposes of Part D and its Annexes, where the Supplier or a Subcontractor was the Former Supplier and there is no Relevant Transfer of the Fair Deal Employees because they remain continuously employed by the Supplier (or Subcontractor), references to the Relevant Transfer Date shall become references to the Start Date;
"Service Transfer"	any transfer of the Services (or any part of the Services), for whatever reason, from the Supplier or any Subcontractor to a Replacement Supplier or a Replacement Subcontractor;
"Service Transfer Date"	the date of a Service Transfer or, if more than one, the date of the relevant Service Transfer as the context requires;
"Staffing Information"	in relation to all persons identified on the Supplier's Provisional Supplier Staff List or Supplier's Final Supplier Staff List, as the case may be, all information required in Annex E2 (Table of Staffing Information) in the format specified and with the identities of Data Subjects anonymised where possible. The Buyer may acting reasonably make changes to the format or information requested in Annex E2 from time to time.
"Statutory Schemes"	means the CSPS, NHSPS or LGPS as defined in the Annexes to Part D of this Schedule;

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"Supplier's Final Supplier Staff List"	a list provided by the Supplier of all Supplier Staff whose will transfer under the Employment Regulations on the Service Transfer Date;
"Supplier's Provisional Supplier Staff List"	a list prepared and updated by the Supplier of all Supplier Staff who are at the date of the list wholly or mainly engaged in or assigned to the provision of the Services or any relevant part of the Services which it is envisaged as at the date of such list will no longer be provided by the Supplier;
"Transferring Buyer Employees"	those employees of the Buyer to whom the Employment Regulations will apply on the Relevant Transfer Date;
"Transferring Former Supplier Employees"	in relation to a Former Supplier, those employees of the Former Supplier to whom the Employment Regulations will apply on the Relevant Transfer Date; and
"Transferring Supplier Employees"	those employees of the Supplier and/or the Supplier's Subcontractors to whom the Employment Regulations will apply on the Relevant Transfer Date.

2. Interpretation

Where a provision in this Schedule imposes any obligation on the Supplier including to comply with a requirement or provide an indemnity, undertaking or warranty, the Supplier shall procure that each of its Subcontractors shall comply with such obligation and provide such indemnity, undertaking or warranty to the Buyer, Former Supplier, Replacement Supplier or Replacement Subcontractor, as the case may be and where the Subcontractor fails to satisfy any claims under such indemnities the Supplier will be liable for satisfying any such claim as if it had provided the indemnity itself.

3. Which parts of this Schedule apply

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

- 3.1 Part A (Staff Transfer At Operational Services Commencement Date – Transferring Employees from the Buyer to the Supplier) - Not Applicable;
- 3.2 Part B (Staff Transfer At Operational Services Commencement Date – Transfer From Former Supplier) - Not Applicable;
- 3.3 Part C (No Staff Transfer Expected On Operational Services Commencement Date);
- 3.4 Part D (*Pensions*):
 - 3.4.1 Annex D1 (CSPS); - Not Applicable
 - 3.4.2 N/A - Annex D2NHSPS); - Not Applicable

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- 3.4.3 N/A - Annex D3 (LGPS); - Not Applicable
- 3.4.4 N/A - Annex D4 (Other Schemes). - Not Applicable
- 3.5 Part E (Staff Transfer on Exit) of this Schedule will always apply to this Contract, including:
 - 3.5.1 Annex E1 (List of Notified Subcontractors);
 - 3.5.2 Annex E2 (Staffing Information).

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Part A: Staff Transfer at the Start Date

Transferring Employees from the Buyer to the Supplier

NOT USED

Part B: Staff transfer at the Start Date

Transfer from a Former Supplier on Re-procurement

NOT USED

Part C: No Staff Transfer on the Start Date

1. What happens if there is a staff transfer

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

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

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

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

2. Limits on the Former Supplier's obligations

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

Part D: Pensions

1. Definitions

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

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

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"Fair Deal Employees"	<p>those:</p> <ul style="list-style-type: none"> (a) Transferring Buyer Employees; and/or (b) Transferring Former Supplier Employees; and/or (c) employees who are not Transferring Buyer Employees or Transferring Former Supplier Employees but to whom the Employment Regulations apply on the Relevant Transfer Date to transfer their employment to the Supplier or a Subcontractor, and whose employment is not terminated in accordance with the provisions of Paragraphs 2.3.4 of Parts A or B or Paragraph 1.2.4 of Part C; (d) where the Former Supplier becomes the Supplier those employees; <p>who at the Start Date or Relevant Transfer Date (as appropriate) are or become entitled to New Fair Deal protection in respect of any of the Statutory Schemes as notified by the Buyer;</p>
"Fair Deal Schemes"	means the relevant Statutory Scheme or a Broadly Comparable pension scheme;
"Fund Actuary"	means Fund Actuary as defined in Annex D3 to this Part D;
"LGPS"	the schemes as defined in Annex D3 to this Part D;
"NHSPS"	the schemes as defined in Annex D2 to this Part D; and
"New Fair Deal"	<p>the revised Fair Deal position set out in the HM Treasury guidance: <i>"Fair Deal for Staff Pensions: Staff Transfer from Central Government"</i> issued in October 2013 including:</p> <ul style="list-style-type: none"> (a) any amendments to that document immediately prior to the Relevant Transfer Date; and (b) any similar pension protection in accordance with the subsequent Annex D1-D3 inclusive as notified to the Supplier by the Buyer.

2. Supplier obligations to participate in the pension schemes

- 2.1 In respect of all or any Fair Deal Employees each of Annex D1: CSPS, Annex D2: NHSPS and/or Annex D3: LGPS shall apply, as appropriate.

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- 2.2 The Supplier undertakes to do all such things and execute any documents (including any relevant Admission Agreement and/or Direction Letter/Determination, if necessary) as may be required to enable the Supplier to participate in the appropriate Statutory Scheme in respect of the Fair Deal Employees and shall bear its own costs in such regard.
- 2.3 The Supplier undertakes:
 - 2.3.1 to pay to the Statutory Schemes all such amounts as are due under the relevant Admission Agreement and/or Direction Letter/Determination or otherwise and shall deduct and pay to the Statutory Schemes such employee contributions as are required; and
 - 2.3.2 subject to Paragraph 5 of Annex D3: LGPS to be fully responsible for all other costs, contributions, payments and other amounts relating to its participation in the Statutory Schemes, including for the avoidance of doubt any exit payments and the costs of providing any bond, indemnity or guarantee required in relation to such participation.
- 2.4 Where the Supplier is the Former Supplier (or a Subcontractor is a subcontractor of the Former Supplier) and there is no Relevant Transfer of the Fair Deal Employees because they remain continuously employed by the Supplier (or Subcontractor) at the Start Date, this Part D and its Annexes shall be modified accordingly so that the Supplier (or Subcontractor) shall comply with its requirements from the Start Date or, where it previously provided a Broadly Comparable pension scheme, from the date it is able to close accrual of its Broadly Comparable pension scheme (following appropriate consultation and contractual changes as appropriate) if later. The Supplier (or Subcontractor) shall make arrangements for a bulk transfer from its Broadly Comparable pension scheme to the relevant Statutory Scheme in accordance with the requirements of the previous contract with the Buyer.

3. Supplier obligation to provide information

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

4. Indemnities the Supplier must give

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

5. What happens if there is a dispute

- 5.1 The Dispute Resolution Procedure will not apply to this Part D and any dispute (i) between the Buyer and the Supplier or (ii) between their respective actuaries and/or the Fund Actuary about any of the actuarial matters referred to in this Part D and its Annexes shall in the absence of

agreement between the Buyer and the Supplier be referred to an independent Actuary:

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

6. Other people's rights

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

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

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

8. Transferring New Fair Deal Employees

- 8.1 Save on expiry or termination of this Contract, if the employment of any Fair Deal Employee transfers to another employer (by way of a transfer under the Employment Regulations or other form of compulsory transfer of employment), the Supplier shall and shall procure that any relevant Subcontractor shall:
- 8.1.1 notify the Buyer as far as reasonably practicable in advance of the transfer to allow the Buyer to make the necessary arrangement for participation with the relevant Statutory Scheme(s);

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- 8.1.2 consult with about, and inform those Fair Deal Employees of, the pension provisions relating to that transfer; and
- 8.1.3 procure that the employer to which the Fair Deal Employees are transferred (the "**New Employer**") complies with the provisions of this Part D and its Annexes provided that references to the "Supplier" will become references to the New Employer, references to "Relevant Transfer Date" will become references to the date of the transfer to the New Employer and references to "Fair Deal Employees" will become references to the Fair Deal Employees so transferred to the New Employer.

9. What happens to pensions if this Contract ends

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

10. Broadly Comparable Pension Schemes On The Relevant Transfer Date

- 10.1 If the terms of any of Paragraphs 4 of Annex D2: NHSPS or 3.1 of Annex D3: LGPS applies, the Supplier must (and must, where relevant, procure that each of its Subcontractors will) ensure that, with effect from the Relevant Transfer Date until the day before the Service Transfer Date, the relevant Fair Deal Employees will be eligible for membership of a pension scheme under which the benefits are Broadly Comparable to those provided under the relevant Statutory Scheme, and then on such terms as may be decided by the Buyer.
- 10.2 Such Broadly Comparable pension scheme must be:
 - 10.2.1 established by the Relevant Transfer Date;
 - 10.2.2 a registered pension scheme for the purposes of Part 4 of the Finance Act 2004;
 - 10.2.3 capable of receiving a bulk transfer payment from the relevant Statutory Scheme or from a Former Supplier's Broadly Comparable pension scheme (unless otherwise instructed by the Buyer);
 - 10.2.4 capable of paying a bulk transfer payment to the Replacement Supplier's Broadly Comparable pension scheme (or the relevant Statutory Scheme if applicable) (unless otherwise instructed by the Buyer); and

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

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

11. Broadly Comparable Pension Schemes In Other Circumstances

- 11.1 If the terms of any of Paragraphs 2.2 of Annex D1: CSPS, 5.2 of Annex D2: NHSPS and/or 3.2 of Annex D3: LGPS apply, the Supplier must (and must, where relevant, procure that each of its Subcontractors will) ensure that, with effect from the cessation of participation in the Statutory Scheme, until the day before the Service Transfer Date, the relevant Fair Deal Eligible Employees will be eligible for membership of a pension scheme under which the benefits are Broadly Comparable to those provided under the relevant Statutory Scheme at the date of cessation of participation in the relevant Statutory Scheme, and then on such terms as may be decided by the Buyer.

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11.2 Such Broadly Comparable pension scheme must be:

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

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

- 11.3.1 supply to the Buyer details of its (or its Subcontractor's) Broadly Comparable pension scheme and provide a full copy of the valid certificate of broad comparability (which remains valid as at the date of cessation of participation in the Statutory Scheme) covering all relevant Fair Deal Eligible Employees, as soon as it is able to do so before the cessation of participation in the Statutory Scheme (where possible) and in any event no later than seven (7) days after receipt of the certificate;
- 11.3.2 be fully responsible for all costs, contributions, payments and other amounts relating to the setting up, certification of, ongoing participation in and/or withdrawal and exit from the Broadly Comparable pension scheme, including for the avoidance of doubt any debts arising under section 75 or 75A of the Pensions Act 1995; and
- 11.3.3 where required to do so by the Buyer, instruct any such Broadly Comparable pension scheme's Actuary to provide all such co-operation and assistance in agreeing a bulk transfer process with the Actuary to the relevant Statutory Scheme and to provide all such co-operation and assistance with any other Actuary appointed by the Buyer (where applicable). The Supplier must ensure that day for day and/or pound for pound (as applicable) (or actuarially equivalent where there are benefit differences between the two schemes) credits in the Broadly Comparable pension scheme are provided in respect of any Fair Deal Employee who consents to such a transfer from the Statutory Scheme and the Supplier shall be fully responsible for any costs of providing those credits in excess of the bulk transfer payment received by the Broadly Comparable pension scheme; and
- 11.3.4 provide a replacement Broadly Comparable pension scheme in accordance with this Paragraph 11 with immediate effect for those

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Fair Deal Eligible Employees who are still employed by the Supplier and/or relevant Subcontractor and are still eligible for New Fair Deal protection in the event that the Supplier and/or Subcontractor's Broadly Comparable pension scheme is closed to future accrual and/or terminated. The relevant Fair Deal Eligible Employees must be given the option to transfer their accrued benefits from the previous Broadly Comparable pension scheme to the new Broadly Comparable pension scheme on day for day and/or pound for pound terms (as applicable) (or actuarially equivalent where there are benefit differences between the two schemes).

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

12. Right Of Set-Off

- 12.1 The Buyer shall have a right to set off against any payments due to the Supplier under this Contract an amount equal to:

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

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Direction Letter/Determination in respect of the NHSPS Eligible Employees whether due from the Supplier or from any relevant Subcontractor or due from any third party under any indemnity, bond or guarantee; or

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

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

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

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Annex D1: Civil Service Pensions Schemes (CSPS)

NOT USED

Annex D2: NHS Pension Schemes

NOT USED

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Annex D3: Local Government Pension Schemes (LGPS)

NOT USED

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Annex D4: Other Schemes

NOT USED

Part E: Staff Transfer on Exit

1. Obligations before a Staff Transfer

- 1.1 The Supplier agrees that within twenty (20) Working Days of the earliest of:
 - 1.1.1 receipt of a notification from the Buyer of a Service Transfer or intended Service Transfer;
 - 1.1.2 receipt of the giving of notice of early termination or any Partial Termination of the relevant Contract; and
 - 1.1.3 the date which is twelve (12) Months before the end of the Term; or
 - 1.1.4 receipt of a written request of the Buyer at any time (provided that the Buyer shall only be entitled to make one such request in any six (6) Month period),

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

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

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

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

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

2. Staff Transfer when the contract ends

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

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

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

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

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2.5 Subject to Paragraphs 2.6 and 2.7, if any employee of the Supplier who is not identified in the Supplier's Final Transferring Supplier Employee List claims, or it is determined in relation to any employees of the Supplier, that their contract of employment has been transferred from the Supplier to the Replacement Supplier and/or Replacement Subcontractor pursuant to the Employment Regulations then:

- 2.5.1 the Replacement Supplier and/or Replacement Subcontractor will, within five (5) Working Days of becoming aware of that fact, notify the Buyer and the Supplier in writing;
- 2.5.2 the Supplier may offer employment to such person, or take such other steps as it considered appropriate to resolve the matter, within fifteen (15) Working Days of receipt of notice from the Replacement Supplier and/or Replacement Subcontractor or take such other reasonable steps as it considers appropriate to deal with the matter provided always that such steps are in compliance with Law;
- 2.5.3 if such offer of employment is accepted, or if the situation has otherwise been resolved by the Supplier or a Subcontractor, the Replacement Supplier and/or Replacement Subcontractor shall immediately release the person from its employment or alleged employment;
- 2.5.4 if after the period referred to in Paragraph 2.5.2 no such offer has been made, or such offer has been made but not accepted, or the situation has not otherwise been resolved, the Replacement Supplier and/or Replacement Subcontractor may within 5 Working Days give notice to terminate the employment of such person;

and subject to the Replacement Supplier's and/or Replacement Subcontractor's compliance with Paragraphs 2.5.1 to 2.5.4 the Supplier will indemnify the Replacement Supplier and/or Replacement Subcontractor against all Employee Liabilities arising out of the termination of the employment of any of the Supplier's employees referred to in Paragraph 2.5 provided that the Replacement Supplier takes, or shall procure that the Replacement Subcontractor takes, all reasonable steps to minimise any such Employee Liabilities.

2.6 The indemnity in Paragraph 2.5 shall not apply to:

- 2.6.1 any claim for:
 - (a) discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief; or
 - (b) equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees,
 arising as a result of any alleged act or omission of the Replacement Supplier and/or Replacement Subcontractor; or

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

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

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Staff List, and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer their employment from the Supplier or Subcontractor, to the Replacement Supplier or Replacement Subcontractor to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising on and after the Service Transfer Date;

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

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Annex E1: List of Notified Subcontractors – Not Used

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Annex E2: Staffing Information - Not Used

EMPLOYEE INFORMATION (ANONYMISED)

Name of Transferor: [Insert name of Transferor]

Number of Employees in-scope to transfer: []

EMPLOYEE DETAILS & KEY TERMS							
Details	Job Title	Grade / band	Work Location	Age	Employment status (for example, employee, fixed-term employee, self-employed, agency worker)?	Continuous service date (dd/mm/yy)	Date employment started with existing employer
Emp No 1							
Emp No 2							
Emp No							
Emp No							
Emp No							
Emp No							
Emp No							
Emp No							

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		EMPLOYEE DETAILS & KEY TERMS							
	Details	Contract end date (if fixed term contract or temporary contract)	Contractual notice period	Contractual weekly hours	Regular overtime hours per week	Mobility or flexibility clause in contract?	Previously TUPE transferred to organisation? If so, please specify (i) date of transfer, (ii) name of transferor, and (iii) whether ex public sector	Any collective agreements?	
	Emp No 1								
	Emp No 2								
	Emp No								
	Emp No								
	Emp No								
	Emp No								
	Emp No								
		ASSIGNMENT		CONTRACTUAL PAY AND BENEFITS					
	Details	% of working time dedicated to the provision of services under the contract	Salary (or hourly rate of pay)	Payment interval (weekly / fortnightly / monthly)	Bonus payment for previous 12 months (please specify whether contractual or discretionary entitlement)	Pay review method	Frequency of pay reviews	Agreed pay increases	Next pay review date
	Emp No 1								
	Emp No 2								

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	Emp No								
	Emp No								
	Emp No								
	Emp No								
	Emp No								
CONTRACTUAL PAY AND BENEFITS									
Details	Any existing or future commitment to training that has a time-off or financial implication	Car allowance (£ per year)	Lease or company car details	Any other allowances paid (e.g. shift allowance, standby allowance, travel allowance)	Private medical insurance (please specify whether single or family cover)	Life assurance (xSalary)	Long Term Disability / PHI (% of Salary)	Any other benefits in kind	
Emp No 1									
Emp No 2									
Emp No									
Emp No									
Emp No									
Emp No									
Emp No									

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CONTRACTUAL PAY AND BENEFITS						
Details	Annual leave entitlement (excluding bank holidays)	Bank holiday entitlement	Method of calculating holiday pay (i.e. based on fixed salary only or incl. entitlements to variable remuneration such as bonuses, allowances, commission or overtime pay?)	Maternity or paternity or shared parental leave entitlement and pay	Sick leave entitlement and pay	Redundancy pay entitlement (statutory / enhanced / contractual / discretionary)
Emp No 1						
Emp No 2						
Emp No						
Emp No						
Emp No						
Emp No						
Emp No						

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PENSIONS						
Details	Employee pension contribution rate	Employer pension contribution rate	Please provide the name of the pension scheme and a link to the pension scheme website	Is the scheme an occupational pension scheme as defined in the Pension Schemes Act 1993?	If the scheme is not an occupational pension scheme, what type of scheme is it? E.g. personal pension scheme?	Type of pension provision e.g. defined benefit (CARE or final salary, and whether a public sector scheme e.g. CSPA, NHSPS, LGPS etc. or a broadly comparable scheme) or a defined contribution scheme or an auto enrolment master trust?
Emp No 1						
Emp No 2						
Emp No						
Emp No						
Emp No						
Emp No						
Emp No						

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	PENSIONS					
Details	If the Employee is in the Local Government Pension Scheme, please supply details of Fund and Administering Authority.	If the Employee is in the Civil Service Pension Scheme, please provide details of the Admission Agreement.	If the Employee is in the NHSPS, please provide details of the Direction Letter.	If the Employee is in a broadly comparable pension scheme, please supply a copy of the GAD certificate of Broad Comparability.	Did Fair Deal or any other similar pension protection for ex-public sector employees apply to the employee when they TUPE transferred into your employment? If so, what was the nature of that protection (e.g. right to participate in a public sector pension scheme, or a broadly comparable scheme, or to bulk transfer past pension service into their current scheme)?	If Fair Deal, Best Value or other pension protection applied, which public sector employer did they originally transfer out of and when?
Emp No 1						
Emp No 2						
Emp No						
Emp No						
Emp No						
Emp No						
Emp No						
	OTHER					
Details	Security Check Level	Security Clearance Expiry date	Additional info or comments			
Emp No 1						
Emp No 2						
Emp No						
Emp No						

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Emp No			
Emp No			
Emp No			

Schedule 8 (Implementation Plan and Testing)

Application of this Schedule

The Supplier is also the incumbent supplier and is therefore currently delivering the Services to the Buyer under the current contract. The Supplier therefore prepared its Tender on the basis that Implementation will not be necessary in practice. The deliverable items set out in Annex 1 are in place as of the Effective Date and the Supplier shall deliver the Services under this Contract, in full, from the Effective Date. The Parties therefore agree that the provisions in this Schedule shall not apply.

Part A - Implementation

1. Definitions

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

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

2. Agreeing and following the Implementation Plan

- 2.1 A draft of the Implementation Plan is set out in the Annex to this Schedule. The Supplier shall provide a further draft Implementation Plan 10 days after the Effective Date.
- 2.2 The draft Implementation Plan:
- 2.2.1 must contain information at the level of detail necessary to manage the implementation stage effectively and as the Buyer may otherwise require; and
 - 2.2.2 it shall take account of all Dependencies known to, or which should reasonably be known to, the Supplier.

Schedule 8 (Implementation Plan and Testing)

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- 2.3 Following receipt of the draft Implementation Plan from the Supplier, the Parties shall use reasonable endeavours to agree the contents of the Implementation Plan. If the Parties are unable to agree the contents of the Implementation Plan within twenty (20) Working Days of its submission, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.
- 2.4 The Supplier shall provide each of the Deliverable Items identified in the Implementation Plan by the date assigned to that Deliverable Item in the Implementation Plan so as to ensure that each Milestone identified in the Implementation Plan is Achieved on or before its Milestone Date.
- 2.5 The Supplier shall monitor its performance against the Implementation Plan and Milestones (if any) and report to the Buyer on such performance.

3. Reviewing and changing the Implementation Plan

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

4. Security requirements before the Start Date

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

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- 4.6 If a property requires Supplier Staff or Subcontractors to be accompanied by the Buyer's Authorised Representative, the Buyer must be given reasonable notice of such a requirement, except in the case of emergency access.

5. What to do if there is a Delay

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

6. Compensation for a Delay

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

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7. Implementation Plan

- 7.1 The Implementation Period will be as set out in the Implementation Plan but no more than a six (6) Month period. The Implementation Period will be deemed completed when the First Live Payment Call, as set out in the Table (Implementation Plan) at Annex A, is successfully taken.
- 7.2 During the Implementation Period, the Supplier as the incumbent supplier shall retain full responsibility for all existing services until the Start Date or as otherwise formally agreed with the Buyer. The Supplier's full-service obligations under this Contract shall formally be assumed on the Start Date as set out in Award Form.
- 7.3 In accordance with the Implementation Plan, the Supplier shall:
 - 7.3.1 work cooperatively and in partnership with the Buyer to understand the scope of Services to ensure a mutually beneficial handover of the Services;
 - 7.3.2 work with the Buyer to assess the scope of the Services and prepare a plan which demonstrates how they will mobilise the Services;
and
 - 7.3.3 produce an Implementation Plan, to be agreed by the Buyer, for carrying out the requirements within the Implementation Period including, key Milestones and Dependencies.
- 7.4 The Implementation Plan will include detail stating:
 - 7.4.1 how the Supplier will work with the Buyer Authorised Representative to capture and load up information such as asset data; and
 - 7.4.2 a communications plan, to be produced and implemented by the Supplier, but to be agreed with the Buyer, including the frequency, responsibility for and nature of communication with the Buyer and end users of the Services.
- 7.5 In addition, the Supplier shall:
 - 7.5.1 appoint a Supplier Authorised Representative who shall be responsible for the management of the Implementation Period, to ensure that the Implementation Period is planned and resourced adequately, and who will act as a point of contact for the Buyer;
 - 7.5.2 mobilise all the Services specified in the Specification within the Contract;
 - 7.5.3 produce an Implementation Plan report for each Buyer Premises to encompass programmes that will fulfil all the Buyer's obligations to landlords and other tenants:
 - a) the format of reports and programmes shall be in accordance with the Buyer's requirements and particular attention shall be paid to establishing the operating requirements of the occupiers when preparing these programmes which are subject to the Buyer's approval; and

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- b) the Parties shall use reasonable endeavours to agree the contents of the report but if the Parties are unable to agree the contents within twenty (20) Working Days of its submission by the Supplier to the Buyer, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.
- 7.5.4 manage and report progress against the Implementation Plan;
- 7.5.5 construct and maintain an Implementation risk and issue register in conjunction with the Buyer detailing how risks and issues will be effectively communicated to the Buyer in order to mitigate them;
- 7.5.6 attend progress meetings (frequency of such meetings shall be as set out in the Award Form) in accordance with the Buyer's requirements during the Implementation Period. Implementation meetings shall be chaired by the Buyer and all meeting minutes shall be kept and published by the Supplier; and
- 7.5.7 ensure that all risks associated with the Implementation Period are minimised to ensure a seamless change of control between incumbent supplier and the Supplier.

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Annex 1: Implementation Plan

The Implementation Plan is set out below and the Milestones to be Achieved are identified below:

Milestone	Deliverable Items	Duration	Milestone Date	Buyer Responsibilities	Milestone Payments	Delay Payments
Start Date	Contract Start Date	1 Day	01/10/24	N/A	N/A	N/A
Completion of Build, Test and start Transition	1. Complete Project Build to include: <ul style="list-style-type: none"> • Network circuit provisioning – order submitted • Network circuit provisioning – circuits live • Firewalls configured • Pay page - live • New Service testing complete • Outbound Calls Service – Live • Debt Calls Service – Live • CMG Calls Service – Live 	1 Day	01/10/24	N/A	N/A. No Milestone Payments will be payable.	N/A

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	<ul style="list-style-type: none"> • Ready to take First Live Payment Call 2. Signed Test Certificate 3. Start Transition					
First Live Payment Call Taken	The Date of the first Successful Live Payment Call Taken	1 Day	01/10/24	N/A	N/A	N/A
Retention	Supplier meets required SLAs as detailed at Schedule 10 Annex A Table 1	1 Day	01/10/24	N/A	N/A No Milestone Payments will be payable.	N/A

The Milestones will be Achieved in accordance with this Part A of this Schedule.

For the purposes of Paragraph 6.1.2b) the Delay Period Limit shall be **30 Days**

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Part B - Testing

1. Definitions

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

"Component"	any constituent parts of the Deliverables;
"Material Test Issue"	a Test Issue of Severity Level 1 or Severity Level 2;
"Satisfaction Certificate"	a certificate materially in the form of the document contained in Annex 2 issued by the Buyer when a Deliverable and/or Milestone has satisfied its relevant Test Success Criteria;
"Severity Level"	the level of severity of a Test Issue, the criteria for which are described in Annex 1;
"Test Issue Management Log"	a log for the recording of Test Issues as described further in Paragraph 8.1 of this Schedule;
"Test Issue Threshold"	in relation to the Tests applicable to a Milestone, a maximum number of Severity Level 3, Severity Level 4 and Severity Level 5 Test Issues as set out in the relevant Test Plan;
"Test Reports"	the reports to be produced by the Supplier setting out the results of Tests;
"Test Specification"	the specification that sets out how Tests will demonstrate that the Test Success Criteria have been satisfied, as described in more detail in Paragraph 6.2 of this Schedule;
"Test Strategy"	a strategy for the conduct of Testing as described further in Paragraph 3.2 of this Schedule;
"Test Success Criteria"	in relation to a Test, the test success criteria for that Test as referred to in Paragraph 5 of this Schedule;

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"Test Witness"

any person appointed by the Buyer pursuant to Paragraph 9 of this Schedule; and

"Testing Procedures"

the applicable testing procedures and Test Success Criteria set out in this Schedule.

2. How testing should work

- 2.1 All Tests conducted by the Supplier shall be conducted in accordance with the Test Strategy, Test Specification, and the Test Plan.
- 2.2 The Supplier shall not submit any Deliverable for Testing:
 - 2.2.1 unless the Supplier is reasonably confident that it will satisfy the relevant Test Success Criteria.
 - 2.2.2 until the Buyer has issued a Satisfaction Certificate in respect of any prior, dependant Deliverable(s); and
 - 2.2.3 until the Parties have agreed the Test Plan and the Test Specification relating to the relevant Deliverable(s).
- 2.3 The Supplier shall use reasonable endeavours to submit each Deliverable for Testing or re-Testing by or before the date set out in the Implementation Plan for the commencement of Testing in respect of the relevant Deliverable.
- 2.4 Prior to the issue of a Satisfaction Certificate, the Buyer shall be entitled to review the relevant Test Reports and the Test Issue Management Log.

3. Planning for testing

- 3.1 The Supplier shall develop the final Test Strategy as soon as practicable after the Start Date but in any case, no later than twenty (20) Working Days after the Start Date.
- 3.2 The final Test Strategy shall include:
 - 3.2.1 an overview of how Testing will be conducted in relation to the Implementation Plan;
 - 3.2.2 the process to be used to capture and record Test results and the categorisation of Test Issues;
 - 3.2.3 the procedure to be followed should a Deliverable fail a Test, fail to satisfy the Test Success Criteria or where the Testing of a Deliverable produces unexpected results, including a procedure for the resolution of Test Issues;
 - 3.2.4 the procedure to be followed to sign off each Test;
 - 3.2.5 the process for the production and maintenance of Test Reports and a sample plan for the resolution of Test Issues;
 - 3.2.6 the names and contact details of the Buyer and the Supplier's Test representatives;

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- 3.2.7 a high level identification of the resources required for Testing including Buyer and/or third party involvement in the conduct of the Tests;
- 3.2.8 the technical environments required to support the Tests; and
- 3.2.9 the procedure for managing the configuration of the Test environments.

4. Preparing for Testing

- 4.1 The Supplier shall develop Test Plans and submit these for Approval as soon as practicable but in any case, no later than twenty (20) Working Days prior to the start date for the relevant Testing as specified in the Implementation Plan.
- 4.2 Each Test Plan shall include as a minimum:
 - 4.2.1 the relevant Test definition and the purpose of the Test, the Milestone to which it relates, the requirements being Tested and, for each Test, the specific Test Success Criteria to be satisfied; and
 - 4.2.2 a detailed procedure for the Tests to be carried out.
- 4.3 The Buyer shall not unreasonably withhold or delay its approval of the Test Plan provided that the Supplier shall implement any reasonable requirements of the Buyer in the Test Plan.

5. Passing Testing

- 5.1 The Test Success Criteria for all Tests shall be agreed between the Parties as part of the relevant Test Plan pursuant to Paragraph 4.

6. How Deliverables will be tested

- 6.1 Following approval of a Test Plan, the Supplier shall develop the Test Specification for the relevant Deliverables as soon as reasonably practicable and in any event at least 10 Working Days prior to the start of the relevant Testing (as specified in the Implementation Plan).
- 6.2 Each Test Specification shall include as a minimum:
 - 6.2.1 the specification of the Test data, including its source, scope, volume and management, a request (if applicable) for relevant Test data to be provided by the Buyer and the extent to which it is equivalent to live operational data;
 - 6.2.2 a plan to make the resources available for Testing;
 - 6.2.3 Test scripts;
 - 6.2.4 Test pre-requisites and the mechanism for measuring them; and
 - 6.2.5 expected Test results, including:
 - a) a mechanism to be used to capture and record Test results; and
 - b) a method to process the Test results to establish their content.

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7. Performing the tests

- 7.1 Before submitting any Deliverables for Testing the Supplier shall subject the relevant Deliverables to its own internal quality control measures.
- 7.2 The Supplier shall manage the progress of Testing in accordance with the relevant Test Plan and shall carry out the Tests in accordance with the relevant Test Specification. Tests may be witnessed by the Test Witnesses in accordance with Paragraph 9.3.
- 7.3 The Supplier shall notify the Buyer at least 10 Working Days in advance of the date, time and location of the relevant Tests and the Buyer shall ensure that the Test Witnesses attend the Tests.
- 7.4 The Buyer may raise and close Test Issues during the Test witnessing process.
- 7.5 The Supplier shall provide to the Buyer in relation to each Test:
 - 7.5.1 a draft Test Report not less than 2 Working Days prior to the date on which the Test is planned to end; and
 - 7.5.2 the final Test Report within 5 Working Days of completion of Testing.
- 7.6 Each Test Report shall provide a full report on the Testing conducted in respect of the relevant Deliverables, including:
 - 7.6.1 an overview of the Testing conducted;
 - 7.6.2 identification of the relevant Test Success Criteria that have/have not been satisfied together with the Supplier's explanation of why any criteria have not been met;
 - 7.6.3 the Tests that were not completed together with the Supplier's explanation of why those Tests were not completed;
 - 7.6.4 the Test Success Criteria that were satisfied, not satisfied or which were not tested, and any other relevant categories, in each case grouped by Severity Level in accordance with Paragraph 8.1; and
 - 7.6.5 the specification for any hardware and software used throughout Testing and any changes that were applied to that hardware and/or software during Testing.
- 7.7 When the Supplier has completed a Milestone it shall submit any Deliverables relating to that Milestone for Testing.
- 7.8 Each party shall bear its own costs in respect of the Testing. However, if a Milestone is not Achieved the Buyer shall be entitled to recover from the Supplier, any reasonable additional costs it may incur as a direct result of further review or re-Testing of a Milestone.
- 7.9 If the Supplier successfully completes the requisite Tests, the Buyer shall issue a Satisfaction Certificate as soon as reasonably practical following such successful completion. Notwithstanding the issuing of any Satisfaction Certificate, the Supplier shall remain solely responsible for ensuring that the Deliverables are implemented in accordance with this Contract.

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8. Discovering Problems

- 8.1 Where a Test Report identifies a Test Issue, the Parties shall agree the classification of the Test Issue using the criteria specified in Annex 1 and the Test Issue Management Log maintained by the Supplier shall log Test Issues reflecting the Severity Level allocated to each Test Issue.
- 8.2 The Supplier shall be responsible for maintaining the Test Issue Management Log and for ensuring that its contents accurately represent the current status of each Test Issue at all relevant times. The Supplier shall make the Test Issue Management Log available to the Buyer upon request.
- 8.3 The Buyer shall confirm the classification of any Test Issue unresolved at the end of a Test in consultation with the Supplier. If the Parties are unable to agree the classification of any unresolved Test Issue, the Dispute shall be dealt with in accordance with the Dispute Resolution Procedure using the Expedited Dispute Timetable.

9. Test witnessing

- 9.1 The Buyer may, in its sole discretion, require the attendance at any Test of one or more Test Witnesses selected by the Buyer, each of whom shall have appropriate skills to fulfil the role of a Test Witness.
- 9.2 The Supplier shall give the Test Witnesses access to any documentation and Testing environments reasonably necessary and requested by the Test Witnesses to perform their role as a Test Witness in respect of the relevant Tests.
- 9.3 The Test Witnesses:
 - 9.3.1 shall actively review the Test documentation;
 - 9.3.2 will attend and engage in the performance of the Tests on behalf of the Buyer so as to enable the Buyer to gain an informed view of whether a Test Issue may be closed or whether the relevant element of the Test should be re-Tested;
 - 9.3.3 shall not be involved in the execution of any Test;
 - 9.3.4 shall be required to verify that the Supplier conducted the Tests in accordance with the Test Success Criteria and the relevant Test Plan and Test Specification;
 - 9.3.5 may produce and deliver their own, independent reports on Testing, which may be used by the Buyer to assess whether the Tests have been Achieved;
 - 9.3.6 may raise Test Issues on the Test Issue Management Log in respect of any Testing; and
- 9.4 may require the Supplier to demonstrate the modifications made to any defective Deliverable before a Test Issue is closed.

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10. Auditing the quality of the test

- 10.1 The Buyer or an agent or contractor appointed by the Buyer may perform on-going quality audits in respect of any part of the Testing (each a "**Testing Quality Audit**") subject to the provisions set out in the agreed Quality Plan.
- 10.2 The Supplier shall allow sufficient time in the Test Plan to ensure that adequate responses to a Testing Quality Audit can be provided.
- 10.3 The Buyer will give the Supplier at least 5 Working Days' written notice of the Buyer's intention to undertake a Testing Quality Audit.
- 10.4 The Supplier shall provide all reasonable necessary assistance and access to all relevant documentation required by the Buyer to enable it to carry out the Testing Quality Audit.
- 10.5 If the Testing Quality Audit gives the Buyer concern in respect of the Testing Procedures or any Test, the Buyer shall prepare a written report for the Supplier detailing its concerns and the Supplier shall, within a reasonable timeframe, respond in writing to the Buyer's report.
- 10.6 In the event of an inadequate response to the written report from the Supplier, the Buyer (acting reasonably) may withhold a Satisfaction Certificate until the issues in the report have been addressed to the reasonable satisfaction of the Buyer.

11. Outcome of the testing

- 11.1 The Buyer will issue a Satisfaction Certificate when the Deliverables satisfy the Test Success Criteria in respect of that Test without any Test Issues.
- 11.2 If the Deliverables (or any relevant part) do not satisfy the Test Success Criteria then the Buyer shall notify the Supplier and:
 - 11.2.1 the Buyer may issue a Satisfaction Certificate conditional upon the remediation of the Test Issues;
 - 11.2.2 the Buyer may extend the Test Plan by such reasonable period or periods as the Parties may reasonably agree and require the Supplier to rectify the cause of the Test Issue and re-submit the Deliverables (or the relevant part) to Testing; or
 - 11.2.3 where the failure to satisfy the Test Success Criteria results, or is likely to result, in the failure (in whole or in part) by the Supplier to meet a Milestone, then without prejudice to the Buyer's other rights and remedies, such failure shall constitute a material Default.
- 11.3 The Buyer shall be entitled, without prejudice to any other rights and remedies that it has under this Contract, to recover from the Supplier any reasonable additional costs it may incur as a direct result of further review or re-Testing which is required for the Test Success Criteria for that Deliverable to be satisfied.

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- 11.4 The Buyer shall issue a Satisfaction Certificate in respect of a given Milestone as soon as is reasonably practicable following:
 - 11.4.1 the issuing by the Buyer of Satisfaction Certificates and/or conditional Satisfaction Certificates in respect of all Deliverables related to that Milestone which are due to be Tested; and
 - 11.4.2 performance by the Supplier to the reasonable satisfaction of the Buyer of any other tasks identified in the Implementation Plan as associated with that Milestone.
- 11.5 The grant of a Satisfaction Certificate shall entitle the Supplier to the receipt of a payment in respect of that Milestone in accordance with the provisions of any Implementation Plan and Clause 4 (Pricing and payments).
- 11.6 If a Milestone is not Achieved, the Buyer shall promptly issue a report to the Supplier setting out the applicable Test Issues and any other reasons for the relevant Milestone not being Achieved.
- 11.7 If there are Test Issues but these do not exceed the Test Issues Threshold, then provided there are no Material Test Issues, the Buyer shall issue a Satisfaction Certificate.
- 11.8 If there is one or more Material Test Issue(s), the Buyer shall refuse to issue a Satisfaction Certificate and, without prejudice to the Buyer's other rights and remedies, such failure shall constitute a material Default.
- 11.9 If there are Test Issues which exceed the Test Issues Threshold but there are no Material Test Issues, the Buyer may at its discretion (without waiving any rights in relation to the other options) choose to issue a Satisfaction Certificate conditional on the remediation of the Test Issues in accordance with an agreed Rectification Plan provided that:
 - 11.9.1 any Rectification Plan shall be agreed before the issue of a conditional Satisfaction Certificate unless the Buyer agrees otherwise (in which case the Supplier shall submit a Rectification Plan for approval by the Buyer within 10 Working Days of receipt of the Buyer's report pursuant to Paragraph 10.5); and
 - 11.9.2 where the Buyer issues a conditional Satisfaction Certificate, it may (but shall not be obliged to) revise the failed Milestone Date and any subsequent Milestone Date.

12. Risk

- 12.1 The issue of a Satisfaction Certificate and/or a conditional Satisfaction Certificate shall not:
 - 12.1.1 operate to transfer any risk that the relevant Deliverable or Milestone is complete or will meet and/or satisfy the Buyer's requirements for that Deliverable or Milestone; or
 - 12.1.2 affect the Buyer's right subsequently to reject all or any element of the Deliverables and/or any Milestone to which a Satisfaction Certificate relates.

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Annex 1: Test Issues – Severity Levels

1. Severity 1 Error

- 1.1 This is an error that causes non-recoverable conditions, e.g. it is not possible to continue using a Component.

2. Severity 2 Error

- 2.1 This is an error for which, as reasonably determined by the Buyer, there is no practicable workaround available, and which:
 - 2.1.1 causes a Component to become unusable;
 - 2.1.2 causes a lack of functionality, or unexpected functionality, that has an impact on the current Test; or
 - 2.1.3 has an adverse impact on any other Component(s) or any other area of the Deliverables.

3. Severity 3 Error

- 3.1 This is an error which:
 - 3.1.1 causes a Component to become unusable;
 - 3.1.2 causes a lack of functionality, or unexpected functionality, but which does not impact on the current Test; or
 - 3.1.3 has an impact on any other Component(s) or any other area of the Deliverables;

but for which, as reasonably determined by the Buyer, there is a practicable workaround available;

4. Severity 4 Error

- 4.1 This is an error which causes incorrect functionality of a Component or process, but for which there is a simple, Component based, workaround, and which has no impact on the current Test, or other areas of the Deliverables.

5. Severity 5 Error

- 5.1 This is an error that causes a minor problem, for which no workaround is required, and which has no impact on the current Test, or other areas of the Deliverables.

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Annex 2: Satisfaction Certificate

To: [insert name of Supplier]

From: [insert name of Buyer]

[insert Date dd/mm/yyyy]

Dear Sirs,

Satisfaction Certificate

Deliverable/Milestone(s): [Insert relevant description of the agreed Deliverables/Milestones].

We refer to the agreement ("**Contract**") [insert Contract reference number] relating to the provision of the [insert description of the Deliverables] between the [*insert Buyer name*] ("**Buyer**") and [*insert Supplier name*] ("**Supplier**") dated [*insert Start Date dd/mm/yyyy*].

The definitions for any capitalised terms in this certificate are as set out in the Contract.

[We confirm that all the Deliverables relating to [insert relevant description of Deliverables/agreed Milestones and/or reference number(s) from the Implementation Plan] have been tested successfully in accordance with the Test Plan [or that a conditional Satisfaction Certificate has been issued in respect of those Deliverables that have not satisfied the relevant Test Success Criteria].

[OR]

[This Satisfaction Certificate is granted on the condition that any Test Issues are remedied in accordance with the Rectification Plan attached to this certificate.]

[You may now issue an invoice in respect of the Milestone Payment associated with this Milestone in accordance with Clause 4 (Pricing and payments)].

Yours faithfully

[insert Name]

[insert Position]

acting on behalf of [insert name of Buyer]

Schedule 9 (Installation Works)

1. When this Schedule should be used

- 1.1 This Schedule is designed to provide additional provisions necessary to facilitate the provision of Deliverables requiring installation by the Supplier.

2. How things must be installed

- 2.1 Where the Supplier reasonably believes, it has completed the Installation Works it shall notify the Buyer in writing. Following receipt of such notice, the Buyer shall inspect the Installation Works and shall, by giving written notice to the Supplier:
- 2.1.1 accept the Installation Works, or
 - 2.1.2 reject the Installation Works and provide reasons to the Supplier if, in the Buyer's reasonable opinion, the Installation Works do not meet the requirements set out in the Award Form (or elsewhere in this Contract).
- 2.2 If the Buyer rejects the Installation Works in accordance with Paragraph 2.1.2, the Supplier shall immediately rectify or remedy any defects and if, in the Buyer's reasonable opinion, the Installation Works do not, within five (5) Working Days of such rectification or remedy, meet the requirements set out in the Award Form (or elsewhere in this Contract), the Buyer may terminate this Contract for material Default.
- 2.3 The Installation Works shall be deemed to be completed when the Supplier receives a notice issued by the Buyer in accordance with Paragraph 2.1 Notwithstanding the acceptance of any Installation Works in accordance with Paragraph 2.2), the Supplier shall remain solely responsible for ensuring that the Goods and the Installation Works conform to the specification in the Award Form (or elsewhere in this Contract). No rights of estoppel or waiver shall arise as a result of the acceptance by the Buyer of the Installation Works.

Throughout the Contract Period, the Supplier shall have at all times all licences, approvals and consents necessary to enable the Supplier and the Supplier Staff to carry out the Installation Works.

Schedule 10 (Service Levels and KPIs)

1. Definitions

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

has the meaning given to it in the Award Form;

"Key Performance Indicator or KPI"

has the meaning given to it in Annex A to Part A of this Schedule, and

"Service Credits"

any service credits specified in the Annex to Part A of this Schedule being payable by the Supplier to the Buyer in respect of any failure by the Supplier to meet one or more Service Levels;

"Service Credit Cap"

has the meaning given to it in the Award Form;

"Service Level Failure"

means a failure to meet the Service Level Performance Measure in respect of a Service Level;

"Service Level Performance Measure"

shall be as set out against the relevant Service Level in the Annex to Part A of this Schedule; and

"Service Level Threshold"

shall be as set out against the relevant Service Level in the Annex to Part A of this Schedule.

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

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2.4.2 the Service Level Failure:

- (a) exceeds the relevant Service Level Threshold.
- (b) has arisen due to a Prohibited Act or wilful Default by the Supplier.
- (c) results in the corruption or loss of any Government Data; and/or
- (d) results in the Buyer being required to make a compensation payment to one or more third parties; and/or

2.4.3 the Buyer is also entitled to or does terminate this Contract pursuant to Clause 14.4 of the Core Terms (When the Buyer can end the contract).

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

- 2.5.1 the total number of Service Levels for which the weighting is to be changed does not exceed the number applicable as at the Start Date.
- 2.5.2 the principal purpose of the change is to reflect changes in the Buyer's business requirements and/or priorities or to reflect changing industry standards; and
- 2.5.3 there is no change to the Service Credit Cap.

3. Critical Service Level Failure

3.1 On the occurrence of a Critical Service Level Failure:

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

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

4. Key Performance Indicators

- 4.1 In addition to the requirements to meet or exceed the Service Level Performance measures, pursuant to paragraph 2.1 above, the Supplier is also required to meet the KPIs.
- 4.2 In the event that Supplier fails to meet a KPI that omission shall be a Notifiable Default and the provisions of clause 11 (Rectifying Issues) and clause 12 (Escalating Issues) shall apply.

Part A: Service Levels and Service Credits

1. Service Levels

1.1 If the level of performance of the Supplier:

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

1.1.2 is likely to cause or causes a Critical Service Level Failure to occur, the Supplier shall immediately notify the Buyer in writing and the Buyer, in its absolute discretion and without limiting any other of its rights, may:

- (a) 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.
- (b) instruct the Supplier to comply with the Rectification Plan Process;
- (c) if a Service Level Failure has occurred, deduct the applicable Service Credits payable by the Supplier to the Buyer; and/or
- (d) if a Critical Service Level Failure has occurred, exercise its right to Compensation for Critical Service Level Failure (including the right to terminate for Material Default and the consequences of termination in Clause 14.5.1 shall apply).

2. Service Credits

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

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

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Annex A to Part A: Service Levels, Key Performance Indicators and Service Credits Table

Table 1 – Service Levels

#	Service Level Performance Criterion	Key Indicator	Service Level Performance Measure	Service Level Threshold	Service Credit for each Service Period	Publishable KPI
SLA 1	PCI Voice Agents Availability (Inbound) (A measure of the percentage Inbound Voice Agent Availability of the Payment Card Industry Service.)	Availability	at least 99.99% during the Agreed Service Measurement Time, as set out in Annex B	99.60%	0.5% Service Credit gained for each percentage under the specified Service Level Performance Measure	Yes
SLA 2	PCI Voice Agents Availability (Outbound) (A measure of the percentage Outbound Agent Availability of the Payment Card Industry Service)	Availability	at least 99.99% during the Agreed Service Measurement Time, as set out in Annex B	99.60%	0.5% Service Credit gained for each percentage under the specified Service Level Performance Measure	Yes
SLA 3	Customer Payment Service Availability (A measure of the percentage Availability of the Customer Payment Service)	Availability	at least 99.99% during the Agreed Service Measurement Time, as set out in Annex B	99.60%	0.5% Service Credit gained for each percentage under the specified Service Level Performance Measure	Yes
SLA 4	Payment Card Industry Response Time (A measure of the percentage of the Payment Card Industry Service instances going	Timeliness	99.99% of calls are “secured” within three seconds of receiving the final digit of the session PIN	99.60%	0.5% Service Credit gained for each percentage under the specified Service Level Performance Measure	Yes

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#	Service Level Performance Criterion	Key Indicator	Service Level Performance Measure	Service Level Threshold	Service Credit for each Service Period	Publishable KPI
	into Dual Tone Multi Frequency (DTMF) masking mode between the last PIN digit and confirmation message being sent to the Department within 1 second.)					
SLA 5	Telephony Service Quality (A Service Level to measure the speech quality of inbound and outbound voice. calls delivered by the PCI solution within a Calendar Month.)	Quality	Of the measured G.711 encoded calls transiting the PCI solution <ul style="list-style-type: none"> 99% shall achieve a MOS score of 4.0 or greater. of the remaining 1%, 0.91% shall achieve a MOS score of 3.7 or greater 	90% of measured calls transiting the PCI solution shall achieve a MOS score of 4.0 or greater.	0.5% Service Credit gained for each percentage under the specified Service Level Performance Measure	Yes
SLA 6	Payment Card Industry Customer Payments (A service level to measure of percentage of successful Payment Attempts and responses against the number of calls received.)	Timeliness	at least 99.99% during the Agreed Service Measurement Time, as set out in Annex B	99.60%	0.5% Service Credit gained for each percentage under the specified Service Level Performance Measure	Yes

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Table 2 – Key Performance Indicators

#	Service Level Performance Criterion	Key Indicator	Service Level Performance Measure	Service Level Threshold	Publishable KPI
KPI 1	Performance Monitoring of Applicable certifications	Availability	100% of certifications provided when required by the Buyer.	99%	No
KPI 2	Performance Monitoring Reports Provided on Time	Timeliness	100% of reports provided when required in accordance with schedules 6 (Transparency Reports) and Schedule 13 (Contract Management)	99%	No
KPI 3	Billing Management Information Reports Delivery and Accuracy	Timeliness/ Quality	100% of Bills produced in accordance with Schedule 3 (Charges)	99%	No
KPI 4	Successful Variation Management	Quality	99% of agreed Variations delivered to agreed Time Cost and Quality as detailed in agreed Variation form (Schedule 21 -Variations)	95%	No
KPI 5	Greenhouse Gas Emissions (Social Value KPI)	Environmental	Delivery of Quarterly emissions report (Schedule 26 Sustainability Table A) covering Scope 1,2 and 3	100%	Yes
KPI 6	Diversity and Inclusiveness	Quality	Provide to the Buyer a diversity and equality delivery plan ("Diversity and Equality Delivery Plan") six (6) Months after the Start Date, and annually thereafter (Schedule 31 Buyer Specific terms)	100%	Yes
KPI 7	Economic Equality	Quality	Ensure that suppliers in the supply chain are paid in accordance with the requirements of Clause 8.2.1 d) – and 8.2.1 e) with a Supply Chain Information Report Issued Quarterly in accordance with Schedule 18 Annex A (Key Subcontractors)	100%	Yes

The Service Credits shall be calculated on the basis of the formulas at Annex B.

Annex B to Part A: Service Credit Calculation Methodology

SLA	Title	Description	Service Level Calculation	Agreed Service Time	Agreed Service Measurement Time
SLA 1	Payment Card Industry Voice Agents Availability	A measure of the percentage Inbound Voice Agent Availability of the Payment Card Industry Service.	<p>Availability shall be calculated as a percentage of the total time in a Month in accordance with the following formula:</p> <ul style="list-style-type: none"> Service Availability = $(MP - SD) / MP \times 100\%$ where: <ul style="list-style-type: none"> MP = Total time in minutes within the Calendar Month, excluding Planned Downtime, and SD = the actual number of minutes for which the PCI Inbound Voice Service was unavailable during the Calendar, to be calculated by $SD = \sum_{i=1}^m n_i t_i$ <p>The formula:</p> <ul style="list-style-type: none"> where: 1,2.....m are the relevant Incidents during the Calendar Month. n_i is = 1 t_i is the number of minutes for which the PCI Service was Unavailable for the I 'the Incident. <p>Unavailable means that a Severity Level 1 or a Severity Level 2 Incident or a Severity Level 3 Incident has been raised against the PCI Service.</p> <p>NOTE: the calculated minutes would stop at the point where PCI Pal requested DWP to move inbound traffic to the alternate BT Route</p>	This Service shall be available 24 hours per day, 365 days per year (366 days in a leap year).	This Service shall be measured 07:00 – 21:00 Monday – Friday (excluding Bank Holidays), 07:00 – 17:15 Saturdays, Sundays and Bank Holiday
SLA 2	Payment Card Industry Outbound Agents Availability	A measure of the percentage Outbound Agent Availability of the Payment Card Industry Service	<p>Availability shall be calculated as a percentage of the total time in a Month in accordance with the following formula:</p> <ul style="list-style-type: none"> Service Availability = $(MP - SD) / MP \times 100\%$ where: <ul style="list-style-type: none"> MP = Total time in minutes within the Calendar Month, excluding Planned Downtime, and SD = the actual number of minutes for which the PCI Outbound Agent Service was unavailable during the Calendar, to be calculated by $SD = \sum_{i=1}^m n_i t_i$ <p>the formula:</p> <ul style="list-style-type: none"> where: 1,2.....m are the relevant Incidents during the Calendar Month. n_i is = 1 t_i is the number of minutes for which the PCI Service was Unavailable for the i'th Incident. <p>Unavailable means that a Severity Level 1 or a Severity Level 2 Incident or a Severity Level 3 Incident has been raised against the PCI Service.</p> <p>NOTE: the calculated minutes would stop at the point where PCI Pal requested DWP to move outbound traffic to the alternate BT Route</p>	This Service shall be available 24 hours per day, 365 days per year (366 days in a leap year).	This Service shall be measured 07:00 – 21:00 Monday – Friday (excluding Bank Holidays), 07:00 – 17:15 Saturdays, Sundays and Bank Holiday
SLA3	Customer Payment Service Availability	A measure of the percentage Availability of the Customer Payment Service	<p>Availability shall be calculated as a percentage of the total agreed Service Measurement Time. (in minutes) in aMonth that the Customer Interaction Service is able to process payments and onward route calls, in accordance with the following formula:</p> <ul style="list-style-type: none"> Service Availability = $(B-A) \times 100\%$ 	This Service shall be available 24 hours per day, 365 days per year (366 days in a leap year).	This Service shall be measured 07:00 – 21:00 Monday – Friday (excluding Bank Holidays), 07:00

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SLA	Title	Description	Service Level Calculation	Agreed Service Time	Agreed Service Measurement Time
			<p>B</p> <p>Where:</p> <ul style="list-style-type: none"> A is the total number of minutes that the Customer Payment Service is unavailable to process and onward route calls. B is the total agreed Service Measurement time (in minutes) in a Month. <p>Unavailable means that a Severity Level 1 or a Severity Level 2 Incident or a Severity Level 3 Incident has been raised against the PCI payment Service.</p>		– 17:15 Saturdays, Sundays and Bank Holiday
SLA4	Payment Card Industry Response Time	A measure of the percentage of the Payment Card Industry Service instances going into Dual Tone Multi Frequency (DTMF) masking mode between the last PIN digit and confirmation message being sent to the Department within 1 second. .	<p>Payment Card Industry Response Time shall be calculated as a percentage of the total number of Card Payments or Payment Resets initiated by Voice Agents or Outbound Agents in a Month that the DTMF response time is within (3 seconds) in accordance with the following formula:</p> <ul style="list-style-type: none"> Service Performance = $\frac{(B-A) \times 100\%}{B}$ <p>Where:</p> <ul style="list-style-type: none"> A is the total number of instances with a response time of 3 seconds or more during the Calendar Month. B is the total number of Payment/Reset instances initiated by Voice Agents or Outbound agents during the Calendar Month. 	This Service shall be available 24 hours per day, 365 days per year (366 days in a leap year).	This Service shall be measured 07:00 – 21:00 Monday – Friday (excluding Bank Holidays), 07:00 – 17:15 Saturdays, Sundays and Bank Holiday
SLA5	Telephony Service Quality (MOS Score) –	A Service Level to measure the speech quality of inbound and outbound voice calls delivered by the PCI solution within a Calendar Month.	<p>The Mean Opinion Score of voice calls over a Month shall be measured at the point the calls pass in or out of the PCI Pal SBCs by using automated tools that calculate MOS CQ, E – (Mean Opinion Score Conversational Quality, Estimated) for all calls transiting the PCI solution. Where MOS scores are not achieved as a result of:</p> <ul style="list-style-type: none"> Round Trip Delay (WAN service) (If RTCP is available) Jitter (WAN Service); Packet Loss (WAN Service); Other LAN/WAN issues; 	This Service shall be available 24 hours per day, 365 days per year (366 days in a leap year).	This Service shall be measured 07:00 – 21:00 Monday – Friday (excluding Bank Holidays), 07:00 – 17:15 Saturdays, Sundays and Bank Holiday
SLA6	Payment Card Industry Customer Payments	A service level to measure the percentage of successful Payment Attempts and responses against the number of calls received. A Successful Response is when the Buyer is notified that the payment has been submitted to Gov Pay within 3 seconds of the request being made by the agent.	<p>Payment Card Industry Successful Notifications shall be calculated as a percentage of the total number of successful notifications submitted to the Buyer within a response time of 3 seconds within a calendar month in accordance with the following formula:</p> <ul style="list-style-type: none"> Service Performance = $\frac{(B-A) \times 100\%}{B}$ Where: A is the total number of successful notifications to the Buyer within a response time of 3 seconds of submission during the Month. B is the total number of payment requests made during the Month. <p>Payment attempts to the payment gateway where no response is received from the payment gateway within 2secs will be excluded from the total number of payment request</p>	This Service shall be available 24 hours per day, 365 days per year (366 days in a leap year).	This Service shall be measured 07:00 – 21:00 Monday – Friday (excluding Bank Holidays), 07:00 – 17:15 Saturdays, Sundays and Bank Holiday

Part B: Performance Monitoring

1. Performance Monitoring and Performance Review

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

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

2. Satisfaction Surveys

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

Schedule 11 (Continuous Improvement)

1. Supplier's Obligations

- 1.1 The Supplier must, throughout the Contract Period, identify new or potential improvements to the provision of the Deliverables with a view to reducing the Buyer's costs (including the Charges) and/or improving the quality and efficiency of the Deliverables and their supply to the Buyer.
- 1.2 The Supplier must adopt a policy of continuous improvement in relation to the Deliverables, which must include regular reviews with the Buyer of the Deliverables and the way it provides them, with a view to reducing the Buyer's costs (including the Charges) and/or improving the quality and efficiency of the Deliverables. The Supplier and the Buyer must provide each other with any information relevant to meeting this objective.
- 1.3 In addition to Paragraph 1.1, the Supplier shall produce at the start of each Contract Year a plan for improving the provision of Deliverables and/or reducing the Charges (without adversely affecting the performance of this Contract) during that Contract Year ("**Continuous Improvement Plan**") for the Buyer's Approval. The Continuous Improvement Plan must include, as a minimum, proposals:
 - 1.3.1 identifying the emergence of relevant new and evolving technologies;
 - 1.3.2 changes in business processes of the Supplier or the Buyer and ways of working that would provide cost savings and/or enhanced benefits to the Buyer (such as methods of interaction, supply chain efficiencies, reduction in energy consumption and methods of sale);
 - 1.3.3 new or potential improvements to the provision of the Deliverables including the quality, responsiveness, procedures, benchmarking methods, likely performance mechanisms and customer support services in relation to the Deliverables; and
 - 1.3.4 measuring and reducing the sustainability impacts of the Supplier's operations and supply-chains relating to the Deliverables and identifying opportunities to assist the Buyer in meeting their sustainability objectives.
- 1.4 The initial Continuous Improvement Plan for the first (1st) Contract Year shall be submitted by the Supplier to the Buyer for Approval within six (6) Months following the Effective Date.
- 1.5 The Buyer shall notify the Supplier of its Approval or rejection of the proposed Continuous Improvement Plan or any updates to it within twenty (20) Working Days of receipt. If it is rejected then the Supplier shall, within ten (10) Working Days of receipt of notice of rejection, submit a revised Continuous Improvement Plan reflecting the changes required. Once Approved, it becomes the Continuous Improvement Plan for the purposes of this Contract.

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

Schedule 12 (Benchmarking)

1. Definitions

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

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

2. When you should use this Schedule

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

3. Benchmarking

3.1 How benchmarking works

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

3.2 Benchmarking Process

- 3.2.1 The benchmarker shall produce and send to the Buyer, for Approval, a draft plan for the Benchmark Review which must include:

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

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- 3.2.6 The Supplier shall use all reasonable endeavours and act in good faith to supply information required by the benchmarker in order to undertake the benchmarking. The Supplier agrees to use its reasonable endeavours to obtain information from other suppliers or purchasers on Comparable Rates.
- 3.2.7 In carrying out the benchmarking analysis the benchmarker may have regard to the following matters when performing a comparative assessment of the Benchmarked Rates and the Comparable Rates in order to derive Equivalent Data:
- (a) the contractual terms and business environment under which the Comparable Rates are being provided (including the scale and geographical spread of the customers);
 - (b) exchange rates;
 - (c) any other factors reasonably identified by the Supplier, which, if not taken into consideration, could unfairly cause the Supplier's pricing to appear non-competitive.

3.3 Benchmarking Report

- 3.3.1 For the purposes of this Schedule "**Benchmarking Report**" shall mean the report produced by the benchmarker following the Benchmark Review and as further described in this Schedule;
- 3.3.2 The benchmarker shall prepare a Benchmarking Report and deliver it to the Buyer, at the time specified in the plan Approved pursuant to Paragraph 3.2.3, setting out its findings. Those findings shall be required to:
- (a) include a finding as to whether or not a Benchmarked Service and/or whether the Benchmarked Deliverables as a whole are, Good Value;
 - (b) if any of the Benchmarked Deliverables are, individually or as a whole, not Good Value, specify the changes that would be required to make that Benchmarked Service or the Benchmarked Deliverables as a whole Good Value; and
 - (c) include sufficient detail and transparency so that the Party requesting the Benchmarking can interpret and understand how the Supplier has calculated whether or not the Benchmarked Deliverables are, individually or as a whole, Good Value.
- 3.3.3 The Parties agree that any changes required to this Contract identified in the Benchmarking Report shall be implemented at the direction of the Buyer in accordance with Clause 28 (Changing the contract).

Annex A - Preferred Benchmark Agencies

#	Benchmark Agency	Link
1	Omdia Plc	(https://omdia.tech.informa.com)
2	Analysys Mason Ltd. (UK)	(https://www.analysysmason.com)
3	Gartner Inc.	(https://www.gartner.co.uk)
4	Forrester	(https://www.forrester.com)
5	ISG	(https://isg-one.com/advisory/benchmarking)

Schedule 13 (Contract Management)

1. Definitions

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

"Operational Boards"	the boards established in accordance with Paragraph 4.1 of this Schedule as further detailed in paragraph 1 (Governance Structure) of Annex B to 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 Annexes A and B to this Schedule.

3. Role of the Supplier Project Manager

- 3.1 The Supplier Project Manager shall be:
 - 3.1.1 the primary point of contact to receive communication from the Buyer and will also be the person primarily responsible for providing information to the Buyer;
 - 3.1.2 able to delegate his position to another person at the Supplier but must inform the Buyer before proceeding with the delegation and it will be delegated person's responsibility to fulfil the Project Manager's responsibilities and obligations;
 - 3.1.3 able to cancel any delegation and recommence the position himself; and
 - 3.1.4 replaced only after the Buyer has received notification of the proposed change.
- 3.2 The Buyer may provide revised instructions to the Supplier's Project Manager in regards to this Contract and it will be the Supplier Project Manager's responsibility to ensure the information is provided to the Supplier and the actions implemented.

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

4. Role of The Operational Boards

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

5. Contract Risk Management

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

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Annex A – Contract Management Structure and Governance

1. Operational Boards

- 1.1. The Parties agree to operate the Operational Boards detailed in the governance structure diagram set out at paragraph 1 of Annex B to this Schedule.

2. Board meetings

- 2.1. A chairperson shall be appointed by the Buyer for each of the Operational Boards .
- 2.2. The chairperson shall be responsible for:
 - 2.2.1. scheduling the relevant Operational Board meeting(s).
 - 2.2.2. setting the agenda for the relevant Operational Board meeting(s) and circulating to all attendees in advance of such meeting.
 - 2.2.3. chairing the relevant Operational Board meeting(s).
 - 2.2.4. monitoring the progress of any follow up tasks and activities agreed to be carried out following the relevant Operational Board meeting(s).
 - 2.2.5. ensuring that minutes for the relevant Operational Board meeting(s) are recorded and disseminated electronically to the appropriate persons and to all the Operational Board meeting participants within seven Working Days after the Operational Board meeting; and
 - 2.2.6. facilitating the process or procedure by which any decision agreed at any Operational Board meeting is given effect in the appropriate manner.
- 2.3. Operational Board meetings shall be quorate where at least two representatives from each Party are present.
- 2.4. The Parties shall ensure, as far as reasonably practicable, that all Operational Boards shall as soon as reasonably practicably resolve the issues and achieve the objectives placed before them. Each Party shall endeavour to ensure that Operational Board Members are empowered to make relevant decisions or have access to empowered individuals for decisions to be made to achieve this.

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3. Role of the Tier - 0 Annual Review Board

- 3.1. The Annual Review Board shall ensure the strategic alignment of the Buyer's and Supplier's businesses and shall:
- 3.1.1. Provide an annual review of performance and strategic alignment;
 - 3.1.2. Act as forward-looking forum to enable the Parties to deliver its vision and to achieve spending review challenges.
 - 3.1.3. Discuss any relevant changes to the Buyer's business and services strategy; and
 - 3.1.4. Provide the main forum for the Buyer to share corporate and business unit strategic aims to be cascaded, where appropriate, to suppliers.

4. Role of the Tier - 1 Strategic Delivery Board

- 5.5 The Strategic Delivery Board shall be a forum for collaboration, co-creation, and engagement and shall cover:
- 5.5.1 Review of high-level strategic objectives and performance.
 - 5.5.2 industry and best practice updates.
 - 5.5.3 emerging technology briefings.
 - 5.5.4 regulatory and legislative reviews.
 - 5.5.5 opportunities for collaboration and co-creation.
 - 5.5.6 communication of strategic changes within the Supplier's or the Buyer's organisations.
 - 5.5.7 review the continuity of supply in the Supplier's supply chain process and any risks it may pose to delivery;
 - 5.5.8 joint strategic planning.
 - 5.5.9 ongoing demand review;
 - 5.5.10 risk management review;
 - 5.5.11 licensing review; and
 - 5.5.12 platform performance review.

6. Role of the Tier - 2 Supplier Relationship and Commercial Management Board

- 6.1 The Supplier Relationship and Commercial Management Board shall monitor the overall commercial and financial relationship between the Parties in relation to this Contract and shall:
- 6.1.1 be accountable to the Strategic Delivery Board for comprehensive oversight of the Services and for the commercial relationship between the Parties;
 - 6.1.2 monitor the alignment of the Buyer's and Supplier's commercial objectives,
 - 6.1.3 take a pro-active view of commercial impacts, stakeholder management and communication issues;

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- 6.1.4 discuss and resolve contract compliance and commercial issues;
- 6.1.5 ensure implementation of best practice in contract and compliance management;
- 6.1.6 agree actions and improvement plans to address compliance issues;
- 6.1.7 provide a forum for achieving and tracking a collective and consistent view of compliance against all Contract obligations;
- 6.1.8 deal with and make decisions on issues identified by the Supplier or the Buyer that require contract or compliance management action, resolution, or agreement;
- 6.1.9 review the Buyer commercial risk register (monthly basis);
- 6.1.10 appoint, as and when required, "contract management teams" with responsibility for seeking resolution of contractual disputes;
- 6.1.11 review issues in purchase order processing, change process and items where there are delays or other issues in progress;
- 6.1.12 Management of dispute resolution and/or dealing with contractual breaches in accordance with the terms and conditions of this Contract;
- 6.1.13 maintain an overview of contract change control including any requirement to annually conform the Contract with any Changes; and
- 6.1.14 monitor and discuss diversity and equality issues.

7. Role of the Tier - 2 Performance and Account Management Board

- 7.1 The Performance and Account Management Board has responsibility for the review of operational performance metrics, operational service delivery, change and risk management and shall:
 - 7.1.1 be accountable to the Strategic Delivery Board for comprehensive oversight of the Services and for the operational relationship between the Parties;
 - 7.1.2 receive reports from the Project Managers on matters such as issues relating to delivery of existing Services, performance against Service Levels and Key Performance Indicators as detailed at Schedule 10 (Performance), progress against the Implementation Plan and possible future developments;
 - 7.1.3 develop the Buyer/Supplier relationship and develop and propose a relationship development strategy and ensure the implementation of the same;
 - 7.1.4 monitor compliance by the Supplier with the Buyer's policies and procedures;
 - 7.1.5 review the Supplier's performance for the preceding 3 months.:
 - a) review performance against Performance Indicators;

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- b) review all Service Credits;
- c) review root cause analysis related to Severity Level 1 and Severity Level 2 Incidents relating to the Service Levels set out in Schedule (10 Performance).;
- d) review problem and incident ticket trends;
- e) review performance against the end-to-end measures that reflect the Information Technology Infrastructure Library processes;
- f) review operational risks and Rectification Plans;
- g) review performance against the strategic Buyer business measures;
- h) review capacity plan, including optimisation proposals, historic and future projections against trends and anticipated business change for a minimum period of 6-months;
- i) review roadmap and innovation proposals;
- j) review training approach and knowledge transfer;
- k) review any draft Rectification Plans submitted by the Supplier to improve their performance; and
- l) consider service improvements proposed by the Supplier.

8. Role of the Tier - 2 Security Review Board

- 8.1 The Security Review Board shall formalise the security partnership between the Buyer and Supplier. The Board is accountable to the Strategic Delivery Board for comprehensive oversight of Security between the Parties;
- 8.2 The Security Review Board shall provide a regular security governance forum to discuss and review:
 - 8.2.1 ongoing and new security risk;
 - 8.2.2 end of life / end of support items;
 - 8.2.3 IT Health check cycle and remediation status;
 - 8.2.4 audit cycle and status;
 - 8.2.5 patching and vulnerability cycle and status;
 - 8.2.6 security incident management reporting and trends;
 - 8.2.7 Supplier overview of security status;
 - 8.2.8 the Buyer security risk register status; and
 - 8.2.9 BCDR Plan and response to Tests undertaken.

9. Contract Management Mechanisms

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

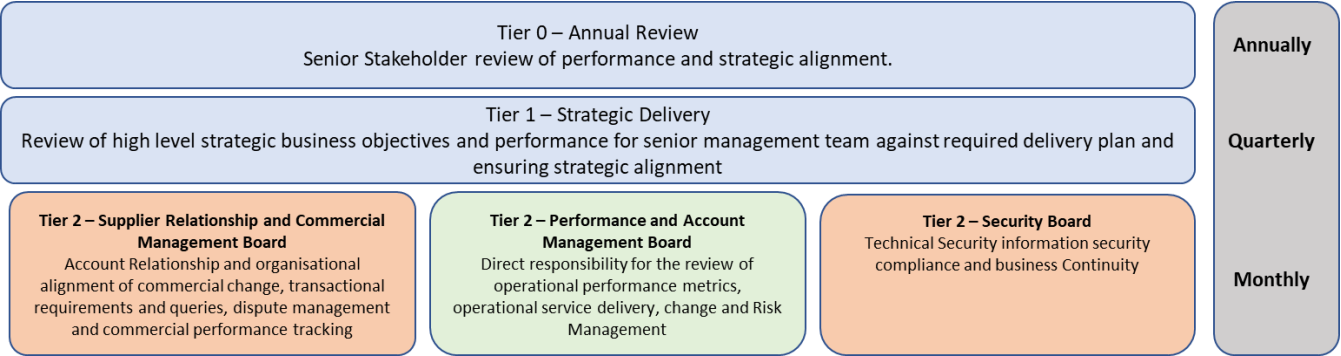
Schedule 21 (Governance)

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- 9.2 The Supplier shall develop, operate, maintain, and amend, as agreed with the Buyer, processes for:
 - 9.2.1 the identification and management of risks;
 - 9.2.2 the identification and management of issues;
 - 9.2.3 monitoring and controlling project plans; and
 - 9.2.4 ensuring the Contract is conformed on an annual basis starting 12 months from the Start Date to update and include any Changes which may have been agreed in accordance with the Change Control Procedure within the previous 12 months.
- 9.3 The Risk Register shall be updated by the Supplier and submitted for review by the Performance and Account Management Board.

ANNEX B: REPRESENTATION AND STRUCTURE OF BOARDS

0. Governance Structure



Buyer Members of Annual Review Board	<div> <div></div> <div></div> <div></div> </div> <div> <div></div> <div></div> <div></div> </div> <div> <div></div> <div></div> <div></div> </div> <div> <div></div> <div></div> <div></div> </div> <div> <div></div> <div></div> <div></div> </div> <div> <div></div> <div></div> <div></div> </div> <div> <div></div> <div></div> <div></div> </div> <div> <div></div> <div></div> <div></div> </div>
Supplier Members of Annual Review Board	<div> <div></div> <div></div> <div></div> </div> <div> <div></div> <div></div> <div></div> </div> <div> <div></div> <div></div> <div></div> </div> <div> <div></div> <div></div> <div></div> </div> <div> <div></div> <div></div> <div></div> </div> <div> <div></div> <div></div> <div></div> </div> <div> <div></div> <div></div> <div></div> </div> <div> <div></div> <div></div> <div></div> </div> <div> <div></div> <div></div> <div></div> </div>
Start Date for Annual Review Board meetings	12 months after the Start Date
Frequency of Annual Review Board meetings	Annually
Location of Annual Review Board meetings	TBC

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Schedule 13 (Contract Management), Crown Copyright 2023, [Subject to Contract]

Frequency of Strategic and Planning Review Board meetings	Quarterly
Location of Strategic and Planning Review Board meetings	TBC

3. Supplier Relationship and Commercial Management Board

Buyer members of Supplier Relationship and Commercial Management Board	<div> <div></div> <div></div> <div></div> </div> <div> <div></div> <div></div> <div></div> </div> <div> <div></div> <div></div> <div></div> </div> <div> <div></div> <div></div> <div></div> </div>
Supplier members of Supplier Relationship and Commercial Management Board	<div> <div></div> <div></div> <div></div> </div> <div> <div></div> <div></div> <div></div> </div> <div> <div></div> <div></div> <div></div> </div> <div> <div></div> <div></div> <div></div> </div>
Start date for Supplier Relationship and Commercial Management Board	1 month from Contract Start Date
Frequency of Supplier Relationship and Commercial Management Board	Monthly
Location of Supplier Relationship and Commercial Management Board	TBC

Buyer Members of Performance and Account Management Board	<div> <div></div> <div></div> <div></div> </div> <div> <div></div> <div></div> <div></div> </div> <div> <div></div> <div></div> <div></div> </div>
Supplier Members of Performance and Account Management Board	<div> <div></div> <div></div> <div></div> </div> <div> <div></div> <div></div> <div></div> </div> <div> <div></div> <div></div> <div></div> </div>
Start Date for Performance and Account Management Board meetings	1 month from Contract Start Date
Frequency of Performance and Account Management Board meetings	Monthly
Location of Performance and Account Management Board meetings	TBC

Buyer Members of Security Review Board	<div> <div></div> <div></div> <div></div> </div> <div> <div></div> <div></div> <div></div> </div>
Supplier Members of Security Review Board	<div> <div></div> <div></div> <div></div> </div> <div> <div></div> <div></div> <div></div> </div> <div> <div></div> <div></div> <div></div> </div> <div> <div></div> <div></div> <div></div> </div> <div> <div></div> <div></div> <div></div> </div> <div> <div></div> <div></div> <div></div> </div>
Start Date for Security Review Board	1 month from Contract Start Date
Frequency of Security Review Board	Monthly (or by exception as required)
Location of Security Review Board	TBC

Schedule 14 (Business Continuity and Disaster Recovery)

1. Definitions

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

"BCDR Plan"	has the meaning given to it in Paragraph 2.1 of this Schedule;
"Business Continuity Plan"	has the meaning given to it in Paragraph 2.2.2 of this Schedule;
"Disaster Recovery Plan"	has the meaning given to it in Paragraph 2.2.3 of this Schedule;
"Related Supplier"	any person who provides Deliverables to the Buyer which are related to the Deliverables from time to time;
"Review Report"	has the meaning given to it in Paragraph 6.3 of this Schedule; and
"Supplier's Proposals"	has the meaning given to it in Paragraph 6.3 of this Schedule,

2. BCDR Plan

- 2.1 At least forty (40) Working Days after the Effective Date the Supplier shall prepare and deliver to the Buyer for the Buyer's written approval a plan (a "**BCDR Plan**"), which shall detail the processes and arrangements that the Supplier shall follow to:
- 2.1.1 ensure continuity of the business processes and operations supported by the Services following any failure or disruption of any element of the Deliverables; and
 - 2.1.2 the recovery of the Deliverables in the event of a Disaster.
- 2.2 The BCDR Plan shall be divided into three sections:
- 2.2.1 Section 1 which shall set out general principles applicable to the BCDR Plan;
 - 2.2.2 Section 2 which shall relate to business continuity (the "**Business Continuity Plan**"); and
 - 2.2.3 Section 3 which shall relate to disaster recovery (the "**Disaster Recovery Plan**").
- 2.3 Following receipt of the draft BCDR Plan from the Supplier, the Parties shall use reasonable endeavours to agree the contents of the BCDR Plan. If the Parties are unable to agree the contents of the BCDR Plan within twenty (20) Working Days of its submission, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.

3. General Principles of the BCDR Plan (Section 1)

3.1 Section 1 of the BCDR Plan shall:

- 3.1.1 set out how the business continuity and disaster recovery elements of the BCDR Plan link to each other;
- 3.1.2 provide details of how the invocation of any element of the BCDR Plan may impact upon the provision of the Deliverables and any goods and/or services provided to the Buyer by a Related Supplier;
- 3.1.3 contain an obligation upon the Supplier to liaise with the Buyer and any Related Suppliers with respect to business continuity and disaster recovery;
- 3.1.4 detail how the BCDR Plan interoperates with any overarching disaster recovery or business continuity plan of the Buyer and any of its other Related Supplier in each case as notified to the Supplier by the Buyer from time to time;
- 3.1.5 contain a communication strategy including details of an incident and problem management service and advice and help desk facility which can be accessed via multiple channels;
- 3.1.6 contain a risk analysis, including:
 - (a) failure or disruption scenarios and assessments of likely frequency of occurrence;
 - (b) identification of any single points of failure within the provision of Deliverables and processes for managing those risks;
 - (c) identification of risks arising from an Insolvency Event of the Supplier, any Key Subcontractors and/or Supplier Group member;
 - (d) identification of risks arising from the interaction of the provision of Deliverables with the goods and/or services provided by a Related Supplier; and
 - (e) a business impact analysis of different anticipated failures or disruptions;
- 3.1.7 provide for documentation of processes, including business processes, and procedures;
- 3.1.8 set out key contact details for the Supplier (and any Subcontractors) and for the Buyer;
- 3.1.9 identify the procedures for reverting to "normal service";
- 3.1.10 set out method(s) of recovering or updating data collected (or which ought to have been collected) during a failure or disruption to minimise data loss;
- 3.1.11 identify the responsibilities (if any) that the Buyer has agreed it will assume in the event of the invocation of the BCDR Plan; and

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- 3.1.12 provide for the provision of technical assistance to key contacts at the Buyer as required by the Buyer to inform decisions in support of the Buyer's business continuity plans.
- 3.2 The BCDR Plan shall be designed so as to ensure that:
 - 3.2.1 the Deliverables are provided in accordance with this Contract at all times during and after the invocation of the BCDR Plan;
 - 3.2.2 the adverse impact of any Disaster is minimised as far as reasonably possible;
 - 3.2.3 it complies with the relevant provisions of ISO/IEC 27002; ISO22301/ISO22313 and all other industry standards from time to time in force; and
 - 3.2.4 it details a process for the management of disaster recovery testing.
- 3.3 The BCDR Plan shall be upgradeable and sufficiently flexible to support any changes to the Deliverables and the business operations supported by the provision of Deliverables.
- 3.4 The Supplier shall not be entitled to any relief from its obligations under the Service Levels, or to any increase in the Charges to the extent that a Disaster occurs as a consequence of any Default by the Supplier of this Contract.

4. Business Continuity (Section 2)

- 4.1 The Business Continuity Plan shall set out the arrangements that are to be invoked to ensure that the business processes facilitated by the provision of Deliverables remain supported and to ensure continuity of the business operations supported by the Services including:
 - 4.1.1 the alternative processes, options and responsibilities that may be adopted in the event of a failure in or disruption to the provision of Deliverables; and
 - 4.1.2 the steps to be taken by the Supplier upon resumption of the provision of Deliverables in order to address the effect of the failure or disruption.
- 4.2 The Business Continuity Plan shall:
 - 4.2.1 address the various possible levels of failures of or disruptions to the provision of Deliverables;
 - 4.2.2 set out the goods and/or services to be provided and the steps to be taken to remedy the different levels of failures of and disruption to the Deliverables;
 - 4.2.3 specify any applicable Service Levels with respect to the provision of the Business Continuity Services and details of any agreed relaxation to the Service Levels in respect of the provision of other Deliverables during any period of invocation of the Business Continuity Plan; and
 - 4.2.4 set out the circumstances in which the Business Continuity Plan is invoked.

5. Disaster Recovery (Section 3)

- 5.1 The Disaster Recovery Plan (which shall be invoked only upon the occurrence of a Disaster) shall be designed to ensure that upon the occurrence of a Disaster the Supplier ensures continuity of the business operations of the Buyer supported by the Services following any Disaster or during any period of service failure or disruption with, as far as reasonably possible, minimal adverse impact.
- 5.2 The Supplier's BCDR Plan shall include an approach to business continuity and disaster recovery that addresses the following:
 - 5.2.1 loss of access to the Buyer Premises;
 - 5.2.2 loss of utilities to the Buyer Premises;
 - 5.2.3 loss of the Supplier's helpdesk or CAFM system;
 - 5.2.4 loss of a Subcontractor;
 - 5.2.5 emergency notification and escalation process;
 - 5.2.6 contact lists;
 - 5.2.7 staff training and awareness;
 - 5.2.8 BCDR Plan testing;
 - 5.2.9 post implementation review process;
 - 5.2.10 any applicable Service Levels with respect to the provision of the disaster recovery services and details of any agreed relaxation to the Service Levels in respect of the provision of other Deliverables during any period of invocation of the Disaster Recovery Plan;
 - 5.2.11 details of how the Supplier shall ensure compliance with security standards ensuring that compliance is maintained for any period during which the Disaster Recovery Plan is invoked;
 - 5.2.12 access controls to any disaster recovery sites used by the Supplier in relation to its obligations pursuant to this Schedule; and
 - 5.2.13 testing and management arrangements.

6. Review and changing the BCDR Plan

- 6.1 The Supplier shall review the BCDR Plan:
 - 6.1.1 on a regular basis and as a minimum once every six (6) Months;
 - 6.1.2 within three (3) calendar Months of the BCDR Plan (or any part) having been invoked pursuant to Paragraph 7; and
 - 6.1.3 where the Buyer requests in writing any additional reviews (over and above those provided for in Paragraphs 6.1.1 and 6.1.2 of this Schedule) whereupon the Supplier shall conduct such reviews in accordance with the Buyer's written requirements. Prior to starting its review, the Supplier shall provide an accurate written estimate of the total costs payable by the Buyer for the Buyer's approval. The costs of both Parties of any such additional reviews shall be met by the Buyer except that the Supplier shall not be entitled to charge the

Buyer for any costs that it may incur above any estimate without the Buyer's prior written approval.

- 6.2 Each review of the BCDR Plan pursuant to Paragraph 6.1 shall assess its suitability having regard to any change to the Deliverables or any underlying business processes and operations facilitated by or supported by the Services which have taken place since the later of the original approval of the BCDR Plan or the last review of the BCDR Plan, and shall also have regard to any occurrence of any event since that date (or the likelihood of any such event taking place in the foreseeable future) which may increase the likelihood of the need to invoke the BCDR Plan. The review shall be completed by the Supplier within such period as the Buyer shall reasonably require.
- 6.3 The Supplier shall, within twenty (20) Working Days of the conclusion of each such review of the BCDR Plan, provide to the Buyer a report (a **"Review Report"**) setting out the Supplier's proposals (the **"Supplier's Proposals"**) for addressing any changes in the risk profile and its proposals for amendments to the BCDR Plan.
- 6.4 Following receipt of the Review Report and the Supplier's Proposals, the Parties shall use reasonable endeavours to agree the Review Report and the Supplier's Proposals. If the Parties are unable to agree Review Report and the Supplier's Proposals within twenty (20) Working Days of its submission, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.
- 6.5 The Supplier shall as soon as is reasonably practicable after receiving the approval of the Supplier's Proposals effect any change in its practices or procedures necessary so as to give effect to the Supplier's Proposals. Any such change shall be at the Supplier's expense unless it can be reasonably shown that the changes are required because of a material change to the risk profile of the Deliverables.

7. Testing the BCDR Plan

- 7.1 The Supplier shall test the BCDR Plan:
 - 7.1.1 regularly and in any event not less than once in every Contract Year;
 - 7.1.2 in the event of any major reconfiguration of the Deliverables;
 - 7.1.3 at any time where the Buyer considers it necessary (acting in its sole discretion).
- 7.2 If the Buyer requires an additional test of the BCDR Plan, it shall give the Supplier written notice and the Supplier shall conduct the test in accordance with the Buyer's requirements and the relevant provisions of the BCDR Plan. The Supplier's costs of the additional test shall be borne by the Buyer unless the BCDR Plan fails the additional test in which case the Supplier's costs of that failed test shall be borne by the Supplier.
- 7.3 The Supplier shall undertake and manage testing of the BCDR Plan in full consultation with and under the supervision of the Buyer and shall liaise with

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the Buyer in respect of the planning, performance, and review, of each test, and shall comply with the reasonable requirements of the Buyer.

- 7.4 The Supplier shall ensure that any use by it or any Subcontractor of "live" data in such testing is first approved with the Buyer. Copies of live test data used in any such testing shall be (if so, required by the Buyer) destroyed or returned to the Buyer on completion of the test.
- 7.5 The Supplier shall, within twenty (20) Working Days of the conclusion of each test, provide to the Buyer a report setting out:
- 7.5.1 the outcome of the test;
 - 7.5.2 any failures in the BCDR Plan (including the BCDR Plan's procedures) revealed by the test; and
 - 7.5.3 the Supplier's proposals for remedying any such failures.
- 7.6 Following each test, the Supplier shall take all measures requested by the Buyer to remedy any failures in the BCDR Plan and such remedial activity and re-testing shall be completed by the Supplier, at its own cost, by the date reasonably required by the Buyer.

8. Invoking the BCDR Plan

In the event of a complete loss of service or in the event of a Disaster, the Supplier shall immediately invoke the BCDR Plan (and shall inform the Buyer promptly of such invocation). In all other instances the Supplier shall invoke or test the BCDR Plan only with the prior consent of the Buyer.

9. Circumstances beyond your control

The Supplier shall not be entitled to relief under Clause 24 (Circumstances beyond your control) if it would not have been impacted by the Force Majeure Event had it not failed to comply with its obligations under this Schedule.

Schedule 15 (Minimum Standards of Reliability)

1. Standards

- 1.1 If this Contract has an anticipated contract value in excess of £20 million (excluding VAT) it shall not be awarded unless the Supplier can demonstrate that it meets the minimum standards of reliability as set out in the Find a Tender Service Notice (“**Minimum Standards of Reliability**”) at the time of the proposed award of this Contract.
- 1.2 The Buyer shall assess the Supplier’s compliance with the Minimum Standards of Reliability whenever it considers (in its absolute discretion) that it is appropriate to do so.
- 1.3 In the event that the Supplier does not demonstrate that it meets the Minimum Standards of Reliability in an assessment carried out pursuant to Paragraph 1.2, the Buyer shall so notify the Supplier and the Buyer reserves the right to terminate its Contract for Material Default under Clause 14.4 (When the Buyer can end the contract) and the consequences of termination set out in Clause 14.5.1 shall apply.

SCHEDULE 16 – ENHANCED SECURITY REQUIREMENTS

GENERAL

Terms used in this Schedule 16 which are not defined below shall have the meanings given to them in clause A1 (Definitions and Interpretations) of the Contract.

1. DEFINITIONS

1.1 In this Schedule 16, the following definitions shall apply:

"Breach of Security"	<p>the occurrence of:</p> <p>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</p> <p>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,</p> <p>in either case as more particularly set out in the Security Policy where the Buyer has required compliance there with in accordance with Paragraph 2.1; and</p>
"Buyer Personnel"	<p>shall mean all persons employed by the Buyer including directors, officers, employees together with the Buyer's servants, agents, consultants, Suppliers, and suppliers but excluding the Supplier and any Sub-contractor (as applicable).</p>
"Availability Test"	<p>shall mean the activities performed by the Supplier to confirm the availability of any or all components of any relevant ICT system as specified by the Buyer.</p>
"CHECK"	<p>shall mean the scheme for authorised penetration tests which scheme is managed by the NCSC.</p>

“Cloud”	shall mean an off-premise network of remote ICT servers on the Internet to store, process, manage and transmit data.
CREST	shall mean the Council of Registered Ethical Security Testers (CREST) and the associated certified level in penetration testing.
“Cyber Essentials Plus”	shall mean the Government-backed, industry-supported scheme managed by the NCSC with higher level of security requirements to help organisations to protect themselves against online threats or the relevant successor or replacement scheme which is published and/or formally recommended by the NCSC.
“Cyber Security Information Sharing Partnership” or “CiSP”	shall mean the cyber security information sharing partnership established by the NCSC or the relevant successor or replacement scheme which is published and/or formally recommended by the NCSC.
“Good Security Practice”	<p>shall mean:</p> <ul style="list-style-type: none"> a) the technical and organisational measures and practices that are required by, or recommended in, nationally or internationally accepted management standards and codes of practice relating to Information Security (such as published by the International Organization for Standardization or the National Institute of Standards and Technology); b) security standards and guidelines relating to Information Security (including generally accepted principles regarding the segregation of the duties of governance, implementation, and control) provided to the general public or Information Security practitioners and stakeholders by generally recognised authorities and organisations; and c) the Government’s security policies, frameworks, standards, and guidelines relating to Information Security.

“Information Security” shall mean:

- a) the protection and preservation of:
 - i) the confidentiality, integrity and availability of any Buyer Assets, the Buyer’s Systems Environment (or any part thereof) and the Supplier’s Systems Environment (or any part thereof);
 - ii) related properties of information including, but not limited to, authenticity, accountability, and non-repudiation; and
- b) compliance with all Law applicable to the processing, transmission, storage and disposal of Buyer Assets.

“Information Security Manager” shall mean the person appointed by the Supplier with the appropriate experience, authority and expertise to ensure that the Supplier complies with the Buyer’s Security Requirements.

“Information Security Management System (“ISMS”) shall mean the set of policies, processes and systems designed, implemented and maintained by the Supplier to manage Information Security Risk as certified by ISO/IEC 27001.

“Information Security Questionnaire” shall mean the Buyer’s set of questions used to audit and on an ongoing basis assure the Supplier’s compliance with the Buyer’s Security Requirements.

“Information Security Risk” shall mean any risk that might adversely affect Information Security including, but not limited to, a Breach of Security.

“ISO/IEC 27001, ISO/IEC 27002 and ISO 22301 shall mean:

- a) ISO/IEC 27001;
- b) ISO/IEC 27002/IEC; and
- c) ISO 22301

in each case as most recently published by the International Organization for Standardization or its successor entity (the **“ISO”**) or the relevant successor or replacement information security standard which is formally recommended by the ISO.

“NCSC”	shall mean the National Cyber Security Centre or its successor entity (where applicable).
“Penetration Test”	shall mean a simulated attack on any Buyer Assets, the Buyer’s Systems Environment (or any part thereof) or the Supplier’s Systems Environment (or any part thereof).
“PCI DSS”	shall mean the Payment Card Industry Data Security Standard as most recently published by the PCI Security Standards Council, LLC or its successor entity (the “PCI”).
“Risk Profile”	shall mean a description of any set of risks. The set of risks can contain those that relate to a whole organisation, part of an organisation or as otherwise applicable.
“Security Test”	shall include, but not be limited to, Penetration Test, Vulnerability Scan, Availability Test and any other security related test and audit.
“Systems Environment”	shall mean the unique technical and operating characteristics of an IT system and its associated environment, including the hardware, software, firmware, communications capability, organisation, and physical location;
“Tigerscheme”	shall mean a scheme for authorised penetration tests which scheme is managed by USW Commercial Services Ltd.
“Vulnerability Scan”	shall mean an ongoing activity to identify any potential vulnerability in any Buyer Assets, the Buyer’s Systems Environment (or any part thereof) or the Supplier’s Systems Environment (or any part thereof).

- 1.2 Reference to any notice to be provided by the Supplier to the Buyer shall be construed as a notice to be provided by the Supplier to the Buyer’s Representative.

2. PRINCIPLES OF SECURITY

- 2.1 The Supplier shall at all times comply with the Buyer’s Security Requirements and provide a level of security which is in accordance with the Security Policies and Standards, Good Security Practice and Law.

3. ISO/IEC 27001 COMPLIANCE, CERTIFICATION AND AUDIT

- 3.1 The Supplier shall and shall procure that any Sub-Contractor (as applicable) shall, obtain and maintain certification to ISO/IEC 27001 (the “**ISO Certificate**”) in relation to the Services during the Contract Period. The ISO Certificate shall be provided by the Supplier to the Buyer on the dates as agreed by the Parties.
- 3.2 The Supplier shall appoint:
 - a) an Information Security Manager; and
 - b) a deputy Information Security Manager who shall have the appropriate experience, Buyer, and expertise to deputise for the Information Security Manager when s/he is on leave or unavailable for any period of time.
- 3.3 The Supplier shall notify the Buyer of the identity of the Information Security Manager on the Start Date and, , within 5 Working Days following any change in the identity of the Information Security Manager.
- 3.4 The Supplier shall ensure that it operates and maintains the Information Security Management System during the Contract Period and that the Information Security Management System meets the Security Policies and Standards, Good Security Practice and Law and includes:
 - a) a scope statement (which covers all of the Services provided under this Contract);
 - b) a risk assessment (which shall include any risks specific to the Services);
 - c) a statement of applicability.
 - d) a risk treatment plan; and
 - e) an incident management planin each case as specified by ISO/IEC 27001.
- 3.5 The Supplier shall provide copies of the Information Security Management System to the Buyer upon request within 10 Working Days from such request.
- 3.6 The Supplier shall notify the Buyer of any failure to obtain an ISO Certificate or a revocation of an ISO Certificate within 2 Working Days of confirmation of such failure or revocation. The Supplier shall, at its own expense, undertake those actions required in order to obtain an ISO Certificate following such failure or revocation and provide such ISO Certificate within one calendar month of the initial notification of failure or revocation to the Buyer or on a date agreed by the Parties. For the avoidance of doubt, any failure to obtain and/or maintain an ISO Certificate during the Contract Period after the first date on which the Supplier was required to provide the ISO Certificate in accordance with paragraph 0 (regardless of whether such failure is capable of remedy) shall constitute a Material Default entitling the Buyer to exercise its rights under clause 14.4.1.e).
- 3.7 The Supplier shall carry out regular Security Tests in compliance with ISO/IEC 27001 and shall within 10 Working Days after completion of the relevant audit provide any associated security audit reports to the Buyer.

- 3.8 Notwithstanding the provisions of paragraph 3.1 to paragraph 3.7 the Buyer may, in its absolute discretion, notify the Supplier that it is not in compliance with the Buyer's Security Requirements and provide details of such non-compliance. The Supplier shall, at its own expense, undertake those actions required in order to comply with the Buyer's Security Requirements within one calendar month following such notification or on a date as agreed by the Parties. For the avoidance of doubt, any failure to comply with the Buyer's Security Requirements within the required timeframe (regardless of whether such failure is capable of remedy) shall constitute a Material Default entitling the Buyer to exercise its rights under clause 14.4.1 e) .

4. CYBER ESSENTIALS PLUS SCHEME

- 4.1 The Supplier shall and shall procure that any Sub-contractor (as applicable) shall, obtain and maintain certification to Cyber Essentials Plus (the "Cyber Essentials Plus Certificate") in relation to the Services during Contract Period. The Cyber Essentials Plus Certificate shall be provided by the Supplier to the Buyer annually on the dates as agreed by the Parties.
- 4.2 The Supplier shall notify the Buyer of any failure to obtain, or the revocation of, a Cyber Essentials Plus Certificate within 2 Working Days of confirmation of such failure or revocation. The Supplier shall, at its own expense, undertake those actions required in order to obtain a Cyber Essentials Plus Certificate following such failure or revocation. For the avoidance of doubt, any failure to obtain and/or maintain a Cyber Essentials Plus Certificate during the Contract Period after the first date on which the Supplier was required to provide a Cyber Essentials Plus Certificate in accordance with paragraph 0 (regardless of whether such failure is capable of remedy) shall constitute a Material Default entitling the Buyer to exercise its rights under clause 14.4.1 e).

5. RISK MANAGEMENT

- 5.1 The Supplier shall operate and maintain policies and processes for security risk management (the **Risk Management Policy**) during the Contract Period which includes standards and processes for the assessment of any potential security risks in relation to the Services and processes to ensure that the Buyer's Security Requirements are met (the **Risk Assessment**). The Supplier shall provide the Risk Management Policy to the Buyer upon request within 10 Working Days of such request. The Buyer may, at its absolute discretion, require changes to the Risk Management Policy to comply with the Buyer's Security Requirements. The Supplier shall, at its own expense, undertake those actions required in order to implement the changes required by the Buyer within one calendar month of such request or on a date as agreed by the Parties.
- 5.2 The Supplier shall carry out a Risk Assessment (i) at least annually, (ii) in the event of a material change in the Supplier's Systems Environment or in the threat landscape or (iii) at the request of the Buyer. The Supplier shall provide the report of the Risk Assessment to the Buyer, in the case of at least annual Risk Assessments, within 5 Working Days of completion of the Risk Assessment or, in the case of all other Risk Assessments, within one calendar

month after completion of the Risk Assessment or on a date as agreed by the Parties. The Supplier shall notify the Buyer within 5 Working Days if the Risk Profile in relation to the Services has changed materially, for example, but not limited to, from one risk rating to another risk rating.

- 5.3 If the Buyer decides, at its absolute discretion, that any Risk Assessment does not meet the Buyer's Security Requirements, the Supplier shall repeat the Risk Assessment within one calendar month of such request or as agreed by the Parties.
- 5.4 The Supplier shall and shall procure that any Sub-contractor (as applicable) shall, co-operate with the Buyer in relation to the Buyer's own risk management processes regarding the Services.
- 5.5 For the avoidance of doubt, the Supplier shall pay all costs in relation to undertaking any action required to meet the requirements stipulated in this paragraph 0. Any failure by the Supplier to comply with any requirement of this paragraph 0 (regardless of whether such failure is capable of remedy), shall constitute a Material Default entitling the Buyer to exercise its rights under clause 14.4.1 e) .

6. SECURITY AUDIT AND ASSURANCE

- 6.1 The Supplier shall, and shall procure that any Subcontractor (as applicable) shall, complete the information security questionnaire in the format stipulated by the Buyer (the "**Information Security Questionnaire**") at least annually or at the request by the Buyer. The Supplier shall provide the completed Information Security Questionnaire to the Buyer within one calendar month from the date of request.
- 6.2 The Supplier shall conduct Security Tests to assess the Information Security of the Supplier's Systems Environment and, if requested, the Buyer's Systems Environment. In relation to such Security Tests, the Supplier shall appoint a third party which i) in respect of any Penetration Test, is duly accredited by CHECK, CREST (International), or Tigerscheme and, ii) in respect of any Security Test to which PCI DSS apply, is an approved scanning vendor duly accredited by the PCI. Such Security Test shall be carried out (i) at least annually, (ii) in the event of a material change in the Supplier's Systems Environment or in the Buyer's System Environment or (iii) at the request of the Buyer which request may include, but is not limited to, a repeat of a previous Security Test. The content, and format of any report of such Security Tests shall be approved in advance of the Security Test by the Buyer. The Supplier shall provide any report of such Security Tests within one calendar month following the completion of such Security Test or on a date agreed by the Parties. The Supplier shall, at its own expense, undertake those actions required to rectify any risks identified by any Security Test in the manner and within the timeframe required by the Buyer in its absolute discretion.

- 6.3 The Buyer shall be entitled to send a representative to witness the conduct of any Security Test. The Supplier shall provide to the Buyer notice of any Security Test at least one month prior to the relevant Security Test.
- 6.4 Where the Supplier provides code development services to the Buyer, the Supplier shall comply with the Buyer's Security Requirements in respect of code development within the Supplier's Systems Environment and the Buyer's Systems Environment.
- 6.5 Where the Supplier provides software development services, the Supplier shall comply with the code development practices specified in the Specification or in the Buyer's Security Requirements.
- 6.6 The Buyer, or an agent appointed by it, may undertake Security Tests in respect of the Supplier's Systems Environment after providing advance notice to the Supplier. If any Security Test identifies any non-compliance with the Buyer's Security Requirements, the Supplier shall, at its own expense, undertake those actions required in order to rectify such identified non-compliance in the manner and timeframe as stipulated by the Buyer at its absolute discretion. The Supplier shall provide all such co-operation and assistance in relation to any Security Test conducted by the Buyer as the Buyer may reasonably require.
- 6.7 The Buyer and the Supplier (and any Subcontractor when required by the Buyer) shall attend meetings of the Security Review Board in accordance with Schedule 13 (Contract Management) to review security governance.

7. PCI DSS COMPLIANCE AND CERTIFICATION

- 7.1 The Supplier shall comply with the PCI DSS.
- 7.2 The Supplier shall maintain up-to-date attestation of compliance certificates ("AoC") provided by a qualified security assessor accredited by the PCI and up-to-date reports on compliance ("RoC") provided by a qualified security assessor or an internal security assessor, in each case accredited by the PCI (each with the content and format as stipulated by the PCI and such reports the "PCI Reports"), during the Contract Period. The Supplier shall provide the respective PCI Reports to the Buyer upon request within 10 Working Days of such request.
- 7.3 The Supplier shall notify the Buyer of any failure to obtain a PCI Report or a revocation of a PCI Report within 2 Working Days of confirmation of such failure or revocation. The Supplier shall, at its own expense, undertake those actions required in order to obtain a PCI Report following such failure or revocation within one calendar month of such failure or revocation.

8. SECURITY POLICIES AND STANDARDS

- 8.1 The Supplier shall, and shall procure that any Sub-contractor (as applicable) shall, comply with the Security Policies and Standards set out Annex A and B.

- 8.2 Notwithstanding the foregoing, the Buyer's Security Requirements applicable to the Services may be subject to change following certain events including, but not limited to, any relevant change in the delivery of the Services. Where any such change constitutes a Variation, any change in the Buyer's Security Requirements resulting from such Variation (if any) shall be agreed by the Parties in accordance with the Clause 28 (Changing the Contract). Where any such change constitutes an Operational Change (in accordance with paragraph 9 of Schedule 21 (Variation Procedure)), any change in the Authority's Security Requirements resulting from such Operational Change (if any) shall be agreed by the Parties and documented in the relevant Operational Change Confirmation.
- 8.3 The Supplier shall and shall procure that any Sub-contractor (as applicable) shall, maintain appropriate records and is otherwise able to demonstrate compliance with the Security Policies and Standards.

9. CYBER SECURITY INFORMATION SHARING PARTNERSHIP

- 9.1 The Supplier may elect a nominated representative of the Supplier to join the Cyber Security Information Sharing Partnership on behalf of the Supplier during the Contract Period, in which case the Supplier's nominated representative shall participate in the Cyber Security Information Sharing Partnership for the exchange of cyber threat information.
- 9.2 If the Supplier elects a nominated representative to join the Cyber Security Information Sharing Partnership in accordance with Paragraph 9.1 above, it shall review the NCSC weekly threat reports on a weekly basis and implement recommendations in line with the Supplier's Risk Management Policy.

ANNEX A – BUYER SECURITY POLICIES AND STANDARDS

The Security Policies are published on:

<https://www.gov.uk/government/publications/dwp-procurement-security-policies-and-standards> unless specified otherwise:

- a) Acceptable Use Policy
- b) Information Security Policy
- c) Personnel Security Policy
- d) Physical Security Policy
- e) Information Management Policy
- f) Email Policy
- g) Technical Vulnerability Management Policy
- h) Remote Working Policy
- i) Social Media Policy
- j) Forensic Readiness Policy
- k) Microsoft Teams recording and transcription policy
- l) SMS Text Policy
- m) Privileged Users Security Policy
- n) Protective Monitoring Security Policy
- o) User Access Control Policy
- p) Security Classification Policy
- q) Cryptographic Key Management Policy
- r) HMG Personnel Security Controls – May 2018
(published on <https://www.gov.uk/government/publications/hmg-personnel-security-controls>)
- s) NCSC Secure Sanitisation of Storage Media (published on <https://www.ncsc.gov.uk/guidance/secure-sanitisation-storage-media>)

ANNEX B – SECURITY STANDARDS

The Security Standards are published on:

<https://www.gov.uk/government/publications/dwp-procurement-security-policies-and-standards>:

- a) SS-001 - Part 1 - Access & Authentication Controls
- b) SS-001 - Part 2 - Privileged User Access Controls
- c) Security Standard Physical and Electronic Security (Part 1)
- d) SS-002 - PKI & Key Management
- e) SS-003 - Software Development
- f) SS-005 - Database Management System Security Standard
- g) SS-006 - Security Boundaries
- h) SS-007 - Use of Cryptography
- i) SS-008 - Server Operating System
- j) SS-009 - Hypervisor
- k) SS-010 - Desktop Operating System
- l) SS-011 - Containerisation
- m) SS-012 - Protective Monitoring Standard for External Use
- n) SS-013 - Firewall Security
- o) SS-014 - Security Incident Management
- p) SS-015 - Malware Protection
- q) SS-016 - Remote Access
- r) SS-017 - Mobile Devices
- s) SS-018 - Network Security Design
- t) SS-019 - Wireless Network
- u) SS-022 - Voice & Video Communications
- v) SS-023 - Cloud Computing
- w) SS-025 - Virtualisation
- x) SS-027 - Application Security Testing
- y) SS-028 - Microservices Architecture
- z) SS-029 - Securely Serving Web Content
- aa) SS-030 - Oracle Database
- bb) SS-031 - Domain Management
- cc) SS-033 – Patching
- dd) SS-036 – Secure Sanitisation and Destruction

Schedule 17 (NOT USED)

NOT USED

Schedule 18 (Supply Chain Visibility)

1. Definitions

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

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

2. Visibility of Sub-Contract Opportunities in the Supply Chain

- 2.1 The Supplier shall:
- 2.1.1 subject to Paragraph 2.3, advertise on Contracts Finder all Sub-Contract opportunities arising from or in connection with the provision of the Deliverables above a minimum threshold of £25,000 that arise during the Contract Period;
 - 2.1.2 within 90 days of awarding a Sub-Contract to a Subcontractor, update the notice on Contract Finder with details of the successful Subcontractor;
 - 2.1.3 monitor the number, type and value of the Sub-Contract opportunities placed on Contracts Finder advertised and awarded in its supply chain during the Contract Period;
 - 2.1.4 provide reports on the information at Paragraph 2.1.3 to the Buyer in the format and frequency as reasonably specified by the Buyer; and
 - 2.1.5 promote Contracts Finder to its suppliers and encourage those organisations to register on Contracts Finder.

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- 2.2 Each advert referred to a Paragraph 2.1.1 of this Schedule 18 shall provide a full and detailed description of the Sub-Contract opportunity with each of the mandatory fields being completed on Contracts Finder by the Supplier.
- 2.3 The obligations on the Supplier set out at Paragraph 2.1 shall only apply in respect of Sub-Contract opportunities arising after the Effective Date.
- 2.4 Notwithstanding Paragraph 2.1, the Buyer may by giving its prior Approval, agree that a Sub-Contract opportunity is not required to be advertised by the Supplier on Contracts Finder.

3. Visibility of Supply Chain Spend

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

4 Visibility of Payment Practice

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

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

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Annex 1 - Supply Chain Information Report template

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

Schedule 19 (NOT USED)

NOT USED

Schedule 20 (Processing Data)

1. Status of the Controller

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

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

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

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

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

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

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2.11 Before allowing any Subprocessor to Process any Personal Data related to this Contract, the Processor must:

- 2.11.1 notify the Controller in writing of the intended Subprocessor and Processing;
- 2.11.2 obtain the written consent of the Controller;
- 2.11.3 enter into a written agreement with the Subprocessor which gives effect to the terms set out in this Schedule 20 such that they apply to the Subprocessor; and
- 2.11.4 provide the Controller with such information regarding the Subprocessor as the Controller may reasonably require.

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

2.13 The Parties agree to take account of any guidance issued by the Information Commissioner's Office or any other regulatory authority. The Buyer may on not less than thirty (30) Working Days' notice to the Supplier amend this Contract to ensure that it complies with any guidance issued by the Information Commissioner's Office or any other regulatory authority.

3. Where the Parties are Joint Controllers of Personal Data

In the event that the Parties are Joint Controllers in respect of Personal Data under this Contract, the Parties shall implement Paragraphs that are necessary to comply with UK GDPR Article 26 based on the terms set out in Annex **Error! Reference source not found.** (Joint Controller Agreement) to this Schedule 20 (Processing Data).

4. Independent Controllers of Personal Data

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

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

4.3 Where a Party has provided Personal Data to the other Party in accordance with Paragraph 4.2 of this Schedule 20 above, the recipient of the Personal Data will provide all such relevant documents and information relating to its data protection policies and procedures as the other Party may reasonably require.

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

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

- 4.5.1 to the extent necessary to perform their respective obligations under this Contract;

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

as well as any additional measures determined by the Controller being implemented by the importing party;
 - (c) the Data Subject has enforceable rights and effective legal remedies;
 - (d) the transferring Party complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the non-transferring Party in meeting its obligations); and

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

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

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Annex 1 - Processing Personal Data

1. This Annex shall be completed by the Controller, who may take account of the view of the Processor, however the final decision as to the content of this Annex shall be with the Buyer at its absolute discretion.
 - 1.1 The contact details of the Buyer's Data Protection Officer is Dominic Hartley dominic.hartley@dpw.gov.uk
 - 1.2 The contact details of the Supplier's Data Protection Officer are: Charlene Bodom: dataprotection@pcipal.com
 - 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.

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1.5

Description	Details
Identity of Controller for each Category of Personal Data	<p>The Buyer is Controller, and the Supplier is Processor</p> <p>The Parties acknowledge that in accordance with Paragraph 2 and for the purposes of the Data Protection Legislation, the Buyer is the Controller, and the Supplier is the Processor of the following Personal Data:</p> <ul style="list-style-type: none"> • The Personal Data is limited to the identification of the individual, name, address, payment card details, bank account, sort code, address.
Subject matter of the Processing	<p>The processing is required in order for the Supplier to provide the Services to the Authority. In summary, the main task of the Processor is to take payments from the data subject relating to repayment of DWP claims.</p>
Duration of the Processing	<p>The duration of the Agreement.</p>
Nature and purposes of the Processing	<p>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, erasing, or destruction of data (whether or not by automated means) etc.</p>
Type of Personal Data being Processed	<p>Name, Address, Bank details (Sort Code, Account Number, Bank Name, Address) Payment Card Details (Card Number, Expiry date, CVV Number), transaction data and any other information obtained from telephony agents at the point of the transaction.</p>
Categories of Data Subject	<p>Customers of the Buyer.</p>

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Description	Details
<p>Plan for return and destruction of the data once the Processing is complete.</p> <p>UNLESS requirement under law to preserve that type of data</p>	<p>In accordance with industry standards payment card details shall not be held for longer than necessary to complete the payment.</p> <p>The handling of personal data at the end of the contract is covered at paragraph 2.4.5.</p> <p>Personal Data should be processed for no longer than 2 years and erased on a rolling basis.</p>
<p>Locations at which the Supplier and/or its Sub-contractors process Personal Data under this Contract and international transfers and legal gateway</p>	<p>DWP recently rolled out a supplier management portal Resilinc, which is used for supply chain visibility and monitoring. PCI Pal completed the Supply Chain Visibility Assessment listing all the relevant data center locations. All elements of the PCI Pal solution, including those provided by third parties, are hosted within the UK.</p>
<p>Protective Measures that the Supplier and, where applicable, its Sub-contractors have implemented to protect Personal Data processed under this Contract Agreement against a breach of security (insofar as that breach of security relates to data) or a Data Loss Event</p>	<p>PCI Pal has security controls in place as part of ISO 27001, Cyber Essentials Plus and PCI DSS Level 1 Service Provider certifications to secure data transmitted through our Amazon AWS public cloud. No DWP data is stored or processed by PCI Pal, we merely collect and transmit to the DWP approved payment gateway</p>

Schedule 21 (Variation Procedure)

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Schedule 21 (Variation Procedure)

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

1 DEFINITIONS

1.1 In this Schedule, the following definitions shall apply:

“Buyer Change Manager”	the person appointed to that position by the Buyer from time to time and notified in writing to the Supplier or, if no person is notified, the Buyer’s Authorised Representative;
“Change Authorisation Note”	The note prepared by the Supplier in accordance with paragraph 6.2 in substantially the form set out in Annex 3;
“Change Request”	a written request for a Variation which shall be substantially in the form of Annex 1;
“Change Communication”	any Change Request, Impact Assessment, Change Authorisation Note or other communication sent or required to be sent pursuant to this Schedule;
“Fast-track Change”	any Variation which the Parties agree to expedite in accordance with Paragraph 8;
“Impact Assessment”	an assessment of a Change Request in accordance with Paragraph 5;
“Impact Assessment Estimate”	has the meaning given in Paragraph 4.3;
“Receiving Party”	the Party which receives a proposed Variation; and
“Supplier Change Manager”	the person appointed to that position by the Supplier from time to time and notified in writing to the Buyer or, if no person is notified, the Supplier’s Authorised Representative.

2 GENERAL PRINCIPLES OF VARIATION PROCEDURE

2.1 This Schedule sets out the procedure for dealing with Variations.

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- 2.2 Operational Changes shall be processed in accordance with Paragraph 9. If either Party is in doubt about whether a change falls within the definition of an Operational Change, then it must be processed as a Variation.
- 2.3 The Parties shall deal with Variations as follows:
- (a) either Party may request a Variation which they shall initiate by issuing a Change Request in accordance with Paragraph 4;
 - (b) unless this Contract otherwise requires, the Supplier shall assess and document the potential impact of a proposed Variation in accordance with Paragraph 5, before the Variation can be either approved or implemented;
 - (c) the Buyer shall have the right to request amendments to a Change Request, approve it or reject it in the manner set out in Paragraph 6;
 - (d) the Supplier shall have the right to reject a Change Request solely in the manner set out in Paragraph 7;
 - (e) save as otherwise provided in this Contract, no proposed Variation shall be implemented by the Supplier until a Change Authorisation Note has been signed and issued by the Buyer in accordance with Paragraph 6.2; and
 - (f) if a proposed Variation is a Fast-track Change, it shall be processed in accordance with Paragraph 8.
- 2.4 To the extent that any Variation requires testing and/or a programme for implementation, then the Parties shall follow the procedures set out in Schedule 8 (Implementation Plan and Testing), and, where appropriate, the Change Authorisation Note relating to such a Variation shall specify Milestones and Milestone Date(s) in respect of such Variation for the purposes of such procedures.
- 2.5 Until a Change Authorisation Note has been signed and issued by the Buyer in accordance with Paragraph 6.2, then:
- (a) unless the Buyer expressly agrees (or requires) otherwise in writing, the Supplier shall continue to supply the Services in accordance with the existing terms of this Contract as if the proposed Variation did not apply; and
 - (b) any discussions, negotiations or other communications which may take place between the Buyer and the Supplier in connection with any proposed Variation, including the submission of any Change Communications, shall be without prejudice to each Party's other rights under this Contract.
- 2.6 The Supplier shall:

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- (a) within 10 Working Days of the Buyer's signature and issue of a Change Authorisation Note, deliver to the Buyer a copy of this Contract updated to reflect all Variations agreed in the relevant Change Authorisation Note and annotated with a reference to the Change Authorisation Note pursuant to which the relevant Variations were agreed; and
- (b) thereafter provide to the Buyer such further copies of the updated Contract as the Buyer may from time-to-time request.

3 COSTS**3.1 Subject to Paragraph 3.3:**

- (a) the costs of preparing each Change Request shall be borne by the Party making the Change Request; and
- (b) the costs incurred by the Supplier in undertaking an Impact Assessment shall be borne by the Party making the Change Request save that the Buyer shall not be required to pay, and the Supplier shall meet all such costs where:
 - (i) the costs of undertaking the Impact Assessment are less than £5000;
 - (ii) the Supplier is able to undertake the Impact Assessment by using resources already deployed in the provision of the Services; or
 - (iii) such costs exceed those in the accepted Impact Assessment Estimate.

3.2 The cost of any Variation shall be calculated and charged in accordance with the principles and day rates, or day costs (as applicable) set out in Schedule 3 (Charges). The Supplier shall be entitled to propose an increase to the Charges only if it can demonstrate in the Impact Assessment that the proposed Variation requires additional resources and, in any event, any change to the Charges resulting from a Variation (whether the change will cause an increase or a decrease in the Charges) will be strictly proportionate to the increase or decrease in the level of resources required for the provision of the Services as amended by the Variation.

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

4 CHANGE REQUEST

4.1 Either Party may issue a Change Request to the other Party at any time during the Contract Period. A Change Request shall be substantially in the form of

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Annex 1 and state whether the Party issuing the Change Request considers the proposed Variation to be a Fast-track Change.

- 4.2 If the Supplier issues the Change Request, then it shall also provide an Impact Assessment in substantially the same form as set out as Annex 2 to the Buyer as soon as is reasonably practicable but in any event within 10 Working Days of the date of issuing the Change Request.
- 4.3 If the Buyer issues the Change Request, then the Supplier shall provide as soon as reasonably practical and in any event within ten (10) Working Days of the date of receiving the Change Request an estimate (“**Impact Assessment Estimate**”) of the cost of preparing an Impact Assessment and the timetable for preparing it. The timetable shall provide for the completed Impact Assessment to be received by the Buyer within ten (10) Working Days of notice of acceptance of the Impact Assessment Estimate by the Buyer, or such longer time period as is agreed by the Buyer in writing.
- 4.4 If the Supplier requires any clarification in relation to the Change Request before it can deliver the Impact Assessment Estimate, then it shall promptly make a request for clarification to the Buyer and provided that sufficient information is received by the Buyer to fully understand:
- (a) the nature of the request for clarification; and
 - (b) the reasonable justification for the request;

the time period to complete the Impact Assessment shall be extended by the time taken by the Buyer to provide that clarification. The Buyer shall respond to the request for clarification as soon as is reasonably practicable.

5 IMPACT ASSESSMENT

- 5.1 Each Impact Assessment shall be completed in good faith and shall include:
- (a) details of the proposed Variation including the reason for the Variation; and
 - (b) details of the impact of the proposed Variation on the Services, the Optional Services (if any) and the Supplier's ability to meet its other obligations under this Contract;
 - (c) any variation to the terms of this Contract that will be required as a result of that impact, including changes to:
 - (i) the Schedule 2 (Specification) , the Key Performance Indicators and/or the Service Level Thresholds and/or the Service Level Performance Measures, as set out in Schedule 10 (Service Levels and KPIs);
 - (ii) the format of Buyer Data, as set out in the Schedule 2 (Specification);

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- (iii) the Milestones, Implementation Plan and any other timetable previously agreed by the Parties;
 - (iv) other services provided by third party contractors to the Buyer, including any changes required by the proposed Variation to the Buyer's IT infrastructure;
 - (d) details of the cost of implementing the proposed Variation;
 - (e) details of the ongoing costs required by the proposed Variation when implemented, including any increase or decrease in the Charges, any alteration in the resources and/or expenditure required by either Party and any alteration to the working practices of either Party;
 - (f) a timetable for the implementation, together with any proposals for the testing of the Variation;
 - (g) details of how the proposed Variation will ensure compliance with any applicable Change in Law; and
 - (h) such other information as the Buyer may reasonably request in (or in response to) the Change Request.
- 5.2 If the Variation involves the processing or transfer of any Personal Data outside the United Kingdom, the preparation of the Impact Assessment shall also be subject to Clause 18 (Data protection).
- 5.3 Subject to the provisions of Paragraph 5.4, the Buyer shall review the Impact Assessment and respond to the Supplier in accordance with Paragraph 6...
- 5.4 If the Buyer is the Receiving Party and the Buyer reasonably considers that it requires further information regarding the proposed Variation so that it may properly evaluate the Change Request and the Impact Assessment, then within 5 Working Days of receiving the Impact Assessment, it shall notify the Supplier of this fact and detail the further information that it requires. The Supplier shall then re-issue the relevant Impact Assessment to the Buyer within 10 Working Days of receiving such notification. At the Buyer's discretion, the Parties may repeat the process described in this Paragraph (5.4) until the Buyer is satisfied that it has sufficient information to properly evaluate the Change Request and Impact Assessment.
- 5.5 The calculation of costs for the purposes of Paragraphs 5.1(d) and (e) shall:
- (a) include estimated volumes of each type of resource to be employed and the applicable rate card;
 - (b) include full disclosure of any assumptions underlying such Impact Assessment;

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- (c) include evidence of the cost of any assets required for the Variation; and
- (d) include details of any new Sub-Contracts necessary to accomplish the Variation.

6 BUYER'S RIGHT OF APPROVAL

- 6.1 Within 15 Working Days of receiving the Impact Assessment from the Supplier or within 10 Working Days of receiving the further information that it may request pursuant to Paragraph 5.4, the Buyer shall evaluate the Change Request and the Impact Assessment and shall do one of the following:
- (a) approve the proposed Variation, in which case the Parties shall follow the procedure set out in Paragraph 6.2;
 - (b) in its absolute discretion reject the Variation, in which case it shall notify the Supplier of the rejection. The Buyer shall not reject any proposed Variation to the extent that the Variation is necessary for the Supplier or the Services to comply with any Changes in Law. If the Buyer does reject a Variation, then it shall explain its reasons in writing to the Supplier as soon as is reasonably practicable following such rejection; or
 - (c) in the event that it reasonably believes that a Change Request or Impact Assessment contains errors or omissions, require the Supplier to modify the relevant document accordingly, in which event the Supplier shall make such modifications within 5 Working Days of such request. Subject to Paragraph 5.4, on receiving the modified Change Request and/or Impact Assessment, the Buyer shall approve or reject the proposed Variation within 10 Working Days.
- 6.2 If the Buyer approves the proposed Variation pursuant to Paragraph 6.1 and it has not been rejected by the Supplier in accordance with Paragraph 7, then it shall inform the Supplier and the Supplier shall prepare two copies of a Change Authorisation Note in a form substantially as set out in Annex 3 which it shall sign and deliver to the Buyer for its signature. Following receipt by the Buyer of the Change Authorisation Note, it shall sign both copies and return one copy to the Supplier. On the Buyer's signature the Change Authorisation Note shall constitute (or, where the Buyer has agreed to or required the implementation of a Variation prior to signature of a Change Authorisation Note, shall constitute confirmation of) a binding Variation to this Contract.
- 6.3 If the Buyer does not sign the Change Authorisation Note within 10 Working Days, then the Supplier shall have the right to notify the Buyer and if the Buyer does not sign the Change Authorisation Note within 5 Working Days of such notification, then the Supplier may refer the matter to the Expedited Dispute Timetable pursuant to the Dispute Resolution Procedure.

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7 SUPPLIER'S RIGHT OF APPROVAL

7.1 Following an Impact Assessment, if:

- (a) the Supplier reasonably believes that any proposed Variation which is requested by the Buyer would:
 - (i) materially and adversely affect the risks to the health and safety of any person; and/or
 - (ii) require the Services to be performed and/or the Deliverables to be provided in a way that infringes any Law; and/or
- (b) the Supplier demonstrates to the Buyer's reasonable satisfaction that the proposed Variation is technically impossible to implement and neither the Supplier Solution nor the Services Description state that the Supplier does have the technical capacity and flexibility required to implement the proposed Variation,

then the Supplier shall be entitled to reject the proposed Variation and shall notify the Buyer of its reasons for doing so within 5 Working Days after the date on which it is obliged to deliver the Impact Assessment pursuant to Paragraph 4.3.

8 FAST-TRACK CHANGES

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

8.2 If:

- (a) the total number of Variations in relation to which this Fast-track Change procedure has been applied does not exceed 4 in any 12-month period; and
- (b) both Parties agree the value of the proposed Variation over the remaining Contract Period and any period for which Termination Services may be required does not exceed £50,000 and the proposed Variation is not significant (as determined by the Buyer acting reasonably),

then the Parties shall confirm to each other in writing that they shall use the process set out in Paragraphs 4, 5, 6 and 7 but with reduced timescales, such that any period of 15 Working Days is reduced to 5 Working Days, any period of 10 Working Days is reduced to 2 Working Days and any period of 5 Working Days is reduced to 1 Working Day.

8.3 The Parties may agree in writing to revise the parameters set out in Paragraph 8.2 from time to time or that the Fast-track Change procedure shall be used in relation to a particular Variation notwithstanding that the total number of

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Variations to which such procedure is applied will then exceed 4 in a 12-month period.

9 OPERATIONAL CHANGE PROCEDURE

9.1 Any Operational Changes identified by the Supplier to improve operational efficiency of the Services may be implemented by the Supplier without following the Variation procedure as set out in the Schedule for proposed Variations provided, they do not:

- (a) have an impact on the business of the Buyer;
- (b) require a change to this Contract;
- (c) have a direct impact on use of the Services; or
- (d) involve the Buyer in paying any additional Charges or other costs.

9.2 The Buyer may request an Operational Change by submitting a written request for Operational Change ("**RFOC**") to the Supplier's Authorised Representative.

9.3 The RFOC shall include the following details:

- (a) the proposed Operational Change; and
- (b) the timescale for completion of the Operational Change.

9.4 The Supplier shall inform the Buyer of any impact on the Services that may arise from the proposed Operational Change.

9.5 The Supplier shall complete the Operational Change by the timescale specified for completion of the Operational Change in the RFOC and shall promptly notify the Buyer when the Operational Change is completed.

10 COMMUNICATIONS

10.1 For any Change Communication to be valid under this Schedule, it must be sent to either the Buyer Change Manager or the Supplier Change Manager, as applicable. The provisions of Clause 29 (*How to communicate about the contract*) shall apply to a Change Communication as if it were a notice.

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ANNEX 1: CHANGE REQUEST FORM

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

ANNEX 2: IMPACT ASSESSMENT**(FOR COMPLETION BY SUPPLIER)**

Change Request No:	Contract Title & Contract Number:	Supplier Name & Registered No:
Variation Title:		Variation Implementation Date:
Full Details of the Impact the proposed Variation will have on the services and your ability to meet your other obligations under this Contract:		
Any additional changes to this Contract that will be required as a result of the change – including any:		
1.Service/Service Levels/Performance Levels 2.Format of Buyer Data 3.Timetable for the Implementation, including testing 4.Amendments to contract wording 5.Cost of implementing the change – ongoing/increase/decrease in costs 6.Alteration in Resources – estimated volumes and applicable rates		
Impact Assessment Completed by: (Name & Position in Organisation)		
(For Completion by the Buyer)		
Impact Assessment Approved by: (Name & Date)		
Impact Assessment Rejected by: (Name & Date)		

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<p>Reason for Rejection:</p>

ANNEX 3: CHANGE AUTHORISATION NOTE

CR NO.:	TITLE:	DATE RAISED:
CONTRACT:	TYPE OF CHANGE:	REQUIRED BY DATE:
[MILESTONE DATE: <i>[if any]</i>]		
DETAILED DESCRIPTION OF CONTRACT CHANGE FOR WHICH IMPACT ASSESSMENT IS BEING PREPARED AND WORDING OF RELATED CHANGES TO THE CONTRACT:		
PROPOSED ADJUSTMENT TO THE CHARGES RESULTING FROM THE CONTRACT CHANGE:		
DETAILS OF PROPOSED ONE-OFF ADDITIONAL CHARGES AND MEANS FOR DETERMINING THESE (E.G. FIXED PRICE BASIS):		
SIGNED ON BEHALF OF THE BUYER:		SIGNED ON BEHALF OF THE SUPPLIER:
Signature:_____		Signature:_____
Name:_____		Name:_____
Position:_____		Position:_____
Date:_____		Date:_____

Schedule 22 (Insurance Requirements)

1. The insurance you need to have.

- 1.1 The Supplier shall take out and maintain or procure the taking out and maintenance of the insurances as set out in the Annex to this Schedule and any other insurances as may be required by applicable Law (together the “**Insurances**”). The Supplier shall ensure that each of the Insurances is effective no later than 1st March 2025 in respect of those Insurances set out in the Annex to this Schedule and those required by applicable Law; and
- 1.2 The Insurances shall be:
 - 1.2.1 maintained in accordance with Good Industry Practice;
 - 1.2.2 (so far as is reasonably practicable) on terms no less favourable than those generally available to a prudent contractor in respect of risks insured in the international insurance market from time to time;
 - 1.2.3 taken out and maintained with insurers of good financial standing and good repute in the international insurance market; and
 - 1.2.4 maintained until the End Date except in relation to Professional Indemnity where required under the Annex Part C which shall be maintained for at least six (6) years after the End Date.
- 1.3 The Supplier shall ensure that the public and products liability policy contain an indemnity to principal’s clause under which the Buyer shall be indemnified in respect of claims made against the Buyer in respect of death or bodily injury or third-party property damage arising out of or in connection with the Deliverables or loss of damage to property or any other loss and for which the Supplier is legally liable.
- 1.4 The Supplier shall hold employer’s liability insurance in respect of Staff in accordance with any legal requirement from time to time in force and in accordance with Part B (United Kingdom Compulsory Insurances) of the Annex.
- 1.5 The Supplier shall effect and maintain with a reputable insurance company a fidelity insurance policy or policies in respect of the loss, theft, or misappropriation of moneys up to the sum of not less than, one million pounds /£1,000,000 per claim, whilst in the custody or possession of the Supplier, or its Staff.

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

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

3. What happens if you aren't insured

- 3.1 The Supplier shall not take any action or fail to take any action or (insofar as is reasonably within its power) permit anything to occur in relation to it which would entitle any insurer to refuse to pay any claim under any of the Insurances.
- 3.2 Where the Supplier has failed to purchase or maintain any of the Insurances in full force and effect, the Buyer may elect (but shall not be obliged) following written notice to the Supplier to purchase the relevant Insurances and recover the reasonable premium and other reasonable costs incurred in connection therewith as a debt due from the Supplier.

4. Evidence of insurance you must provide.

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

5. Making sure you are insured to the required amount.

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

6. Cancelled Insurance

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

7. Insurance claims

- 7.1 The Supplier shall promptly notify to insurers any matter arising from, or in relation to, the Deliverables, or this Contract for which it may be entitled to claim under any of the Insurances. In the event that the Buyer receives a claim relating to or arising out of this Contract or the Deliverables, the Supplier shall co-operate with the Buyer and assist it in dealing with such claims including without limitation providing information and documentation in a timely manner.
- 7.2 Except where the Buyer is the claimant party, the Supplier shall give the Buyer notice within twenty (20) Working Days after any insurance claim in excess of £250,000 relating to or arising out of the provision of the Deliverables or this Contract on any of the Insurances or which, but for the application of the applicable policy excess, would be made on any of the Insurances and (if required by the Buyer) full details of the incident giving rise to the claim.
- 7.3 Where any Insurance requires payment of a premium, the Supplier shall be liable for and shall promptly pay such premium.
- 7.4 Where any Insurance is subject to an excess or deductible below which the indemnity from insurers is excluded, the Supplier shall be liable for such excess or deductible. The Supplier shall not be entitled to recover from the Buyer any sum paid by way of excess or deductible under the Insurances whether under the terms of this Contract or otherwise.
- 7.5 The provisions of any insurance or the amount of cover shall not relieve the Supplier of any liabilities under the Contract. It shall be the responsibility of the Supplier to determine the amount of insurance cover that will be adequate to enable the Supplier to satisfy any liability referred to in Clause 15.

ANNEX: REQUIRED INSURANCES

PART A: THIRD PARTY PUBLIC AND PRODUCTS LIABILITY INSURANCE

1. Insured

1.1 The Supplier

2. Interest

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

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

2.1.2 loss of or damage to physical property;

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

3. Required Insurance and limit of indemnity.

3.1 Third Party Public and Product Liability Insurance	Not less than £25 million in respect of any one occurrence, the number of occurrences being unlimited in any annual policy period, but £15 million in the aggregate per annum in respect of products and pollution liability
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3.2 And the limit of indemnity, as referenced in the Award Form and clause 15.1A, shall be equivalent to the extent insured by the policy.

4. Territorial limits

United Kingdom

4.1 Period of insurance

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

5. Cover features and extensions

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

6. Principal exclusions

6.1 War and related perils.

6.2 Nuclear and radioactive risks.

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- 6.3 Liability for death, illness, disease or bodily injury sustained by employees of the Insured arising out of the course of their employment.
- 6.4 Liability arising out of the use of mechanically propelled vehicles whilst required to be compulsorily insured by applicable Law in respect of such vehicles.
- 6.5 Liability in respect of predetermined penalties or liquidated damages imposed under any contract entered into by the Insured.
- 6.6 Liability arising out of technical or professional advice other than in respect of death or bodily injury to persons or damage to third party property.
- 6.7 Liability arising from the ownership, possession or use of any aircraft or marine vessel.
- 6.8 Liability arising from seepage and pollution unless caused by a sudden, unintended, unexpected, and accidental occurrence.
- 7. Maximum deductible threshold**
- 7.1 Not to exceed **£ 500.00** for each and every third party property damage claim (personal injury claims to be paid in full).

PART B: UNITED KINGDOM COMPULSORY INSURANCES

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

Employer's Liability Insurance	Not less than £10 million per claim
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PART C: ADDITIONAL INSURANCES

Cyber Liability Insurance	for cyber risk exposures, not less than £10 million per claim
Professional Indemnity policy	for a potential breach of professional duty by the Supplier in connection with professional advice and /or professional services, not less than £10 million per claim and such policy to maintained for 6 years following the End Date
Fidelity Insurance	in respect of the loss, theft or misappropriation of sums appropriate to the Contract while such sums are in the possession of the Supplier, not less than £1 million per claim

Schedule 23 (Guarantee)

1. Definitions

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

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

2. Guarantee

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

2.1.1 an executed Guarantee from a Guarantor; and

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

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

2.2.1 the Guarantor withdraws the Guarantee for any reason whatsoever;

2.2.2 the Guarantor is in breach or anticipatory breach of the Guarantee;

2.2.3 an Insolvency Event occurs in respect of the Guarantor;

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

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

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

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

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Annex 1 – Form of Guarantee

[INSERT NAME OF THE GUARANTOR]

- AND -

[INSERT NAME OF THE BENEFICIARY]

DEED OF GUARANTEE

DEED OF GUARANTEE

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

PROVIDED BY:

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

WHEREAS:

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

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

1. DEFINITIONS AND INTERPRETATION

In this Deed of Guarantee:

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

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

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

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	under, ancillary to or calculated by reference to the Guaranteed Agreement;
"Services"	has the meaning given to it in this Contract;
"Supplier"	means [Insert the name, address, and registration number of the Supplier as each appears in the Award Form].

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

2. GUARANTEE AND INDEMNITY

- 2.1 The Guarantor irrevocably and unconditionally guarantees and undertakes to the Beneficiary to procure that the Supplier duly and punctually performs all of the Guaranteed Obligations now or hereafter due, owing or incurred by the Supplier to the Beneficiary.
- 2.2 The Guarantor irrevocably and unconditionally undertakes upon demand to pay to the Beneficiary all monies and liabilities which are now or at any time hereafter shall have become payable by the Supplier to the Beneficiary

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under or in connection with the Guaranteed Agreement or in respect of the Guaranteed Obligations as if it were a primary obligor.

2.3 If at any time the Supplier shall fail to perform any of the Guaranteed Obligations, the Guarantor, as primary obligor, irrevocably and unconditionally undertakes to the Beneficiary that, upon first demand by the Beneficiary it shall, at the cost and expense of the Guarantor:

2.3.1 fully, punctually, and specifically perform such Guaranteed Obligations as if it were itself a direct and primary obligor to the Beneficiary in respect of the Guaranteed Obligations and liable as if the Guaranteed Agreement had been entered into directly by the Guarantor and the Beneficiary; and

2.3.2 as a separate and independent obligation and liability, indemnify and keep the Beneficiary indemnified against all losses, damages, costs and expenses (including VAT thereon, and including all court costs and all legal fees on a solicitor and own client basis, together with any disbursements,) of whatever nature which may result or which such Beneficiary may suffer, incur or sustain arising in any way whatsoever out of a failure by the Supplier to perform the Guaranteed Obligations save that, subject to the other provisions of this Deed of Guarantee, this shall not be construed as imposing greater obligations or liabilities on the Guarantor than are purported to be imposed on the Supplier under the Guaranteed Agreement.

2.4 As a separate and independent obligation and liability from its obligations and liabilities under Clauses 2.1 to 2.3 above, the Guarantor as a primary obligor irrevocably and unconditionally undertakes to indemnify and keep the Beneficiary indemnified on demand against all losses, damages, costs and expenses (including VAT thereon, and including all legal costs and expenses), of whatever nature, whether arising under statute, contract or at common law, which such Beneficiary may suffer or incur if any obligation guaranteed by the Guarantor is or becomes unenforceable, invalid or illegal as if the obligation guaranteed had not become unenforceable, invalid or illegal provided that the Guarantor's liability shall be no greater than the Supplier's liability would have been if the obligation guaranteed had not become unenforceable, invalid or illegal.

3. OBLIGATION TO ENTER INTO A NEW CONTRACT

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

4. DEMANDS AND NOTICES

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

[Insert Address of the Guarantor in England and Wales]

[Insert Facsimile Number]

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

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

- 4.2 Any notice or demand served on the Guarantor, or the Beneficiary under this Deed of Guarantee shall be deemed to have been served:

4.2.1 if delivered by hand, at the time of delivery; or

4.2.2 if posted, at 10.00 a.m. on the second Working Day after it was put into the post; or

4.2.3 if sent by facsimile, at the time of despatch, if despatched before 5.00 p.m. on any Working Day, and in any other case at 10.00 a.m. on the next Working Day.

- 4.3 In proving service of a notice or demand on the Guarantor or the Beneficiary it shall be sufficient to prove that delivery was made, or that the envelope containing the notice or demand was properly addressed and posted as a prepaid first class recorded delivery letter, or that the facsimile message was properly addressed and despatched, as the case may be.

- 4.4 Any notice purported to be served on the Beneficiary under this Deed of Guarantee shall only be valid when received in writing by the Beneficiary.

5. BENEFICIARY'S PROTECTIONS

- 5.1 The Guarantor shall not be discharged or released from this Deed of Guarantee by any arrangement made between the Supplier and the Beneficiary (whether or not such arrangement is made with or without the assent of the Guarantor) or by any amendment to or termination of the Guaranteed Agreement or by any forbearance or indulgence whether as to payment, time, performance or otherwise granted by the Beneficiary in relation thereto (whether or not such amendment, termination, forbearance or indulgence is made with or without the assent of the Guarantor) or by the Beneficiary doing (or omitting to do) any other matter or thing which but for this provision might exonerate the Guarantor.

- 5.2 This Deed of Guarantee shall be a continuing security for the Guaranteed Obligations and accordingly:

5.2.1 it shall not be discharged, reduced, or otherwise affected by any partial performance (except to the extent of such partial

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performance) by the Supplier of the Guaranteed Obligations or by any omission or delay on the part of the Beneficiary in exercising its rights under this Deed of Guarantee;

- 5.2.2 it shall not be affected by any dissolution, amalgamation, reconstruction, reorganisation, change in status, function, control or ownership, insolvency, liquidation, administration, appointment of a receiver, voluntary arrangement, any legal limitation, or other incapacity, of the Supplier, the Beneficiary, the Guarantor, or any other person;
 - 5.2.3 if, for any reason, any of the Guaranteed Obligations shall prove to have been or shall become void or unenforceable against the Supplier for any reason whatsoever, the Guarantor shall nevertheless be liable in respect of that purported obligation or liability as if the same were fully valid and enforceable and the Guarantor were principal debtor in respect thereof; and
 - 5.2.4 the rights of the Beneficiary against the Guarantor under this Deed of Guarantee are in addition to, shall not be affected by and shall not prejudice, any other security, guarantee, indemnity or other rights or remedies available to the Beneficiary.
- 5.3 The Beneficiary shall be entitled to exercise its rights and to make demands on the Guarantor under this Deed of Guarantee as often as it wishes and the making of a demand (whether effective, partial or defective) in respect of the Default by the Supplier of any Guaranteed Obligation shall not preclude the Beneficiary from making a further demand in respect of the same or some other Default in respect of the same Guaranteed Obligation.
- 5.4 The Beneficiary shall not be obliged before taking steps to enforce this Deed of Guarantee against the Guarantor to obtain judgment against the Supplier or the Guarantor or any third party in any court, or to make or file any claim in a bankruptcy or liquidation of the Supplier or any third party, or to take any action whatsoever against the Supplier or the Guarantor or any third party or to resort to any other security or guarantee or other means of payment. No action (or inaction) by the Beneficiary in respect of any such security, guarantee or other means of payment shall prejudice or affect the liability of the Guarantor hereunder.
- 5.5 The Beneficiary's rights under this Deed of Guarantee are cumulative and not exclusive of any rights provided by law and may be exercised from time to time and as often as the Beneficiary deems expedient.
- 5.6 Any waiver by the Beneficiary of any terms of this Deed of Guarantee, or of any Guaranteed Obligations shall only be effective if given in writing and then only for the purpose and upon the terms and conditions, if any, on which it is given.
- 5.7 Any release, discharge or settlement between the Guarantor and the Beneficiary shall be conditional upon no security, disposition or payment to the Beneficiary by the Guarantor or any other person being void, set aside or ordered to be refunded pursuant to any enactment or law relating to

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liquidation, administration or insolvency or for any other reason whatsoever and if such condition shall not be fulfilled the Beneficiary shall be entitled to enforce this Deed of Guarantee subsequently as if such release, discharge or settlement had not occurred and any such payment had not been made. The Beneficiary shall be entitled to retain this security after as well as before the payment, discharge or satisfaction of all monies, obligations and liabilities that are or may become due owing or incurred to the Beneficiary from the Guarantor for such period as the Beneficiary may determine.

- 5.8 The Guarantor shall afford any auditor of the Beneficiary appointed under the Guaranteed Agreement access to such records and accounts at the Guarantor's premises and/or provide such records and accounts or copies of the same, as may be required and agreed with any of the Beneficiary's auditors from time to time, in order that the Auditor may identify or investigate any circumstances which may impact upon the financial stability of the Guarantor.

6. GUARANTOR INTENT

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

7. RIGHTS OF SUBROGATION

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

7.1.1 of subrogation and indemnity;

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

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

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

8. DEFERRAL OF RIGHTS

- 8.1 Until all amounts which may be or become payable by the Supplier under or in connection with the Guaranteed Agreement have been irrevocably paid in

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full, the Guarantor agrees that, without the prior written consent of the Beneficiary, it will not:

- 8.1.1 exercise any rights it may have to be indemnified by the Supplier;
 - 8.1.2 claim any contribution from any other guarantor of the Supplier's obligations under the Guaranteed Agreement;
 - 8.1.3 take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Beneficiary under the Guaranteed Agreement or of any other guarantee or security taken pursuant to, or in connection with, the Guaranteed Agreement;
 - 8.1.4 demand or accept repayment in whole or in part of any indebtedness now or hereafter due from the Supplier; or
 - 8.1.5 claim any set-off or counterclaim against the Supplier;
- 8.2 If the Guarantor receives any payment or other benefit or exercises any set off or counterclaim or otherwise acts in breach of this Clause 8, anything so received and any benefit derived directly or indirectly by the Guarantor therefrom shall be held on trust for the Beneficiary and applied in or towards discharge of its obligations to the Beneficiary under this Deed of Guarantee.

9. REPRESENTATIONS AND WARRANTIES

- 9.1 The Guarantor hereby represents and warrants to the Beneficiary that:
- 9.1.1 the Guarantor is duly incorporated and is a validly existing company under the laws of its place of incorporation, has the capacity to sue or be sued in its own name and has power to carry on its business as now being conducted and to own its property and other assets;
 - 9.1.2 the Guarantor has full power and authority to execute, deliver and perform its obligations under this Deed of Guarantee and no limitation on the powers of the Guarantor will be exceeded as a result of the Guarantor entering into this Deed of Guarantee;
 - 9.1.3 the execution and delivery by the Guarantor of this Deed of Guarantee and the performance by the Guarantor of its obligations under this Deed of Guarantee including entry into and performance of a contract pursuant to Clause 3, have been duly authorised by all necessary corporate action and do not contravene or conflict with:
 - (a) the Guarantor's memorandum and articles of association or other equivalent constitutional documents;
 - (b) any existing law, statute, rule or regulation or any judgment, decree or permit to which the Guarantor is subject; or
 - (c) the terms of any agreement or other document to which the Guarantor is a Party or which is binding upon it or any of its assets;

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- 9.1.4 all governmental and other authorisations, approvals, licences, and consents, required or desirable, to enable it lawfully to enter into, exercise its rights and comply with its obligations under this Deed of Guarantee, and to make this Deed of Guarantee admissible in evidence in its jurisdiction of incorporation, have been obtained or effected and are in full force and effect; and
- 9.1.5 this Deed of Guarantee is the legal, valid, and binding obligation of the Guarantor and is enforceable against the Guarantor in accordance with its terms.

10. PAYMENTS AND SET-OFF

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

11. GUARANTOR'S ACKNOWLEDGEMENT

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

12. ASSIGNMENT

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

13. SEVERANCE

If any provision of this Deed of Guarantee is held invalid, illegal, or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed and the remainder of the provisions hereof shall continue in full force and

effect as if this Deed of Guarantee had been executed with the invalid, illegal or unenforceable provision eliminated.

14. THIRD PARTY RIGHTS

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

15. SURVIVAL

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

16. GOVERNING LAW

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

16.2 The Guarantor irrevocably agrees for the benefit of the Beneficiary that the courts of England shall have jurisdiction to hear and determine any suit, action, or proceedings and to settle any dispute which may arise out of or in connection with this Deed of Guarantee and for such purposes hereby irrevocably submits to the jurisdiction of such courts.

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

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

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

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

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

EXECUTED as a DEED by

[Insert name of the Guarantor] acting by **[Insert/print names]**

Director

Director/Secretary

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Schedule 24 (Financial Difficulties)

1. Definitions

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

“Applicable Financial Indicators”	means the financial indicators from Part C of Annex 2 which are to apply to the Monitored Suppliers as set out in Part B of Annex 3;
“Acceptable Financial Ratio Level”	means those financial Ratio levels set out in Table 1 of Part C of Annex 2 as “acceptable”;
"Credit Rating Threshold"	the minimum credit rating level for each entity in the FDE Group as set out in Part A of Annex 2;
“Credit Reference Agencies”	the credit reference agencies listed in Part B of Annex 1;
“Credit Score Notification Trigger”	the minimum size of any downgrade in a credit score, set out in Part B of Annex 2, which triggers a Credit Score Notification Trigger Event;
“Credit Score Notification Trigger Event”	any downgrade of a credit score which is equal to or greater than the Credit Score Notification Trigger;
"Credit Score Threshold"	the minimum credit score level for each entity in the FDE Group as set out in Part B of Annex 2;
“FDE Group”	means the Supplier, Key Sub-contractors, the Guarantor and the Monitored Suppliers;
"Financial Distress Service Continuity Plan"	a plan setting out how the Supplier will ensure the continued performance and delivery of the Deliverables in accordance with the Contract if a Financial Distress Event occurs. This plan should include what the Buyer would need to put in place to ensure performance and delivery of the Deliverables in accordance with this Contract up to and including any Insolvency Event in respect of the relevant FDE Group entity;
“Financial Indicators”	in respect of the Supplier, Key Sub-contractors and the Guarantor, means each

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	of the financial indicators set out at Part C of Annex 2 (including the Financial Ratios), and in respect of each Monitored Supplier, means those Applicable Financial Indicators;
"Financial Ratio(s)"	means, in respect of the Guarantor, the levels set out Table 1 of Annex 2 Part C;
"Financial Target Thresholds"	means the target thresholds for each of the Financial Indicators set out at Part C of Annex 2;
"Primary Metric"	3.34.3financial indicators pursuant to Paragraph5.4
"Monitored Supplier"	those entities specified in Part B of Annex 3;
"Rating Agencies"	the rating agencies listed in Part A of Annex 1;
"Risk Level 1 Financial Distress Event"	has the meaning set out in Paragraph 6.1 of this Schedule;
"Risk Level 2 Financial Distress Event"	has the meaning set out in Paragraph 6.2 of this Schedule; and
"Profit Warning Event"	shall mean the issue by Provider and/or the Guarantor of a profit warning to a stock exchange (or making any other public announcement about a material deterioration in the Guarantor's financial position or prospects);

2. When this Schedule applies

- 2.1 The Parties shall comply with the provisions of this Schedule in relation to the assessment of the financial standing of the FDE Group and the consequences of a change to that financial standing.
- 2.2 The terms of this Schedule shall survive under the Contract until the termination or expiry of the Contract.

3. Credit Ratings

- 3.1 The Supplier warrants and represents to the Buyer that as at the Start Date the long-term credit ratings issued for each entity in the FDE Group by each of the Rating Agencies are as set out in Part A of Annex 2.
- 3.2 The Supplier shall:

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- 3.2.1 regularly monitor the credit ratings of each entity in the FDE Group with the Rating Agencies; and
- 3.2.2 promptly (and in any event within five (5) Working Days) notify the Buyer in writing if there is any downgrade in the credit rating issued by any Rating Agency for any entity in the FDE Group.
- 3.3 For the purposes of determining whether a Financial Distress Event has occurred, and for the purposes of determining relief under Paragraph 9 if credit rating is the Primary Metric, the credit rating of an FDE Group entity shall be deemed to have dropped below the applicable Credit Rating Threshold if any of the Rating Agencies have given a credit rating level for that FDE Group entity which is below the applicable Credit Rating Threshold.

4. Credit Scores

- 4.1 The Supplier warrants and represents to the Buyer that as at the Start Date the credit scores issued for each entity in the FDE Group by each of the Credit Reference Agencies are as set out in Part B of Annex 2.
- 4.2 The Supplier shall:
 - 4.2.1 regularly monitor the credit scores of each entity in the FDE Group with the Credit Reference Agencies; and
 - 4.2.2 promptly notify (or shall procure that its auditors promptly notify) the Buyer in writing if there is any Credit Score Notification Trigger Event for any entity in the FDE Group (and in any event within five (5) Working Days).
- 4.3 For the purposes of determining whether a Financial Distress Event has occurred, and for the purposes of determining relief under Paragraph 9 if credit score is the Primary Metric, the credit score of an FDE Group entity shall be deemed to have dropped below the applicable Credit Score Threshold if any of the Credit Reference Agencies have given a credit score for that FDE Group entity which is below the applicable Credit Score Threshold.

5. Financial Indicators

- 5.1 The Supplier shall monitor and report on the Financial Indicators for each entity in the FDE Group against the Financial Target Thresholds:
 - 5.1.1 at least at the frequency set out for each at Part C of Annex 2 (where specified); and
 - 5.1.2 in respect of the Financial Ratios:
 - a) one (1) month following publication in the public domain of the financial accounts for the Financial Ratios Calculation Period; or

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- b) one hundred and eighty (180) days after the end of each such Financial Ratios Calculation Period,
- c) whichever is the earlier, and

in any event, and no less than once a year within one hundred and twenty (120) days after the accounting reference date, and in respect of the Financial Ratios, such reports shall include confirmation (or explanation of why the Supplier cannot confirm) that the Financial Ratios fall within the Acceptable Financial Ration Level.

- 5.2 Subject to the calculation methodology set out at **Error! Reference source not found.** of this Schedule, the Financial Indicators and the corresponding calculations and thresholds used to determine whether a Financial Distress Event has occurred in respect of those Financial Indicators, shall be as set out in Appendix I: *Standard Financial Ratios of Assessing and Monitoring the Economic and Financial Standing of Bidders and Suppliers – May 2021* (as amended, supplemented or replaced from time to time) which as at the Start Date can be found at:

https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/987132/Assessing_and_monitoring_the_economic_and_financial_standing_of_suppliers_guidance_note_May_2021.pdf

- 5.3 Each report submitted by the Supplier pursuant to Paragraph 5.1 shall:
- 5.3.1 be a single report with separate sections for each of the FDE Group entities;
 - 5.3.2 contain a sufficient level of information to enable the Buyer to verify the calculations that have been made in respect of the Financial Indicators;
 - 5.3.3 include key financial and other supporting information (including any accounts data that has been relied on) as separate annexes; and
 - 5.3.4 be based on the audited accounts for the date or period on which the Financial Indicator is based or, where the Financial Indicator is not linked to an accounting period or an accounting reference date, on unaudited management accounts prepared in accordance with their normal timetable; and
 - 5.3.5 include a history of the Financial Indicators reported by the Supplier in graph form to enable the Buyer to easily analyse and assess the trends in financial performance.
- 5.4 For the purposes of determining whether a Financial Distress Event has occurred, and for the purposes of determining relief under Paragraph 9 if financial indicators are the Primary Metric, the Financial Indicator of an FDE Group entity shall be deemed to have dropped below the applicable Financial Target Threshold if:

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- 5.4.1 a report submitted by the Supplier pursuant to Paragraph 5.1 shows that any FDE Group entity has failed to meet or exceed the Financial Target Threshold for any one of the Financial Indicators;
- 5.4.2 a report submitted by the Supplier pursuant to Paragraph 5.1 does not comply with the requirements set out in Paragraph 5.3; or
- 5.4.3 the Supplier does not deliver a report pursuant to Paragraph 5.1 in accordance with the applicable monitoring and reporting frequency.

6. Financial Distress Events**6.1 Risk Level 1 Financial Distress Event**

- 6.1.1 Any of the following events shall constitute a Financial Distress Event which is categorised for the purposes of this Schedule as a "Risk Level 1" Financial Distress Event:
 - a) the Guarantor having an adverse decline in one or more of the Financial Ratios, such that the Financial Ratios fall within Financial Ratio "Risk Level 1";
 - b) a Key Sub-contractor providing primie-facie evidence to the Buyer that the Supplier has not satisfied any material sums properly due under a specified invoice within ten (10) Working Days of the invoice being presented and not subject to a genuine dispute;
 - c) the Supplier and/or the Guarantor failing (or being unable) within 10 Working Days of a Profit Warning Event) to demonstrate to the Buyer's reasonable satisfaction, that (notwithstanding such Profit Warning Event), (i) the Financial Ratios for the Guarantor remain within the 'Acceptable' Financial Ratio Level; and (ii) there are no other implications of such Profit Warning Event that would impact on the Financial Ratio of the Guarantor in the future, or would otherwise impact on the ability of the Supplier to provide the Services, or ability of the Guarantor to meet its obligations under the Guarantee;
 - d) there being a public investigation into improper financial accounting and reporting, suspected Fraud or any other impropriety of the Supplier or the Guarantor; and/or
 - e) the Supplier or the Guarantor committing a material breach of covenants to its lenders,

and if any such Financial Distress Event or any Profit Warning Event occurs then, immediately upon notification of the Financial Distress Event or Profit Warning Event (or if the Buyer becomes aware of the Financial Distress Event or Profit Warning Event without notification and brings the Financial Distress Event or Profit Warning Event to the

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attention of the Supplier), the Buyer shall, have the rights set out in Paragraph 7 below.

6.2 Risk Level 2 Financial Distress Event

6.2.1 Any of the following events shall constitute a Financial Distress Event which is categorised for the purposes of this Schedule as a "Risk Level 2" Financial Distress Event:-

- a) the Guarantor having an adverse decline in one or more of the Financial Ratios such that the Financial Ratios fall within Financial Ratio Risk Level 2;
- b) any of the circumstances outlined in Paragraph 7.8 of this Schedule arise;
- c) commencement of any litigation against the Supplier or the Guarantor with respect to financial indebtedness, any obligation under a service contract, non-payment of any financial indebtedness, any financial indebtedness becoming due as a result of an event of default, the cancellation or suspension of any financial indebtedness, which will directly impact upon the Supplier's ability to deliver the Services; and/or
- d) an Insolvency Event,

and if any such Financial Distress Event occurs then, immediately upon notification of the Financial Distress Event (or if the Buyer becomes aware of the Financial Distress Event without notification and brings the Financial Distress Event to the attention of the Supplier), the provisions of Paragraph 7 of this Schedule shall apply to the extent applicable..

7. What happens if there is a financial distress event?

7.1 The Supplier shall promptly notify (or shall procure that its auditors promptly notify) the Buyer in writing following the occurrence of a Financial Distress Event or any fact, circumstance or matter which could cause a Financial Distress Event and, in any event, ensure that such notification is made within 10 Working Days of the date on which the Supplier first becomes aware of the Financial Distress Event or the fact, circumstance or matter which could cause a Financial Distress Event.

7.2 In the event of a Financial Distress Event then, immediately upon notification of the Financial Distress Event (or if the Buyer becomes aware of the Financial Distress Event without notification and brings the event to the attention of the Supplier), the Supplier shall have the obligations and the Buyer shall have the rights and remedies as set out in Paragraphs 7.4 to 7.6.

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- 7.3 in the event that a Financial Distress Event arises due to a Key Subcontractor notifying the Buyer that the Supplier has not satisfied any sums properly due under a specified invoice and not subject to a genuine dispute then, the Buyer shall not exercise any of its rights or remedies under Paragraph 7.4 without first giving the Supplier ten (10) Working Days to:
- 7.3.1 rectify such late or non-payment; or
 - 7.3.2 demonstrate to the Buyer's reasonable satisfaction that there is a valid reason for late or non-payment.]
- 7.4 The Supplier shall (and shall procure that each Additional FDE Group Member shall):
- 7.4.1 at the request of the Buyer meet the Buyer as soon as reasonably practicable (and in any event within three (3) Working Days of the initial notification (or awareness) of the Financial Distress Event) to review the effect of the Financial Distress Event on the continued performance of the Contract and delivery of the Deliverables in accordance the Contract;
 - 7.4.2 provide to the Buyer such information as the Buyer may reasonably require relating to the Financial Distress Event, where available, in advance of, at, or where not immediately available, within five (5) Working Days of the meeting referred to in Paragraph 7.4.1 above; and
 - 7.4.3 where the Buyer reasonably believes (taking into account the discussions and any representations made under Paragraph 7.4.1) that the Financial Distress Event could impact on the continued performance of the Contract and delivery of the Deliverables in accordance with the Contract:
 - a) submit to the Buyer for its Approval, a draft Financial Distress Service Continuity Plan as soon as reasonably practicable (and in any event, within ten (10) Working Days of the initial notification (or awareness) of the Financial Distress Event);
 - b) use reasonable endeavours to put in place the necessary measures with each Additional FDE Group Member to ensure that it is able to provide financial information relating to that Additional FDE Group Member to the Buyer; and
 - c) provide such financial information relating to FDE Group entity as the Buyer may reasonably require.
- 7.5 If the Buyer does not (acting reasonably) approve the draft Financial Distress Service Continuity Plan, it shall inform the Supplier of its reasons and the Supplier shall take those reasons into account in the preparation of a further draft Financial Distress Service Continuity Plan, which shall be resubmitted to the Buyer within five (5) Working Days of the rejection of the

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first or subsequent (as the case may be) drafts. This process shall be repeated until the Financial Distress Service Continuity Plan is either:

- 7.5.1 Approved;
 - 7.5.2 referred, by notice sent by either Party to the other Party explaining why it thinks the Financial Distress Service Continuity Plan has not been Approved, to commercial negotiation led by senior representatives who have authority to agree the Financial Distress Service Continuity Plan (to be held within 28 days of the date of the notice); or
 - 7.5.3 finally rejected by the Buyer.
- 7.6 Following Approval of the Financial Distress Service Continuity Plan by the Buyer, the Supplier shall:
- 7.6.1 on a regular basis (which shall not be less than Monthly), review the Financial Distress Service Continuity Plan and assess whether it remains adequate and up to date to ensure the continued performance the Contract and delivery of the Deliverables in accordance with the Contract;
 - 7.6.2 provide a written report of the results of each review and assessment carried out under Paragraph 7.6.1 to the Buyer;
 - 7.6.3 where the Financial Distress Service Continuity Plan is not adequate or up to date in accordance with Paragraph 7.6.1, submit an updated Financial Distress Service Continuity Plan to the Buyer for its Approval, and the provisions of Paragraphs 7.5 shall apply to the review and Approval process for the updated Financial Distress Service Continuity Plan; and
 - 7.6.4 comply with the Financial Distress Service Continuity Plan (including any updated Financial Distress Service Continuity Plan).
- 7.7 Where the Supplier reasonably believes that the relevant Financial Distress Event (or the circumstance or matter which has caused or otherwise led to it) no longer exists, it shall notify the Buyer and subject to the agreement of the Parties, the Supplier may be relieved of its obligations under Paragraph 7.6.
- 7.8 If:
- 7.8.1 the Supplier does not provide the information required in accordance with Paragraph 7.4.2 above; and/or
 - 7.8.2 the Parties fail to reach agreement on the Financial Distress Remediation Plan; and/or
 - 7.8.3 the Supplier fails to fully and promptly implement any Financial Distress Remediation Plan in accordance with its terms,

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then the Buyer shall be entitled to treat such event as being a Risk Level 2 Financial Distress Event.

7.9 If and to the extent that:

- 7.9.1 a Risk Level 1 Financial Distress Event arises due to one more of the Financial Ratios of the Guarantor and the Guarantor's Financial Ratios then improve to an Acceptable level; or
- 7.9.2 a Risk Level 1 Financial Distress Event arises due to factors other than the Financial Ratios of the Guarantor and the Buyer reasonably determines that the factors no longer constitute any type of financial, performance or reputation risk to the Buyer or to the provision of any Services (such decision being revocable where it considers new or varied information gives rise to such risk to the Buyer and/or the provision of the any Services),

and in each case, no new factors have arisen which would give rise to a Risk Level 1 Financial Distress Event, then the Buyer shall notify the Supplier that the Risk Level 1 Financial Distress Event no longer applies, but the Supplier shall nonetheless complete delivery of any Financial Distress Event Service Continuity Plan (unless otherwise agreed between the parties).

7.10 If and to the extent that:

- 7.10.1 a Risk Level 2 Financial Distress Event arises due to one or more of the Financial Ratios of the Guarantor and the Guarantor's Financial Ratios then improves to an Acceptable level; or
- 7.10.2 a Risk Level 2 Financial Distress Event arises due to factors other than the Financial Ratios of the Guarantor and the Buyer reasonably determines that the factors no longer constitute any type of financial, performance or reputation risk to the Buyer or to the provision of any Services (such decision being revocable where it considers new or varied information gives risk to such risk to the Buyer and/or the provision of the any Services),

and in each case, no new factors have arisen which would give rise to a Risk Level 2 Financial Distress Event, then the Buyer shall notify the Supplier that the Risk Level 2 Financial Distress Event no longer applies, but the Supplier shall nonetheless complete delivery of any Financial Distress Event Service Continuity Plan (unless otherwise agreed between the parties).

7.11 Where the Financial Distress Event relates to the non-payment of Key Sub-contractors, the Buyer shall, prior to exercising its rights under this Paragraph 7, give the Supplier a period of not more than ten (10) Working Days in which to rectify that non-payment or to demonstrate to the Buyer's reasonable satisfaction that there is a valid reason for non-payment.

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7.12 Where a Risk Level 2 Financial Distress Event occurs, the Buyer may in addition to its other rights herein require the Supplier's chief financial officer to update the Buyer as to its and/or the Guarantor's financial standing on a monthly basis and, if applicable, require the Supplier to use all reasonable endeavours to procure that the Guarantor directly provides monthly updates to the Buyer.

8. When the Buyer can terminate for financial distress

8.1 The Buyer shall be entitled to terminate this Contract for material Default if:

- 8.1.1 the Supplier fails to notify the Buyer of a Financial Distress Event in accordance with Paragraph 7.1;
- 8.1.2 the Supplier fails to comply with any part of Paragraph 7.4;
- 8.1.3 subject to Paragraph 8.2, the Buyer finally rejects a Financial Distress Service Continuity Plan (or any updated Financial Distress Service Continuity Plan) in accordance with Paragraph 7.5.3;
- 8.1.4 the senior representatives who have authority to agree the Financial Distress Service Continuity Plan (acting reasonably) do not meet within 28 days of the date of the notice of referral pursuant to Paragraph 7.5.2;
- 8.1.5 the senior representatives who have authority to agree the Financial Distress Service Continuity Plan (acting reasonably) do not agree the Financial Distress Service Continuity Plan after it has been referred pursuant to Paragraph 7.5.2; and/or
- 8.1.6 the Supplier fails to comply with the terms of the Financial Distress Service Continuity Plan (or any updated Financial Distress Service Continuity Plan) in accordance with Paragraph 7.6.4.

8.2 A material Default may only occur under Paragraph 8.1.3 after the expiry of the first five (5) Working Days period for the Supplier to submit a revised draft of the first draft of the Financial Distress Service Continuity Plan starting on and from the date on which the Buyer first notified the Supplier that Supplier must submit a revised draft of the first draft Financial Distress Service Continuity Plan.

9. What happens If your Primary Metric is still good

Without prejudice to the Supplier's obligations and the Buyer's rights and remedies under Paragraph 8, if, following the occurrence of a Financial Distress Event, the Supplier evidences to the Buyer's satisfaction that the Primary Metric shows that the Financial Distress Event no longer exists, then:

- 9.1 the Supplier shall be relieved automatically of its obligations under Paragraphs 7.4 to 7.6; and
- 9.2 the Buyer shall not be entitled to require the Supplier to provide financial information in accordance with Paragraph 7.4.3c).

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ANNEX 1: RATING AGENCIES AND CREDIT REFERENCE AGENCIES

Part A: Rating Agencies

Dun & Bradstreet

Standard and Poor

Moody's

Part B: Credit Reference Agencies

Equifax

Experian

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ANNEX 2: CREDIT RATINGS, CREDIT SCORES AND FINANCIAL INDICATORS**Part A: Credit Rating**

Entity	Credit rating (long term)	Credit Rating Threshold
PCI PAL UK Ltd	Not applicable	Not applicable
PCI PAL PLC	Not applicable	Not applicable

Part B: Credit Score

Entity	Credit score	Credit Score Notification Trigger	Credit Score Threshold
PCI PAL UK Ltd	95	5	80
PCI PAL PLC	88	5	80

Part C: Financial Indicators

Table 1

Financial Indicator	Acceptable	Risk Level 1	Risk Level 2
Financial Ratios	<p>The Net Debt to EBITDA Ratio is less than or equal to 3.0 to 1</p> <p>AND</p> <p>The ratio of EBIT to Net Interest Payable is greater than or equal to 4.0 to 1</p>	<p>The ratio of Net Debt to EBITDA Ratio is greater than 3.0 to 1 but less than or equal to 5.0 to 1 and the ratio of EBIT to Net Interest Payable is greater than or equal to 2.0 to 1</p> <p>AND/OR</p> <p>The ratio of EBIT to Net Interest Payable is less than 4.0 to 1 but greater than or equal to 2.0 to 1 and the Net Debt to EBITDA Ratio is less than or equal to 5.0 to 1 .</p>	<p>The Net Debt to EBITDA Ratio is greater than 5.0 to 1;</p> <p>AND/OR</p> <p>The ratio of EBIT to Net Interest Payable is less than 2.0 to 1</p>

Table 2

Financial Indicator	Calculation ¹	Financial Target Threshold:	Monitoring and Reporting Frequency
1. Operating Margin	Operating Margin = Operating Profit / Revenue	[> [X%]]	Tested and reported half yearly in arrears within 90 days of each half year end based upon figures for the

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Financial Indicator	Calculation ¹	Financial Target Threshold:	Monitoring and Reporting Frequency
			12 months ending on the relevant half year end
2. Free Cash Flow to Net Debt Ratio	Free Cash Flow to Net Debt Ratio = Free Cash Flow / Net Debt	[> [X%]]	Tested and reported yearly / half yearly in arrears within 90 days of each accounting reference date based upon Free Cash Flow for the 12 months ending on, and Net Debt at, the relevant accounting reference date
3. Net Debt + Net Pension Deficit to EBITDA ratio	Net Debt + Net Pension Deficit to EBITDA Ratio = (Net Debt + Net Pension Deficit) / EBITDA	[< [X]] times	Tested and reported yearly in arrears within 120 days of each accounting reference date based upon EBITDA for the 12 months ending on, and the Net Debt and Net Pension Deficit at, the relevant accounting reference date
4. Net Interest Paid Cover	Net Interest Paid Cover = Earnings Before Interest and Tax / Net Interest Paid	[> [X]] times	Tested and reported yearly in arrears within 90 days of each accounting reference date based upon figures for the 12 months ending on the relevant accounting reference date
5. Acid Ratio	Acid Ratio = (Current Assets – Inventories) / Current Liabilities	[> [X]] times	Tested and reported yearly in arrears within 90 days of each accounting reference date based upon figures at the relevant [accounting reference date
6. Net Asset value	Net Asset Value = Net Assets	[> £0]	Tested and reported yearly in arrears within 90 days of each accounting reference date based upon figures at the relevant accounting reference date
7. Group Exposure Ratio	Group Exposure / Gross Assets	[< [X]]%	Tested and reported yearly in arrears within 120 days of each accounting reference date based upon figures at the relevant accounting reference date

Key: ¹ – See Annex 4 of this Schedule which sets out the calculation methodology to be used in the calculation of each Financial Indicator.

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ANNEX 3 – ADDITIONAL FDE GROUP MEMBERS AND MONITORED SUPPLIERS

Part A: Additional FDE Group Members

- 1. Not Applicable
- 2. Not Applicable
- 3. Not Applicable

Part B: Monitored Suppliers

Entity Name	Company Number	Applicable Financial Indicators
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]

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ANNEX 4 - Calculation Methodology for Financial Indicators

The Supplier shall ensure that it uses the following general and specific methodologies for calculating the Financial Indicators against the Financial Target Thresholds:

General methodology

1. **Terminology:** The terms referred to in this Annex are those used by UK companies in their financial statements. Where the entity is not a UK company, the corresponding items should be used even if the terminology is slightly different (for example a charity would refer to a surplus or deficit rather than a profit or loss).
2. **Groups:** Where the entity is the holding company of a group and prepares consolidated financial statements, the consolidated figures should be used.
3. **Foreign currency conversion:** Figures denominated in foreign currencies should be converted at the exchange rate in force at the relevant date for which the Financial Indicator is being calculated.
4. **Treatment of non-underlying items:** Financial Indicators should be based on the figures in the financial statements before adjusting for non-underlying items.

Specific Methodology

Financial Indicator	Specific Methodology
<p>1</p> <p><u>Operating Margin</u></p>	<p>The elements used to calculate the Operating Margin should be shown on the face of the Income Statement in a standard set of financial statements.</p> <p>Figures for Operating Profit and Revenue should exclude the entity's share of the results of any joint ventures or Associates.</p> <p>Where an entity has an operating loss (i.e., where the operating profit is negative), Operating Profit should be taken to be zero.]</p>
<p>2</p>	<p><i>"Free Cash Flow" = Net Cash Flow from Operating Activities – Capital Expenditure</i></p>

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<p><u>Free Cash</u></p> <p><u>Flow to Net</u></p> <p><u>Debt Ratio</u></p>	<p><i>“Capital Expenditure” = Purchase of property, plant & equipment + purchase of intangible assets</i></p> <p><i>“Net Debt” = Bank overdrafts + Loans and borrowings + Finance Leases + Deferred consideration payable – Cash and cash equivalents</i></p> <p>The majority of the elements used to calculate the Free Cash Flow to Net Debt Ratio should be shown on the face of the Statement of Cash Flows and the Balance Sheet in a standard set of financial statements.</p> <p><u>Net Cash Flow from Operating Activities:</u> This should be stated after deduction of interest and tax paid.</p> <p><u>Capital expenditure:</u> The elements of capital expenditure may be described slightly differently but will be found under ‘Cash flows from investing activities’ in the Statement of Cash Flows; they should be limited to the purchase of fixed assets (including intangible assets) for the business and exclude acquisitions. The figure should be shown gross without any deduction for any proceeds of sale of fixed assets.</p> <p><u>Net Debt:</u> The elements of Net Debt may also be described slightly differently and should be found either on the face of the Balance Sheet or in the relevant note to the financial statements. All interest-bearing liabilities (other than retirement benefit obligations) should be treated as borrowings as should, where disclosed, any liabilities (less any assets) in respect of any hedges designated as linked to borrowings (but not non-designated hedges). Borrowings should also include balances owed to other group members.</p> <p>Deferred consideration payable should be included in Net Debt despite typically being non-interest bearing.</p> <p>Cash and cash equivalents should include short-term financial investments shown in current assets.</p>
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	Where Net debt is negative (i.e. an entity has net cash), the relevant Financial Target Threshold should be treated as having been met.
3 Net Debt + Net Pension Deficit to EBITDA ratio	<p><i>“Net Debt” = Bank overdrafts + Loans and borrowings + Finance leases + Deferred consideration payable – Cash and cash equivalents</i></p> <p><i>“Net Pension Deficit” = Retirement Benefit Obligations – Retirement Benefit Assets</i></p> <p><i>“EBITDA” = Operating profit + Depreciation charge + Amortisation charge</i></p> <p>The majority of the elements used to calculate the Net Debt + Net Pension Deficit to EBITDA Ratio should be shown on the face of the Balance sheet, Income statement and Statement of Cash Flows in a standard set of financial statements but will otherwise be found in the notes to the financial statements.</p> <p><u>Net Debt</u>: The elements of Net Debt may be described slightly differently and should be found either on the face of the Balance Sheet or in the relevant note to the financial statements. All interest bearing liabilities (other than retirement benefit obligations) should be included as borrowings as should, where disclosed, any liabilities (less any assets) in respect of any hedges designated as linked to borrowings (but <i>not</i> non-designated hedges). Borrowings should also include balances owed to other group members.</p> <p>Deferred consideration payable should be included in Net Debt despite typically being non-interest bearing.</p> <p>Cash and cash equivalents should include short-term financial investments shown in current assets.</p>

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	<p><u><i>Net Pension Deficit</i></u>: Retirement Benefit Obligations and Retirement Benefit Assets may be shown on the face of the Balance Sheet or in the notes to the financial statements. They may also be described as pension benefits / obligations, post-employment obligations or other similar terms.</p> <p>Where 'Net Debt + Net Pension Deficit' is negative, the relevant Financial Target Threshold should be treated as having been met.</p> <p><u><i>EBITDA</i></u>: Operating profit should be shown on the face of the Income Statement and, for the purposes of calculating this Financial Indicator, should include the entity's share of the results of any joint ventures or Associates.</p> <p>The depreciation and amortisation charges for the period may be found on the face of the Statement of Cash Flows or in a Note to the Accounts.</p> <p>Where EBITDA is negative, the relevant Financial Target Threshold should be treated as not having been met (unless 'Net Debt + Net Pension Deficit' is also negative, in which case the relevant Financial Target Threshold should be regarded as having been met).]</p>
<p>4</p> <p>Net Interest Paid Cover</p>	<p><i>"Earnings Before Interest and Tax"</i> = <i>Operating profit</i></p> <p><i>"Net Interest Paid"</i> = <i>Interest paid – Interest received</i></p> <p>Operating profit should be shown on the face of the Income Statement in a standard set of financial statements and, for the purposes of calculating this Financial Indicator, should include the entity's share of the results of any joint ventures or Associates.</p> <p>Interest received and interest paid should be shown on the face of the Cash Flow statement.</p>

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	Where Net interest paid is negative (i.e. the entity has net interest received), the relevant Financial Target Threshold should be treated as having been met.]
5 Acid Ratio	All elements that are used to calculate the Acid Ratio are available on the face of the Balance Sheet in a standard set of financial statements.]
6 Net Asset value	<p>Net Assets are shown (but sometimes not labelled) on the face of the Balance Sheet of a standard set of financial statements. Net Assets are sometimes called net worth or 'Shareholders' Funds'. They represent the net assets available to the shareholders.</p> <p>Where an entity has a majority interest in another entity in which there are also minority or non-controlling interests (i.e., where it has a subsidiary partially owned by outside investors), Net Assets should be taken inclusive of minority or non-controlling interests (as if the entity owned 100% of such entity).]</p>
7 Group Exposure Ratio	<p>"Group Exposure" = <i>Balances owed by Group Undertakings + Contingent liabilities assumed in support of Group Undertakings</i></p> <p>"Gross Assets" = <i>Fixed Assets + Current Assets</i></p> <p><u>Group Exposure</u>: Balances owed by (ie receivable from) Group Undertakings are shown within Fixed assets or Current assets either on the face of the Balance Sheet or in the relevant notes to the financial statements. In many cases there may be no such balances, in particular where an entity is not a member of a group or is itself the ultimate holding company of the group.</p> <p>Contingent liabilities assumed in support of Group Undertakings are shown in the Contingent Liabilities note in a standard set of financial statements. They include guarantees and security given in support of the borrowings of other group companies, often as part of group borrowing arrangements. Where the contingent</p>

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	<p>liabilities are capped, the capped figure should be taken as their value. Where no cap or maximum is specified, the relevant Financial Target Threshold should automatically be regarded as not having been met.</p> <p>In many cases an entity may not have assumed any contingent liabilities in support of Group Undertakings, in particular where an entity is not a member of a group or is itself the ultimate holding company of the group.</p> <p><u>Gross Assets</u>: Both Fixed assets and Current assets are shown on the face of the Balance Sheet.</p>
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Schedule 25 (Rectification Plan)

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

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	[...]	[date]	
Signed by the Supplier:		Date:	
Review of Rectification Plan Buyer			
Outcome of review	[Plan Accepted] [Plan Rejected] [Revised Plan Requested]		
Reasons for rejection (if applicable)	[add reasons]		
Signed by Buyer		Date:	

Schedule 26 (Sustainability)

1. Definitions

“Modern Slavery Assessment Tool”	means the modern slavery risk identification and management tool which can be found online at: https://supplierregistration.cabinetoffice.gov.uk/msat
“Supply Chain Map”	<p>means details of (i) the Supplier, (ii) all Subcontractors and (iii) any other entity that the Supplier is aware is in its supply chain that is not a Subcontractor, setting out at least:</p> <ul style="list-style-type: none">(a) the name, registered office, and company registration number of each entity in the supply chain;(b) the function of each entity in the supply chain; and(c) the location of any premises at which an entity in the supply chain carries out a function in the supply chain.
“Waste Hierarchy”	<p>means prioritisation of waste management in the following order of preference as set out in the Waste (England and Wales) Regulation 2011:</p> <ul style="list-style-type: none">(a) Prevention;(b) Preparing for re-use;(c) Recycling;(d) Other Recovery; and(e) Disposal.

Part A

1. Public Sector Equality Duty

1.1 In addition to legal obligations, where the Supplier is providing a Deliverable to which the Public Sector Equality duty applies, the Supplier shall support the Buyer in fulfilling its Public Sector Equality duty under S149 of the Equality Act 2010 by ensuring that it fulfils its obligations under this Contract in a way that seeks to:

1.1.1 eliminate discrimination, harassment or victimisation and any other conduct prohibited by the Equality Act 2010; and

1.1.2 advance:

(a) equality of opportunity; and

(b) good relations,

between those with a protected characteristic (age, disability, gender reassignment, pregnancy and maternity, race, religion or belief, sex, sexual orientation, and marriage and civil partnership) and those who do not share it.

2. Employment Law

2.1 The Supplier must perform its obligations meeting the requirements of all applicable Law regarding employment.

3. Modern Slavery

3.1 The Supplier:

3.1.1 shall not use, nor allow its Subcontractors to use forced, bonded or involuntary prison labour;

3.1.2 shall not require any Supplier Staff or Subcontractor Staff to lodge deposits or identity papers with the employer and shall be free to leave their employer after reasonable notice;

3.1.3 warrants and represents that it has not been convicted of any slavery or human trafficking offences anywhere around the world;

3.1.4 warrants that to the best of its knowledge it is not currently under investigation, inquiry, or enforcement proceedings in relation to any allegation of slavery or human trafficking offences anywhere around the world;

3.1.5 shall make reasonable enquires to ensure that its officers, employees, and Subcontractors have not been convicted of slavery or human trafficking offences anywhere around the world;

3.1.6 shall have and maintain throughout the Contract Period its own policies and procedures to ensure its compliance with the Modern Slavery Act 2015 and include in its contracts with its Subcontractors anti-slavery and human trafficking provisions;

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- 3.1.7 shall implement due diligence procedures to ensure that there is no slavery or human trafficking in any part of its supply chain performing obligations under this Contract;
- 3.1.8 shall prepare and deliver to the Buyer, an annual slavery and human trafficking report setting out the steps it has taken to ensure that slavery and human trafficking is not taking place in any of its supply chains or in any part of its business with its annual certification of compliance with this Paragraph 3;
- 3.1.9 shall not use, nor allow its employees or Sub-contractors to use physical abuse or discipline, the threat of physical abuse, sexual or other harassment and verbal abuse or other forms of intimidation of its employees or Subcontractors;
- 3.1.10 shall not use or allow child or slave labour to be used by its Subcontractors;
- 3.1.11 shall report the discovery or suspicion of any slavery, trafficking, forced labour, child labour, involuntary prison labour or labour rights abuses by it or its Sub-contractors to the Buyer and Modern Slavery Helpline and relevant national or local law enforcement agencies;
- 3.1.12 if the Supplier is in Default under Paragraphs 3.1.1 to 3.1.11 of this Part A of Schedule 26 the Buyer may by notice:
 - (a) require the Supplier to remove from performance of this Contract any Sub-contractor, Supplier Personnel or other persons associated with it whose acts or omissions have caused the Default; or
 - (b) immediately terminate this Contract and the consequences of termination set out in Clause 14.5.1 of the Core Terms shall apply; and
- 3.1.13 shall, if the Supplier or the Buyer identifies any occurrence of modern slavery connected to this Contract, comply with any request of the Buyer to follow the Rectification Plan Process to submit a remedial action plan which follows the form set out in Annex D of the Tackling Modern Slavery in Government Supply Chains guidance to PPN 02/23 (Tackling Modern Slavery in Government Supply Chains).
- 3.2 If the Supplier notifies the Buyer pursuant to Clause 3.1.11 it shall respond promptly to the Buyer's enquiries, co-operate with any investigation, and allow the Authority to audit any books, records and/or any other relevant documentation in accordance with this Contract.
- 3.3 If the Supplier is in Default under Paragraph 3.1 of this Part A of Schedule 26 the Buyer may by notice:
 - 3.3.1 require the Supplier to remove from performance of this Contract any Sub-Contractor, Supplier Personnel or other persons associated with it whose acts or omissions have caused the Default; or
 - 3.3.2 immediately terminate this Contract and the consequences of termination set out in Clause 14.5.1 of the Core Terms shall apply.

4. Environmental Requirements

- 4.1 The Supplier must perform its obligations meeting in all material respects the requirements of all applicable Laws regarding the environment.
- 4.2 In performing its obligations under this Contract, the Supplier shall, where applicable to this Contract, to the reasonable satisfaction of the Buyer:
 - 4.2.1 prioritise waste management in accordance with the Waste Hierarchy as set out in Law;
 - 4.2.2 be responsible for ensuring that any waste generated by the Supplier and sent for recycling, disposal, or other recovery as a consequence of this Contract is taken by a licensed waste carrier to an authorised site for treatment or disposal and that the disposal or treatment of waste complies with the Law; and
 - 4.2.3 ensure that it and any third parties used to undertake recycling, disposal, or other recovery as a consequence of this Contract do so in a legally compliant way and can demonstrate that reasonable checks are undertaken to ensure this on a regular basis and provide relevant data and evidence of recycling, recovery, and disposal.
- 4.3 In circumstances that a permit, licence, or exemption to carry or send waste generated under this Contract is revoked, the Supplier shall cease to carry or send waste or allow waste to be carried by any Subcontractor until authorisation is obtained from the Environment Agency.
- 4.4 In performing its obligations under this Contract, the Supplier shall to the reasonable satisfaction of the Buyer (where the anticipated Charges in any Contract Year are above £5 million per annum (excluding VAT)), where related to and proportionate to the contract in accordance with PPN 06/21), publish and maintain a credible Carbon Reduction Plan in accordance with PPN 06/21.
- 4.5 The Supplier shall meet the applicable Government Buying Standards applicable to Deliverables which can be found online at:
<https://www.gov.uk/government/collections/sustainable-procurement-the-government-buying-standards-gbs>.

5. Supplier Code of Conduct

- 5.1 In February 2019, HM Government published a Supplier Code of Conduct setting out the standards and behaviours expected of suppliers who work with government which can be found online at:
https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/1163536/Supplier_Code_of_Conduct_v3.pdf
The Buyer expects to meet, and expects its suppliers and subcontractors to meet, the standards set out in that Code.

6. Reporting

- 6.1 The Supplier shall comply with reasonable requests by the Buyer for information evidencing compliance with any of the requirements in Paragraphs 1-5 of this Part A above within fourteen (14) days of such request,

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provided that such requests are limited to two (2) per requirement per Contract Year

Part B

1. Equality, Diversity, and Inclusion – Further Requirements

- 1.1 In delivering the Deliverables, the Supplier will comply with the Buyer's equality, diversity, and inclusion requirements, to be provided to the Supplier by the Buyer.
- 1.2 The Supplier shall ensure that it fulfils its obligations under this Contract in a way that does not discriminate against individuals because of socio-economic background, working pattern or having parental or other caring responsibilities.

2. Environmental – Further Requirements

- 2.1 The Supplier must have a documented management system and controls in place to manage the environmental impacts of delivering the Deliverables.
- 2.2 The Supplier shall ensure that any Deliverables are designed, sourced, and delivered in a manner which is environmentally and socially responsible.
- 2.3 In delivering the Deliverables, the Supplier must comply with the Buyer's sustainability requirements, to be provided to the Supplier by the Buyer.
- 2.4 The Supplier warrants that it has obtained relevant Environment Management System (EMS) certified to ISO 14001 or an equivalent certification from a UKAS accredited body and shall comply with and maintain certification requirements throughout the Term.
- 2.5 In performing its obligations under this Contract, the Supplier shall to the reasonable satisfaction of the Buyer:
 - 2.5.1 avoid consumable single use items (including packaging) unless otherwise agreed with the Buyer, and unless the use is primarily related to the management of the Supplier's own facilities or internal operations as opposed to the provision of Deliverables;
 - 2.5.2 demonstrate that the whole life cycle impacts (including end of use) associated with the Deliverables that extend beyond direct operations into that of the supply chain have been considered and reduced;
 - 2.5.3 minimise the consumption of resources and use them efficiently (including water and energy), working towards a circular economy including designing out waste and non-renewable resources, using re-use and closed loop systems;
 - 2.5.4 enhance the natural environment and connecting communities with the environment;
 - 2.5.5 achieve continuous improvement in environmental (and social) performance and
 - 2.5.6 demonstrate to the Buyer that it has an environmental management system in place that is at least equivalent to the standards required to be certified to ISO 14001.]

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3. Further Reporting Requirements

- 3.1 The Supplier shall comply with reasonable requests by the Buyer for information evidencing compliance with any of the requirements in Paragraphs 1 and 2 of this Part B above within thirty (30) days of such request, provided that such requests are limited to two per requirement per Contract Year.
- 3.2 The Supplier shall complete the reports in Table A of this Part B in relation to its provision of the Deliverables under this Contract and provide these to the Buyer on the date and frequency outlined in Table A of this Part B.

Table A

Sustainability Report Name	Content of Report	Frequency of Report
Sustainability - General	As proportionate and relevant to this Contract, the key sustainability impacts identified; the sustainability improvements planned or delivered; and the risks to the Deliverables of climate change, including mitigation, adaptation and continuity plans employed by the Supplier in response to those risks.	On the anniversary of the Effective Date and annually thereafter
Greenhouse Gas Emissions	<p>Detail the Scope 1 and Scope 2 GHG emissions associated with the delivery of the Contract.</p> <p>Emissions reporting should be in accordance with established best practice and internationally accepted standards.</p> <p>EU Green Public Procurement</p> <p>Greenhouse gas reporting from emissions sources (Scope 1, Scope 2), and specific activities as requested by the Buyer. This may include activities such as transportation, energy use and waste disposal.</p>	On the anniversary of the Effective Date and annually thereafter

Schedule 27 (Key Subcontractors)

1. Restrictions on certain subcontractors

- 1.1 The Supplier is entitled to sub-contract its obligations under this Contract to the Key Subcontractors set out in the Award Form.
- 1.2 Where during the Contract Period the Supplier wishes to enter into a new Key Sub-contract or replace a Key Subcontractor, it must obtain the prior written consent of the Buyer and the Supplier shall, at the time of requesting such consent, provide the Buyer with the information detailed in Paragraph 1.4. The decision of the Buyer to consent or not will not be unreasonably withheld or delayed. Where the Buyer consents to the appointment of a new Key Subcontractor then they will be added to Key Subcontractor section of the Award Form. The Buyer may reasonably withhold their consent to the appointment of a Key Subcontractor if it considers that:
 - 1.2.1 the appointment of a proposed Key Subcontractor may prejudice the provision of the Deliverables or may be contrary to its interests;
 - 1.2.2 the proposed Key Subcontractor is unreliable and/or has not provided reliable goods and or reasonable services to its other customers; and/or
 - 1.2.3 the proposed Key Subcontractor employs unfit persons.
- 1.3 The Supplier shall provide the Buyer with the following information in respect of the proposed Key Subcontractor:
 - 1.3.1 the proposed Key Subcontractor's name, registered office, and company registration number;
 - 1.3.2 the scope/description of any Deliverables to be provided by the proposed Key Subcontractor;
 - 1.3.3 where the proposed Key Subcontractor is an Affiliate of the Supplier, evidence that demonstrates to the reasonable satisfaction of the Buyer that the proposed Key Sub-Contract has been agreed on "arm's-length" terms;
 - 1.3.4 the Key Sub-Contract price expressed as a percentage of the total projected Charges over the Contract Period; and
 - 1.3.5 (where applicable) Credit Rating Threshold (as defined in Schedule 24 (Financial Difficulties)) of the Key Subcontractor.
- 1.4 If requested by the Buyer, within ten (10) Working Days of receipt of the information provided by the Supplier pursuant to Paragraph 1.3, the Supplier shall also provide:
 - 1.4.1 a copy of the proposed Key Sub-Contract; and
 - 1.4.2 any further information reasonably requested by the Buyer.

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- 1.5 The Supplier shall ensure that each new or replacement Key Sub-Contract shall include:
 - 1.5.1 provisions which will enable the Supplier to discharge its obligations under this Contract;
 - 1.5.2 a right under CRTPA for the Buyer to enforce any provisions under the Key Sub-Contract which confer a benefit upon the Buyer;
 - 1.5.3 a provision enabling the Buyer to enforce the Key Sub-Contract as if it were the Supplier;
 - 1.5.4 a provision enabling the Supplier to assign, novate or otherwise transfer any of its rights and/or obligations under the Key Subcontract- to the Buyer;
 - 1.5.5 obligations no less onerous on the Key Subcontractor than those imposed on the Supplier under this Contract in respect of:
 - a) the data protection requirements set out in Clause 18 (Data protection);
 - b) the FOIA and other access request requirements set out in Clause 20 (When you can share information);
 - c) the obligation not to embarrass the Buyer or otherwise bring the Buyer into disrepute;
 - d) the keeping of records in respect of the goods and/or services being provided under the Key Sub-Contract, including the maintenance of Open Book Data; and
 - e) the conduct of audits set out in Clause 6 (Record keeping and reporting);
 - 1.5.6 provisions enabling the Supplier to terminate the Key Sub-Contract on notice on terms no more onerous on the Supplier than those imposed on the Buyer under Clauses 14.4 (When the Buyer can end this Contract) and 14.5 (What happens if this Contract ends) of this Contract;
 - 1.5.7 a provision restricting the ability of the Key Subcontractor to sub-contract all or any part of the provision of the Deliverables provided to the Supplier under the Key Sub-Contract without first seeking the written consent of the Buyer; and
 - 1.5.8 a provision enabling the Supplier, the Buyer, or any other person on behalf of the Buyer to step-in on substantially the same terms as are set out in Clause 13 (Step-in rights).
- 1.6 The Supplier shall not terminate or materially amend the terms of any Key Subcontract- without the Buyer's prior written consent, which shall not be unreasonably withheld or delayed.

Schedule 28 (ICT Services)

1. Definitions

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

"Emergency Maintenance" ad hoc and unplanned maintenance provided by the Supplier where either Party reasonably suspects that the ICT Environment or the Services, or any part of the ICT Environment or the Services, has or may have developed a fault;

"Licensed Software" all and any Software licensed by or through the Supplier, its Sub-Contractors or any third party to the Buyer for the purposes of or pursuant to this Contract, including any COTS Software;

"Maintenance Schedule" has the meaning given to it in Paragraph 8 of this Schedule;

"New Release" an item produced primarily to extend, alter or improve the Software and/or any Deliverable by providing additional functionality or performance enhancement (whether or not defects in the Software and/or Deliverable are also corrected) while still retaining the original designated purpose of that item;

"Operating Environment" means the Buyer System and any premises (including the Buyer Premises, the Supplier's premises or third party premises) from, to or at which:

- (a) the Deliverables are (or are to be) provided; or
- (b) the Supplier manages, organises or otherwise directs the provision or the use of the Deliverables; or
- (c) where any part of the Supplier System is situated;

"Permitted Maintenance" has the meaning given to it in Paragraph 8.2 of this Schedule;

"Quality Plans" has the meaning given to it in Paragraph 6.1 of this Schedule;

"Sites" has the meaning given to it in Schedule 1 (Definitions), and for the purposes of this

Schedule shall also include any premises from, to or at which physical interface with the Buyer System takes place;

2. When this Schedule should be used

- 2.1 This Schedule is designed to provide additional provisions necessary to facilitate the provision of ICT Services which are part of the Deliverables.

3. Buyer due diligence requirement

- 3.1 The Supplier shall satisfy itself of all relevant details, including but not limited to, details relating to the following:
- 3.1.1 suitability of the existing and (to the extent that it is defined or reasonably foreseeable at the Effective Date) future Operating Environment;
 - 3.1.2 operating processes and procedures and the working methods of the Buyer;
 - 3.1.3 ownership, functionality, capacity, condition and suitability for use in the provision of the Deliverables of the Buyer Assets; and
 - 3.1.4 existing contracts (including any licences, support, maintenance and other contracts relating to the Operating Environment) referred to in the Due Diligence Information which may be novated to, assigned to or managed by the Supplier under this Contract and/or which the Supplier will require the benefit of for the provision of the Deliverables.
- 3.2 The Supplier confirms that it has advised the Buyer in writing of:
- 3.2.1 each aspect, if any, of the Operating Environment that is not suitable for the provision of the ICT Services;
 - 3.2.2 the actions needed to remedy each such unsuitable aspect; and
 - 3.2.3 a timetable for and the costs of those actions.

4. Licensed software warranty

- 4.1 The Supplier represents and warrants that:
- 4.1.1 it has and shall continue to have all necessary rights in and to the Licensed Software made available by the Supplier (and/or any Sub-Contractor) to the Buyer which are necessary for the performance of the Supplier's obligations under this Contract including the receipt of the Deliverables by the Buyer;
 - 4.1.2 all components of the Specially Written Software shall:
 - (a) be free from material design and programming errors;
 - (b) perform in all material respects in accordance with the relevant specifications contained in Schedule 10 (Service Levels) and Documentation; and

(c) not infringe any IPR.

5. Provision of ICT Services

5.1 The Supplier shall:

- 5.1.1 ensure that the release of any new COTS Software in which the Supplier owns the IPR, or upgrade to any Software in which the Supplier owns the IPR complies with the interface requirements of the Buyer and (except in relation to new Software or upgrades which are released to address Malicious Software) shall notify the Buyer three (3) Months before the release of any new COTS Software or upgrade;
- 5.1.2 ensure that all Software including upgrades, updates and New Releases used by or on behalf of the Supplier are currently supported versions of that Software and perform in all material respects in accordance with the relevant specification;
- 5.1.3 ensure that the Supplier System will be free of all encumbrances;
- 5.1.4 ensure that the Deliverables are fully compatible with any Buyer Software, Buyer System, or otherwise used by the Supplier in connection with this Contract;
- 5.1.5 minimise any disruption to the Services and the ICT Environment and/or the Buyer's operations when providing the Deliverables.

6. Standards and Quality Requirements

- 6.1 The Supplier shall develop, in the timescales specified in the Award Form, quality plans that ensure that all aspects of the Deliverables are the subject of quality management systems and are consistent with BS EN ISO 9001 or any equivalent standard which is generally recognised as having replaced it ("**Quality Plans**").
- 6.2 The Supplier shall seek Approval from the Buyer (not be unreasonably withheld or delayed) of the Quality Plans before implementing them. Approval shall not act as an endorsement of the Quality Plans and shall not relieve the Supplier of its responsibility for ensuring that the Deliverables are provided to the standard required by this Contract.
- 6.3 Following the approval of the Quality Plans, the Supplier shall provide all Deliverables in accordance with the Quality Plans.
- 6.4 The Supplier shall ensure that the Supplier Personnel shall at all times during the Contract Period:
 - 6.4.1 be appropriately experienced, qualified and trained to supply the Deliverables in accordance with this Contract;
 - 6.4.2 apply all due skill, care, diligence in faithfully performing those duties and exercising such powers as necessary in connection with the provision of the Deliverables; and
 - 6.4.3 obey all lawful instructions and reasonable directions of the Buyer (including, if so required by the Buyer, the ICT Policy) and provide the Deliverables to the reasonable satisfaction of the Buyer.

7. ICT Audit

- 7.1 The Supplier shall allow any auditor access to the Supplier premises to:
- 7.1.1 inspect the ICT Environment and the wider service delivery environment (or any part of them);
 - 7.1.2 review any records created during the design and development of the Supplier System and pre-operational environment such as information relating to Testing;
 - 7.1.3 review the Supplier's quality management systems including all relevant Quality Plans.

8. Maintenance of the ICT Environment

- 8.1 If specified by the Buyer in the Award Form, the Supplier shall create and maintain a rolling schedule of planned maintenance to the ICT Environment ("**Maintenance Schedule**") and make it available to the Buyer for Approval in accordance with the timetable and instructions specified by the Buyer.
- 8.2 Once the Maintenance Schedule has been Approved, the Supplier shall only undertake such planned maintenance (which shall be known as "**Permitted Maintenance**") in accordance with the Maintenance Schedule.
- 8.3 The Supplier shall give as much notice as is reasonably practicable to the Buyer prior to carrying out any Emergency Maintenance.
- 8.4 The Supplier shall carry out any necessary maintenance (whether Permitted Maintenance or Emergency Maintenance) where it reasonably suspects that the ICT Environment and/or the Services or any part thereof has or may have developed a fault. Any such maintenance shall be carried out in such a manner and at such times so as to avoid (or where this is not possible so as to minimise) disruption to the ICT Environment and the provision of the Deliverables.

9. Malicious Software

- 9.1 The Supplier shall, throughout the Contract Period, use the latest versions of anti-virus definitions and software available from an industry accepted anti-virus software vendor to check for, contain the spread of, and minimise the impact of Malicious Software.
- 9.2 If Malicious Software is found, the Parties shall co-operate to reduce the effect of the Malicious Software and, particularly if Malicious Software causes loss of operational efficiency or loss or corruption of Government Data, assist each other to mitigate any losses and to restore the provision of the Deliverables to its desired operating efficiency.
- 9.3 Any cost arising out of the actions of the Parties taken in compliance with the provisions of Paragraph 9.2 shall be borne by the Parties as follows:
- 9.3.1 by the Supplier, where the Malicious Software originates from the Supplier Software, the third party Software supplied by the Supplier or the Government Data (whilst the Government Data was under the control of the Supplier) unless the Supplier can demonstrate that

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such Malicious Software was present and not quarantined or otherwise identified by the Buyer when provided to the Supplier; and

- 9.3.2 by the Buyer, if the Malicious Software originates from the Buyer Software or the Buyer Data (whilst the Buyer Data was under the control of the Buyer).

Schedule 29 (Key Supplier Staff)

1. Key Supplier Staff

- 1.1 The Annex 1 (Key Role) to this Schedule lists the key roles ("**Key Roles**") and names of the persons who the Supplier shall appoint to fill those Key Roles at the Start Date ("**Key Staff**").
- 1.2 The Supplier shall ensure that the Key Staff fulfil the Key Roles at all times during the Contract Period.
- 1.3 The Buyer may identify any further roles as being Key Roles and, following agreement to the same by the Supplier, the relevant person selected to fill those Key Roles shall be included on the list of Key Staff.
- 1.4 The Supplier shall not and shall procure that any Subcontractor shall not remove or replace any Key Staff unless:
 - 1.4.1 requested to do so by the Buyer or the Buyer Approves such removal or replacement (not to be unreasonably withheld or delayed)
 - 1.4.2 the person concerned resigns, retires or dies or is on parental or long-term sick leave; or
 - 1.4.3 the person's employment or contractual arrangement with the Supplier or Subcontractor is terminated for material breach of contract by the employee.
- 1.5 The Supplier shall:
 - 1.5.1 notify the Buyer promptly of the absence of any Key Staff (other than for short-term sickness or holidays of two (2) weeks or less, in which case the Supplier shall ensure appropriate temporary cover for that Key Role);
 - 1.5.2 ensure that any Key Role is not vacant for any longer than ten (10) Working Days;
 - 1.5.3 give as much notice as is reasonably practicable of its intention to remove or replace any member of Key Staff and, except in the cases of death, unexpected ill health or a material breach of the Key Staff's employment contract, this will mean at least three (3) Months' notice;
 - 1.5.4 ensure that all arrangements for planned changes in Key Staff provide adequate periods during which incoming and outgoing staff work together to transfer responsibilities and ensure that such change does not have an adverse impact on the provision of the Deliverables; and
 - 1.5.5 ensure that any replacement for a Key Role has a level of qualifications and experience appropriate to the relevant Key Role and is fully competent to carry out the tasks assigned to the Key Staff whom they have replaced.

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

Annex 1- Key Roles

Key Role	Key Staff	Contract Details
Project Manager	[REDACTED] [REDACTED] [REDACTED]	Schedule 13 Para 2
Delivery Manager	[REDACTED] [REDACTED] [REDACTED]	Schedule 2 Para 4.3.4
Deputy Delivery Manager	[REDACTED] [REDACTED] [REDACTED]	Schedule 2 Para 4.3.4
Information Security Manager	[REDACTED] [REDACTED] [REDACTED] [REDACTED]	Schedule 16 Para 3.2
Deputy Information Security Manager	[REDACTED] [REDACTED] [REDACTED]	Schedule 16 Para 3.2

Schedule 30 (Exit Management)

1. Definitions

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

"Exclusive Assets"	Supplier Assets used exclusively by the Supplier or a Key Subcontractor in the provision of the Deliverables;
"Exit Information"	has the meaning given to it in Paragraph 3.1 of this Schedule;
"Exit Manager"	the person appointed by each Party to manage their respective obligations under this Schedule;
"Net Book Value"	the current net book value of the relevant Supplier Asset(s) calculated in accordance with the Tender (if stated) or (if not stated) the depreciation policy of the Supplier (which the Supplier shall ensure is in accordance with Good Industry Practice);
"Non-Exclusive Assets"	those Supplier Assets used by the Supplier or a Key Subcontractor in connection with the Deliverables, but which are also used by the Supplier or Key Subcontractor for other purposes;
"Replacement Goods"	any goods which are substantially similar to any of the Goods and which the Buyer receives in substitution for any of the Goods following the End Date, whether those goods are provided by the Buyer internally and/or by any third party;
"Replacement Services"	any services which are substantially similar to any of the Services and which the Buyer receives in substitution for any of the Services following the End Date, whether those goods are provided by the Buyer internally and/or by any third party;
"Transferable Assets"	Exclusive Assets which are capable of legal transfer to the Buyer;

"Transferable Contracts"	Sub-Contracts, licences for Supplier's Software, licences for Third Party Software or other agreements which are necessary to enable the Buyer or any Replacement Supplier to provide the Deliverables or the Replacement Goods and/or Replacement Services, including in relation to licences all relevant Documentation;
"Transferring Assets"	has the meaning given to it in Paragraph 8.2.1 of this Schedule;
"Transferring Contracts"	has the meaning given to it in Paragraph 8.2.3 of this Schedule; and
"Virtual Library"	the data repository hosted by the Supplier containing the accurate information about this Contract and the Deliverables in accordance with Paragraph 2.2 of this Schedule.

2. Supplier must always be prepared for contract exit.

- 2.1 The Supplier shall within thirty (30) days from the Effective Date provide to the Buyer a copy of its depreciation policy to be used for the purposes of calculating Net Book Value.
- 2.2 During the Contract Period, the Supplier shall within thirty (30) days from the Effective Date (or such other period as is specified in the Award Form) create and maintain a Virtual Library containing:
 - 2.2.1 a detailed register of all Supplier Assets (including description, condition, location and details of ownership and status as either Exclusive Assets or Non-Exclusive Assets and Net Book Value) and Sub-contracts and other relevant agreements required in connection with the Deliverables; and
 - 2.2.2 a configuration database detailing the technical infrastructure, a schedule of the IPRs (consistent with Annex 1 of Schedule 36 (Intellectual Property) which the Buyer reasonably requires to benefit from the Deliverables (including who is the owner of such IPRs, the contact details of the owner and whether or not such IPRs are held in escrow), any plans required to be delivered by the Supplier pursuant to Schedule 14 (Business Continuity and Disaster Recovery) or Schedule 24 (Financial Difficulties) and operating procedures through which the Supplier provides the Deliverables,

and the Supplier shall ensure the Virtual Library is structured and maintained in accordance with open standards and the security requirements set out in this Contract and is readily accessible by the Buyer at all times. All information contained in the Virtual Library should be maintained and kept up to date in accordance with the time period set out in the Award Form.

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- 2.3 The Supplier shall add to the Virtual Library a list of Supplier Staff and Staffing Information (as that term is defined in Schedule 7 (Staff Transfer)) in connection with the Deliverables in accordance with the timescales set out in Paragraphs 1.1, 1.2 of Part E of Schedule 7 (Staff Transfer).
- 2.4 The Supplier shall:
 - 2.4.1 ensure that all Exclusive Assets listed in the Virtual Library are clearly physically identified as such; and
 - 2.4.2 procure that all licences for Third Party Software and all Sub-Contracts shall be assignable and/or capable of novation (at no cost or restriction to the Buyer) at the request of the Buyer to the Buyer (and/or its nominee) and/or any Replacement Supplier upon the Supplier ceasing to provide the Deliverables (or part of them) and if the Supplier is unable to do so then the Supplier shall promptly notify the Buyer and the Buyer may require the Supplier to procure an alternative Subcontractor or provider of Deliverables.
- 2.5 Each Party shall appoint an Exit Manager within three (3) Months of the Effective Date. The Parties' Exit Managers will liaise with one another in relation to all issues relevant to the expiry or termination of this Contract.

3. Assisting re-competition for Deliverables

- 3.1 The Supplier shall, on reasonable notice, provide to the Buyer and/or its potential Replacement Suppliers (subject to the potential Replacement Suppliers entering into reasonable written confidentiality undertakings), such information (including any access) as the Buyer shall reasonably require in order to facilitate the preparation by the Buyer of any invitation to tender and/or to facilitate any potential Replacement Suppliers undertaking due diligence (the "**Exit Information**").
- 3.2 The Supplier acknowledges that the Buyer may disclose the Supplier's Confidential Information (excluding the Supplier's or its Subcontractors' prices or costs) to an actual or prospective Replacement Supplier to the extent that such disclosure is necessary in connection with such engagement.
- 3.3 The Supplier shall provide complete updates of the Exit Information on an as-requested basis as soon as reasonably practicable and notify the Buyer within five (5) Working Days of any material change to the Exit Information which may adversely impact upon the provision of any Deliverables (and shall consult the Buyer in relation to any such changes).
- 3.4 The Exit Information shall be accurate and complete in all material respects and shall be sufficient to enable a third party to prepare an informed offer for those Deliverables; and not be disadvantaged in any procurement process compared to the Supplier.

4. Exit Plan

- 4.1 The Supplier shall, within three (3) Months after the Start Date, deliver to the Buyer a plan which complies with the requirements set out in Paragraph 4.3

of this Schedule and is otherwise reasonably satisfactory to the Buyer (the "**Exit Plan**").

- 4.2 The Parties shall use reasonable endeavours to agree the contents of the Exit Plan. If the Parties are unable to agree the contents of the Exit Plan within twenty (20) Working Days of the latest date for its submission pursuant to Paragraph 4.1, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.
- 4.3 The Exit Plan shall set out, as a minimum:
 - 4.3.1 how the Exit Information is obtained;
 - 4.3.2 a mechanism for dealing with partial termination on the assumption that the Supplier will continue to provide the remaining Deliverables under this Contract;
 - 4.3.3 the management structure to be employed during the Termination Assistance Period;
 - 4.3.4 a detailed description of both the transfer and cessation processes, including a timetable;
 - 4.3.5 how the Deliverables will transfer to the Replacement Supplier and/or the Buyer;
 - 4.3.6 details of any contracts which will be available for transfer to the Buyer and/or the Replacement Supplier upon the Expiry Date together with any reasonable costs required to effect such transfer;
 - 4.3.7 the scope of Termination Assistance that may be required for the benefit of the Buyer (including which services set out in Annex 1 are applicable);
 - 4.3.8 how Termination Assistance will be provided, including a timetable and critical issues for providing Termination Assistance;
 - 4.3.9 any charges that would be payable for the provision of Termination Assistance (calculated in accordance with Paragraph 4.4 below) together with a capped estimate of such charges;
 - 4.3.10 proposals for the training of key members of the Replacement Supplier's staff in connection with the continuation of the provision of the Deliverables following the Expiry Date;
 - 4.3.11 proposals for providing the Buyer or a Replacement Supplier copy of all documentation relating to the use and operation of the Deliverables and required for their continued use;
 - 4.3.12 proposals for the assignment or novation of all services utilised by the Supplier in connection with the supply of the Deliverables;
 - 4.3.13 proposals for the identification and return of all Buyer Property in the possession of and/or control of the Supplier or any third party;
 - 4.3.14 proposals for the disposal of any redundant Deliverables and materials;

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- 4.3.15 how the Supplier will ensure that there is no disruption to or degradation of the Deliverables during the Termination Assistance Period; and
- 4.3.16 any other information or assistance reasonably required by the Buyer or a Replacement Supplier.
- 4.4 Any charges payable as a result of the Supplier providing Termination Assistance shall be calculated and charged in accordance with Schedule 3 (Charges). The Supplier shall be entitled to increase or vary the Charges only if it can demonstrate in the Exit Plan that the provision of Termination Assistance requires additional resources and, in any event, any change to the Charges resulting from the provisions of Termination Assistance will be strictly proportionate to the level of resources required for the provision of the Termination Assistance Services.
- 4.5 The Supplier shall:
 - 4.5.1 maintain and update the Exit Plan (and risk management plan) no less frequently than:
 - (a) every six (6) months throughout the Contract Period;
 - (b) no later than twenty (20) Working Days after a request from the Buyer for an up-to-date copy of the Exit Plan;
 - (c) as soon as reasonably possible following a Termination Assistance Notice, and in any event no later than ten (10) Working Days after the date of the Termination Assistance Notice;
 - (d) as soon as reasonably possible following, and in any event no later than twenty (20) Working Days following, any material change to the Deliverables (including all changes under the Variation Procedure); and
 - 4.5.2 jointly review and verify the Exit Plan if required by the Buyer and promptly correct any identified failures.
- 4.6 Only if (by notification to the Supplier in writing) the Buyer agrees with a draft Exit Plan provided by the Supplier under Paragraph 4.2 or 4.4 (as the context requires), shall that draft become the Exit Plan for this Contract.
- 4.7 A version of an Exit Plan agreed between the parties shall not be superseded by any draft submitted by the Supplier.

5. Termination Assistance

- 5.1 The Buyer shall be entitled to require the provision of Termination Assistance at any time during the Contract Period by giving written notice to the Supplier (a "**Termination Assistance Notice**") at least four (4) Months prior to the Expiry Date or as soon as reasonably practicable (but in any event, not later than one (1) Month) following the service by either Party of a Termination Notice. The Termination Assistance Notice shall specify:
 - 5.1.1 the nature of the Termination Assistance required; and

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- 5.1.2 the start date and period during which it is anticipated that Termination Assistance will be required, which shall continue no longer than twelve (12) Months after the End Date.
- 5.2 The Buyer shall have an option to extend the Termination Assistance Period beyond the initial period specified in the Termination Assistance Notice in one or more extensions, in each case provided that:
 - 5.2.1 no such extension shall extend the Termination Assistance Period beyond the date eighteen (18) Months after the End Date; and
 - 5.2.2 the Buyer shall notify the Supplier of any such extension by serving not less than twenty (20) Working Days' written notice upon the Supplier.
- 5.3 The Buyer shall have the right to terminate its requirement for Termination Assistance by serving not less than (20) Working Days' written notice upon the Supplier.
- 5.4 In the event that Termination Assistance is required by the Buyer but at the relevant time the parties are still agreeing an update to the Exit Plan pursuant to Paragraph 4, the Supplier will provide the Termination Assistance in good faith and in accordance with the principles in this Schedule and the last Buyer approved version of the Exit Plan (insofar as it still applies).

6. Termination Assistance Period

- 6.1 Throughout the Termination Assistance Period the Supplier shall:
 - 6.1.1 continue to provide the Deliverables (as applicable) and otherwise perform its obligations under this Contract and, if required by the Buyer, provide the Termination Assistance;
 - 6.1.2 provide to the Buyer and/or its Replacement Supplier any reasonable assistance and/or access requested by the Buyer and/or its Replacement Supplier including assistance and/or access to facilitate the orderly transfer of responsibility for and conduct of the Deliverables to the Buyer and/or its Replacement Supplier;
 - 6.1.3 use all reasonable endeavours to reallocate resources to provide such assistance without additional costs to the Buyer;
 - 6.1.4 subject to Paragraph 6.3, provide the Deliverables and the Termination Assistance at no detriment to the Service Levels, the provision of the Management Information or any other reports nor to any other of the Supplier's obligations under this Contract;
 - 6.1.5 at the Buyer's request and on reasonable notice, deliver up-to-date contents of the Virtual Library to the Buyer; and
 - 6.1.6 seek the Buyer's prior written consent to access any Buyer Premises from which the de-installation or removal of Supplier Assets is required.
- 6.2 If it is not possible for the Supplier to reallocate resources to provide such assistance as is referred to in Paragraph 6.1.2 without additional costs to

the Buyer, any additional costs incurred by the Supplier in providing such reasonable assistance shall be subject to the Variation Procedure.

- 6.3 If the Supplier demonstrates to the Buyer's reasonable satisfaction that the provision of the Termination Assistance will have a material, unavoidable adverse effect on the Supplier's ability to meet one or more particular Service Levels, the Parties shall vary the relevant Service Levels and/or the applicable Service Credits accordingly.

7. Obligations when the contract is terminated.

- 7.1 The Supplier shall comply with all of its obligations contained in the Exit Plan.
- 7.2 Upon termination or expiry or at the end of the Termination Assistance Period (or earlier if this does not adversely affect the Supplier's performance of the Deliverables and the Termination Assistance), the Supplier shall:
- 7.2.1 cease to use the Government Data;
 - 7.2.2 vacate any Buyer Premises;
 - 7.2.3 remove the Supplier Equipment together with any other materials used by the Supplier to supply the Deliverables and shall leave the Sites in a clean, safe, and tidy condition. The Supplier is solely responsible for making good any damage to the Sites or any objects contained thereon, other than fair wear and tear, which is caused by the Supplier;
 - 7.2.4 provide access during normal working hours to the Buyer and/or the Replacement Supplier for up to twelve (12) Months after expiry or termination to:
 - (a) such information relating to the Deliverables as remains in the possession or control of the Supplier; and
 - (b) such members of the Supplier Staff as have been involved in the design, development, and provision of the Deliverables and who are still employed by the Supplier, provided that the Buyer and/or the Replacement Supplier shall pay the reasonable costs of the Supplier actually incurred in responding to such requests for access.
- 7.3 Upon partial termination, termination or expiry (as the case may be) or at the end of the Termination Assistance Period (or earlier if this does not adversely affect the Supplier's performance of the Services and the Termination Assistance and its compliance with the other provisions of this Schedule), each Party shall return to the other Party (or if requested, destroy or delete) all Confidential Information of the other Party in respect of the terminated Services and shall certify that it does not retain the other Party's Confidential Information save to the extent (and for the limited period) that such information needs to be retained by the Party in question for the purposes of providing or receiving any Services or Termination Assistance or for statutory compliance purposes.

8. Assets, Sub-contracts, and Software

- 8.1 Following notice of termination of this Contract and during the Termination Assistance Period, the Supplier shall not, without the Buyer's prior written consent:
 - 8.1.1 terminate, enter into, or vary any Sub-contract or licence for any software in connection with the Deliverables; or
 - 8.1.2 (Subject to normal maintenance requirements) make material modifications to, or dispose of, any existing Supplier Assets or acquire any new Supplier Assets.
- 8.2 Within twenty (20) Working Days of receipt of the up-to-date contents of the Virtual Library provided by the Supplier, the Buyer shall notify the Supplier setting out:
 - 8.2.1 which, if any, of the Transferable Assets the Buyer requires to be transferred to the Buyer and/or the Replacement Supplier ("**Transferring Assets**");
 - 8.2.2 which, if any, of:
 - (a) the Exclusive Assets that are not Transferable Assets; and
 - (b) the Non-Exclusive Assets,
 the Buyer and/or the Replacement Supplier requires the continued use of; and
 - 8.2.3 which, if any, of Transferable Contracts the Buyer requires to be assigned or novated to the Buyer and/or the Replacement Supplier (the "**Transferring Contracts**"), in order for the Buyer and/or its Replacement Supplier to provide the Deliverables from the expiry of the Termination Assistance Period. The Supplier shall provide all reasonable assistance required by the Buyer and/or its Replacement Supplier to enable it to determine which Transferable Assets and Transferable Contracts are required to provide the Deliverables or the Replacement Goods and/or Replacement Services. Where requested by the Supplier, the Buyer and/or its Replacement Supplier shall discuss in good faith with the Supplier which Transferable Contracts are used by the Supplier in matters unconnected to the Services or Replacement Services.
- 8.3 With effect from the expiry of the Termination Assistance Period, the Supplier shall sell the Transferring Assets to the Buyer and/or the Replacement Supplier for their Net Book Value less any amount already paid for them through the Charges.
- 8.4 Risk in the Transferring Assets shall pass to the Buyer or the Replacement Supplier (as appropriate) at the end of the Termination Assistance Period and title shall pass on payment for them.

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- 8.5 Where the Buyer and/or the Replacement Supplier requires continued use of any Exclusive Assets that are not Transferable Assets or any Non-Exclusive Assets, the Supplier shall as soon as reasonably practicable:
- 8.5.1 procure a non-exclusive, perpetual, royalty-free licence for the Buyer and/or the Replacement Supplier to use such assets (with a right of sub-licence or assignment on the same terms); or failing which.
 - 8.5.2 procure a suitable alternative to such assets, the Buyer, or the Replacement Supplier to bear the reasonable proven costs of procuring the same.
- 8.6 The Supplier shall as soon as reasonably practicably assign or procure the novation of the Transferring Contracts to the Buyer and/or the Replacement Supplier. The Supplier shall execute such documents and provide such other assistance as the Buyer reasonably requires effecting this novation or assignment.
- 8.7 The Buyer shall:
- 8.7.1 accept assignments from the Supplier or join with the Supplier in procuring a novation of each Transferring Contract; and
 - 8.7.2 once a Transferring Contract is novated or assigned to the Buyer and/or the Replacement Supplier, discharge all the obligations and liabilities created by or arising under that Transferring Contract and exercise its rights arising under that Transferring Contract, or as applicable, procure that the Replacement Supplier does the same.
- 8.8 The Supplier shall hold any Transferring Contracts on trust for the Buyer until the transfer of the relevant Transferring Contract to the Buyer and/or the Replacement Supplier has taken place.
- 8.9 The Supplier shall indemnify the Buyer (and/or the Replacement Supplier, as applicable) against each loss, liability and cost arising out of any claims made by a counterparty to a Transferring Contract which is assigned or novated to the Buyer (and/or Replacement Supplier) pursuant to Paragraph 8.6 in relation to any matters arising prior to the date of assignment or novation of such Transferring Contract. Clause 23 (Other people's rights in this contract) shall not apply to this Paragraph 8.9 which is intended to be enforceable by third party beneficiaries by virtue of the CRTPA.

9. No charges

Unless otherwise stated, the Buyer shall not be obliged to pay for costs incurred by the Supplier in relation to its compliance with this Schedule.

10. Dividing the bills

All outgoings, expenses, rents, royalties, and other periodical payments receivable in respect of the Transferring Assets and Transferring Contracts shall

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be apportioned between the Buyer and/or the Replacement and the Supplier as follows:

- 10.1 the amounts shall be annualised and divided by three hundred and sixty-five (365) to reach a daily rate;
- 10.2 the Buyer or Replacement Supplier (as applicable) shall be responsible for or entitled to (as the case may be) that part of the value of the invoice pro rata to the number of complete days following the transfer, multiplied by the daily rate; and
- 10.3 the Supplier shall be responsible for or entitled to (as the case may be) the rest of the invoice.

Annex 1: Scope of Termination Assistance

1. Scope of Termination Assistance

- 1.1 The Buyer may specify that any of the following services will be provided by the Supplier as part of its Termination Assistance:
 - 1.1.1 notifying the Subcontractors of procedures to be followed during the Termination Assistance Period and providing management to ensure these procedures are followed;
 - 1.1.2 providing assistance and expertise as necessary to examine all operational and business processes (including all supporting documentation) in place and re-writing and implementing processes and procedures such that they are appropriate for use by the Buyer and/or the Replacement Supplier after the end of the Termination Assistance Period;
 - 1.1.3 providing details of work volumes and staffing requirements over the twelve (12) Months immediately prior to the commencement of Termination Assistance;
 - 1.1.4 providing assistance and expertise as necessary to examine all governance and reports in place for the provision of the Deliverables and re-writing and implementing these during and for a period of twelve (12) Months after the Termination Assistance Period;
 - 1.1.5 providing assistance and expertise as necessary to examine all relevant roles and responsibilities in place for the provision of the Deliverables and re-writing and implementing these such that they are appropriate for the continuation of provision of the Deliverables after the Termination Assistance Period;
 - 1.1.6 agreeing with the Buyer an effective communication strategy and joint communications plan which sets out the implications for Supplier Staff, Buyer staff, customers, and key stakeholders;
 - 1.1.7 agreeing with the Buyer a handover plan for all of the Supplier's responsibilities as set out in the Security Management Plan;
 - 1.1.8 providing an information pack listing and describing the Deliverables for use by the Buyer in the procurement of the Replacement Deliverables;
 - 1.1.9 answering all reasonable questions from the Buyer and/or the Replacement Supplier regarding the Deliverables;
 - 1.1.10 agreeing with the Buyer and/or the Replacement Supplier a plan for the migration of the Government Data to the Buyer and/or the Replacement Supplier;
 - 1.1.11 providing access to the Buyer and/or the Replacement Supplier during the Termination Assistance Period and for a period not exceeding six (6) Months afterwards for the purpose of the smooth

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transfer of the provision of the Deliverables to the Buyer and/or the Replacement Supplier:

- (a) to information and documentation relating to the Deliverables that is in the possession or control of the Supplier or its Subcontractors (and the Supplier agrees and will procure that its Subcontractors do not destroy or dispose of that information within this period) including the right to take reasonable copies of that material; and
- (b) following reasonable notice and during the Supplier's normal business hours, to members of the Supplier Staff who have been involved in the provision or management of the provision of the Deliverables and who are still employed or engaged by the Supplier or its Subcontractors, including those employees filling the relevant Key Staff positions and Key Staff with specific knowledge in respect of the Exit Plan;

1.1.12 knowledge transfer services, including:

- (a) making available to the Buyer and/or the Replacement Supplier expertise to analyse training requirements and provide all necessary training for the use of tools by such staff at the time of termination or expiry as are nominated by the Buyer and/or the Replacement Supplier (acting reasonably);
- (b) transferring all training material and providing appropriate training to those Buyer and/or Replacement Supplier staff responsible for internal training in connection with the provision of the Deliverables;
- (c) providing as early as possible for transfer to the Buyer and/or the Replacement Supplier of all knowledge reasonably required for the provision of the Deliverables which may, as appropriate, include information, records, and documents;
- (d) providing the Supplier and/or the Replacement Supplier with access to sufficient numbers of the members of the Supplier Staff or Subcontractors' personnel of suitable experience and skill and as have been involved in the design, development, provision, or management of provision of the Deliverables and who are still employed or engaged by the Supplier or its Subcontractors; and
- (e) allowing the Buyer and/or the Replacement Supplier to work alongside and observe the performance of the Services by the Supplier at its Sites used to fulfil the Services (subject to compliance by the Buyer and the Replacement Supplier with any applicable security and/or health and safety restrictions,

and any such person who is provided with knowledge transfer services will sign a confidentiality undertaking in favour of the Supplier (in such form as the Supplier shall reasonably require)).

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1.2 The Supplier will:

- 1.2.1 provide a documented plan relating to the training matters referred to in Paragraph 1.1.12 for agreement by the Buyer at the time of termination or expiry of this Contract; and
- 1.2.2 co-operate fully in the execution of the handover plan agreed pursuant to Paragraph 1.1.7, providing skills and expertise of a suitable standard.

1.3 To facilitate the transfer of knowledge from the Supplier to the Buyer and/or its Replacement Supplier, the Supplier shall provide a detailed explanation of the procedures and operations used to provide the Services to the operations staff of the Buyer and/or the Replacement Supplier.

1.4 The information which the Supplier will provide to the Buyer and/or the Replacement Supplier pursuant to Paragraph 1.1.11 shall include:

- 1.4.1 copies of up-to-date procedures and operations manuals;
- 1.4.2 product information;
- 1.4.3 agreements with third party suppliers of goods and services which are to be transferred to the Buyer and/or the Replacement Supplier; and
- 1.4.4 key support contact details for third party supplier personnel under contracts which are to be assigned or novated to the Buyer pursuant to this Schedule,

and such information shall be updated by the Supplier at the end of the Termination Assistance Period.

1.5 During the Termination Assistance Period the Supplier shall grant any agent or personnel (including employees, consultants, and suppliers) of the Replacement Supplier and/or the Buyer access, during business hours and upon reasonable prior written notice, to any Sites for the purpose of effecting a prompt knowledge transfer provided that:

- 1.5.1 any such agent or personnel (including employees, consultants, and suppliers) having such access to any Sites shall:
 - (a) sign a confidentiality undertaking in favour of the Supplier (in such form as the Supplier shall reasonably require); and
 - (b) during each period of access comply with the security, systems, and facilities operating procedures of the Supplier relevant to such Site and that the Buyer deems reasonable; and
- 1.5.2 the Buyer and/or the Replacement Supplier shall pay the reasonable, proven, and proper costs of the Supplier incurred in facilitating such access.

Schedule 31 Buyer Specific Terms)

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Schedule 31 (Buyer Specific Terms)

Definitions

“Administration” means a rescue mechanism under the Insolvency Act 1986 where a company may be rescued or reorganised or its assets realised under the protection of a statutory moratorium. The company is put into administration and an administrator is appointed.

“Administrator” means an insolvency practitioner who is appointed to manage a company’s affairs, business, and property in an administration.

“Bribery Act” means the Bribery Act 2010 and any subordinate legislation made under the Bribery Act 2010 from time to time together with any guidance or codes of practice issued by the relevant government department concerning the legislation.

“DWP Offshoring Policy” means the Buyer’s policy and procedures in relation to hosting or accessing the Buyer’s IT Environment or official information outside of the UK including Landed Resources as advised to the Supplier by the Buyer from time to time.

“Landed Resources” means when the Supplier or its Subcontractor causes foreign nationals to be brought to the United Kingdom, to provide the Services.

“Liquidation” means the appointment of a liquidator who collects in and distributes the company’s assets and dissolves the company. The company can also be put into provisional liquidation before a final winding up order is granted.

“Relevant Requirements” means all applicable Law relating to bribery, corruption, and fraud, including the Bribery Act 2010 and any guidance issued by the Secretary of State pursuant to section 9 of the Bribery Act 2010.

1. PREVENTION OF FRAUD

- 1.1 The Buyer places the utmost importance in relation to the Relevant Requirements and on the need to prevent Fraud and irregularity in the delivery of this Contract. The Supplier and Subcontractors are required to:
 - 1.1.1 ensure that the Supplier and/or Subcontractors performance management systems do not encourage individual staff to make false claims regarding achievement of Contract performance targets;
 - 1.1.2 ensure a segregation of duties within the Supplier’s and/or Subcontractors operation between those employees directly involved in delivering the Services performance and those reporting achievement of Contract performance to the Buyer;
 - 1.1.3 ensure that an audit system is implemented to provide periodic checks, as a minimum at six (6) monthly intervals, to ensure effective and accurate recording and reporting of Contract performance.
- 1.2 The Supplier shall use its best endeavours to safeguard the Buyer’s funding of the Contract against Fraud generally and in particular, Fraud on the part of the Supplier’s Staff, directors of Subcontractors. The Supplier shall pay the utmost regard to safeguarding public funds

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against misleading claims for payment and shall notify the Buyer immediately if it has reason to suspect that any serious irregularity or Fraud has occurred or is occurring.

- 1.3 If the Supplier, Supplier Staff, or the Supplier's Subcontractors commits Fraud in relation to this or any other Contract with a Crown Body (including the Buyer) the Buyer may:
 - 1.3.1 recover from the Supplier the amount of any loss suffered by the Buyer resulting from the termination, including the cost reasonably incurred by the Buyer of making other arrangements for the supply of the Services and any additional expenditure incurred by the Buyer throughout the remainder of the Contract Period; or
 - 1.3.2 recover in full of the Supplier any other loss sustained by the Buyer in consequence of any breach of this Clause.
- 1.4 Any act of Fraud committed by the Supplier or its Subcontractors (whether under this Contract or any other contract with any other contracting authority) shall entitle the Buyer to immediately terminate this Contract, and any other contract the Buyer has with the Supplier, by serving written notice on the Supplier.
- 1.5 If the Buyer finds that the Supplier has deliberately submitted false claims for Contract payments with the knowledge of its senior officers the Buyer will be entitled to terminate this Contract, or any other Contract the Buyer has with the Supplier, with immediate effect.

2. OFFSHORING

Supply of the Services

- 2.1 While not in any way limiting any other provision of this Contract, in delivering the Services the Supplier and any of its Subcontractors, shall comply with the DWP Offshoring Policy. The DWP Offshoring Policy shall apply to Landed Resources.

Protection of Information

- 2.2 In accordance with the DWP Offshoring Policy and while not in any way limiting any other provision of this Contract, the Supplier and any of its Subcontractors, shall not offshore Buyer Data (as described in the DWP Offshoring Policy) outside the United Kingdom without the prior written consent of the Buyer, and where the Buyer gives consent, the Supplier shall comply with any reasonable instructions notified to it by the Buyer in relation to the Buyer Data in question.
- 2.3 Where the Buyer has given its prior written consent to the Supplier to process, host or access Buyer Data from premises outside the United Kingdom (in accordance with Schedule 20 (Processing Data)):
 - 2.3.1 the Supplier must notify the Buyer (in so far as they are not prohibited by Law) where any Regulatory Bodies seek to gain or has gained access to such Buyer Data;
 - 2.3.2 the Supplier shall take all necessary steps in order to prevent any access to, or disclosure of, any Buyer Data to any Regulatory Bodies outside the United Kingdom unless required by Law without any applicable exception or exemption.

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3. PREVENTION OF BRIBERY AND CORRUPTION

- 3.1 The Supplier shall, if requested, provide the Buyer with any reasonable assistance, at the Buyer's reasonable cost, to enable the Buyer to perform any activity required by any relevant government or agency in any relevant jurisdiction for the purpose of compliance with the Bribery Act 2010;
- 3.2 If the Supplier, the Supplier Staff, or anyone acting on the Supplier's behalf engages in any Prohibited Act, the Buyer may;
 - 3.2.1 terminate the Contract and recover from the Supplier the amount of any Loss suffered by the Buyer resulting from the termination, including the cost reasonably incurred by the Buyer of making other arrangements for the supply of the Services and any additional expenditure incurred by the Buyer throughout the remainder of the Contract; or
 - 3.2.2 recover in full of the Supplier any other Loss sustained by the Buyer in consequence of any breach by the Supplier of Clause 31 (Preventing fraud, bribery, and corruption) of the Core Terms and/or this Paragraph 3.
- 3.3 Despite Clause 39 (Resolving disputes) and Schedule 38 (Dispute Resolution), any dispute relating to:
 - 3.3.1 the interpretation of Clause 31 (Preventing fraud, bribery, and corruption) of the Core Terms; and/or
 - 3.3.2 this Paragraph 3; and/or
 - 3.3.3 the amount or value of any gift, consideration, or commission, shall be determined by the Buyer and its decision shall be final and conclusive.
- 3.4 Any termination under Clause 14.4 (When the Buyer can end the Contract) and/or this Paragraph 3 will be without prejudice to any right or remedy which has already accrued or subsequently accrues to the Buyer.
- 3.5 In exercising its rights or remedies under Clause 14.4 (When the Buyer can end the Contract), Clause 31 (Preventing fraud, bribery, and corruption) and/or this Paragraph 3, the Buyer shall:
 - 3.5.1 act in a reasonable and proportionate manner having regard to such matters as the gravity of, and the identify of, the person performing any Prohibited Act(s); and
 - 3.5.2 give all due consideration, where appropriate, to action other than termination of the Contract.

4. ADMINISTRATION, LIQUIDATION, AND EXIT

- 4.1 Further to the requirements of Schedule 30 (Exit Management), upon the termination or expiry of the Contract, and/or otherwise upon the Supplier entering Liquidation the Supplier shall at its own cost and at no cost to the Buyer;
 - 4.1.1 conduct a full and thorough search for any electronic and paper records held by the Supplier which contain Buyer Data in accordance with the Buyer instructions;

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- 4.1.2 return all such records to the Buyer in accordance with their instructions;
- 4.1.3 permanently destroy all copies of any relevant electronic records; and
- 4.1.4 provide written confirmation to the Buyer that the actions outlined above in this paragraph have been completed.
- 4.2 In the event of a Subcontractor of the Supplier being in Liquidation then the Supplier shall recover records held by the Subcontractor and provide assurance to the Buyer that they have been recovered.
- 4.3 In the event the Supplier is put into Administration the Buyer will work closely with the Administrator to ensure the Supplier is able to maintain Buyer, and other records they have created and held and maintain these standards in the safekeeping of Buyer information, i.e., these records must be stored in accordance with Buyer information assurance and HMG Cabinet Office information security standards.
- 4.4 Whilst in Administration the duty of the Administrator is to help the Supplier trade. This may involve the Administrator seeking an organisation to buy up the Supplier. The assignment or novation of this Contract to new ownership is not automatic and no assignment, novation, or other transfer of this Contract shall be valid without the prior written consent of the Buyer.

5. SOCIAL VALUE AND LIFE CHANCES THROUGH PROCUREMENT

- 5.1 The Supplier shall comply with Appendix 1 (Social Value and Life Chances Through Procurement) to this Schedule 31 (Buyer Specific Terms) at all times during the Contract Period.

6. ACCESSIBLE DIGITAL STANDARDS

- 6.1 The Supplier shall comply with (or with equivalents to):
 - 6.1.1 the World Wide Web Consortium (W3C) Web Accessibility Initiative (WAI) Web Content Accessibility Guidelines (WCAG) 2.1 Conformance Level AA; and
 - 6.1.2 EN301549 v.2.1.2 (2018-08) Accessibility requirements for ICT products and services,

as such standards are revised and updated from time to time.

7. OTHER

- 7.1 The Supplier shall comply with each of the Appendices to this Schedule 31 at all times during the Contract Period.

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APPENDIX 1 TO SCHEDULE 31

SOCIAL VALUE AND LIFE CHANCES THROUGH PROCUREMENT

This Appendix 1 sets out the life chances through procurement requirements which are applicable to the provision of the Services ("**Social Value and Life Chances Through Procurement**").

"Access to Work" means the access to work programme available at <https://www.gov.uk/access-to-work> which may be amended from time to time.

"Apprentices" means apprenticeships as described and/or otherwise referred to in the Life Chances Through Procurement Guidance for DWP Contractors.

"Black and Minority Ethnic People" means black and minority ethnic people as described and/or otherwise referred to in the Life Chances Through Procurement Guidance for DWP Contractors.

"Disabled People" means disabled people as described and/or otherwise referred to in the Life Chances Through Procurement Guidance for DWP Contractors.

"Disability Confident Employer" means the disability confident employer scheme available at <https://www.gov.uk/government/collections/disability-confident-campaign> which may be amended from time to time.

"Disability Confident Scheme" means the disability confident scheme (previously named the Guaranteed Interview Scheme) available at <https://www.gov.uk/government/publications/guaranteed-interview-scheme> which may be amended from time to time.

"Employment Experience" means employment experience as described and/or otherwise referred to in the Life Chances Through Procurement Guidance for DWP Contractors.

"Life Chances Through Procurement Guidance for DWP Contractors" means the guidance published at <https://www.gov.uk/government/publications/life-chances-through-procurement-guidance-for-dwp-contractors/life-chances-through-procurement-guidance-for-dwp-contractors> as updated and/or replaced from time to time.

"National Apprenticeship Service" means the apprenticeship policies available at <https://www.apprenticeships.gov.uk/employers#> and <https://www.gov.uk/apply-apprenticeship> which may change from time to time.

"Older Workers" means older workers as described and/or otherwise referred to in the Life Chances Through Procurement Guidance for DWP Contractors.

"Prison Leavers" means prison leavers as described and/or otherwise referred to in the Life Chances Through Procurement Guidance for DWP Contractors.

"Universal Job match" means the job advertisement platform available at <https://www.gov.uk/find-a-job> which may be amended from time to time.

"Work Trials" means the short unpaid period of work offered by the Supplier to a jobseeker who is entitled to receive benefits in line with the following policy <https://www.gov.uk/jobcentre-plus-help-for-recruiters/work-trials>

"Young People" means young people as described and/or otherwise referred to in the Life Chances Through Procurement Guidance for DWP Contractors.

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1 General

- 1.1 The Supplier acknowledges that the Crown Body is committed to assisting people to move from welfare to employment and driving forward improvements in economic, social, and environmental well-being.
- 1.2 The Supplier: (a) acknowledges that the Buyer has a responsibility to support and promote wider social sustainability objectives for the benefit of society; and (b) agrees to cooperate with the Buyer to improve life chances for those most disadvantaged and furthest from the labour market.
- 1.3 The Supplier acknowledges that the Buyer is supporting the Crown Body's life chances and social value agendas by aiming to promote opportunities for groups of persons") which the Buyer regards as meriting priority assistance including but not limited to Apprentices, Disabled People, Young People, Older Workers, Prison Leavers and Black and Minority Ethnic People ("**DWP Priority Groups**").

2 Diversity and Equality Delivery Plan

- 2.1 In addition to complying with its obligations set out in this Appendix 1 (Life Chances Through Procurement) to Schedule 31 (Buyer Specific Terms) the Buyer requires the Supplier to provide such information as the Buyer may request on (a) the action(s) the Supplier is taking in the course of supplying the Services to comply with this Appendix 1 (Social Value and Life Chances Through Procurement) to this Schedule 31 (Buyer Specific Terms) and (b) the effect such action(s) have on the Supplier Staff used in the performance of its obligations under the Contract.
- 2.2 As part of the information to be provided by the Supplier under paragraph 2.1 of this Appendix 1 (Social Value and Life Chances Through Procurement) to this Schedule 31 (Buyer Specific Terms) and as set out in Schedule 6 (Transparency and Reporting) in the Table at paragraph 51, the Buyer requires the Supplier to provide to the Buyer a diversity and equality delivery plan ("**Diversity and Equality Delivery Plan**") six (6) Months after the Start Date, and annually thereafter. The Diversity and Equality Delivery Plan must be specific to the Contract and include:
 - (a) details of all the Supplier Staff including but not limited to all Subcontractors involved in the performance of the Supplier's obligations under the Contract.
 - (b) details of the action(s) the Supplier is taking to support the Crown Body's social value agenda including but not limited to the action(s) the Supplier is taking to meet its obligations under paragraph 2.3 of this Appendix 1 (Social Value and Life Chances Through Procurement) to Schedule 31 (Buyer Specific Terms) .
- 2.3 The Supplier shall, and shall ensure that its Subcontractors, take the following action(s) in respect of DWP Priority Groups;
 - a) **Disabled People**
 - Take steps to become a Disability Confident Employer.
 - Make appropriate use of Access to Work to support recruit and retain disabled workers.

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- When recruiting Supplier Staff to be used in the performance of the Supplier's obligations under the Contract, offer Disabled People interviews under a Disability Confident Scheme for vacancies for Staff where the Disabled People meet the minimum criteria for such vacancies.
- Offer Work Trials to Disabled People to support filling vacancies for Supplier Staff.
- Provide Employment Experience to Disabled People as members of Supplier Staff used in the performance of the Supplier's obligations under the Contract to develop their skills and experience and increase their employability.

b) Young People – Under 25

- Offer Work Trials to Young People to support filling vacancies for Supplier Staff.
- Provide Employment Experience to Young People as members of Supplier Staff used in the performance of the Supplier's obligations under the Contract to develop their skills and experience and increase their employability.

c) Older Workers – Over 50

- Offer Work Trials to Older Workers to support filling vacancies for Supplier Staff.
- Provide Employment Experience to Older People as members of Supplier Staff used in the performance of the Supplier's obligations under the Contract to develop their skills and experience and increase their employability.

d) Prison Leavers

- Offer Work Trials to Prison Leavers to support filling vacancies for Supplier Staff.
- Provide Employment Experience to Prison Leavers as members of Supplier Staff used in the performance of the Supplier's obligations under the Contract to develop their skills and experience and increase their employability.

f) Black and Minority Ethnic People

- Offer Work Trials to Black and Minority Ethnic people to support filling vacancies for Supplier Staff.
- Provide Employment Experience to Black and Minority Ethnic people as members of Supplier Staff used in the performance of the Supplier's obligations under the Contract to develop their skills and experience and increase their employability.

g) Employee Vacancies

- Advertise all vacancies for Supplier Staff via Universal job match in addition to any other recruitment agencies with whom the Supplier advertises such vacancies and any other actions the Supplier takes to recruit Supplier Staff.

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2.4 The Diversity and Equality Delivery Plan must also include:

- (a) an overview of Supplier and any Subcontractor's policies and procedures for preventing unlawful discrimination and promoting equality of opportunity in respect of:
 - i) age;
 - ii) disability;
 - iii) gender reassignment;
 - iv) marriage and civil partnership;
 - v) pregnancy and maternity;
 - vi) race;
 - vii) religion or belief;
 - viii) sex; and
 - ix) sexual orientation;
- (b) an overview of Supplier and any Subcontractor's policies and procedures covering:
 - i) harassment;
 - ii) bullying;
 - iii) victimisation; and
 - iv) Staff training and development;
- (c) details of the way in which the above policies and procedures are, or will be (and by when), communicated to Supplier Staff;
- (d) details of what general diversity and equality related training has been, or will be delivered (and by when), to Supplier Staff;
- (e) details of what structure and resources are currently directed towards active promotion of diversity and equality within the Supplier Staff used in the performance of the Supplier's obligations under this Contract, or if not currently in place, what will be put in place and by when;

2.5 The Buyer will consider and must agree the contents of Diversity and Equality Delivery Plan. Any issues will be raised with the Supplier by the Contract manager acting on behalf of the Buyer. If an issue relates to a Subcontractor, the Supplier must raise and resolve the issue with the Subcontractor.

Life Chances Workforce Monitoring Template

- 2.6 The Supplier shall provide the Life Chances Workforce Monitoring template (contained in Annex 1 to this Schedule 31 (Buyer Specific Terms)) and as required under Schedule 6 (Transparency and Reporting) in the Table at paragraph 5.1, duly completed in full by the Supplier in respect of all Staff (including but not limited to all Subcontractors used in the performance of the Supplier's obligations under the Contract), six (6) Months after the Start Date and annually thereafter.
- 2.7 The Supplier shall complete the Life Chances Workforce Monitoring template in line with the 'Life Chances through Procurement Guidance for DWP Contractors' and the Contract definitions.

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- 2.8 The Supplier will compare figures in all categories listed in the Annex 1 and provide (where possible) comparisons against any official national/regional statistics that are publicly available in accordance with the 'Life Chances through Procurement Guidance for DWP Contractors' provided by the Buyer to the Supplier.
- 2.9 The 'Life Chances through Procurement Guidance for DWP Contractors' provides links to a number of data collection sources, this is not an exhaustive list and other sources are available. The Buyer recognises that there may be regional variations in terms of population demographics and some data categories and coverage may not be complete or fully aligned, however, the Supplier agrees to provide high level analysis and identification of trends as and when requested by the Buyer.
- 2.10 The Supplier shall provide and shall ensure that its Subcontractors provide such evidence as the Buyer may require of action(s) undertaken or planned by the Supplier and/or any Subcontractor to improve the numbers in the Life Chances Workforce Monitoring template (contained in Annex 1 to this Schedule) to the satisfaction of the Buyer.
- 2.11 Diversity and equality, the Crown Body's social value agenda and DWP Priority Groups will be discussed jointly by the Buyer and the Supplier as an on-going item at Contract review meetings. Such meetings will discuss the information provided by the Supplier in accordance with paragraph 2.2 of this this Appendix 1 (Social Value and Life Chances Through Procurement) to Schedule 31 (Buyer Specific Terms).

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ANNEX 1

LIFE CHANCES WORKFORCE MONITORING

Important – the figures the Supplier provides must relate specifically to the staff used in the performance of the Supplier's obligations under the Contract only, which for the avoidance of doubt includes any Subcontractor.

Date of Return Month: Year	
Name of Contract:	
Contract Number:	
Name of Supplier:	
Effective Date:	
Total Number of Supplier Staff, which for the avoidance of doubt includes any Subcontractors	

1 – Number of new Staff posts created in the performance of the Supplier's obligations under the Contract

New Staff Posts	Number of new Supplier Staff posts created in period	
	1-34 hr per week posts	35 hr + per week posts
Baseline return (at 6 months for months 0-6)		
1 st annual return (at 18 months for months 7-18)		
2 nd annual return (at 30 months for months 19 - 30)		
3 rd annual return (At 42 months for months 31- 42)		

2 – Number of Apprentices in Supplier Staff used in the performance of the Supplier's obligations under the Contract

DWP Priority Group - Apprentices	Number of Apprentices in Staff which have been employed for 26 weeks or longer in period	% of Apprentices in Staff at the end of the period	Number of Apprentices who began apprenticeships as part of the Supplier Staff during the period
Baseline return (at 6 months for months 0-6)			
1 st annual return (at 18 months for months 7-18)			

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DWP Priority Group - Apprentices	Number of Apprentices in Staff which have been employed for 26 weeks or longer in period	% of Apprentices in Staff at the end of the period	Number of Apprentices who began apprenticeships as part of the Supplier Staff during the period
2 nd annual return (at 30 months for months 19 - 30)			
3 rd annual return (At 42 months for months 31- 42)			

3 – Number of Disabled People in Staff used in the performance of the Supplier's obligations under the Contract

DWP Priority Group - Disabled People	Number of Disabled People in Supplier Staff which have been employed for 26 weeks or longer in period	% of Disabled People in Staff at end of period	Number of Disabled People who began employment as part of the Supplier Staff during the period
Baseline return (at 6 months for months 0-6)			
1 st annual return (at 18 months for months 7-18)			
2 nd annual return (at 30 months for months 19 - 30)			
3 rd annual return (At 42 months for months 31- 42)			

4 – Number of Disabled People, who had been interviewed by the Supplier under the Disability Confident Scheme (DIS) for Supplier Staff posts used in the performance of the Supplier's obligations under the Contract,

DWP Priority Group – Disabled People in the Supplier Staff who had been interviewed by the Supplier under the DIS	Number of Disabled People who have been interviewed for Supplier Staff posts by the Supplier under the DIS during the period
Baseline return (at 6 months for months 0-6)	
1 st annual return (at 18 months for months 7-18)	

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2 nd annual return (at 30 months for months 19 - 30)	
3 rd annual return (At 42 months for months 31-42)	

5 – Number of Young People in Supplier Staff used in the performance of the Supplier's obligations under the Contract

DWP Priority Group - Young People	Number of Young People in Supplier Staff which have been employed for 26 weeks or longer in period	% Young People in Supplier Staff at end of period	Number of Young People who began employment as part of the Supplier Staff during the period
Baseline return (at 6 months for months 0-6)			
1 st annual return (at 18 months for months 7-18)			
2 nd annual return (at 30 months for months 19 - 30)			
3 rd annual return (At 42 months for months 31-42)			

6 – Number of Older Workers in Supplier Staff used in the performance of the Supplier's obligations under the Contract

DWP Priority Group - Older Workers	Number of Older Workers in Supplier Staff which have been employed for 26 weeks or longer in period	% Older Workers in Supplier Staff at end of period	Number of Older Workers who began employment as part of the Supplier Staff during the period
Baseline return (at 6 months for months 0-6)			
1 st annual return (at 18 months for months 7-18)			
2 nd annual return (at 30 months for months 19 - 30)			
3 rd annual return			

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(At 42 months for months 31-42)			
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7 – Number of Prison Leavers in Supplier Staff used in the performance of the Supplier's obligations under the Contract.

DWP Priority Group - Prison Leavers	Number of Prison Leavers in Supplier Staff which have been employed for 26 weeks or longer in period	% Prison Leavers in Supplier Staff at end of period	Number of Prison Leavers who began employment as part of the Supplier Staff during the period
Baseline return (at 6 months for months 0-6)			
1 st annual return (at 18 months for months 7-18)			
2 nd annual return (at 30 months for months 19 - 30)			
3 rd annual return (At 42 months for months 31-42)			

8 – Number of Black or Minority Ethnic (BME) in Supplier Staff used in the performance of the Supplier's obligations under the Contract.

DWP Priority Group - Black or Minority Ethnic (BME)	Number BME in Supplier Staff which have been employed for 26 weeks or longer in period	% BME in Supplier Staff at end of period	Number of BME who began employment as part of the Supplier Staff during the period
Baseline return (at 6 months for months 0-6)			
1 st annual return (at 18 months for months 7-18)			
2 nd annual return (at 30 months for months 19 - 30)			
3 rd annual return (At 42 months for months 31-42)			

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9 – Number of Employment Experience placements conducted in the performance of the Supplier's obligations under the Contract

Employment Experience placements	Number of Employment Experience placements conducted during the period
Baseline return (at 6 months for months 0-6)	
1 st annual return (at 18 months for months 7-18)	
2 nd annual return (at 30 months for months 19 - 30)	
3 rd annual return (At 42 months for months 31-42)	

10 – Number of Work Trials conducted as part of the recruitment of Supplier Staff used in the performance of the Supplier's obligations under the Contract.

Work Trials	Number of Work Trials conducted during the period
Baseline return (at 6 months for months 0-6)	
1 st annual return (at 18 months for months 7-18)	
2 nd annual return (at 30 months for months 19 - 30)	
3 rd annual return (At 42 months for months 31-42)	

11 – Number of vacancies for Supplier Staff advertised via Universal job match

Supplier Staff vacancies advertised via Universal job match	Number of vacancies for Supplier Staff advertised via Universal job match during the period	% of all vacancies for Supplier Staff advertised via Universal job match during the period.
Baseline return (at 6 months for months 0-6)		
1 st annual return (at 18 months for months 7-18)		
2 nd annual return (at 30 months for months 19 - 30)		
3 rd annual return (At 42 months for months 31-42)		

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APPENDIX 2 TO SCHEDULE 31

WELSH LANGUAGE SCHEME

This Annex to Schedule 31 sets out the Supplier's obligations which are applicable to the provision of the Services in Wales.

1 General

- 1.1 The Supplier acknowledges that in relation to the operation of its Services which are delivered in Wales, the Buyer has an obligation to actively promote the equality of the English and Welsh languages, in accordance with the Welsh Language Act 1993.
- 1.2 In the performance of the Contract, the Supplier shall ensure that it cooperates with the Buyer in satisfying this duty, by fully complying with the requirements of this Schedule 31.

2 The DWP Welsh Language Scheme

- 2.1 The DWP Welsh Language Scheme can be found at:-

<https://www.gov.uk/government/organisations/department-for-work-pensions/about/welsh-language-scheme> (the "DWP Welsh Language Scheme")
- 2.2 The Supplier shall, in the delivery of the Services, ensure that it complies with the DWP Welsh Language Scheme and such instructions as the Buyer may issue from time to time in respect of promoting the equality of the English and Welsh languages.

3 Delivery of Services in Welsh

- 3.1 The Supplier undertakes that members of the public who have dealings with them are able to do so in English or Welsh, whichever is their preference.
- 3.2 The Supplier will ensure that:-
 - a) those who want, or are required, to correspond with the Supplier will be able to do so in English or Welsh;
 - b) those who are known to prefer corresponding through the medium of Welsh will have correspondence initiated in Welsh;
 - c) any correspondence received in Welsh will be answered in Welsh within the same timescales and standards as those written in English;
 - d) Supplier Staff, who are in Wales, will greet any telephone callers in English and Welsh once the caller's preferred language can be ascertained;
 - e) any help lines set up to deliver the service must offer a Welsh or English option and sufficient Welsh language speakers must be available to

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- deal with callers through the medium of Welsh, if they select the Welsh option;
- f) any answer phones in the Supplier's offices in Wales will have a pre-recorded bilingual message;
 - g) all people who participate in the Services are able to contribute through the medium of English or Welsh;
 - h) all material published and printed for use in Wales shall be available in English and Welsh, and available for use within the same timescales. The standard of bilingual or Welsh material shall be of equal quality to those produced solely in English;
 - i) all forms and explanatory material be available in both English and Welsh and available for use within the same timescales; and
 - j) any complaints or grievance procedure should be provided in both English and Welsh;
 - k) any websites, including any interactive pages, set up to support the delivery of the service must be available in both Welsh and English; and
 - l) where DWP has notified the Supplier or the participant has identified that Welsh is their preferred language this should be recorded, ensuring all future dealings with that participant will be in Welsh.

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APPENDIX 3 TO SCHEDULE 31

Standards

1. DEFINITIONS

1.1 In this Schedule, the following definitions shall apply:

“BS”	means British standards;
“ITIL Software Scheme”	means the information technology infrastructure library;
“Standards Hub”	the Government’s open and transparent standards adoption process as documented at http://standards.data.gov.uk/ ; and
“Suggested Challenge”	a submission to suggest the adoption of new or emergent standards in the format specified on Standards Hub.

2. GENERAL

- 2.1 Throughout the Contract Period, the Parties shall monitor and notify each other of any new or emergent standards which could affect the Supplier’s provision, or the Buyer’s receipt, of the Services. Any changes to the Standards, including the adoption of any such new or emergent standard, shall be agreed in accordance with the Variation Procedure.
- 2.2 Where a new or emergent standard is to be developed or introduced by the Buyer, the Supplier shall be responsible for ensuring that the potential impact on the Supplier’s provision, or the Buyer’s receipt, of the Services is explained to the Buyer (in a reasonable timeframe), prior to the implementation of the new or emergent standard.
- 2.3 Where Standards referenced conflict with each other or with Good Industry Practice, then the later Standard or best practice shall be adopted by the Supplier. Any such alteration to any Standard(s) shall require the prior written agreement of the Buyer and shall be implemented within an agreed timescale.

3 TECHNOLOGY AND DIGITAL SERVICES PRACTICE

- 3.1 The Supplier shall (when designing, implementing and delivering the Services) adopt the applicable elements of HM Government’s Technology Code of Practice as documented at <https://www.gov.uk/service-manual/technology/code-of-practice.html>.

4 OPEN DATA STANDARDS & STANDARDS HUB

- 4.1 The Supplier shall comply to the extent within its control with UK Government’s Open Standards Principles as documented at <https://www.gov.uk/government/publications/open-standards-principles/open-standards-principles>

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[standards-principles](#) , as they relate to the specification of standards for software interoperability, data and document formats in the IT Environment, in addition to the standards set out in Schedule 2 (Specification), Schedule 4 (Standards), Schedule 16 (Security).

- 4.2 Without prejudice to the generality of Paragraph 4.1 to this Appendix 3, the Supplier shall, when implementing or updating a technical component or part of the Software where there is a requirement under this Contract or opportunity to use a new or emergent standard, submit a Suggested Challenge compliant with the UK Government's Open Standards Principles (using the process detailed on Standards Hub and documented at <http://standards.data.gov.uk/>). Each Suggested Challenge submitted by the Supplier shall detail, subject to the security and confidentiality provisions in this Contract, an illustration of such requirement or opportunity within the IT Environment, and Government's IT infrastructure and the suggested open standard.
- 4.3 The Supplier shall ensure that all documentation published on behalf of the Buyer pursuant to this Contract is provided in a non-proprietary format (such as PDF or Open Document Format (ISO 26300 or equivalent)) as well as any native file format documentation in accordance with the obligation under Paragraph 4.1 to comply with the UK Government's Open Standards Principles, unless the Buyer otherwise agrees in writing.

5 SERVICE MANAGEMENT SOFTWARE & STANDARDS

- 5.1 Subject to paragraphs 2 to 4 of this Appendix 3 (inclusive), the Supplier shall reference relevant industry and HM Government standards and best practice guidelines in the management of the Services, including the following and/or their equivalents:
- (a) ITIL v4;
 - (b) ISO/IEC 20000-1 2018 "Information technology — Service management – Part 1";
 - (c) ISO/IEC 20000-2 2019 "Information technology — Service management – Part 2";
 - (d) ISO 10007: 2017 "Quality management systems – Guidelines for configuration management"; and
 - (e) ISO 22313:2020 "Security and resilience. Business continuity management systems. Guidance on the use of ISO 22301" and, ISO/IEC 27031:2011 and ISO 22301:2019.
- 5.2 For the purposes of management of the Services and delivery performance the Supplier shall make use of Software that complies with Good Industry Practice including availability, change, incident, knowledge, problem, release & deployment, request fulfilment, service asset and configuration, service catalogue, service level and service portfolio management. If such Software has been assessed under the ITIL Software Scheme as being compliant to "Bronze Level", then this shall be deemed acceptable.

6 ENVIRONMENTAL REQUIREMENTS

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- 6.1 The Supplier shall comply with the environmental requirements and the sustainable development requirements set out in the Appendix 4 to this Schedule.

7 HARDWARE SAFETY STANDARDS

- 7.1 The Supplier shall comply with those BS or other standards relevant to the provision of the Services, including the following or their equivalents:
- (a) any new hardware required for the delivery of the Services (including printers), shall conform to BS EN IEC 62368-1:2020+A11:2020 or subsequent replacements. In considering where to site any such hardware, the Supplier shall consider the future working user environment and shall position the hardware sympathetically, wherever possible;
 - (b) any new audio, video and similar electronic apparatus required for the delivery of the Services, shall conform to the following standard: BS EN IEC 62368-1:2020+A11:2020 or any subsequent replacements;
 - (c) any new laser printers or scanners using lasers, required for the delivery of the Services, shall conform to either of the following safety Standards: BS EN 60825-1:2014 or any subsequent replacements; and
 - (d) any new apparatus for connection to any telecommunication network, and required for the delivery of the Services, shall conform to the following safety Standard: BS EN 62949:2017 or any subsequent replacements.
- 7.2 Where required to do so as part of the Services, the Supplier shall perform electrical safety checks in relation to all equipment supplied under this Contract in accordance with the relevant health and safety regulations.
- 7.3 The Supplier shall ensure all electrical equipment it uses to provide the Services (whether owned by the Supplier or a third party), is safe and properly maintained as detailed in the Provision and Use of Work Equipment Regulations 1998 <http://www.hse.gov.uk/work-equipment-machinery/puwer.htm>
- 7.4 If at any time it is identified that any of the Buyer equipment, cables or peripherals are no longer fit for purpose and need replacement, Buyer will provide suitable and fit for purpose replacements.

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APPENDIX 4 TO SCHEDULE 31

ENVIRONMENTAL REQUIREMENTS

1 DEFINITIONS

1.1 In this Appendix, the following definitions shall apply:

“Minority Owned Businesses”	means in the UK a for profit enterprise of any size which is 51% or more owned, operated, and controlled by an ethnic minority group;
“Permitted Item”	means those items which are permissible under this Contract to the extent set out in Table B of this Appendix;
“Prohibited Items”	means those items which are not permissible under this Contract as set out at Table A of this Appendix;
“Small and Medium-sized Enterprises”	means an enterprise falling within the category of micro, small and medium-sized enterprises defined by the European Commission recommendation of 6 May 2003 concerning the definition of micro, small and medium-sized enterprises;
“Sustainability Reports”	written reports to be completed by the Supplier containing the information outlined in Table C of this Appendix;
“Sustainable Development”	means the sustainable development requirements specified in this Appendix 4 to Schedule 31;
“Sustainable Development Plan”	has the meaning set out paragraph 4 (Sustainable Development Plan) to this Appendix 4 to Schedule 31;
“Sustainable Development Policy”	means a policy detailing the Supplier’s approach and commitment to Sustainable Development;
“Sustainable Development Policy Statement”	has the meaning set out in paragraph 4 (Sustainable Development Plan) to this Appendix 4 to Schedule 31;
“Sustainable Development Requirements”	means the Sustainable Development Requirements specified in this Appendix 4 to Schedule 31;

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| “Waste Electrical and Electronic Equipment” or “WEEE” | has the meaning given in the Waste Electrical and Electronic Equipment (WEEE) Regulations 2013; and |
| “Waste Hierarchy” | means prioritisation of waste management in the following order of preference: <ul style="list-style-type: none"> (a) Prevention – by using less material in design and manufacture. Keeping products for longer; (b) Preparing for re-use – by checking, cleaning, repairing, refurbishing, whole items, or spare parts; (c) Recycling – by turning waste into a new substance or produce, including composting if it meets quality protocols; (d) Other Recovery – through anaerobic digestion, incineration with energy recovery, gasification and pyrolysis which produce energy (fuels, heat, and power) and materials from waste; some backfilling; and (e) Disposal - Landfill and incineration without energy recovery. |

2 GENERAL

- 2.1 The Supplier acknowledges that the Buyer must at all times be seen to be actively promoting Sustainable Development through its environmental, social, and economic responsibilities.
- 2.2 This Appendix 4 sets out the Sustainable Development Requirements which are applicable to the provision of the Services. In delivering the Services, the Supplier shall and shall ensure that its Subcontractors assist and cooperate with the Buyer, by fully complying with the requirements of this Appendix 4 to this Schedule 31.

3 ENVIRONMENTAL REQUIREMENTS

- 3.1 The Supplier shall comply in all material respects with all applicable environmental laws and regulations in force in relation to the Contract.

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- 3.2 In performing its obligations under the Contract, the Supplier shall to the reasonable satisfaction of the Buyer:
- (a) demonstrate low carbon resource efficiency, including minimising the use of resources and responding promptly to the Buyer's reasonable questions;
 - (b) prioritise waste management in accordance with the Waste Hierarchy;
 - (c) be responsible for ensuring that any waste generated by the Supplier and sent for recycling, disposal, or other recovery as a consequence of this Contract is taken to an authorised site for treatment or disposal and that the disposal or treatment of waste complies with the law;
 - (d) ensure that it and any third parties used to undertake recycling disposal or other recovery as a consequence of this Contract do so in a legally compliant way, undertake reasonable checks on a regular basis to ensure this;
 - (e) inform the Environmental Agency within one Working Day in the event that a permit or exemption to carry or send waste generated under this Contract is revoked and in circumstances where a permit or exemption to carry or send waste generated under this Contract is revoked the Supplier shall cease to carry or send waste or allow waste to be carried by any Subcontractor until authorisation is obtained from the Environmental Agency;
 - (f) minimise the release of greenhouse gases (including carbon dioxide emissions), air pollutants, volatile organic compounds and other substances damaging to health and the environment; and
 - (g) reduce and minimise carbon emissions by taking into account factors including, but not limited to, the locations from which materials are sourced, the transport of materials, the locations from which the work force are recruited and emissions from offices and on-site equipment.
- 3.3 The Supplier shall use reasonable endeavours to avoid the use of paper and card in carrying out its obligations under this Contract. Where unavoidable under reasonable endeavours, the Supplier shall ensure that any paper or card deployed in the performance of the Services consists of one hundred percent (100%) recycled content and used on both sides where feasible to do so.
- 3.4 The Supplier shall not use anything which comprises wholly or partly of the Prohibited Items to provide the Services under this Contract unless the use is primarily related to the management of the Supplier's own facilities or internal operations as opposed to the provision of Services.
- 3.5 The Supplier shall complete the Sustainability Report in relation its provision of the Services under this Contract and provide the Sustainability Report to the Buyer on the date and frequency outlined in Table C of this Appendix.
- 3.6 The Supplier shall comply with reasonable requests by the Buyer for information evidencing compliance with the provisions of this Appendix 4 within fourteen (14) days of such request, provided that such requests are limited to two per Contract Year.

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4 SUSTAINABLE DEVELOPMENT PLAN

- 4.1 The Supplier shall produce a Sustainable Development Policy Statement and Sustainable Development Plan in accordance with Paragraphs 4.2 and 4.3 of this Appendix 4 of Schedule 31 (DWP Additional Contractual Requirements) and as required under Schedule 6 (Transparency and Reporting) in the table at paragraph 5.1, within 6 (six) months of the Start Date and annually thereafter. The Sustainable Development Policy Statement and Sustainable Development Plan shall be specific to the Contract and include all Subcontractors involved in delivery of the Contract. The Supplier must obtain the required information from Subcontractors and then collate and submit as stated above.
- 4.2 In delivering the Services, the Supplier shall prepare a Sustainable Development Policy Statement giving, for each organisation involved in delivery of the Contract an overarching commitment to:
- (a) dispose of Contract waste in a legal manner (i.e., waste is disposed of via a registered waste collector, the Waste Electrical and Electronic Equipment (WEEE) regulations are adhered to where relevant);
 - (b) reduce energy consumption;
 - (c) promote waste management including recycling;
 - (d) promote green or public transport;
 - (e) promote Corporate Social Responsibility (“**CSR**”);
 - (f) the Sustainable Development Policy and that of continuous improvement which should be signed and dated by senior management.
- 4.3 In delivering the Services, the Supplier shall prepare and deliver a Sustainable Development Plan which should be used to turn the commitment shown in the Sustainable Development Policy into action and which as a minimum, detail how each organisation involved in delivery of the Contract will:
- 4.3.1 reduce its environmental footprint of this Contract through:
- (a) minimising the use of energy, water, and materials;
 - (b) minimising waste and increasing recycling levels;
 - (c) utilising recycled goods within operations;
 - (d) providing efficient low carbon delivery methods;
 - (e) promoting the use of green or public transport.
- 4.3.2 contribute to social sustainability of this Contract through:
- (a) purchasing goods and services that are produced and delivered in line with International Labour Organisation principles in respect to human rights and conditions of employment;
 - (b) supporting a diverse supply chain by cultivating opportunities for Minority Owned Businesses;

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- (c) providing adequate training opportunities for all employees.
- 4.3.3 drive economic sustainability of this Contract through:
 - (a) supporting job creation both locally and nationally;
 - (b) facilitating opportunities for Minority Owned Businesses and Small and Medium-sized Enterprises.
- 4.4 The Supplier shall contain in its Sustainable Development Plan:
 - 4.4.1 a baseline assessment of current position in terms of waste minimisation, recycling, and energy consumption (energy consumption only required if current energy usage is available to organisations);
 - 4.4.2 annual estimates of the progress of Sustainable Development actions;
 - 4.4.3 details of how Supplier Staff awareness of sustainability will be increased in line with the Sustainable Development Plan.

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TABLE A – Prohibited Items

The following consumer single use plastics are Prohibited Items:	1 Catering
	<ul style="list-style-type: none"> a. Single use sachets e.g., coffee pods, sauce sachets, milk sachets b. Take away cutlery. c. Take away boxes and plates. d. Cups made wholly or partially of plastic. e. Straws f. Stirrers g. Water bottles
	2 Facilities
	<ul style="list-style-type: none"> a. Single use containers e.g., hand soap, cleaning products b. Wipes containing plastic.
	3 Office Supplies
	<ul style="list-style-type: none"> a. Plastic envelopes b. Plastic wrapping for brochures. c. Paper or card which is bleached with chlorine.
	4 Packaging
	<ul style="list-style-type: none"> a. Single use plastic packaging from deliveries where avoidable e.g., shrink wrapped packaging from office supplier or facilities products. b. Single use carrier bags

TABLE B – Permitted Items

Buyer Permitted Items	None
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Project Specific Permitted Items	None
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TABLE C – Sustainability Report Requirements

Sustainability Report Name	Content of Report	Frequency of Report
Sustainability	as proportionate and relevant to the Contract, the key sustainability impacts identified; the sustainability improvements planned or delivered; and the risks to the Services of climate change, including mitigation, adaptation and continuity plans employed by the Supplier in response to those risks.	Quarterly, from Effective Date
Greenhouse Gas Emissions	Detail the Scope 1 and Scope 2 GHG emissions associated with the delivery of the contract. Include your best estimate of Scope 3 emissions, with a commitment to reducing them over the contract's lifetime. Emissions reporting should be in accordance with established best practice and internationally accepted standards.	Quarterly, Effective Date

Schedule 32 (NOT USED)

NOT USED

Schedule 33 (NOT USED)

NOT USED

Schedule 34 (NOT USED)

NOT USED

Schedule 35 (NOT USED)

NOT USED

Schedule 36 (Intellectual Property Rights)
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Schedule 36 (Intellectual Property Rights)

Schedule 36 (Intellectual Property Rights)

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1. Intellectual Property Rights

- 1.1. Each Party keeps ownership of its own Existing IPR. Neither Party has the right to use the other Party's Existing IPR, including any use of the other Party's names, logos, or trademarks, except as expressly granted elsewhere under the Contract or otherwise agreed in writing.
- 1.2. Except as expressly granted elsewhere under the Contract, neither Party acquires any right, title, or interest in or to the IPR owned by the other Party or any third party.

1.3. Licences granted by the Supplier: Supplier Existing IPR

1.3.1. Where the Buyer orders Deliverables which contain or rely upon Supplier Existing IPR, the Supplier hereby grants the Buyer a Supplier Existing IPR Licence on the terms set out in Paragraph 1.3.2.

1.3.2. The Supplier Existing IPR Licence granted by the Supplier to the Buyer is a non-exclusive, perpetual, royalty-free, irrevocable, transferable, worldwide licence to use, change and sub-licence any Supplier Existing IPR which is reasonably required by the Buyer to enable it:

1.3.2.1. or any End User to use and receive the Deliverables; or

1.3.2.2. to use, sub-licence or commercially exploit the New IPR and New IPR Items,

for any purpose relating to the exercise of the Buyer's (or, if the Buyer is a Public Sector Body, any other Public Sector Body's) business or function.

1.4. Licences granted by the Buyer and New IPR

1.4.1. Any New IPR created under the Contract is owned by the Supplier. The Buyer gives the Supplier a licence to use any Buyer Existing IPR for the purpose of fulfilling its obligations during the Contract Period.

1.4.2. Where a Party acquires ownership of IPR incorrectly under this Contract it must do everything reasonably necessary to complete a transfer assigning them in writing to the other Party on request and at its own cost.

1.4.3. Unless otherwise agreed in writing, the Supplier and the Buyer will record any New IPR in the table at Annex 1 to Schedule 36 and keep this updated throughout the Contract Period.

Schedule 36 (Intellectual Property Rights)

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1.4.4. The Supplier hereby grants the Buyer a licence to use, change and sub-licence the New IPR on the terms set out in Paragraph 1.4.5.

1.4.5. The licence granted by the Supplier to the Buyer pursuant to clause 1.4.4 is a non-exclusive, perpetual, royalty-free, irrevocable, transferable, worldwide licence to use, change and sub-licence any New IPR which is reasonably required by the Buyer to enable it or any End User to use and receive the Deliverables.

1.5. Third Party IPR

1.5.1. The Supplier shall not use in the delivery of the Deliverables any Third Party IPR unless Approval is granted by the Buyer and it has procured that the owner or an authorised licensor of the relevant Third Party IPR has granted a Third Party IPR Licence on the terms set out in Paragraph 1.5.2 **Error! Reference source not found..** If the Supplier cannot obtain for the Buyer a licence on the terms set out in Paragraph 1.5.2 in respect of any Third Party IPR the Supplier shall:

1.5.1.1. notify the Buyer in writing; and

1.5.1.2. use the relevant Third Party IPR only if the Buyer has provided authorisation in writing, with reference to the acts authorised and the specific IPR involved.

1.5.2. In spite of any other provisions of the Contract and for the avoidance of doubt, award of this Contract by the Buyer and the ordering of any Deliverable under it does not constitute an authorisation by the Crown under Sections 55 and 56 of the Patents Act 1977 Section 12 of the Registered Designs Act 1949 or Sections 240 – 243 of the Copyright, Designs and Patents Act 1988.

1.5.3. The Third Party IPR Licence granted to the Buyer shall be a non-exclusive, perpetual, royalty-free, irrevocable, transferable, worldwide licence to use, change and sub-licence any Third Party IPR which is reasonably required by the Buyer to enable it or any End User to receive and use the Deliverables and make use of the deliverables provided by a Replacement Supplier.

1.6. Termination of licences

1.6.1. The Supplier Existing IPR Licence granted pursuant to Paragraph 1.3 and the Third Party IPR Licence granted pursuant to Paragraph 1.5 shall survive the Expiry Date and termination of this Contract.

Schedule 36 (Intellectual Property Rights)

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- 1.6.2. The Supplier shall, if requested by the Buyer in accordance with Schedule 30 (Exit Management) and to the extent reasonably necessary to ensure continuity of service during exit and transition to any Replacement Supplier, grant (or procure the grant) to the Replacement Supplier a licence to use any Supplier Existing IPR or Third Party IPR on terms equivalent to the Supplier Existing IPR Licence or Third Party IPR Licence (as applicable) subject to the Replacement Supplier entering into reasonable confidentiality undertakings with the Supplier.
- 1.6.3. Any licence granted to the Supplier pursuant to Paragraph 1.4 (Licence granted by the Buyer) shall terminate automatically on the Expiry Date and the Supplier shall:
 - 1.6.3.1. immediately cease all use of the Buyer Existing IPR (including the Buyer Data within which the Buyer Existing IPR may subsist);
 - 1.6.3.2. at the discretion of the Buyer, return or destroy documents and other tangible materials that contain any of the Buyer Existing IPR and the Buyer Data, provided that if the Buyer has not made an election within six months of the termination of the licence, the Supplier may destroy the documents and other tangible materials that contain any of the Buyer Existing IPR and the Buyer Data (as the case may be); and
 - 1.6.3.3. ensure, so far as reasonably practicable, that any Buyer Existing IPR and Buyer Data that are held in electronic, digital, or other machine-readable form ceases to be readily accessible from any computer, word processor, voicemail system or any other device of the Supplier containing such Buyer Existing IPR or Buyer Data.

1.7. Supplier's Exploitation of New IPR

- 1.7.1. Notwithstanding the Supplier's ownership of the New IPR or licence which allows it to exploit and commercialise the New IPR:
 - 1.7.1.1. the Supplier must always offer a price and solution to the Buyer which is in accordance with the Charges and must licence the New IPR and Supplier Existing IPR to the Buyer on equivalent terms as apply under this Contract;

Schedule 36 (Intellectual Property Rights)

Crown Copyright 2022

- 1.7.1.2. where the Supplier proposes to exploit the New IPR, that it provides a detailed proposal of its plans for exploitation of the New IPR and the forecast returns, including (but not limited to) details of the goods and services to be offered by the Supplier which use the New IPR, the target markets and territory, the estimated level of orders, the marketing strategy; full details of the estimated costs, prices, revenues and profits; impact assessment on services delivered under the Contract; and any other information that would reasonably be required by the Buyer to enable it to consider the commercial, legal and financial implications to the Parties of the proposal and any further information which the Buyer may reasonably request; and
- 1.7.1.3. where the Supplier proposes to discount the prices offered to the Buyer in return for the right to exploit the New IPR, that it provides clear evidence to demonstrate how the exploitation plans and financial information provided under Paragraph **Error! Reference source not found.** above have been applied to the price for the Deliverables offered to the Buyer and other potential End Users;
- 1.7.1.4. The Buyer shall be under no obligation to:
 - (a) offer the New IPR (where this is owned by the Buyer) or the Buyer Existing IPR on an exclusive licence basis or on any other alternative terms of licensing and ownership; or
 - (b) accept any alternative arrangement proposed by the Supplier under this Clause and the Buyer shall be entitled to require the Supplier to deliver the solution on the basis of the same position on ownership and licensing of the New IPR (where this is owned by the Buyer) or Buyer Existing IPR applies as applies under this Contract.

Schedule 36 (Intellectual Property Rights)

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- 1.7.1.5. Such agreement does not confer any exclusive right on the Supplier to negotiate with the Buyer in relation to the New IPR (where this is owned by the Buyer), Buyer Existing IPR or any Crown IPR and the Buyer shall be entitled to licence, assign and otherwise deal with such IPR (where it owns such IPR) with any other person (except to the extent that the Buyer has entered into an exclusive licence with the Supplier in respect of such IPR pursuant to this Contract).
- 1.7.1.6. The Supplier acknowledges and agrees that the Buyer is under an obligation to comply with procurement Laws and state aid rules when considering proposals for alternative IPR arrangements and the Buyer will need to consider its position and approach on a case-by-case basis.
- 1.7.2. If within three years of its creation, any Intellectual Property in the New IPR has not been commercially exploited by the Supplier, and the Supplier is not using its best endeavours to do so, the Supplier shall on written request by the Buyer promptly assign the Intellectual Property Rights in the New IPR to the Buyer. Each party shall bear its own costs in such assignment.

Schedule 36 (Intellectual Property Rights)

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ANNEX 1: NEW IPR

Name of New IPR	Details

Schedule 37 (Corporate Resolution Planning)

1. Definitions

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

"Accounting Reference Date"	means in each year the date to which the Supplier prepares its annual audited financial statements;
"Annual Revenue"	<p>means, for the purposes of determining whether an entity is a Public Sector Dependent Supplier, the audited consolidated aggregate revenue (including share of revenue of joint ventures and Associates) reported by the Supplier or, as appropriate, the Supplier Group in its most recent published accounts, subject to the following methodology:</p> <p>(a) figures for accounting periods of other than twelve (12) months should be scaled pro rata to produce a proforma figure for a twelve (12) month period; and</p> <p>(b) where the Supplier, the Supplier Group and/or their joint ventures and Associates report in a foreign currency, revenue should be converted to British Pound Sterling at the closing exchange rate on the Accounting Reference Date;</p>
"Assurance"	means written confirmation from a Relevant Buyer to the Supplier that the CRP Information is approved by the Relevant Buyer;
"Cabinet Office Markets and Suppliers Team"	means the UK Government's team responsible for managing the relationship between government and its Strategic Suppliers, or any replacement or successor body carrying out the same function;
"Corporate Change Event"	<p>means:</p> <p>(a) any change of Control of the Supplier or a Parent Undertaking of the Supplier;</p>

Schedule 37 (Corporate Resolution Planning), Crown copyright 2023

- (b) any change of Control of any member of the Supplier Group which, in the reasonable opinion of the Buyer, could have a material adverse effect on the Services;
- (c) any change to the business of the Supplier or any member of the Supplier Group which, in the reasonable opinion of the Buyer, could have a material adverse effect on the Services;
- (d) a Class 1 Transaction taking place in relation to the shares of the Supplier or any Parent Undertaking of the Supplier whose shares are listed on the main market of the London Stock Exchange plc;
- (e) an event that could reasonably be regarded as being equivalent to a Class 1 Transaction taking place in respect of the Supplier or any Parent Undertaking of the Supplier;
- (f) payment of dividends by the Supplier or the ultimate Parent Undertaking of the Supplier Group exceeding twenty five percent (25%) of the Net Asset Value of the Supplier or the ultimate Parent Undertaking of the Supplier Group respectively in any twelve (12) month period;
- (g) an order is made, or an effective resolution is passed for the winding up of any member of the Supplier Group;
- (h) any member of the Supplier Group stopping payment of its debts generally or becoming unable to pay its debts within the meaning of section 123(1) of the Insolvency Act 1986 or any member of the Supplier Group ceasing to carry on all or substantially all its business, or any compromise, composition, arrangement or agreement being

Schedule 37 (Corporate Resolution Planning), Crown copyright 2023

	made with creditors of any member of the Supplier Group;
	(i) the appointment of a receiver, administrative receiver, or administrator in respect of or over all or a material part of the undertaking or assets of any member of the Supplier Group; and/or
	(j) any process or events with an effect analogous to those in Paragraphs (e) to (g) inclusive above occurring to a member of the Supplier Group in a jurisdiction outside England and Wales;
"Corporate Change Event Grace Period"	means a grace period agreed to by the Relevant Buyer for providing CRP Information and/or updates to Service Continuity Plan after a Corporate Change Event
"Corporate Resolvability Assessment (Structural Review)"	means part of the CRP Information relating to the Supplier Group to be provided by the Supplier in accordance with Paragraph 3 and Annex 2 of this Schedule 37;
"Critical National Infrastructure"	means those critical elements of UK national infrastructure (namely assets, facilities, systems, networks or processes and the essential workers that operate and facilitate them), the loss or compromise of which could result in: <ul style="list-style-type: none"> (a) major detrimental impact on the availability, integrity, or delivery of essential services – including those services whose integrity, if compromised, could result in significant loss of life or casualties – taking into account significant economic or social impacts; and/or (b) significant impact on the national security, national defence, or the functioning of the UK;
"Critical Service Contract"	means the overall status of the Services provided under this Contract as determined by the Buyer and specified in Paragraph 2 of this Schedule;

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"CRP Information"	means the corporate resolution planning information, together, the: <ul style="list-style-type: none"> (a) Exposure Information (Contracts List); (b) Corporate Resolvability Assessment (Structural Review); and (c) Financial Information and Commentary
"Exposure Information (Contracts List)"	means part of the CRP Information relating to the Supplier Group to be provided by the Supplier in accordance with Paragraph 3 and Annex 1 of this Schedule;
"Financial Information and Commentary"	means part of the CRP Information relating to the Supplier Group to be provided by the Supplier in accordance with Paragraph 3 and Annex 3 of this Schedule;
"Public Sector Dependant Supplier"	means a supplier where that supplier, or that supplier's group has Annual Revenue of £50 million or more of which over fifty percent (50%) is generated from UK Public Sector Business;
"Relevant Buyer" or "Relevant Buyers"	means the Buyer and the Cabinet Office Markets and Suppliers Team or, where the Supplier is a Strategic Supplier, the Cabinet Office Markets and Suppliers Team;
"Strategic Suppliers"	means those suppliers to government listed at https://www.gov.uk/government/publications/strategic-suppliers ;
"UK Public Sector Business"	means any goods, service or works provision to UK public sector bodies, including Crown Bodies and their arm's length bodies and agencies, non-departmental public bodies, NHS bodies, local authorities, health bodies, police, fire and rescue, education bodies and devolved administrations;
"Valid"	in respect of an Assurance, has the meaning given to it in Paragraph 3.7 of this Schedule;

CORPORATE RESOLUTION PLANNING

2. Service Status and Supplier Status

- 2.1 This Contract 'is' a Critical Service Contract.
- 2.2 The Supplier shall notify the Buyer and the Cabinet Office Markets and Suppliers Team, in writing within five (5) Working Days of the Effective Date and throughout the Term within one hundred and twenty (120) days after each Accounting Reference Date as to whether or not it is a Public Sector Dependent Supplier. The contact email address for the Markets and Suppliers Team is resolution.planning@cabinetoffice.gov.uk.

3. Provision of Corporate Resolution Planning (CRP) Information

- 3.1 Paragraphs 3 to 5 shall apply if this Contract has been specified as a Critical Service Contract under Paragraph 2.1 of this Schedule or the Supplier is or becomes a Public Sector Dependent Supplier.
- 3.2 Subject to Paragraphs 3.6, 3.10 and 3.11 of this Schedule:
 - (a) where this Contract is a Critical Service Contract, the Supplier shall provide the Relevant Buyer or Relevant Buyers with the CRP Information within sixty (60) days of the Effective Date; and
 - (b) except where it has already been provided in accordance with Paragraph 3.2(a) where the Supplier is a Public Sector Dependent Supplier, it shall provide the Relevant Buyer or Relevant Buyers with the CRP Information within sixty (60) days of the date of the Relevant Buyer's or Relevant Buyers' request.
- 3.3 The Supplier shall ensure that the CRP Information provided pursuant to Paragraphs 3.2, 3.8 and 3.9 of this Schedule:
 - (a) is full, comprehensive, accurate and up to date;
 - (b) is split into three parts:
 - (i) Exposure Information (Contracts List)
 - (ii) Corporate Resolvability Assessment (Structural Review);
 - (iii) Financial Information and Commentary
 and is structured and presented in accordance with the requirements and explanatory notes set out in the latest published version of the Resolution Planning Guidance Note published by the Cabinet Office Government Commercial Function and available at <https://www.gov.uk/government/publications/the-sourcing-and-consultancy-playbooks> and contains the level of detail required (adapted as necessary to the Supplier's circumstances);
 - (c) incorporates any additional commentary, supporting documents and evidence which would reasonably be required by the Relevant

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Buyer or Relevant Buyers to understand and consider the information for approval;

- (d) provides a clear description and explanation of the Supplier Group members that have agreements for goods, services or works provision in respect of UK Public Sector Business and/or Critical National Infrastructure and the nature of those agreements; and
 - (e) complies with the requirements set out at Annex 1 (Exposure Information (Contracts List)), Annex 2 (Corporate Resolvability Assessment (Structural Review)) and Annex 3 (Financial Information and Commentary) respectively.
- 3.4 Following receipt by the Relevant Buyer or Relevant Buyers of the CRP Information pursuant to Paragraphs 3.2, 3.8 and 3.9 of this Schedule, the Buyer shall procure that the Relevant Buyer or Relevant Buyers discuss in good faith the contents of the CRP Information with the Supplier and no later than 60 days after the date on which the CRP Information was delivered by the Supplier and either provide an Assurance to the Supplier that Relevant Buyer or Relevant Buyers approve the CRP Information or that Relevant Buyer or Relevant Buyers reject the CRP Information.
- 3.5 If the Relevant Buyer or Relevant Buyers reject the CRP Information:
- (a) the Buyer shall (and shall procure that the Cabinet Office Markets and Suppliers Team shall) inform the Supplier in writing of its reasons for its rejection; and
 - (b) the Supplier shall revise the CRP Information, taking reasonable account of the Relevant Buyer's or Relevant Buyers' comments, and shall re-submit the CRP Information to the Relevant Buyer or Relevant Buyers for approval within thirty (30) days of the date of the Relevant Buyer's or Relevant Buyers' rejection. The provisions of Paragraphs 3.3 to 3.5 of this Schedule shall apply again to any resubmitted CRP Information provided that either Party may refer any disputed matters for resolution by the Dispute Resolution Procedure at any time.
- 3.6 Where the Supplier or a member of the Supplier Group has already provided CRP Information to a Crown Body or the Cabinet Office Markets and Suppliers Team (or, in the case of a Strategic Supplier, solely to the Cabinet Office Markets and Suppliers Team) and has received an Assurance of its CRP Information from that Crown Body and the Cabinet Office Markets and Suppliers Team (or, in the case of a Strategic Supplier, solely from the Cabinet Office Markets and Suppliers Team), then provided that the Assurance remains Valid on the date by which the CRP Information would otherwise be required, the Supplier shall not be required to provide the CRP Information under Paragraph 3.2 if it provides a copy of the Valid Assurance

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to the Relevant Buyer or Relevant Buyers on or before the date on which the CRP Information would otherwise have been required.

- 3.7 An Assurance shall be deemed Valid for the purposes of Paragraph 3.6 of this Schedule if:
- (a) the Assurance is within the validity period stated in the Assurance (or, if no validity period is stated, no more than twelve (12) months has elapsed since it was issued and no more than eighteen (18) months has elapsed since the Accounting Reference Date on which the CRP Information was based); and
 - (b) no Corporate Change Events or Financial Distress Events (or events which would be deemed to be Corporate Change Events or Financial Distress Events if this Contract had then been in force) have occurred since the date of issue of the Assurance.
- 3.8 If this Contract is a Critical Service Contract, the Supplier shall provide an updated version of the CRP Information (or, in the case of Paragraph 3.8(c) of this Schedule its initial CRP Information) to the Relevant Buyer or Relevant Buyers:
- (a) Within fourteen (14) days of the occurrence of a Financial Distress Event (along with any additional highly confidential information no longer exempted from disclosure under Paragraph 3.11 of this Schedule) unless the Supplier is relieved of the consequences of the Financial Distress Event (Schedule 24 Financial Difficulties)
 - (b) Within thirty (30) days of a Corporate Change Event unless:
 - (i) the Supplier requests and the Relevant Buyer (acting reasonably) agrees to a Corporate Change Event Grace Period, in the event of which the time period for the Supplier to comply with this Paragraph shall be extended as determined by the Relevant Buyer (acting reasonably) but shall in any case be no longer than six (6) months after the Corporate Change Event. During a Corporate Change Event Grace Period the Supplier shall regularly and fully engage with the Relevant Buyer to enable it to understand the nature of the Corporate Change Event and the Relevant Buyer shall reserve the right to terminate a Corporate Change Event Grace Period at any time if the Supplier fails to comply with this Paragraph; or
 - (ii) not required pursuant to Paragraph 3.10;
 - (c) within thirty (30) days of the date that:
 - (i) the credit rating(s) of each of the Supplier and its Parent Undertakings fail to meet any of the criteria specified in Paragraph 3.10; or

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- (ii) none of the credit rating agencies specified at Paragraph 3.10 hold a public credit rating for the Supplier or any of its Parent Undertakings; and
 - (d) in any event, within six (6) months after each Accounting Reference Date or within fifteen (15) months of the date of the previous Assurance received from the Relevant Buyer (whichever is the earlier), unless:
 - (i) updated CRP Information has been provided under any of Paragraphs 3.8(a), 3.8(b) or 3.8(c) since the most recent Accounting Reference Date (being no more than twelve (12) months previously) within the timescales that would ordinarily be required for the provision of that information under this Paragraph 3.8(d); or
 - (ii) not required pursuant to Paragraph 3.10.
- 3.9 Where the Supplier is a Public Sector Dependent Supplier and this Contract is not a Critical Service Contract, then on the occurrence of any of the events specified in Paragraphs 3.8(a) to 3.8(d) of this Schedule, the Supplier shall provide at the request of the Relevant Buyer or Relevant Buyers and within the applicable timescales for each event as set out in Paragraph 3.8 (or such longer timescales as may be notified to the Supplier by the Buyer), the CRP Information to the Relevant Buyer or Relevant Buyers.
- 3.10 Where the Supplier or a Parent Undertaking of the Supplier has a credit rating of either:
- (a) Aa3 or better from Moody's;
 - (b) AA- or better from Standard and Poor's;
 - (c) AA- or better from Fitch;
- the Supplier will not be required to provide any CRP Information unless or until either (i) a Financial Distress Event occurs (unless the Supplier is relieved of the consequences of the Financial Distress Event under Paragraph 6 of Schedule 24 (*Financial Difficulties*)) (as defined in Schedule 24 (*Financial Difficulties*)) or (ii) the Supplier and its Parent Undertakings cease to fulfil the criteria set out in this Paragraph 3.10, in which cases the Supplier shall provide the updated version of the CRP Information in accordance with Paragraph 3.8.
- 3.11 Subject to Paragraph 5, where the Supplier demonstrates to the reasonable satisfaction of the Relevant Buyer or Relevant Buyers that a particular item of CRP Information is highly confidential, the Supplier may, having orally disclosed and discussed that information with the Relevant Buyer or Relevant Buyers, redact or omit that information from the CRP Information provided that if a Financial Distress Event occurs, this exemption shall no longer apply and the Supplier shall promptly provide the relevant information

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to the Relevant Buyer or Relevant Buyers to the extent required under Paragraph 3.8.

4. Termination Rights

- 4.1 The Buyer shall be entitled to terminate this Contract under Clause 14.4 (*Ending this Contract*) if the Supplier is required to provide CRP Information under Paragraph 3 of this Schedule and either:
- (a) the Supplier fails to provide the CRP Information within 4 months of the Effective Date if this is a Critical Service Contract or otherwise within four (4) months of the Relevant Buyer's or Relevant Buyers' request; or
 - (b) the Supplier fails to obtain an Assurance from the Relevant Buyer or Relevant Buyers within four (4) months of the date that it was first required to provide the CRP Information under this Contract.

5. Confidentiality and usage of CRP Information

- 5.1 The Buyer agrees to keep the CRP Information confidential and use it only to understand the implications of an Insolvency Event of the Supplier and/or Supplier Group members on its UK Public Sector Business and/or services in respect of Critical National Infrastructure and to enable contingency planning to maintain service continuity for end users and protect Critical National Infrastructure in such eventuality.
- 5.2 Where the Relevant Buyer is the Cabinet Office Markets and Suppliers Team, at the Supplier's request, the Buyer shall use reasonable endeavours to procure that the Cabinet Office enters into a confidentiality and usage Contract with the Supplier containing terms no less stringent than those placed on the Buyer under Paragraph 5.1 of this Schedule and Clause 19 (*What you must keep Confidential*).
- 5.3 The Supplier shall use reasonable endeavours to obtain consent from any third party which has restricted the disclosure of the CRP Information to enable disclosure of that information to the Relevant Buyer or Relevant Buyers pursuant to Paragraph 3 of this Schedule subject, where necessary, to the Relevant Buyer or Relevant Buyers entering into an appropriate confidentiality Contract in the form required by the third party.
- 5.4 Where the Supplier is unable to procure consent pursuant to Paragraph 5.3, the Supplier shall use all reasonable endeavours to disclose the CRP Information to the fullest extent possible by limiting the amount of information it withholds including by:
- (a) redacting only those parts of the information which are subject to such obligations of confidentiality;
 - (b) providing the information in a form that does not breach its obligations of confidentiality including (where possible) by:
 - (i) summarising the information;
 - (ii) grouping the information;

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- (iii) anonymising the information; and
- (iv) presenting the information in general terms.

5.5 The Supplier shall provide the Relevant Buyer or Relevant Buyers with contact details of any third party which has not provided consent to disclose CRP Information where that third party is also a public sector body and where the Supplier is legally permitted to do so.

ANNEX 1: EXPOSURE: CRITICAL CONTRACTS LIST

- 1 The Supplier shall:
 - 1.1 provide details of all agreements held by members of the Supplier Group where those agreements are for goods, services or works provision and:
 - (a) are with any UK public sector bodies including Crown Bodies and their arms-length bodies and agencies, non-departmental public bodies, NHS bodies, local Buyers, health bodies, police fire and rescue, education bodies and the devolved administrations;
 - (b) are with any private sector entities where the end recipient of the service, goods or works provision is any of the bodies set out in Paragraph 1.1(a) of this Annex 1 and where the member of the Supplier Group is acting as a key sub-contractor under this Contract with the end recipient; or
 - (c) involve or could reasonably be considered to involve Critical National Infrastructure;
 - 1.2 provide the Relevant Buyer with a copy of the latest version of each underlying contract worth more than £5m per contract year and their related key sub-contracts, which shall be included as embedded documents within the CRP Information or via a directly accessible link.

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ANNEX 2: CORPORATE RESOLVABILITY ASSESSMENT (STRUCTURAL REVIEW)

- 1 The Supplier shall:
 - 1.1 provide sufficient information to allow the Relevant Buyer to understand the implications on the Supplier Group's UK Public Sector Business and Critical National Infrastructure agreements listed pursuant to Annex 1 if the Supplier or another member of the Supplier Group is subject to an Insolvency Event.
 - 1.2 ensure that the information is presented so as to provide a simple, effective, and easily understood overview of the Supplier Group; and
 - 1.3 provide full details of the importance of each member of the Supplier Group to the Supplier Group's UK Public Sector Business and Critical National Infrastructure agreements listed pursuant to Annex 1 and the dependencies between each.

ANNEX 3: FINANCIAL INFORMATION AND COMMENTARY

- 1 The Supplier shall:
 - 1.1 provide sufficient financial information for the Supplier Group level, contracting operating entities level, and shared services entities' level to allow the Relevant Buyer to understand the current financial interconnectedness of the Supplier Group and the current performance of the Supplier as a standalone entity; and
 - 1.2 ensure that the information is presented in a simple, effective, and easily understood manner.
 - 1.3 For the avoidance of doubt the financial information to be provided pursuant to Paragraph 1 of this Annex 3 should be based on the most recent audited accounts for the relevant entities (or interim accounts where available) updated for any material changes since the Accounting Reference Date provided that such accounts are available in a reasonable timeframe to allow the Supplier to comply with its obligations under this Schedule. If such accounts are not available in that timeframe, to the extent permitted by Law financial information should be based on unpublished unaudited accounts or management accounts (disclosure of which to the Relevant Buyer remains protected by confidentiality).

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Schedule 38 (Dispute Resolution)

1 DEFINITIONS

In this Schedule, the following definitions shall apply:

“CEDR”	the Centre for Effective Dispute Resolution of International Dispute Resolution Centre, 70 Fleet Street, London, EC4Y 1EU;
“Counter Notice”	has the meaning given in paragraph 7.2;
“Dispute Notice”	a written notice served by one Party on the other stating that the Party serving the notice believes that there is a Dispute;
“Expert”	in relation to a Dispute, a person appointed in accordance with paragraph 6.2 to function as an expert in relation to that Dispute;
“Expert Determination”	determination by an Expert in accordance with paragraph 6;
“Mediation Notice”	has the meaning given in paragraph 4.2;
“Mediator”	the independent third party appointed in accordance with paragraph 5.2 to mediate a Dispute;
“Multi-Party Dispute”	a Dispute which involves the Parties and one or more Related Third Parties;
“Multi-Party Dispute Representatives”	has the meaning given in paragraph 9.6;
“Multi-Party Dispute Resolution Board”	has the meaning given in paragraph 9.6;
“Multi-Party Procedure Initiation Notice”	has the meaning given in paragraph 9.2;

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“Related Third Party”

a party to:

another Contract with the Buyer or the Supplier which is relevant to this Contract; or

a Sub-Contract; and

“Supplier Request”

a notice served by the Supplier requesting that the Dispute be treated as a Multi-Party Dispute, setting out its grounds for that request and specifying each Related Third Party that it believes should be involved in the Multi-Dispute Resolution Procedure in respect of that Dispute.

2 DISPUTE NOTICES

2.1 If a Dispute arises then:

- (a) the Buyer Authorised Representative and the Supplier Authorised Representative shall attempt in good faith to resolve the Dispute; and
- (b) if such attempts are not successful within a reasonable period, not being longer than 20 Working Days, either Party may issue to the other a Dispute Notice.

2.2 A Dispute Notice:

- (a) shall set out:
 - (i) the material particulars of the Dispute;
 - (ii) the reasons why the Party serving the Dispute Notice believes that the Dispute has arisen; and
 - (iii) if the Party serving the Dispute Notice believes that the Dispute should be dealt with under the Expedited Dispute Timetable, the reason why; and
- (b) may specify in accordance with the requirements of paragraphs 9.2 and 9.3 that the Party issuing the Dispute Notice has determined (in the case of the Buyer) or considers (in the case of the Supplier) that the Dispute is a Multi-Party Dispute, in which case paragraph 2.3 shall apply.

2.3 If a Dispute Notice specifies that the Dispute has been determined or is considered to be a Multi-Party Dispute pursuant to Paragraph 2.2(b), then:

- (a) if it is served by the Buyer, it shall be treated as a Multi-Party Procedure Initiation Notice; and
- (b) if it is served by the Supplier, it shall be treated as a Supplier Request, and in each case the provisions of paragraph 9 shall apply.

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- 2.4 Subject to Paragraphs 2.5 and 3.2 and so long as the Buyer has not served a Multi-Party Procedure Initiation Notice in respect of the relevant Dispute, following the issue of a Dispute Notice the Parties shall seek to resolve the Dispute:
- (a) first by commercial negotiation (as prescribed in Paragraph 4);
 - (b) then, if either Party serves a Mediation Notice, by mediation (as prescribed in Paragraph 5); and
 - (c) lastly by recourse to arbitration (as prescribed in paragraph 7) or litigation (in accordance with Clause 40 (Which law applies)).
- 2.5 Specific issues shall be referred to Expert Determination (as prescribed in Paragraph 6) where specified under the provisions of this Contract and may also be referred to Expert Determination where otherwise appropriate as specified in paragraph 6.1.
- 2.6 Unless agreed otherwise in writing, the Parties shall continue to comply with their respective obligations under this Contract regardless of the nature of the Dispute and notwithstanding any issue of a Dispute Notice or a Multi-Party Procedure Initiation Notice or proceedings under paragraph 8 (*Urgent Relief*).

3 EXPEDITED DISPUTE TIMETABLE

- 3.1 In exceptional circumstances where the use of the times in this Schedule would be unreasonable, including (by way of example) where one Party would be materially disadvantaged by a delay in resolving the Dispute, the Parties may agree to use the Expedited Dispute Timetable. If the Parties are unable to reach agreement on whether to use the Expedited Dispute Timetable within 5 Working Days of the issue of a Dispute Notice, the use of the Expedited Dispute Timetable shall be at the sole discretion of the Buyer.
- 3.2 If the Expedited Dispute Timetable is to be used pursuant to the provisions of paragraph 3.1 or is otherwise specified under the provisions of this Contract, then the following periods of time shall apply in lieu of the time periods specified in the applicable paragraphs:
- (a) in paragraph 4.2(c), ten (10) Working Days;
 - (b) in paragraph 5.2, ten (10) Working Days;
 - (c) in paragraph 6.2, five (5) Working Days; and
 - (d) in paragraph 7.2, ten (10) Working Days.

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3.3 If at any point it becomes clear that an applicable deadline cannot be met or has passed, the Parties may (but shall be under no obligation to) agree in writing to extend the deadline. If the Parties fail to agree within 2 Working Days after the deadline has passed, the Buyer may set a revised deadline provided that it is no less than 5 Working Days before the end of the period of time specified in the applicable paragraphs (or 2 Working Days in the case of Paragraph 6.2). Any agreed extension shall have the effect of delaying the start of the subsequent stages by the period agreed in the extension. If the Buyer fails to set such a revised deadline, then the use of the Expedited Dispute Timetable shall cease, and the normal time periods shall apply from that point onwards.

4 COMMERCIAL NEGOTIATION

4.1 Following the service of a Dispute Notice, then, so long as the Buyer has not served a Multi-Party Procedure Initiation Notice in respect of the relevant Dispute, the Buyer and the Supplier shall make reasonable endeavours to resolve the Dispute as soon as possible by commercial negotiation between the Buyer's Contract Manager and the Supplier's Contract Manager.

4.2 If:

- (a) either Party is of the reasonable opinion that the resolution of a Dispute by commercial negotiation, or the continuance of commercial negotiation, will not result in an appropriate solution;
- (b) the Parties have already held discussions of a nature and intent (or otherwise were conducted in the spirit) that would equate to the conduct of commercial negotiation in accordance with this Paragraph 4; or
- (c) the Parties have not settled the Dispute in accordance with Paragraph 4.1 within 30 Working Days of service of the Dispute Notice,

either Party may serve a written notice to proceed to mediation in accordance with paragraph 5 (a "Mediation Notice").

5 MEDIATION

5.1 If a Mediation Notice is served, the Parties shall attempt to resolve the dispute in accordance with the version of CEDR's Model Mediation Procedure which is current at the time the Mediation Notice is served (or such other version as the Parties may agree).

5.2 If the Parties are unable to agree on the joint appointment of an independent person to mediate the Dispute within 20 Working Days from (and including) the service of a Mediation Notice, then either Party may apply to CEDR to nominate such a person.

5.3 If the Parties are unable to reach a settlement in the negotiations at the mediation, and only if both Parties so request and the Mediator agrees, the

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Mediator shall produce for the Parties a non-binding recommendation on terms of settlement. This shall not attempt to anticipate what a court might order but shall set out what the Mediator suggests are appropriate settlement terms in all of the circumstances.

- 5.4 Any settlement reached in the mediation shall not be legally binding until it has been reduced to writing and signed by, or on behalf of, the Parties (in accordance with the Variation Procedure where appropriate). The Mediator shall assist the Parties in recording the outcome of the mediation.

6 EXPERT DETERMINATION

- 6.1 If a Dispute relates to any aspect of the technology underlying the provision of the Services or otherwise relates to a technical matter of an IT, accounting or financing nature and the Dispute has not been resolved by commercial negotiation in accordance with paragraph 4 or, if applicable, mediation in accordance with paragraph 5, then either Party may by written notice to the other request (agreement to which request shall not be unreasonably withheld or delayed) that the Dispute be referred to an expert for determination.
- 6.2 The expert shall be appointed by agreement in writing between the Parties, but in the event of a failure to agree within 10 Working Days of the relevant request made pursuant to paragraph 6.1, or if the person appointed is unable or unwilling to act, the expert shall be appointed:
- (a) if the Dispute relates to any aspect of the technology underlying the provision of the Services or a matter of an IT technical nature, on the instructions of the President of the British Computer Society (or any other association that has replaced the British Computer Society);
 - (b) if the Dispute relates to a matter of a financial technical nature, on the instructions of the President of the Institute of Chartered Accountants of England and Wales; or
 - (c) if the Dispute relates to a matter of a technical nature not falling within paragraphs 6.2(a) or (b), on the instructions of the president (or equivalent) of:
 - (i) an appropriate body agreed between the Parties; or
 - (ii) if the Parties do not reach agreement on the relevant body within 15 Working Days of the relevant request made pursuant to paragraph 6.1, such body as may be specified by the President of the Law Society on application by either Party.
- 6.3 The Expert shall act on the following basis:
- (a) he/she shall function as an expert and not as an arbitrator and shall act fairly and impartially;

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- (b) the Expert's determination shall (in the absence of a material failure to follow the agreed procedures) be final and binding on the Parties;
- (c) the Expert shall decide the procedure to be followed in the determination and shall be requested to make his/her determination within 30 Working Days of his appointment or as soon as reasonably practicable thereafter and the Parties shall assist and provide the documentation that the Expert requires for the purpose of the determination;
- (d) any amount payable by one Party to another as a result of the Expert's determination shall be due and payable within twenty (20) Working Days of the Expert's determination being notified to the Parties;
- (e) the process shall be conducted in private and shall be confidential; and
- (f) the Expert shall determine how and by whom the costs of the determination, including his/her fees and expenses, are to be paid.

7 ARBITRATION

- 7.1 Subject to compliance with its obligations under Paragraph 4.1 and to the provisions of paragraph 6, the Buyer may at any time before court proceedings are commenced refer the Dispute to arbitration in accordance with the provisions of paragraph 7.5.
- 7.2 Before the Supplier commences court proceedings or arbitration, it shall serve written notice on the Buyer of its intentions and the Buyer shall have 15 Working Days following receipt of such notice to serve a reply (a "Counter Notice") on the Supplier requiring the Dispute to be referred to and resolved by arbitration in accordance with Paragraph 7.5 or be subject to the exclusive jurisdiction of the courts of England and Wales. The Supplier shall not commence any court proceedings or arbitration until the expiry of such 15 Working Day period.
- 7.3 If the Buyer serves a Counter Notice, then:
- (a) if the Counter Notice requires the Dispute to be referred to arbitration, the provisions of paragraph 7.5 shall apply; or
 - (b) if the Counter Notice requires the Dispute to be subject to the exclusive jurisdiction of the courts of England and Wales, the Dispute shall be so referred to those courts and the Supplier shall not commence arbitration proceedings.
- 7.4 If the Buyer does not serve a Counter Notice within the fifteen (15) Working Day period referred to in paragraph 7.2, the Supplier may either commence arbitration proceedings in accordance with paragraph 7.5 or commence court proceedings in the Courts of England and Wales which shall (in those circumstances) have exclusive jurisdiction.

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7.5 The Parties hereby confirm that if any arbitration proceedings are commenced pursuant to paragraphs 7.1 to 7.4:

- (a) the Dispute shall be referred to and finally resolved by arbitration under the Rules of the London Court of International Arbitration (“**LCIA**”) (subject to paragraphs 7.5(e), (f) and (g));
- (b) the arbitration shall be administered by the LCIA;
- (c) the LCIA procedural rules in force at the date that the Dispute was referred to arbitration shall be applied and are deemed to be incorporated by reference into this Contract and the decision of the arbitrator shall be binding on the Parties in the absence of any material failure to comply with such rules;
- (d) if the Parties fail to agree the appointment of the arbitrator within ten (10) Working Days from the date on which arbitration proceedings are commenced or if the person appointed is unable or unwilling to act, the arbitrator shall be appointed by the LCIA;
- (e) the chair of the arbitral tribunal shall be British;
- (f) the arbitration proceedings shall take place in London and in the English language; and
- (g) the seat of the arbitration shall be London.

8 URGENT RELIEF

8.1 Either Party may at any time take proceedings or seek remedies before any court or tribunal of competent jurisdiction:

- (a) for interim or interlocutory remedies in relation to this Contract or infringement by the other Party of that Party’s Intellectual Property Rights; and/or
- (b) where compliance with paragraph 2.1 and/or referring the Dispute to mediation may leave insufficient time for that Party to commence proceedings before the expiry of the limitation period.

9 MULTI-PARTY DISPUTES

9.1 All Multi-Party Disputes shall be resolved in accordance with the procedure set out in this paragraph 9 (the “**Multi-Party Dispute Resolution Procedure**”).

9.2 If at any time following the issue of a Dispute Notice, the Buyer reasonably considers that the matters giving rise to the Dispute involve one or more Related Third Parties, then the Buyer shall be entitled to determine that the Dispute is a Multi-Party Dispute and to serve a notice on the Supplier which sets out the Buyer’s determination that the Dispute is a Multi-Party Dispute and specifies the Related Third Parties which are to be involved in the Multi-Party

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Dispute Resolution Procedure, such notice a “**Multi-Party Procedure Initiation Notice**”.

- 9.3 If following the issue of a Dispute Notice but before the Dispute has been referred to Expert Determination or to arbitration in accordance with paragraph 7, the Supplier has reasonable grounds to believe that the matters giving rise to the Dispute have been contributed to by one or more Related Third Parties, the Supplier may serve a Supplier Request on the Buyer.
- 9.4 The Buyer shall (acting reasonably) consider each Supplier Request and shall determine within five (5) Working Days whether the Dispute is:
- (a) a Multi-Party Dispute, in which case the Buyer shall serve a Multi-Party Procedure Initiation Notice on the Supplier; or
 - (b) not a Multi-Party Dispute, in which case the Buyer shall serve written notice of such determination upon the Supplier and the Dispute shall be treated in accordance with paragraphs 3 to 8.
- 9.5 If the Buyer has determined, following a Supplier Request, that a Dispute is not a Multi-Party Dispute, the Supplier may not serve another Supplier Request with reference to the same Dispute.
- 9.6 Following service of a Multi-Party Procedure Initiation Notice a Multi-Party Dispute shall be dealt with by a board (in relation to such Multi-Party Dispute, the “**Multi-Party Dispute Resolution Board**”) comprising representatives from the following parties to the Multi-Party Dispute, each of whom shall be of a suitable level of seniority to finalise any agreement with the other parties to settle the Multi-Party Dispute:
- (a) the Buyer;
 - (b) the Supplier;
 - (c) each Related Third Party involved in the Multi-Party Dispute; and
 - (d) any other representatives of any of the Parties and/or any Related Third Parties whom the Buyer considers necessary,
- (together “**Multi-Party Dispute Representatives**”).
- 9.7 The Parties agree that the Multi-Party Dispute Resolution Board shall seek to resolve the relevant Multi-Party Dispute in accordance with the following principles and procedures:
- (a) the Parties shall procure that their Multi-Party Dispute Representatives attend, and shall use their best endeavours to procure that the Multi-Party Dispute Representatives of each Related Third-Party attend, all meetings of the Multi-Party Dispute Resolution Board in respect of the Multi-Party Dispute;

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- (b) the Multi-Party Dispute Resolution Board shall first meet within ten (10) Working Days of service of the relevant Multi-Party Procedure Initiation Notice at such time and place as the Parties may agree or, if the Parties do not reach agreement on the time and place within 5 Working Days of service of the relevant Multi-Party Procedure Initiation Notice, at the time and place specified by the Buyer, provided such place is at a neutral location within England and that the meeting is to take place between 9.00am and 5.00pm on a Working Day; and
- (c) in seeking to resolve or settle any Multi-Party Dispute, the members of the Multi-Party Dispute Resolution Board shall have regard to the principle that a Multi-Party Dispute should be determined based on the contractual rights and obligations between the Parties and the Related Third Parties and that any apportionment of costs should reflect the separate components of the Multi-Party Dispute.

9.8 If a Multi-Party Dispute is not resolved between the Parties and all Related Third Parties within twenty-five (25) Working Days of the issue of the Multi-Party Procedure Initiation Notice (or such longer period as the Parties may agree in writing), then:

- (a) either Party may serve a Mediation Notice in respect of the Multi-Party Dispute in which case paragraph 5 shall apply;
- (b) either Party may request that the Multi-Party Dispute is referred to an expert in which case paragraph 6 shall apply; and/or
- (c) subject to paragraph 9.9, paragraph 7 shall apply to the Multi-Party Dispute,

and in each case references to the “Supplier” or the “Parties” in such provisions shall include a reference to all Related Third Parties.

9.9 If a Multi-Party Dispute is referred to arbitration in accordance with paragraph 7 or a Dispute becomes a Multi-Party Dispute during the course of arbitration proceedings and either Party is unable to compel a Related Third Party to submit to such arbitration proceedings, the Buyer or the Supplier may discontinue such arbitration proceedings and instead initiate court proceedings. The costs of any such discontinued arbitration proceedings shall be borne by the Party which is in a direct contractual relationship with the Related Third Party or, where the Related Third Party is a Sub-Contractor, by the Supplier.

