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**Dated:** 2021

- (1) TRANSPORT FOR LONDON
- (2) REED SPECIALIST RECRUITMENT LTD

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**FRAMEWORK AGREEMENT FOR THE PROVISION OF TEMPORARY LABOUR AND  
PERMANENT CANDIDATES**

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**BETWEEN**

- (1) **TRANSPORT FOR LONDON**, a statutory corporation established under the Greater London Authority Act 1999 of 5 Endeavour Square, London E20 1JN (the "**Authority**"); and
- (2) **REED SPECIALIST RECRUITMENT LTD**, a company registered in England and Wales (registered number 06903140) whose registered office is at Academy Court, 90 Chancery Lane, London WC2A 1DT, (the "**Service Provider**")

**BACKGROUND**

- (A) The Authority has undertaken a procurement exercise to engage a provider to manage the supply of temporary and permanent workers to the Authority and to the other Service Recipients. As you will see outlined in the expected volumes, this framework currently has a focus on the provision of contingent labour.
- (B) The Service Provider has been appointed by the Authority as the Authority's and the other Service Recipients' master service provider for the supply of Temporary Workers and Permanent Workers to the Authority and the Service Recipients, and therefore the Services Provider and the Authority are entering into this Framework Agreement which will require the individual Service Recipients to enter into Service Recipient Specific Agreements with the Service Provider. The Service Recipient Specific Agreements will enable the Service Recipients from time to time to enter into Call Off Contracts with the Service Provider for some or all of the services referred to or described in **Schedule 5**.
- (C) The Service Provider should be aware that the Authority and the other Service Recipients do not offer any guaranteed spend or minimum volume of the Services that may be delivered under this Framework Agreement or any Service Recipient Specific Agreement.

**OPERATIVE PROVISIONS**

**1. INTERPRETATION AND DEFINITIONS**

- 1.1 The capitalised words and expressions in this Framework Agreement have the meanings set out in **Schedule 2**.
- 1.2 unless the context otherwise requires:
  - 1.2.1 a reference to the singular includes the plural and vice versa, and a reference to any gender includes all genders;
  - 1.2.2 in relation to this Framework Agreement, references to a "**Party**" or to the "**Parties**" are references to the Authority and the Service Provider and will include a reference to a party's successors (as the case may be) and (to the extent applicable) permitted assigns;
  - 1.2.3 and references to a "third party" will mean any person other than the Authority, the other Service Recipients or the Service Provider, in reference to rights, benefits, liabilities or obligations arising at framework level under this Framework Agreement;
- 1.3 a reference to any statute, enactment, order, regulation or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as amended or re-enacted by any subsequent statute, enactment, order, regulation or instrument and shall include all statutory instruments or orders made pursuant to it, whether replaced before or after the date of this Framework Agreement;
- 1.4 a reference to any document other than as specified in **clause 1.3** and save as expressed otherwise shall be construed as a reference to the document as at the date of execution of this Framework Agreement;

- 1.5 headings are included in this Framework Agreement for ease of reference only and do not affect the interpretation or construction of this Framework Agreement;
- 1.6 references to Clauses and Schedules and Appendices are, unless otherwise provided, references to Clauses of, and Schedules and Appendices to, this Framework Agreement and any reference to a paragraph in any Schedule or an Appendix shall, in the absence of provision to the contrary, relate to the paragraph in that Schedule or Appendix;
- 1.7 to the extent only of any conflict or inconsistency between the provisions and requirements of the clauses, Schedules and Appendices of this Framework Agreement, the order of precedence will be as follows:
- 1.7.1 the provisions of any clause of this Framework Agreement; and
  - 1.7.2 the provisions of any Schedule and Appendix to this Framework Agreement.
- 1.8 the Schedules and Appendices form part of this Framework Agreement and will have the same force and effect as if expressly set out in the body of this Framework Agreement;
- 1.9 the expression "person" means any individual, firm, body corporate, unincorporated association, partnership, government, state or agency of a state or joint venture;
- 1.10 the words "including", "includes" and "included" will be construed without limitation unless inconsistent with the context; and
- 1.11 wherever under this Framework Agreement, the consent of the Authority is required before the Service Provider is permitted to do a particular act or thing, unless otherwise expressly provided, the Authority is entitled to give or withhold consent or make consent subject to conditions at its sole discretion.

## **2. COMMENCEMENT AND DURATION**

- 2.1 The Framework Agreement commences on the Commencement Date and continues in force for the Term until the earlier of:
- 2.1.1 the final date of the Term;
  - 2.1.2 the final Service Recipient Agreement is terminated in accordance with its terms,
- at which point this Framework Agreement will automatically terminate .

## **3. SCOPE OF FRAMEWORK AGREEMENT AND TERMS OF SUPPLY**

- 3.1 This Framework Agreement creates a framework to provide a mechanism whereby the Service Provider and the Service Recipients are required to enter into Service Recipient Specific Agreements on or before the Commencement Date under which the Service Provider and the relevant Service Recipient may enter into Call Off Contracts from time to time.
- 3.2 On or before the Commencement Date, the Service Provider will enter into a Service Recipient Specific Agreement with each Service Recipient (including the Authority) incorporating the Service Recipient Specific Agreement Terms.
- 3.3 This Framework Agreement (and the relevant Service Recipient Specific Agreement between the Authority and the Service Provider) constitutes the entire agreement between the Authority and the Service Provider and supersedes any prior agreement or arrangement in respect of its subject matter.

4. **BASIS OF APPOINTMENT**

- 4.1 In consideration of the payment by the Authority to the Service Provider of £5.00 (the receipt and sufficiency of which is acknowledged by the Service Provider) and the mutual promises and covenants set out in this Framework Agreement, the Authority appoints the Service Provider from the Commencement Date to supply the Services to the Authority and the other Service Recipients as may be requested by the Authority and the other Service Recipients from time to time and the Service Provider agrees to provide the Services to the Authority and the other Service Recipients from the Commencement Date in accordance with the terms and conditions of each Service Recipient Specific Agreement.
- 4.2 The Service Provider acknowledges that this Framework Agreement and any Service Recipient Specific Agreement does not constitute an exclusive arrangement between the Service Provider, the Authority or the other Service Recipients for the supply of recruitment services and each Service Recipient will each be entitled to supply any of its requirements itself and/or source recruitment services from third parties in their absolute discretion.
- 4.3 The Service Provider must not commence any Services without an agreed Service Recipient Specific Agreement and Call Off Contract.

5. **CONFLICT OF INTEREST**

- 5.1 The Service Provider warrants that it does not and will not have at the Commencement Date any interest in any matter where there is or is reasonably likely to be a conflict of interest with the Services or any Service Recipient, save to the extent fully disclosed to and approved by the Authority.

6. **IMPLEMENTATION PLAN AND PERIOD**

- 6.1 The Service Provider shall implement the Implementation Plan no later than the Commencement Date and shall complete the tasks and obligations set out there in during the Implementation Period and in accordance with the terms of and timescales set out in the Implementation Plan.
- 6.2 The Service Provider shall ensure that the Implementation Plan is implemented in such a manner so as to ensure the orderly and seamless handover of the Services to the Service Provider.
- 6.3 The Service Provider shall apply the same level of skill, care and diligence in the performance of its tasks and obligations under the Implementation Plan as it is required to apply in the provision of the Services.
- 6.4 The Service Provider may make changes to the Implementation Plan subject to the Authority granting its prior written consent to such changes.

7. **RESPONSIBILITY FOR SERVICE RECIPIENTS**

- 7.1 The Service Provider acknowledges that the Authority takes no responsibility for the other Service Recipients and each Service Recipient is responsible solely for their own acts and omissions and compliance with the terms of their individual Service Recipient Specific Agreement and each Call Off Contract.
- 7.2 Each of the Service Recipients will be severally liable for all obligations, warranties, representations, and indemnities that are entered into, given or made under their individual Service Recipient Specific Agreement and each Call Off Contract by any of them.
- 7.3 If two or more Service Recipients are liable in respect of the same loss or damage, liability for the total sum recoverable will be attributed to each of them in equal shares and each of them will be liable only for its own share. Accordingly, the Service Provider will only be entitled to recover from each of the Service Recipients a sum equal to that party's share.

## 8. LEAD AND SECONDARY SUPPLIERS

- 8.1 The Service Provider shall be entitled to resource suitable Temporary Workers or Permanent Workers either from its own resources or through those made available for use by approved Lead and Secondary Suppliers.
- 8.2 The Service Provider may enter into one or more contracts, as appropriate, with the Lead and Secondary Suppliers, for the supply of Temporary Workers or Permanent Workers. Subject to **clause 12.4**, the Service Provider shall be responsible for all Temporary Workers supplied to the Service Provider by a Lead and Secondary Supplier and shall ensure that the Lead and Secondary Supplier and each Temporary Worker complies with the terms of each Call Off Contract entered into under a Service Recipient Specific Agreement.
- 8.3 The Service Provider shall not assign or sub-contract all or any part of the Services (to a Lead and Secondary Supplier or other sub-contractor) without the prior written consent of the Authority Head Agreement Manager identifying the relevant sub-contractor which may be refused or granted subject to such conditions as the Authority Head Agreement Manager sees fit. A Service Recipient (other than the Authority) may request directly to the Service Provider that Service Provider engages a specific sub-contractor, however the Service Provider must not engage such sub-contractor without first seeking and receiving the consent of the Authority Head Agreement Manager.
- 8.4 Where the Service Provider sub-contracts all or any part of the Services to a Lead Supplier or Secondary Supplier, the Service Provider shall:
- 8.4.1 ensure that such person is obliged to:
    - 8.4.1.1 comply with all of the obligations and duties of the Service Provider under each Call Off Contract insofar as they relate to the Services or part of them (as the case may be) which that sub-contractor is required to provide; and
    - 8.4.1.2 assign all Intellectual Property Rights arising out of or in connection with the Services or a Call Off Contract to the relevant Service Recipient (or its nominee, including another Service Recipient);
  - 8.4.2 ensure that such person, in performing its obligations under its contract with the Service Provider, complies with the policies and requirements applicable to the provision of the Services under each Call Off Contract;
  - 8.4.3 ensure that such person complies with a service level agreement that is comparable to and contains minimum performance standards that are in line with and no less than the Key Performance Indicators;
  - 8.4.4 ensure that such person has procedures in place to ensure that all Temporary Workers comply with the requirements of the relevant Service Recipient and are eligible to undertake an Assignment;
  - 8.4.5 objectively monitor the performance of such persons;
  - 8.4.6 ensure that it has the ability to, and does, audit such persons from time to time (or as requested by the Authority Head Agreement Manager) and notifies the Authority Head Agreement Manager of the results of such audits;
  - 8.4.7 be responsible for payments to that person; and
  - 8.4.8 inform the Authority Head Agreement Manager of the name of each Lead and Secondary Supplier and shall provide, and shall procure that, each Lead and Secondary Supplier provides, promptly and at their own expense such information or documentation that the Authority Head Agreement Manager

may reasonably request in respect of a Lead and Secondary Supplier from time to time.

- 8.5 If a Lead and Secondary Supplier or any other sub-contractor fails to comply with the Specification and/or any other term of a Call Off Contract, the Service Provider shall not source Temporary Workers or Permanent Workers from such Secondary Supplier or sub-contractor for the purpose of any Service Recipient Specific Agreement and/or Call Off Contract entered into by a Service Recipient if so directed by that Service Recipient.
- 8.6 The Authority Head Agreement Manager may withdraw approval of a Lead and Secondary Supplier at any time in writing to the Service Provider. Where the Authority Head Agreement Manager withdraws approval of a Lead and Secondary Supplier the Service Provider shall cease using such Lead and Secondary Supplier for the supply of Temporary Workers immediately (unless the Authority Head Agreement Manager agrees otherwise) and promptly take steps to arrange for the Temporary Workers supplied by that Lead and Secondary Supplier to be engaged in a different manner or to replace such Temporary Workers with new Temporary Workers.
- 8.7 The Service Provider shall remain solely responsible and liable to each Service Recipient for any breach of a Call Off Contract or any performance, non-performance, part-performance or delay in performance of any of the Services by any sub-contractor (including a Lead and Secondary Supplier) to the same extent as if such breach, performance, non-performance, part-performance or delay in performance had been carried out by the Service Provider.

9. **CONTRACT MANAGEMENT**

- 9.1 Within 10 Business Days from the date of this Framework Agreement the Authority will nominate a Authority Head Agreement Manager and the Service Provider will nominate a Service Provider Head Agreement Manager and will give written notice to the other party of the identity of and contact details for that individual. If either the Authority replaces the Authority Head Agreement Manager or the Service Provider replaces the Service Provider Head Agreement Manager at any time, whether on a temporary or permanent basis, that party will promptly give written notice to the other of the identity of and contact details for the replacement.
- 9.2 The Authority Head Agreement Manager appointed by the Authority will act on behalf of all Service Recipients. The Authority Head Agreement Manager and the Service Provider Head Agreement Manager will be responsible for:
- 9.2.1 liaising with their counterparts (including Service Recipient Contract Managers) on the matters set out in the Specification;
  - 9.2.2 organising and conducting regular meetings throughout the duration of this Framework Agreement (other than where the Parties agree that such a periodic meeting is not necessary); and
  - 9.2.3 providing and/or allowing access to all information and documentation to which the Service Provider or the Authority (as the case may be) and/or their agents, contractors or professional advisors reasonably require or are otherwise entitled to pursuant to this Framework Agreement (subject to the provisions in respect of confidentiality set out in **clause 11** and each Service Recipient Specific Agreement).
- 9.3 Each Party shall inform the other of any change in the identity of its representative set out in **clause 9.1** during the course of this Framework Agreement, provided that:
- 9.3.1 any change in the Service Provider Head Agreement Manager shall be approved by the Authority; and
  - 9.3.2 there will be a representative nominated by each party at all times during this Framework Agreement.



- 9.4 The Authority and the Service Provider will each ensure that:
- 9.4.1 its Agreement Manager is available for consultation by the other party at all reasonable times; and
  - 9.4.2 its Agreement Manager and any other relevant personnel attend the meetings referred to in **clause 9.2** and other meetings as reasonably requested by the other party.
- 9.5 Without prejudice to **clause 9.4**, the Service Provider will promptly comply with reasonable requests of the Authority for access to Key Resource and Service Provider Personnel.
- 9.6 Without prejudice to **clauses 9.4** and **9.5**, the Agreement Managers will meet, either in person or by Skype or video conference, not less than once a period, that is usually every four weeks, to review and discuss performance of all Call Off Contracts, including:
- 9.6.1 approval of the minutes of the previous meeting;
  - 9.6.2 performance against any Key Performance Indicators; and
  - 9.6.3 any other issues that either Agreement Manager wishes to discuss.
- 9.7 Minutes of each meetings held in accordance with this **clause 9** will be taken by the Service Provider Head Agreement Manager and sent to the Authority Head Agreement Manager within 5 Business Days following the meeting.
- 9.8 The Service Provider shall, at the Authority's request, provide promptly to the Authority at no additional cost such reports on the provision of the Services as the Authority may reasonably request.
10. **CHANGE OF OWNERSHIP**
- 10.1 The Service Provider shall:
- 10.1.1 not without the prior written consent of the Authority undergo any change in the ownership or control of the Service Provider where such change relates to 50% or more of the issued share capital or voting rights of the Service Provider; and
  - 10.1.2 give notice to the Authority in the event that there is any change in the ownership or control of its Holding Company where such change relates to 50% or more of the issued share capital or voting rights of its Holding Company, such notice to be given within 10 Business Days of the date on which such change takes effect.
11. **CONFIDENTIALITY AND ANNOUNCEMENTS**
- 11.1 Subject to **clause 11.2**, the Service Provider will keep confidential the terms of this Framework Agreement.
- 11.2 The obligations set out in **clause 11.1** will not apply:
- 11.2.1 when the terms of this Framework Agreement is disclosed with the prior written consent of the Authority; or
  - 11.2.2 the Service Provider is required to disclose by order of a court of competent jurisdiction but then only to the extent of such required disclosure.
- 11.3 The provisions of this **clause 11** will survive any termination of this Framework Agreement for a period of 5 years from termination.

- 11.4 The Service Provider shall not without the prior written consent of the Authority Head Agreement Manager advertise or announce that it is carrying out work for the Authority and the other Service Recipients.
12. **LIABILITY**
- 12.1 Subject to **clauses 12.5** and **12.6**, the Service Provider's maximum aggregate Liability which arises from Events which occur in any one Year under this Framework Agreement and each Service Recipient Specific Agreement (and including for the avoidance of doubt, liability arising under the indemnities at **clause 21** of the Service Recipient Specific Agreement), will in aggregate be limited to: £5,000,000 (pounds sterling five million).
- 12.2 The Service Provider will not have Liability to the Service Recipient for Losses incurred by a Service Recipient which are recovered by that Service Recipient under the Insurances set out in **clause 13** (Insurance) below.
- 12.3 The Service Provider will not have Liability to a Service Recipient for any indirect or consequential loss under this Framework Agreement or under any Service Recipient Specific Agreement.
- 12.4 The Service Provider will have no Liability to a Service Recipient under this Framework Agreement or under any Service Recipient Specific Agreement for the acts and omissions of Temporary Workers.
- 12.5 Subject to **clauses 12.2, 12.3** and **12.4** and without prejudice to **clause 12.6**, nothing in this Framework Agreement or any Service Recipient Specific Agreement will operate to exclude or restrict the Service Provider's Liability:
- 12.5.1 for any breach of **clause 25** (Intellectual Property) of a Service Recipient Specific Agreement;
  - 12.5.2 any breach of **clause 28** (Intermediaries Legislation Obligations) of a Service Recipient Specific Agreement;
  - 12.5.3 for fines paid or amounts paid in settlement by a Service Recipient to a regulatory authority or costs relating to an investigation, action or proceeding by a regulatory authority, arising out of, or in connection with, the Service Provider's failure to comply with Data Protection Laws;
  - 12.5.4 for any breach of **clause 58** (Remuneration of Temporary Workers) of **Part 2** (Call Off Terms) of a Service Recipient Specific Agreement; and/or
  - 12.5.5 to pay Employment Taxes in accordance with Applicable Laws.
- 12.6 Nothing in this Framework Agreement or any Service Recipient Specific Agreement will operate to exclude or restrict any Liability of a Service Recipient or the Service Provider:
- 12.6.1 that cannot be excluded or restricted in this Framework Agreement or in any Call Off Contract in respect of death or personal injury resulting from negligence by operation of Section 2(1) Unfair Contract Terms Act 1977);
  - 12.6.2 for its fraud or fraudulent misrepresentation or fraud or fraudulent misrepresentation by a person for whom it is vicariously liable;
  - 12.6.3 for any matter for which it is not permitted by law to exclude or limit, or to attempt to exclude or limit, its liability.
- 12.7 Any Liability of a Service Recipient or the Service Provider which falls within **clauses 12.5** and **12.6** will not be taken into account in assessing whether the financial limit in **clause 12.1** have been reached.

13. **INSURANCE**

- 13.1 The Service Provider will at its sole cost maintain employer's liability insurance cover as required by law and such other insurance cover as described in, and in the amounts set out in **paragraph 11 of Schedule 3** (the "**Insurances**").
- 13.2 Temporary Workers engaged under a Call Off Contract will be insured under the Service Recipient's own Employers Liability and Public Liability insurance policies whilst under its direction, supervision and control, except where the individual Temporary Worker is self-employed and/or has their own company and holds his or her own Public Liability insurance.
- 13.3 The insurance cover will be maintained with a reputable insurer and on terms approved by the Authority.
- 13.4 The Service Provider will produce evidence to the Authority on reasonable request of the insurance policies set out in **clause 13.1** and payment of all premiums due on each policy.
- 13.5 The Service Provider warrants that nothing has or will be done or be omitted to be done which may result in any of the insurance policies set out in **clause 13.1** being or becoming void, voidable or unenforceable.

14. **ENFORCEMENT RIGHTS OF OTHER SERVICE RECIPIENTS**

- 14.1 Each of the Service Recipients (other than the Authority as party to this Framework Agreement) will be entitled to enforce **clauses 3.2, 4.2, 4.3, 5, 6, 7, 8, 11, 12, 13, 14 and 16** of this Framework Agreement.

15. **VARIATION**

- 15.1 No variation or amendment to this Framework Agreement will be effective unless it is in writing and signed by a duly authorised representative on behalf of the Service Provider and the Authority.

16. **GOVERNING LAW**

The Framework Agreement shall be governed by and construed in accordance with the law of England and Wales. The courts of England will have exclusive jurisdiction to settle any dispute which may arise out of or in connection with this Framework Agreement provided that the Authority has the right in its absolute discretion to enforce a judgment and/or to take proceedings in any other jurisdiction in which the Service Provider is incorporated or in which any assets of the Service Provider may be situated. The Parties agree irrevocably to submit to that jurisdiction.

**SIGNED BY** or on behalf of the parties on the date stated at the beginning of this Framework Agreement.

Signed by )  
for and on behalf of )  
**TRANSPORT FOR LONDON** )  
S )  
[Redacted]  
[Redacted]

Signed by )  
for and on behalf of )  
**REED SPECIALIST RECRUITMENT LTD** )  
[Redacted]  
[Redacted]

# SCHEDULE 1

## Form of Service Recipient Specific Agreement

**THIS AGREEMENT** is made on

date here 2021

### BETWEEN

- (1) [INSERT NAME OF SERVICE RECIPIENT], [INSERT WORDING REGARDING ENTITY TYPE AND REGISTERED OFFICE/PLACE OF BUSINESS] (the "**Service Recipient**"); and
- (2) **REED SPECIALIST RECRUITMENT LTD**, a company registered in England and Wales (registered number 06903140) whose registered office is at Academy Court, 90 Chancery Lane, London WC2A 1DT, (the "**Service Provider**")

### BACKGROUND

- (A) Transport for London has undertaken a procurement exercise to engage a provider to manage the supply of temporary and permanent workers to Transport for London and other Service Recipients including [INSERT NAME OF SERVICE RECIPIENT].
- (B) The Service Provider has been appointed by Transport for London as Transport for London's and the other Service Recipients' master service provider for the supply of Temporary Workers and Permanent Workers to Transport for London and the Service Recipients, and therefore the Service Provider and Transport for London have entered into a Framework Agreement which requires the Service Provider to enter into a Service Recipient Specific Agreement with each Service Recipient. The Service Provider and [INSERT NAME OF SERVICE RECIPIENT] are therefore entering into this Service Recipient Specific Agreement.
- (C) The Service Recipient Specific Agreements will enable the Service Recipients from time to time to enter into Call Off Contracts with the Service Provider for some or all of the services referred to or described in **Schedule 5**.
- (D) The Service Provider should be aware that [INSERT NAME OF SERVICE RECIPIENT] does not offer any guaranteed spend or minimum volume of the Services that may be delivered under this Service Recipient Specific Agreement.

### OPERATIVE PROVISIONS

#### 1. INTERPRETATION AND DEFINITIONS

- 1.1 The capitalised words and expressions in this Service Recipient Specific Agreement have the meanings set out in **Schedule 2**.
- 1.2 unless the context otherwise requires:
  - 1.2.1 a reference to the singular includes the plural and vice versa, and a reference to any gender includes all genders;
  - 1.2.2 in relation to this Service Recipient Specific Agreement and each Call Off Contract entered into under this Service Recipient Specific Agreement, references to a "**Party**" or to the "**Parties**" are references to the relevant Service Recipient and the Service Provider and will include a reference to a party's successors (as the case may be) and (to the extent applicable) permitted assigns;
  - 1.2.3 and references to a "third party" will mean any person other than the Authority, the Service Provider or the relevant Service Recipient which is a party to this Service Recipient Specific Agreement and any Call Off Contract entered into under this Service Recipient Specific Agreement, in reference to

rights, benefits, liabilities or obligations arising under this Service Recipient Specific Agreement and any Call Off Contract entered into under this Service Recipient Specific Agreement;

- 1.3 a reference to any statute, enactment, order, regulation or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as amended or re-enacted by any subsequent statute, enactment, order, regulation or instrument and shall include all statutory instruments or orders made pursuant to it, whether replaced before or after the date of this Service Recipient Specific Agreement;
- 1.4 a reference to any document other than as specified in **clause 1.3** and save as expressed otherwise shall be construed as a reference to the document as at the date of execution of this Service Recipient Specific Agreement;
- 1.5 headings are included in this Service Recipient Specific Agreements for ease of reference only and do not affect the interpretation or construction of this Service Recipient Specific Agreement;
- 1.6 references to Clauses and Schedules and Appendices are, unless otherwise provided, references to Clauses of, and Schedules and Appendices to this Service Recipient Specific Agreement and any reference to a paragraph in any Schedule or an Appendix shall, in the absence of provision to the contrary, relate to the paragraph in that Schedule or Appendix;
- 1.7 the terms and conditions contained in **Clauses 4.3, 8.5, 8.7, 10, 12, Schedule 1, Schedule 2, Schedules 5 to 19 and appendices 1 to 16** of the Framework Agreement are incorporated into each Service Recipient Specific Agreement (the "**Service Recipient Specific Agreement Terms**"). The Schedules and Appendices referenced in this **clause 1.7** form part of this Service Recipient Specific Agreement and will have the same force and effect as if expressly set out in the body of this Service Recipient Specific Agreement.
- 1.8 the terms and conditions contained in this **clause 1** and **Part 2** of this **Schedule 1** and **Schedules 2, 5, 6, 7** of the Framework Agreement are incorporated into each Call Off Contract (the "**Call Off Terms**");
- 1.9 to the extent only of any conflict or inconsistency between the provisions and requirements of the clauses, Schedules and Appendices of a Requisition and the rest of the Call Off Terms, the order of precedence will be as follows:
  - 1.9.1 the terms of the Requisition; and
  - 1.9.2 the other Call Off Terms (except the Requisition);
- 1.10 to the extent only of any conflict or inconsistency between the provisions and requirements of the clauses, Schedules and Appendices of this Service Recipient Specific Agreement, the order of precedence will be as follows:
  - 1.10.1 the provisions of any clause of this Service Recipient Specific Agreement; and
  - 1.10.2 the provisions of any Schedule and Appendix to this Service Recipient Specific Agreement (as relevant).
- 1.11 the expression "person" means any individual, firm, body corporate, unincorporated association, partnership, government, state or agency of a state or joint venture;
- 1.12 the words "including", "includes" and "included" will be construed without limitation unless inconsistent with the context; and
- 1.13 wherever under this Service Recipient Specific Agreement or any Call Off Contract the consent of the Service Recipient is required before the Service Provider is permitted to do a particular act or thing, unless otherwise expressly provided, the relevant Service Recipient

is entitled to give or withhold consent or make consent subject to conditions at its sole discretion.

## 2. **SCOPE OF SERVICE RECIPIENT SPECIFIC AGREEMENT**

2.1 This Service Recipient Specific Agreement is entered into pursuant to a framework agreement between Reed Specialist Recruitment Limited and Transport for London dated [INSERT] and with reference number [INSERT] (the "**Framework Agreement**").

2.2 This Service Recipient Specific Agreement creates a framework to:

2.2.1 provide a mechanism whereby the Service Provider and the Service Recipient may enter into Call Off Contracts from time to time; and

2.2.2 sets out:

2.2.2.1 the obligations of the Service Recipient and the Service Provider under each Call Off Contract;

2.2.2.2 the obligations of the Service Provider under each Service Recipient Specific Agreement and Call Off Contract; and

2.2.2.3 the obligations of the relevant Service Recipient under its Service Recipient Specific Agreement and each Call Off Contract entered into under that Service Recipient Specific Agreement.

2.3 Each Call Off Contract will be governed by and will incorporate the terms of the Requisition and the other Call Off Terms (as may be amended from time to time in accordance with the terms of this Service Recipient Specific Agreement).

2.4 **Clause 3** sets out the procedure under which the Service Recipient may order Services under separate contracts.

2.5 In entering into this Service Recipient Specific Agreement, the Service Recipient has relied upon the Service Provider's representation that it is an independent company, business or partnership carrying on a business on its own account and that it has the skills, resources, experience and qualifications to enable it to perform the Services to the standards specified and required by the Service Recipient.

2.6 The Services that may be requested by the Service Recipient and provided by the Service Provider are of a type described in the Specification. The Service Recipients' requirements may vary and nothing in this Service Recipient Specific Agreement shall require the Service Recipient to order or commit to ordering any particular volume or type of Temporary Workers or Permanent Workers or to use any particular Temporary Worker or Permanent Worker Introduced to the Service Recipient.

## 3. **CALL OFF PROCESS**

3.1 The Service Provider agrees that at any time during the Term and from time to time any Service Recipient may submit an order through the issuing of a Requisition through the Solution to the Service Provider, and as outlined in the "Recruitment Process Steps" set out in the Specification for the supply by the Service Provider of any services referred to or described in **Schedule 5**. The charges for these Services will be the applicable Charges.

3.2 The Service Provider will promptly and in any event within the required period set out in the Specification acknowledge receipt of the Requisition and each Call Off Contract for Services referred to or described in **Schedule 5** will be:

3.2.1 entered into when a Requisition submitted as outlined in the "Recruitment Process Steps" set out in the Specification under **clause 3.1** is received by the Service Provider; and

- 3.2.2 will be a separate contract between the Service Recipient who submitted the relevant order under a Service Recipient Specific Agreement and the Service Provider.
- 3.3 A Call Off Contract will not enter into force, be legally binding or have any other effect if at the date on which that Call Off Contract would otherwise have entered into force, notice of termination of this Service Recipient Specific Agreement in accordance with the terms of this Service Recipient Specific Agreement has been given by either the Service Provider or the Service Recipient.
- 3.4 All Charges in respect of a Call Off Contract shall be as set out in **Schedule 7**
4. **TERMS OF FRAMEWORK BETWEEN SERVICE PROVIDER AND SERVICE RECIPIENT**
- 4.1 The Service Provider acknowledges for itself and for all Service Provider Personnel and each Temporary Worker that:
- 4.1.1 there is no obligation on any Service Recipient to purchase any services from the Service Provider;
- 4.1.2 this Service Recipient Specific Agreement and/or any Call Off Contract does not constitute an exclusive arrangement between the Service Recipient and the Service Provider or between the Service Provider and the Service Recipient for the purchase of services and the Service Recipient will be entitled to supply any of its requirements itself and/or obtain services from third parties in its absolute discretion;
- 4.1.3 the Service Recipient cannot predict the volume or value of its requirements for and the Service Recipient is not required to purchase minimum volumes of services from the Service Provider; and
- 4.1.4 the Service Recipient does not make any representation as to any minimum volume or value of business that the supplier may receive under this Service Recipient Specific Agreement.
- 4.2 Any amendment to this Service Recipient Specific Agreement agreed by the Service Recipients and the Service Provider in accordance with **clause 27** will apply to all future Call Off Contracts entered into under this Service Recipient Specific Agreement after the date on which the change or amendment is agreed but will not apply to any Call Off Contract already in existence at the date on which the change or other amendment is agreed.
5. **THE SERVICES**
- 5.1 The Service Provider:
- 5.1.1 acknowledges that it has sufficient information about the Service Recipient, the Specification and the Key Performance Indicators and that it has made all appropriate and necessary enquiries to enable it to perform the Services in accordance with each Call Off Contract;
- 5.1.2 shall neither be entitled to any additional payment nor excused from any obligation or liability under a Call Off Contract due to any misinterpretation or misunderstanding by the Service Provider of any fact relating to the Specification, Key Performance Indicators or otherwise to a Call Off Contract; and
- 5.1.3 shall comply with all lawful and/or reasonable directions of the Service Recipient relating to the performance of the Services.
- 5.2 Notwithstanding anything to the contrary in a Call Off Contract, the Service Provider acknowledges that the Service Recipient's discretion in carrying out its statutory duties shall



not be fettered or otherwise constrained or affected by any provision of this Service Recipient Specific Agreement and/or a Call Off Contract.

5.3 The Service Provider shall provide the Services:

- 5.3.1 with all such due skill, care and diligence normally exercised by recognised professional firms experienced in providing services of a similar scope, type and complexity to the Services and with sufficient resources;
- 5.3.2 in conformance in all respects with the Specification and so that they fulfil the purpose indicated by or to be reasonably inferred from the Specification;
- 5.3.3 in accordance with the Key Performance Indicators; and
- 5.3.4 in a safe manner and free from any unreasonable or avoidable risk to any person's health and well-being and in an economic and efficient manner.

5.4 Unless otherwise agreed by the Service Recipient in writing, the Service Provider shall be responsible for all office accommodation, administration, transport and support services as are necessary in the proper performance of the Services and all costs and expenses relating thereto.

5.5 Unless otherwise expressly stated in a Call Off Contract no claim by the Service Provider will be allowed for any addition to the Charges on the grounds of any matter relating to any document forming part of a Call Off Contract or any ambiguity or discrepancy therein on which an experienced supplier could have satisfied himself by reference to the Service Recipient or any other appropriate means.

5.6 Without prejudice to any other remedies available, if the Service Provider fails to provide the Services in accordance with a Call Off Contract and the Key Performance Indicators are not met then the Service Recipients shall be entitled to Service Credits calculated in accordance with **Schedule 6**.

6. **SERVICE PROVIDER REPRESENTATIONS AND WARRANTIES**

6.1 Without prejudice to any other warranties or obligations expressed elsewhere in each Call Off Contract or implied by law, the Service Provider warrants, represents and undertakes to the Service Recipient that:

- 6.1.1 it is resident in the United Kingdom or has a place of business in the United Kingdom and that it has full capacity and authority and all necessary licences, permits, permissions, powers and consents (including, where its procedures so require, the consent of its holding company as defined in section 1159 of the Companies Act 2006) to enter into and to perform this Service Recipient Specific Agreement and all Call Off Contracts and it is not subject to any contractual obligation compliance with which will be likely to have an adverse effect on its ability to perform its obligations under this Service Recipient Specific Agreement or any Call Off Contract;
- 6.1.2 it has the necessary expertise to provide the Services and shall perform them in keeping with the highest professional business standards by using appropriately qualified, experienced and trained personnel;
- 6.1.3 this Service Recipient Specific Agreement and each Call Off Contract will be executed by a duly authorised representative of the Service Provider;
- 6.1.4 is entering into this Service Recipient Specific Agreement and each Call Off Contract as principal and not as agent for any person and that it will act as an independent contractor in carrying out its obligations under each Call Off Contract;

- 6.1.5 it shall at all times employ or engage through the Secondary Suppliers (or other authorised sub-contractors) sufficient numbers of trained, skilled and competent Temporary Workers and potential Permanent Workers to ensure that it can fulfil Requisitions placed by the Service Recipient and that it has sufficient resources of such Temporary Workers to cover absences, including holidays or illness;
- 6.1.6 it will only use Secondary Suppliers for the supply of Temporary Workers who have been approved in advance by the Authority Head Agreement Manager and will procure that any Secondary Supplier that it uses for the supply of Temporary Workers will themselves only use sub-contractors who have been approved in advance by the Authority Head Agreement Manager;
- 6.1.7 it is aware of the purposes for which the Services are required and acknowledges that the Service Recipient is reliant upon the Service Provider's expertise and knowledge in the provision of the Services;
- 6.1.8 has made its own investigations and research in relation to and has fully satisfied itself of the nature of the Services so as to assess the full scope and volume of the work involved in performing the Services to the standard of performance specified in the Key Performance Indicators and each Call Off Contract;
- 6.1.9 it is of sound financial standing and the Service Provider is not aware of any circumstances prior to the Commencement Date which may adversely affect such financial standing in the future;
- 6.1.10 all information, statements, warranties and representations contained in its tender or given to the Service Recipient are true, accurate and not misleading unless otherwise specifically disclosed to the Service Recipient prior to the date of this Service Recipient Specific Agreement;
- 6.1.11 it will comply and procure that all Secondary Suppliers comply with all relevant statutory requirements and regulations which apply in respect of the introduction and supply of Temporary Workers and Permanent Works and any other services which the Service Provider provides to the Service Recipient under this Service Recipient Specific Agreement and each Call Off Contract and the tax treatment of Temporary Workers. In particular, the Service Provider shall comply and procure that all Secondary Suppliers comply with the Immigration Asylum and Nationality Act 2006 as amended from time to time and other relevant UK legislation as well as any regulations regarding the reporting of labour movements, concealed employment and the employment of foreign workers;
- 6.1.12 the Temporary Workers and Permanent Workers have full capacity to perform their Assignments and Engagements as the case may be and have and will maintain all necessary authorisations, licences and permits to work in the United Kingdom and to perform their Assignments and Engagements;
- 6.1.13 all information provided to the Service Recipient in respect of each Temporary Worker shall be true, complete and accurate in all material respects;
- 6.1.14 it will comply (and will procure that the Temporary Workers comply), fully with the provisions of **Schedule 17** insofar as such provisions are relevant to the Service Provider's performance of its obligations under this Service Recipient Specific Agreement and each Call Off Contract; and
- 6.1.15 when providing Services to the Authority, the Functional Bodies and other members of the TfL Group under a Service Recipient Specific Agreement with one of those Service Recipients only, it will comply with the Transport for London Consolidated Compliance Requirements.

- 6.2 Each time a Call Off Contract is entered into, the representations and warranties in **clause 6.1** are deemed to be repeated in the Call Off Contract by the Service Provider to the Service Recipient with reference to the circumstances existing at the time of the deemed repetition.
- 6.3 Each warranty and obligation in this **clause 6** shall be construed as a separate warranty or obligation (as the case may be) and shall not be limited or restricted by reference to, or reference from, the terms of any other such warranty or obligation or any other term of this Service Recipient Specific Agreement and/or a Call Off Contract.
- 6.4 The Service Provider shall remedy any breach of the warranties or obligations in **clause 6.1**. Any failure to remedy the breach shall be deemed to be a material breach not capable of remedy and shall entitle the Service Recipient to terminate this Service Recipient Specific Agreement in accordance with **clause 13.2**.

## 7. **THE SOLUTION**

- 7.1 The Solution shall at all times comply with the requirements as set out in **Schedule 5**.
- 7.2 The Service Provider shall:
- 7.2.1 provide access to the Service Recipient to the Solution, in accordance with the terms of the Specification;
  - 7.2.2 grant the Service Recipient a non-exclusive, non-transferable right during the Term to permit the Hiring Managers, employees and representatives of the Service Recipients and any other third parties agreed in writing by the Parties ("**Authorised Users**") to use the Solution (subject to, if applicable, an agreed maximum number of Authorised Users) solely for the purpose of receiving the Services;
  - 7.2.3 update the content on the Solution to ensure that the content is up to date;
  - 7.2.4 ensure that, subject to necessary planned or emergency maintenance and unless a response structure is agreed by the Authority Head Agreement Manager, the Solution has at all times a response time for internet users that is timely and reasonable in the circumstances;
  - 7.2.5 ensure that the Solution can be used by internet users, using industry standard internet access software;
  - 7.2.6 ensure that the Solution complies with the data protection and IT security requirements set out in this Service Recipient Specific Agreement, the Specification and any data processing agreement entered into in accordance with **clause 42** of the Service Recipient Specific Agreement;
  - 7.2.7 ensure that the Solution is directly accessible from a URL containing the Service Provider's brand name and is registered in the name of the Service Provider;
  - 7.2.8 as soon as reasonably possible remedy any defect or error in the Solution upon becoming aware of the same; and
  - 7.2.9 design a Solution that as much as is practicable and reasonable avoids indirect or direct licensing costs from the Service Recipient's software and IT system providers.
- 7.3 The Service Recipient undertakes to employ best endeavours to:
- 7.3.1 provide all such necessary information (including worker and employee data) to enable the Service Provider to make the Solution available to the Authorised Users;

- 7.3.2 procure that each Authorised Users shall use the Solution in accordance with applicable terms of this Service Recipient Specific Agreement and such terms and conditions specific to the Solution which are brought to users' attention on signing-up to use the Solution;
  - 7.3.3 procure that the Authorised Users use the Solution in accordance with the terms of Service Recipient Specific Agreement but shall not be responsible for any Authorised User's breach of this Service Recipient Specific Agreement; and
  - 7.3.4 require that all Authorised Users accessing and/or using the Solution shall comply in all respects with the terms of use (as updated from time to time) of the Solution.
- 7.4 The Service Recipient shall not:
- 7.4.1 use the Solution to provide services to third parties who are not Authorised Users;
  - 7.4.2 license, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Solution available to any third party except the Authorised Users; and/or
  - 7.4.3 attempt to obtain, or assist third parties who are not Authorised Users in obtaining, access to the Solution other than as set out herein.
- 7.5 The Service Recipient acknowledges that the Solution, including any customisations or development hereto and all Intellectual Property Rights contained therein are, as between the parties, the exclusive property of the Service Provider. Any customisation for which the Service Recipient (or the Authority or any other Service Recipient) pays the development costs, it is agreed between the parties will not be subject to this **clause 7.5** but will be subject to a separate written agreement in which details of the ownership of Intellectual Property Rights in such development shall be set out.
8. **RESPONSIBILITY FOR OTHER SERVICE RECIPIENTS**
- The Service Provider acknowledges that the Service Recipient which is a party to this Service Recipient Specific Agreement takes no responsibility for the acts or omissions of any other Service Recipients and each Service Recipient is responsible solely for their own acts and omissions and compliance with the terms of their individual Service Recipient Specific Agreement and each Call Off Contract entered into under that Service Recipient Specific Agreement.
9. **CHANGES TO THE SERVICES**
- 9.1 At any time during the Term, the Service Recipient may request and the Service Provider may recommend changes to any part or parts of the Services which shall be in the form set out in **Schedule 10** or as otherwise specified by the Authority from time to time ("**Change Request**").
- 9.2 Within five Business Days (or such longer period as may be agreed) of receipt of a Change Request, the Service Provider shall notify the Service Recipient in writing of any time required to investigate the effect upon this Service Recipient Specific Agreement of implementing such Change Request. If the Service Recipient instructs the Service Provider to proceed with such investigation, the parties will follow the procedure set out in the remaining provisions of this **clause 9**. For the avoidance of doubt, the Service Provider will not be entitled to any fees or expenses for investigating the effect of implementing such Change Request.
- 9.3 Notwithstanding **clause 9.2**, the Service Provider will submit to the Service Recipient as soon as reasonably practicable a full written quotation for such Change Request specifying the increase or decrease (if any) which will be required to the Charges and the changes (if

any) which will be required to this Service Recipient Specific Agreement, together with such other information as the Service Recipient may reasonably request.

9.4 Upon receipt of such quotation, the Service Recipient may elect either to:

- 9.4.1 request such amendments to the change to which such quotation relates as it may require, in which case the Service Provider will amend the quotation accordingly (including any consequential amendment to the Charges) and will resubmit such amended quotation to the Authority in accordance with **clause 9.3**;
- 9.4.2 accept such quotation, in which case this Service Recipient Specific Agreement will be amended accordingly; or
- 9.4.3 withdraw the proposed change, in which case this Service Recipient Specific Agreement will continue in force unchanged.

9.5 Until such time as any change is formally agreed between the parties in accordance with this **clause 9**, the Service Provider shall, unless otherwise agreed in writing, continue to perform and be paid as if such change had not been requested or recommended. For the avoidance of doubt, the Service Provider agrees that any investigation under **clause 9.2** or the preparation of a quotation under **clause 9.3** will not cause any delay in the provision of the Services.

9.6 No change made necessary directly or indirectly by any default, defect, act or omission of the Service Provider will constitute a formal change under this clause or will justify an increase in the Charges or vary any programme or schedule of the Services.

## 10. **CONTRACT MANAGEMENT**

10.1 The Service Recipient shall nominate a Service Recipient Contract Manager and Hiring Managers for each Category of roles for which the Service Recipient receives the Services from the Services Provider. The Service Provider will liaise with the Service Recipient Contract Manager and Hiring Managers in accordance with the requirements of **Schedule 5** and **Schedule 6**.

## 11. **NON-SOLICITATION**

The Service Provider shall not solicit any of a Service Recipient's employees with the aim of deploying them as Temporary Workers for the purpose of this or any other Service Recipient Specific Agreement, any Call Off Contract or any other contract with a third party or otherwise deploying them in work for any other Service Recipient or any other third party.

## 12. **KEY PERFORMANCE INDICATORS**

12.1 The Service Provider shall provide the Services in accordance with the Key Performance Indicators and shall ensure that it maintains the requisite technical, operational and specialist abilities and capacity to provide the Services in accordance with each Call Off Contract and the Service Recipient's requests for Temporary Workers and Permanent Workers.

12.2 If at any time the Service Provider fails to achieve any or all of the Key Performance Indicators and/or perform to at least the requirements of any other relevant terms of the Call Off Contract, then without prejudice to the Service Recipient's other rights and remedies under the Call Off Contract or otherwise, the Service Provider will, without cost to the Service Recipient and immediately upon becoming aware of such failure:

- 12.2.1 notify the Service Recipient in writing or in writing via its periodic and quarterly service review meetings and if required by the Service Recipient discuss with the Service Recipient (at the Service Recipient's convenience)

the reason for the failure to achieve the Key Performance Indicators and its proposed method of remedy;

- 12.2.2 remedy such failure (provided the failure in question is remediable) to the reasonable satisfaction of the Service Recipient; and
- 12.2.3 use reasonable endeavours to ensure that such a failure to achieve the Key Performance Indicators or failure to carry out its obligations under or in connection with the Call Off Contract is not repeated during the remainder of the term of the Call Off Contract.

### **Scorecard**

- 12.3 The Service Provider will complete and maintain the Key Performance Indicator Scorecards for the Service Recipient as set out in **Part 2 of Schedule 6** and for every Period distribute to the Service Recipient the results of the Key Performance Indicator Scorecards for the previous period no longer than 10 Business Days following the end of that Period. The Service Recipient will complete and maintain the Quarterly Service Credit Table for each Quarter and the Periodic Service Credit table for each Period and provide to the Service Recipient the results of the Quarterly Service Credit Table and the Periodic Service Credit Table no longer than 10 Business Days following the end of each Quarter or Period (as relevant).

### **Service Credits**

- 12.4 Without prejudice to the Service Recipient's other rights and remedies, the Service Provider shall reduce the Charges (and any corresponding VAT due on those Charges) by providing the relevant Service Recipient with a credit note for the sum of the Service Credits due where the Service Provider fails to meet Key Performance Indicators as set out in **Part 5 of Schedule 6**. The Service Provider will credit the Service Credits against the next invoice issued to the Service Recipient.
- 12.5 Upon expiry or termination of this Service Recipient Specific Agreement any accrued Service Credits which have not already been credited will be deducted from the Charges set out in the final invoice issued by the Service Provider and the VAT shown in that invoice will also be adjusted to reflect the deduction from the Charges. If there is no such final invoice (or if for any reason such deduction (whether in whole or in part) is not made from it), a sum equal to such Service Credits (or the relevant part of them) (together with the relevant VAT rebate) will be paid by the Service Provider to the Service Recipient and the Service Provider will issue the Service Recipient with a credit note for that sum which also shows a reduction in the VAT charged.
- 12.6 Service Credits are regarded by the parties as being the most effective way of compensating the Service Recipient for part or all of their loss arising from failure to meet the Key Performance Indicators which attract Service Credits for failure to meet, and it is the parties' intention that the Service Recipients should be able to recover damages as well as Service Credits in circumstances where they can prove that they have suffered loss in excess of the Service Credits. Accordingly the right of the Service Recipient to any Service Credits will be without prejudice to any other rights which the Service Recipients may have under this Service Recipient Specific Agreement or otherwise in respect of a failure to meet Key Performance Indicators, including the right to sue for damages or other relief and/or to terminate the affected Services or this Service Recipient Specific Agreement but a claim for general damages in relation to a failure to achieve a Key Performance Indicators will be reduced by the amount of Service Credits actually applied or paid in respect of the relevant Key Performance Indicator failure. The fact that the Service Credit and Key Performance Indicator provisions anticipate or provide for a particular eventuality will not be interpreted as implying that the relevant eventuality should not constitute a breach (or material breach) of this Service Recipient Specific Agreement.

### 13. **TERMINATION OF THE SERVICE RECIPIENT SPECIFIC AGREEMENT**

#### 13.1 **Termination without cause**

The Service Recipient may terminate this Service Recipient Specific Agreement at any time by giving not less than 3 months' written notice to that effect to the Service Provider.

#### 13.2 **Termination for material breach**

##### 13.2.1 If the Service Provider:

13.2.1.1 commits a material breach of this Service Recipient Specific Agreement which cannot be remedied; or

13.2.1.2 commits a material breach of this Service Recipient Specific Agreement which can be remedied but fails to remedy that breach within 20 days of a written notice setting out the breach and requiring it to be remedied being given by the Service Recipient,

the Service Recipient may terminate this Service Recipient Specific Agreement immediately by giving written notice to that effect to the Service Provider.

#### 13.3 **Termination for insolvency**

13.3.1 The Service Recipient may terminate this Service Recipient Specific Agreement immediately by giving written notice to that effect to the Service Provider if the Service Provider suffers an Insolvency Event.

13.3.2 The Service Provider will notify the Service Recipient immediately upon suffering an Insolvency Event.

13.3.3 If an application for an administration order, a notice of intention to appoint an administrator or a winding up petition is the only ground for giving notice to terminate under **clause 13.3.1**, that notice will be deemed to be and will become ineffective if:

13.3.3.1 in the event of an application for an administration order being made, that application is withdrawn or dismissed within 10 Business Days of being made;

13.3.3.2 in the event of a notice of intention to appoint an administrator being filed, no administrator is appointed within 10 Business Days of the notice being filed; or

13.3.3.3 in the event of a winding up petition being presented, that petition is withdrawn or dismissed prior to advertisement and within 10 Business Days of presentation.

#### 13.4 **Other rights to terminate**

The Service Recipient may terminate this Service Recipient Specific Agreement immediately by giving written notice to that effect to the Service Provider if the Service Provider:

13.4.1 scores Red twice or thrice consecutively in (i) each of 3 or more of the Key Performance Indicators relating to Temporary Workers in any period of 12 consecutive weeks and/or (ii) 3 or more of the Key Performance Indicators relating to the Permanent Workers, in any period of 12 consecutive weeks;

13.4.2 provides a Service Recipient with any false or misleading information with regard to the Services or its ability to perform the Services; or

- 13.4.3 is prevented, restricted or prohibited from carrying out the Services for whatever reason; or
  - 13.4.4 undergoes a change in ownership or control in breach of **clause 10** of the Framework Agreement, or
  - 13.4.5 in accordance with **clauses 40.2 or 43**.
- 13.5 Each of the Service Recipient's rights and remedies set out in this **clause 13** are without prejudice to the Service Recipient's other rights or remedies under this Service Recipient Specific Agreement, under any Call Off Contract or otherwise and are without prejudice to its or their rights to terminate at common law.
- 13.6 Without prejudice to any of the Service Recipient's other rights, powers or remedies (whether under this Service Recipient Specific Agreement, a Call Off Contract or otherwise) if the Service Provider is in breach of any of its other obligations in respect of the Services under this Service Recipient Specific Agreement and/or a Call Off Contract, the Service Provider shall, if required to do so by the Service Recipient, promptly remedy and/or re-perform the Services or part of them at its own expense to ensure compliance with such warranties and/or obligations. In the event that, in the Service Recipient's opinion (acting reasonably) the Service Provider does not remedy and/or re-perform the Services as soon as reasonably practicable or the Service Provider does not remedy and/or re-perform the Services to the Service's Recipient's reasonable satisfaction, the Service Recipient shall be entitled to itself perform or procure the provision of any Services or any remedial action in respect of any Services from an alternative contractor and, where the Service Recipient so performs or procures any Services or any remedial action, the Service Recipient shall be entitled to recover from the Service Provider all additional cost, loss and expense incurred by the Service Recipient and attributable to the Service Recipient performing or procuring such Services or remedial action from such alternative contractor.
- 13.7 To the extent that the Service Recipient has a right to terminate this Service Recipient Specific Agreement under this **clause 13** then, as an alternative to termination, the Service Recipient may by giving notice to the Service Provider require the Service Provider to provide part only of the Services with effect from the date specified in the Service Recipient's notice ("**Change Date**") whereupon the provision of the remainder of the Services will cease and the definition of "the Services" shall be construed accordingly. The Charges applicable with effect from the Change Date will be adjusted proportionately or if in the Service Recipient's opinion a proportionate adjustment would not be reasonable in such manner as the Service Recipient may determine.
- 13.8 For the purpose of **clause 13.2**, a material breach shall not be capable of remedy if the Service Recipient forms the view that as a result of such breach there is a significant risk that the Service Provider has or will compromise the Service Recipient's performance of its statutory functions, or any statutory duties to which the Service Recipient may become subject from time to time, or, if the Services were to continue, would be likely to compromise such performance in the future.
- 14. **CONSEQUENCES OF TERMINATION OR EXPIRY**
- 14.1 Notwithstanding the provisions of **clause 17**, whenever the Service Recipient chooses to put out to tender for a Replacement Service Provider some or all of the Services, the Service Provider shall disclose to tenderers such information concerning the Services as the Service Recipient may require for the purposes of such tender (whether for purposes related to Transfer Regulations or otherwise).
- 14.2 The termination or expiry of this Service Recipient Specific Agreement shall not prejudice or affect any right, power or remedy which has accrued or shall accrue to either Party prior to or after such termination or expiry.
- 14.3 Upon expiry or termination of this Service Recipient Specific Agreement (howsoever caused):



- 14.3.1 the Service Provider shall, at no further cost to the Service Recipient:
- 14.3.1.1 implement and comply with the Exit Strategy and take all steps as necessary to implement the orderly handover of the Services to the Service Recipient or a Replacement Service Provider, such that the Services can be carried on with the minimum of interruption and inconvenience and to effect such handover, which shall include an obligation to promptly provide a copy of all relevant records in whatever format the Service Recipient or a Replacement Service Provider may reasonably require and any information the Service Recipient or a Replacement Service Provider may require for purposes related to the Transfer Regulations or otherwise;
  - 14.3.1.2 on receipt of the Service Recipient's written instructions to do so (but not otherwise), arrange to remove all electronically held information by a mutually agreed date, including the purging of all disk-based information and the reformatting of all disks; and
  - 14.3.1.3 promptly deliver up to the Service Recipient all documents and records relating to or otherwise in connection with this Service Recipient Specific Agreement and all Assignments including a copy of all relevant records in whatever format the Service Recipient may reasonably require and all property and materials supplied by or on behalf of the Service Recipient, including any Confidential Information and Intellectual Property Rights of the Service Recipient;
- 14.3.2 with effect from the date of termination of this Service Recipient Specific Agreement, and until such time as the Exit Strategy has been completed, the Service Provider agrees to continue the provision of the Services to the Service Recipient as the Service Recipient may require in accordance with the terms and conditions of this Service Recipient Specific Agreement, except that it will be entitled to be paid for such Services and all other actions necessary to implement this **clause 14** at the Charges that were in force on or immediately prior to termination or, where the Charges do not apply to such Services, at such other charges as pre-agreed with the Service Recipient. Such charges will be payable by the Service Recipient within 30 Business Days of the Service Recipient receiving an invoice therefore containing a break-down of the employees, charging rates and their costs incurred in connection with this **clause 14.3.2**;
- 14.3.3 the Service Recipient shall (subject to **clauses 14.3.4** and **34** and the provisions of any security for due performance supplied by the Service Provider) pay the Service Provider any Charges remaining due in relation to any Services properly performed in accordance with this Service Recipient Specific Agreement up to the date of termination or expiry calculated so far as is possible in accordance with **Schedule 7** or otherwise reasonably determined by the Service Recipient; and
- 14.3.4 the Service Recipient shall not be liable to the Service Provider for any loss of profit, loss of contract or any other losses and/or expenses of whatsoever nature arising out of or in connection with any expiry or termination or as a result of a reduction of Services under **clause 62.3**.
- 14.4 On cessation of any Services under **clause 13.7** (insofar as the right to cease any Services arises as a result of a right for the Service Recipient to terminate other than under **clause 13.1**), the Service Recipient may enter into any agreement with any third party or parties as the Service Recipient thinks fit to provide any of the ceased Services and the Service Provider shall be liable for all additional expenditure reasonably incurred by the Service Recipient in having such services carried out and all other costs and damages reasonably incurred by the Service Recipient in consequence of such termination. The Service Recipient may deduct such costs from the Charges or otherwise recover such costs from the Service Provider as a debt.

- 14.5 Upon the expiry of this Service Recipient Specific Agreement if the Service Provider is not reappointed by the Service Recipient, the Service Provider will: (i) inform its Temporary Workers that it is no longer the preferred supplier of the Service Recipient; and (ii) provide its Temporary Workers with a list, provided by the Service Recipient to the Service Provider, of agencies who are the preferred suppliers to the Service Recipient under a new agreement.
- 14.6 Subject always to any provision for notice periods (or any other statutory time period) contained in the applicable law, including but not limited to the Employment Agencies Act 1973, the Service Provider will:
- 14.6.1 accept or agree to the transfer of Temporary Workers to or from its organisation, as applicable, without passing on any charge to the Service Recipient; and
  - 14.6.2 assist the Service Recipient and any Replacement Service Provider in respect of the handover of the Services including complying with the Service Recipient's instructions with regard to all aspects of the handover including the Service Recipient's timescales.

## 15. **RECORDS, AUDIT AND INSPECTION**

- 15.1 The Service Provider shall, and shall procure that the Secondary Suppliers (and any other sub-contractors) shall:
- 15.1.1 maintain a complete and correct set of records pertaining to all activities relating to the performance of the Services and the Service Provider's obligations under this Service Recipient Specific Agreement and all Call Off Contracts and all Charges payable by the Service Recipient and all transactions entered into by the Service Provider for the purposes of this Service Recipient Specific Agreement and all Call Off Contracts (including time-sheets for the Temporary Workers) and all due diligence that the Service Provider has carried out on all Secondary Suppliers ("**Records**"); and
  - 15.1.2 retain all Records during the Term and for a period of not less than six years (or such longer period as may be required by law) following termination or expiry of this Service Recipient Specific Agreement ("**Retention Period**").
- 15.2 Without prejudice to **clause 42.4.2**, the Service Recipient and any person nominated by the Service Recipient has the right to audit any and all Records at any time during the Retention Period on giving to the Service Provider what the Service Recipient considers to be reasonable notice (whether in writing or verbally) and at any reasonable time to inspect any aspect of the Service Provider's performance of the Services and the Service Provider shall give all reasonable assistance to the Service Recipient or its nominee in conducting such inspection, including making available documents and staff for consultation, including Records and staff of the Secondary Suppliers (and any other sub-contractors).

## 16. **QUALITY AND BEST VALUE**

The Service Provider acknowledges that the Service Recipient is a best value Service Recipient for the purposes of the Local Government Act 1999 and as such Service Recipient is required to make arrangements to secure continuous improvement in the way it exercises its functions, having regard to a combination of economy, efficiency and effectiveness, as such, the Service Provider shall, where reasonably requested by the Service Recipient, participate in any relevant best value review.

## 17. **CONFIDENTIALITY AND ANNOUNCEMENTS**

- 17.1 Subject to **clause 17.4**, the Service Recipient and Service Provider will each keep confidential:
- 17.1.1 the terms of this Service Recipient Specific Agreement; and

- 17.1.2 any and all Confidential Information that it may acquire in relation to the other party.
- 17.2 Neither the Service Recipient or the Service Provider will use the other Party's Confidential Information for any purpose other than to perform its obligations under this Service Recipient Specific Agreement. Each party will ensure that its officers and employees, and in the case of the Service Provider, the Service Provider Personnel, including Secondary Suppliers, comply with the provisions of **clause 17.1**.
- 17.3 The Service Provider warrants and undertakes to, and will procure that all of the Service Provider Personnel (including all Secondary Suppliers) prior to Engagement shall, keep confidential any and all Confidential Information that they may acquire in relation to the Service Recipient and shall not use such Confidential Information for any purpose other than to perform their obligations under an Assignment. From time to time, the Service Recipient may request that the Service Provider uses reasonable endeavours to procure that a specific Permanent Workers or each Permanent Worker applying for a specific role, enters into a confidentiality undertaking in favour of the relevant Service Recipient on terms satisfactory to the Service Recipient. The Service Provider shall be liable for any breach of this **clause 17.3** committed by any of the Service Provider Personnel, including Secondary Suppliers.
- 17.4 The obligations set out in **clause 17.1** will not apply to any Confidential Information which:
- 17.4.1 a party can demonstrate is in the public domain (other than as a result of a breach of this **clause 17**); or
  - 17.4.2 is disclosed with the prior written consent of the other party; or
  - 17.4.3 is disclosed by the Service Recipient to an affiliate in the proper performance of its duties or to ensure compliance by the Service Recipient with any of its statutory duties and all applicable laws and regulations; or
  - 17.4.4 a party is required to disclose by order of a court of competent jurisdiction but then only to the extent of such required disclosure.
- 17.5 Nothing in this Agreement will prevent the disclosure of any information, documentation, other evidence or to the extent required by and in accordance with Clause 28.
- 17.6 The provisions of this **clause 17** will survive any termination of this Service Recipient Specific Agreement for a period of five (5) years from termination.
18. **DATA TRANSPARENCY**
- 18.1 The Service Provider acknowledges that the Service Recipient is subject to the Transparency Commitment. Accordingly, notwithstanding **clause 17** and **clause 26**, the Service Provider hereby gives its consent for the Service Recipient to publish the Agreement Information to the general public.
- 18.2 The Service Recipient may in its absolute discretion redact all or part of the Agreement Information prior to its publication. In so doing and in its absolute discretion the Service Recipient may take account of the exemptions/exceptions that would be available in relation to information requested under the FOI Legislation. The Service Recipient may in its absolute discretion consult with the Service Provider regarding any redactions to the Agreement Information to be published pursuant to **clause 18.1**. The Service Recipient shall make the final decision regarding publication and/or redaction of the Agreement Information.
19. **ASSIGNMENT**
- 19.1 Except where expressly permitted by the terms of this Service Recipient Specific Agreement and/or a Call Off Contract, this Service Recipient Specific Agreement is personal to the Service Provider who shall not assign the benefit or delegate the burden of this Service

Recipient Specific Agreement or otherwise transfer any right or obligation under this Service Recipient Specific Agreement without the prior written consent of the Service Recipient.

## 20. **THIRD PARTY RIGHTS**

- 20.1 The Authority will be entitled to enforce the following provisions of this Service Recipient Specific Agreement subject to and in accordance with the Contracts (Rights of Third Parties) Act 1999 and the terms of this Service Recipient Specific Agreement: **clauses 2.3, 6.1.6, 7.2.4, 8, 20.1, 20.2, 24.2** and **Schedule 2**
- 20.2 The Service Provider and the Service Recipient may not vary or rescind any clause or Schedule of this Service Recipient Specific Agreement which the Authority is entitled to enforce in accordance with **clause 20.1**, or any clause which grants a right or discretion to the Authority or Authority Head Agreement Manager, without the prior consent of the Authority.
- 20.3 Save as provided in this **clause 20**, the parties do not intend that any term of this Service Recipient Specific Agreement and/or of any Call Off Contract will be enforceable under the Contracts (Rights of Third Parties) Act 1999 by any person.

## 21. **INDEMNITY**

- 21.1 Subject to **clause 21.2**, the Service Provider is responsible for and shall indemnify, keep indemnified and hold harmless the Service Recipient (including their respective employees, sub-contractors and agents) (the "**Indemnified Party**") against all Recoverable Liabilities which the Indemnified Party incurs or suffers as a:
- 21.1.1 consequence of any breach or any negligent performance of this Service Recipient Specific Agreement and/or a Call Off Contract by the Service Provider (or any of the Service Provider Personnel, Secondary Suppliers or other sub-contractors but excluding for the avoidance of doubt, by a Temporary Worker), including in each case any non-performance or delay in performance of this Service Recipient Specific Agreement and the Call Off Contracts, or any breach of statutory duty, misrepresentation or misstatement by the Service Provider (or any of the Service Provider Personnel, Secondary Suppliers or other sub-contractors but excluding for the avoidance of doubt, by a Temporary Worker); or
  - 21.1.2 result of any claim made against the Service Recipient by a Temporary Worker or by or on behalf of a Lead Supplier or Secondary Supplier or other sub-contractor arising out of or in connection with the supply of Temporary Workers under this Service Recipient Specific Agreement and/or a Call Off Contract.
- 21.2 The Service Provider is not responsible for and shall not indemnify the Service Recipient for any Recoverable Liabilities to the extent that such Recoverable Liabilities are solely caused by any breach or negligent performance by the relevant Service Recipient of any of its obligations under this Service Recipient Specific Agreement and/or a Call Off Contract.
- 21.3 If any person engaged by the Service Provider, Lead Supplier or Secondary Supplier or any other sub-contractor claims in the provision of Services to the Service Recipient to be employed by a Service Recipient then the:
- 21.3.1 Service Recipient shall notify the Service Provider as soon as it or they become aware of such claim;
  - 21.3.2 Service Recipient may terminate the employment of such person and the Service Provider will indemnify, keep indemnified and hold harmless the Service Recipient from and against all Employment Claims and Liabilities which the Service Recipient incurs or suffers in relation to such person arising out of or in connection with their employment and such termination or purported termination (including, for the avoidance of doubt, but without

limitation, any redundancy payment, whether statutory or contractual) and against any sums payable to or in relation to such person in connection with any employment up to the date of termination provided such termination takes place within one month of notification as referred to in **clause 21.3.1**; and

- 21.3.3 Service Provider shall indemnify the Service Recipient from or against any Employment Claims and Liabilities which the Service Recipient incurs or suffers in relation to such person as a result of any act or omission of the Service Provider, a Secondary Supplier or any other sub-contractor.

## 22. **EMPLOYMENT AGENCIES ACT AND CONDUCT OF EMPLOYMENT AGENCIES ACT**

For the purpose of this Service Recipient Specific Agreement and all Call Off Contracts, the Service Provider shall be deemed to act as an "employment business" in respect of the supply of Temporary Workers and an "employment agency" in respect of the Introduction of Permanent Workers as respectively defined in the Employment Agencies Act 1973. The Service Provider shall at all times comply with the provisions of, and the obligations on an employment business or employment agency (as the case may be) under, the Conduct of Employment Agencies and Employment Businesses Regulations 2003.

## 23. **THE AGENCY WORKERS REGULATIONS**

- 23.1 Prior to the commencement of any work by a Qualifying Temporary Worker in relation to an Assignment or by a Temporary Worker who during the course of work on that Assignment will become a Qualifying Temporary Worker, the Service Provider shall notify the relevant Service Recipient of this fact.
- 23.2 The Service Provider shall and shall procure that any other sub-contractor or intermediary shall at all times comply with their obligations under the AWR, including but not limited to providing any Qualifying Temporary Worker with the Relevant Terms and Conditions in accordance with Regulation 5 of the AWR.
- 23.3 The Service Recipient shall at all times comply with its obligations to provide any Temporary Workers with access to collective facilities and amenities and employment opportunities subject to and in accordance with Regulation 12 and 13 of the AWR.
- 23.4 The Service Provider will indemnify and hold harmless the Service Recipient for all Recoverable Liabilities incurred by the relevant Service Recipient arising out of a breach or alleged breach of the AWR (other than Regulation 12 or 13 of the AWR).
- 23.5 In the event that either party, or any sub-contractor of the Service Provider receives an allegation by any Temporary Worker that there has been a breach of the AWR in relation to the supply of that person to a Service Recipient by the Service Provider (whether that allegation has been made as a request for information under Regulation 16 of the AWR or otherwise), that party shall provide a copy (if in writing or details) of that allegation to the other party within seven days of receipt. The parties shall co-operate with each other in relation to responding to that allegation, which shall include supplying any information which may be reasonably requested by the other party, and complying with any reasonable requests in relation to the contents of any response.
- 23.6 The Service Provider will within seven days of receiving a written request from the Service Recipient provide to it:
  - 23.6.1 the number of Temporary Workers currently being supplied to the Service Recipient;
  - 23.6.2 the parts of the Service Recipient's business undertaking in which those agency workers are working; and
  - 23.6.3 the type of work those Temporary Workers are carrying out,

together with any other information which the Service Recipient may reasonably request in relation to any payments made by the Service Provider, its sub-contractors or any other intermediaries to any Temporary Workers, in order to ensure compliance with the AWR.

**24. EMPLOYMENT STATUS**

- 24.1 Save as set out in **clause 23** and without prejudice to **clause 28**, the Parties hereby record their express intention that the Temporary Workers are engaged as workers (as defined in section 230 of the Employment Rights Act 1996) and not as the employees of the Service Provider or the employees of the Secondary Suppliers (or any other sub-contractor) or are individuals retained by the Service Provider or the Secondary Suppliers (or any other sub-contractor) on contracts for services and the Service Provider warrants and undertakes that it will not do anything, and that it shall procure that the Secondary Suppliers and other sub-contractors shall not do anything, or allow to occur any event or circumstance that might lead to a Temporary Worker having any claim to being, or entitlement to become, an employee of the Service Recipient.
- 24.2 Nothing in a Call Off Contract will render the Temporary Workers or any Secondary Supplier (or any other sub-contractor), an employee, agent or partner of the Authority or of any other Service Recipient by virtue of the supply of Temporary Workers or the provision of any Services under a Call Off Contract.
- 24.3 The parties hereby acknowledge and agree that it is the intention that any Permanent Workers Engaged by a Service Recipient will be employees of the Service Recipient.
- 24.4 The provisions of **Schedule 9** (Employment Provisions) shall apply on the commencement and termination of this Service Recipient Specific Agreement and each Call Off Contract and the Parties agree to comply with their respective obligations thereunder.

**25. INTELLECTUAL PROPERTY RIGHTS**

- 25.1 The Service Provider agrees and acknowledges that all Intellectual Property Rights created or developed in the provision of the Services or otherwise arising from or in connection with the Services or each Call Off Contract, including all Intellectual Property Rights created or developed by or on behalf of the Service Provider or the Temporary Workers, shall vest in and belong absolutely and exclusively to the relevant Service Recipient. The Service Provider hereby assigns, or shall procure the assignment of, with full title guarantee and at no charge or royalty all such Intellectual Property Rights capable of present assignment to the relevant Service Recipient (or its nominee) together with the right to sue for past infringement. Where such future rights cannot be assigned by present assignment the Service Provider agrees to take all such steps and do all such things, including executing all documents, as may be necessary to vest such Intellectual Property Rights in the relevant Service Recipient (or its nominee) on their creation.
- 25.2 The Service Provider shall provide the relevant Service Recipient with copies of all work and materials relied upon or referred to in the creation or development of the Intellectual Property Rights referred to in **clause 25.1** and with a perpetual, irrevocable, royalty-free and transferable licence free of charge to use such work and materials in connection with the use of such Intellectual Property Rights.
- 25.3 Pursuant to **clause 25.1**, the Service Provider undertakes that it:
- 25.3.1 has (or that it will have in place prior to the commencement of an Assignment), or will procure that the Secondary Suppliers (or any other sub-contractors) have, contracts with the Temporary Workers such that any Intellectual Property Rights arising out of or in connection with an Assignment shall (subject to the **clause 25.3.2**) vest in the Service Provider, or the Secondary Suppliers or any other sub-contractor, as applicable, and that each Temporary Worker is obliged to waive all moral rights and rights of a like nature in such Intellectual Property Rights. The Service Recipient may on demand at any time require the Service Provider to produce all and any Temporary Worker contracts for inspection by the Service Recipient; and

- 25.3.2 will, or will procure that the Temporary Workers will, execute such further documents and do such acts as may be necessary for securing, confirming or vesting absolutely the Service Recipient's (or its nominee's) full rights, title and interest in the Intellectual Property Rights referred to in **clause 25.1** and for conferring on the Service Recipient (or its nominee) all rights of action in respect of any claim for infringement by third parties.
- 25.4 The Service Provider shall have no right (save where expressly permitted under a Call Off Contract or with the Service Recipient's prior written consent) to use any trade marks, trade names, logos or other Intellectual Property Rights of the Service Recipient.
- 25.5 The Service Provider shall indemnify, keep indemnified and hold harmless the Service Recipient (including their respective employees, sub-contractors and agents) against all Recoverable Liabilities incurred or suffered that arise from or are incurred by reason of any infringement or alleged infringement of any Intellectual Property Rights of a third party resulting from the Service Recipient's use of Intellectual Property Rights assigned or licensed, created, developed or provided by or on behalf of the Service Provider, Secondary Suppliers or the Temporary Workers.
26. **FREEDOM OF INFORMATION**
- 26.1 For the purposes of this **clause 26**:
- 26.1.1 **"Information"** means information recorded in any form held by the Service Recipient or by the Service Provider on behalf of the Service Recipient; and
- 26.1.2 **"Information Request"** means a request for any Information under the FOI Legislation.
- 26.2 The Service Provider acknowledges that the Service Recipient:
- 26.2.1 is subject to the FOI Legislation and agrees to assist and co-operate with the Service Recipient to enable the Service Recipient to comply with its obligations under the FOI Legislation; and
- 26.2.2 may be obliged under the FOI Legislation to disclose Information without consulting or obtaining consent from the Service Provider.
- 26.3 Without prejudice to the generality of **clause 26.2**, the Service Provider shall and shall procure that the Lead Supplier and Secondary Suppliers (and any other sub-contractors) shall:
- 26.3.1 transfer to the Service Recipient Contract Manager (or such other person as may be notified by the Service Recipient to the Service Provider) each Information Request relevant to this Service Recipient Specific Agreement, the Services and the Service Recipient, that it or they (as the case may be) receive as soon as practicable and in any event within two Business Days of receiving such Information Request; and
- 26.3.2 in relation to Information held by the Service Provider on behalf of the Service Recipient, provide the Service Recipient with details about and/or copies of all such Information that the Service Recipient requests and such details and/or copies shall be provided within five Business Days of a request from the Service Recipient (or such other period as the Service Recipient may reasonably specify), and in such forms as the Service Recipient may reasonably specify.
- 26.4 The Service Recipient shall be responsible for determining whether Information is exempt information under the FOI Legislation and for determining what Information will be disclosed in response to an Information Request in accordance with the FOI Legislation. The Service Provider shall not itself respond to any person making an Information Request, save to acknowledge receipt, unless expressly authorised to do so by the Service Recipient.

27. **VARIATION**

- 27.1 Subject to **clause 20.2**, no variation or amendment to this Service Recipient Specific Agreement or to any Call Off Contract will be effective unless it is in writing and signed by a duly authorised representative on behalf of the Service Provider and the Service Recipient.

28. **INTERMEDIARIES LEGISLATION OBLIGATIONS**

- 28.1 The Service Provider will comply with the obligations set out in Section 6 of the Specification.

- 28.2 The Service Provider will:

- 28.2.1 comply, and shall procure that all Lead Suppliers, Secondary Suppliers, Contractors and their Intermediary comply, with IR35 as it applies to them from time to time in connection with the supply of any Temporary Worker to a Service Recipient. The Service Provider will not be entitled to charge the Service Recipients for any cost or expense incurred by the Service Provider or a Lead Supplier, Secondary Supplier, Contractor or their Intermediary in complying with IR35; and
- 28.2.2 promptly notify the relevant Service Recipient if it becomes aware of any non-compliance with Applicable Laws (including, for the avoidance of doubt, any breach of IR35 by the Service Provider, a Lead Supplier, a Secondary Supplier, a Contractor or their Intermediary).

- 28.3 The Service Provider will, and will procure that all Lead Suppliers and Secondary Suppliers will:

- 28.3.1 prior to the commencement of any Assignment of a Temporary Worker, confirm to the relevant Service Recipient whether that Temporary Worker is a Contractor and if they are, the name of the Contractor's Intermediary;
- 28.3.2 provide, and procure that each Lead Supplier, Secondary Supplier, Contractor and/or their Intermediary provides, promptly and at their own expense, all such information, documentation, assistance and/or co-operation that the relevant Service Recipient may reasonably require from time to time in order for the relevant Service Recipient to:
  - 28.3.2.1 comply with any obligations it may have from time to time under IR35 and any other information or documentation that they consider (or ought reasonably to consider) to be materially relevant to any obligation the Service Recipient may have under IR35 to determine if a Contractor is a Deemed Employee;
  - 28.3.2.2 confirm that the Service Provider and/or Lead Supplier and/or Secondary Supplier and/or Contractor and/or their Intermediary is complying with their respective obligations under IR35 from time to time; and
  - 28.3.2.3 deal with any claim, assessment or enquiry raised by HMRC in connection with any Temporary Worker.
- 28.3.3 notify, and will procure that each Lead Supplier, Secondary Supplier, Contractor and/or their Intermediary notifies, the Service Recipient as soon as possible in writing if they become aware that any information or documentation which they have provided in relation to any Temporary Worker is incorrect or out of date;
- 28.3.4 where it is not the Fee Payer in relation to a Contractor following 6 April 2021 (or such other date as the amendments to IR35 contained in the Finance Act 2020 come into force) and it becomes aware that the Fee Payer



is not deducting and accounting for the Employment Taxes to HMRC in respect of a Contractor in respect of who the Service Recipient has made a determination that they are a Deemed Employee, inform the Service Recipient as soon as possible after it becomes aware of such non-payment; and

- 28.3.5 if the Service Recipient is liable to withhold and account for Employment Taxes due to any act, omission or default of the Service Provider, Lead Supplier or Secondary Supplier, take or procure the taking of such action as the Service Recipient may reasonably request to ensure that the Service Recipient ceases to be responsible for such liabilities as soon as practicable.
- 28.4 Where the Service Provider fails to provide the information, documentation or other evidence that it is required to give pursuant to **Clauses 28.3.1** and **28.3.2.1** prior to the commencement of an Assignment or promptly following the Service Recipient's request (as applicable), the Service Recipient reserves the right not to proceed with or terminate the relevant Assignment (as applicable) until such information, documentation and other evidence has been supplied and the Service Recipient has had an opportunity to conduct a status determination in relation to the Assignment.
- 28.5 The Service Provider represents and warrants on the date that it submits any information, document or evidence in relation to a Temporary Worker that:
  - 28.5.1 the contents of such information, documentation and other evidence is true, accurate and complete; and
  - 28.5.2 it has taken all proper and necessary steps to verify such information, documentation and other evidence, where such information originates from a third party.
- 28.6 If either party receives a claim, assessment or enquiry from HMRC in relation to a Temporary Worker they shall provide a copy of that claim, assessment or enquiry to the other party within four (4) Business Days of receipt and the Service Provider shall procure that if a Temporary Worker (or their Intermediary) or any Lead Supplier or Secondary Supplier receives a claim, assessment or enquiry from HMRC in relation to a Temporary Worker that they shall provide a copy of that claim, assessment or enquiry to the Service Provider and the Service Recipient within four (4) Business Days of receipt.
- 28.7 The Service Recipient and the Service Provider shall co-operate with each other in relation to responding to a claim, assessment or enquiry as referred to in **clause 28.6**, which shall include complying with any reasonable requests in relation to the content of any response and where the claim, assessment or enquiry in question has been received by a Temporary Worker (or their Intermediary) or a Lead Supplier to Secondary Supplier, the Service Provider shall procure that the Lead Supplier, Secondary Supplier or Temporary Worker (or their Intermediary) complies with any reasonable requests made by the Service Recipient as to the content of the response the Lead Supplier, Secondary Supplier or Temporary Worker (or their Intermediary) proposes to make to HMRC in respect of such claim, assessment or enquiry.
- 28.8 Where a Service Recipient is or at any time becomes responsible for withholding and accounting for any Employment Taxes in relation to a Temporary Worker, the Service Recipient will be entitled to deduct such liabilities (to the extent permitted by law) from any fees or charges payable by the Service Recipient to the Service Provider pursuant to this Agreement.
- 28.9 The Service Provider will indemnify and hold harmless the Service Recipients against all Recoverable Liabilities incurred by the relevant Service Recipient arising out of or in connection with:
  - 28.9.1 all liability, assessment or claim for NICs (to the extent permitted by law), income tax or other taxes or levies (which shall include, but not be limited to Apprenticeship Levy), any interest and penalties payable in respect of the same and any costs and expenses (including, but not limited to legal and

professional costs) incurred in respect of the same where such liability, assessment, or claim arises or is made in connection with payments made by the Service Recipient in respect of the Temporary Workers while provided as such by the Service Provider to the Service Recipient; and

- 28.9.2 all liability for deduction and payment of all NICs (to the extent permitted by law), income tax and all other taxes and levies (which shall include, but not be limited to any Apprenticeship Levy), any interest and penalties payable in respect of the same and any costs and expenses (including but not limited to legal and professional costs) incurred in respect of the same which arise in respect of persons supplied to the Service Recipient by the Service Provider.

28.10 The Service Provider will not have any liability to the Service Recipients under the indemnity at **clause 28.9** for any Recoverable Liabilities to the extent that:

- 28.10.1 the Recoverable Liability would not have been incurred or suffered but for the negligence of the Service Recipient or its employees or agents; or
- 28.10.2 it would not have been incurred or suffered but for the Service Recipient taking or omitting to take an action that it was not required to take and that it knew or should reasonably have known would lead to a Recoverable Liability that will fall under the indemnity at **clause 28.9**.

## 29. **ANTI-BRIBERY**

29.1 The Service Provider will, and will procure that its officers, employees, agents, sub-contractors and any other persons who perform services for or on behalf of it in connection with this Service Recipient Specific Agreement will:

- 29.1.1 not commit any act or omission which causes or could cause it or the Service Recipient to breach, or commit an offence under, any laws relating to anti-bribery and/or anti-corruption, including the Bribery Act 2010;
- 29.1.2 comply with the Service Recipient's anti-bribery policy as updated from time to time;
- 29.1.3 keep accurate and up to date records showing all payments made and received and all other advantages given and received by it in connection with this Service Recipient Specific Agreement and the steps it takes to comply with this **clause 29.1**, and permit the Service Recipient to inspect those records as reasonably required;
- 29.1.4 promptly notify the Service Recipient of:
  - 29.1.4.1 any request or demand for any improper financial or other advantage received by it; and
  - 29.1.4.2 any improper financial or other advantage it gives or intends to give,

whether directly or indirectly in connection with this Service Recipient Specific Agreement and/or a Call Off Contract and promptly give the Service Recipient written notice of any breach of this **clause 29.1**.

29.2 Any breach of **clause 29.1** by the Service Provider will be a material breach of this Service Recipient Specific Agreement which is not capable of being remedied, irrespective of whether any financial loss or reputational damage arises and irrespective of the level of any financial loss or deprivation of benefit arising as a consequence of such breach.

29.3 The Service Provider will include in any sub-contract which it enters into in connection with this Service Recipient Specific Agreement:

- 29.3.1 a clause equivalent to this **clause 29.1**; and
  - 29.3.2 a right under the Contracts (Rights of Third Parties) Act 1999 for the Service Recipient to exercise equivalent rights over the sub-contractor to those which it exercises over the Service Provider in **clause 29.1.3**.
- 29.4 The Service Provider will indemnify the Service Recipient against all Recoverable Liabilities that the Service Recipient does or will incur or suffer as a result of defending or settling any such actual or threatened claim or proceeding, in each case arising out of or in connection with:
- 29.4.1 any breach by the Service Provider of **clause 29.1** (including any failure or delay in performing, or negligent performance or non-performance of, any of its obligations under **clause 29.1**); and/or
  - 29.4.2 any breach by any sub-contractor of the Service Provider of any equivalent provisions contained in the relevant sub-contract (including any failure or delay in performing, or negligent performance or non-performance of, any obligations).
30. **MODERN SLAVERY**
- 30.1 The Service Provider will not engage in any Modern Slavery Practice.
- 30.2 The Service Provider will:
- 30.2.1 comply, and will procure that its officers, employees, agents, sub-contractors and any other persons who perform services for or on behalf of it in connection with this Service Recipient Specific Agreement will comply, at all times with the Service Recipient's policies on anti-slavery;
  - 30.2.2 conduct proper and adequate checks on any agency or person used by the Service Provider to provide labour, employees, contractors or other persons to undertake tasks for the Service Provider (in each case whether on a permanent or temporary basis) to ensure that any such agency or person does not engage and has not in the past engaged in any Modern Slavery Practice;
  - 30.2.3 provide the Service Recipient with such assistance and information as it may require from time to time to enable the Service Recipient to:
    - 30.2.3.1 perform any activity required by any government, regulatory entity or agency in any relevant jurisdiction for the purpose of compliance with any applicable Anti-Slavery Laws or as required by the Service Recipient;
    - 30.2.3.2 prepare a slavery and human trafficking statement as required by section 54 of the Modern Slavery Act 2015 and to include the matters referred to in section 54(5) of that Act;
    - 30.2.3.3 identify any non-compliance with the Service Recipient's policies on anti-slavery; and
    - 30.2.3.4 conduct due diligence and to measure the effectiveness of the steps the Service Recipient is taking or wishes to take to ensure that Modern Slavery Practices are not taking place in its business or supply chains; and
  - 30.2.4 permit the Service Recipient, and any person nominated by them for this purpose to have such access on demand to the Service Provider's premises, personnel, systems, books and records as the Service Recipient may require to verify the Service Provider's compliance with this **clause 30**.

- 30.3 The Service Provider will immediately give written notice to the Service Recipient upon the occurrence of a breach or suspected breach of any of its obligations referred to in this **clause 30**. The notice will set out full details of the breach or suspected breach.
- 30.4 Any breach of this **clause 30** by the Service Provider will be a material breach of this Service Recipient Specific Agreement which is not capable of being remedied, irrespective of whether any financial loss or reputational damage arises and irrespective of the level of any financial loss or deprivation of benefit arising as a consequence of the breach.
- 30.5 The Service Recipient will be entitled, by giving written notice to that effect to the Service Provider, to require the Service Provider to:
- 30.5.1 remove from the performance of this Service Recipient Specific Agreement and/or any Call Off Contract any of the Service Provider's officers, employees, agents or sub-contractors whom the Service Recipient believes to be engaging in any Modern Slavery Practice; or
  - 30.5.2 take such action as a Service Recipient requires to ensure that the Supplier fully complies with any Anti-Slavery Law, the Service Recipient's policies on anti-slavery and any applicable guidance issued by any competent or statutory authority.
31. **PREVENTION OF TAX EVASION**
- 31.1 The Service Provider will, and will procure that its officers, employees, agents, sub-contractors and any other persons who perform services for or on behalf of it in connection with this Service Recipient Specific Agreement will:
- 31.1.1 not do or omit to do any act or thing which constitutes or may constitute a UK tax evasion offence, a foreign tax evasion offence (as those terms are defined in the Criminal Finances Act 2017) or a Facilitation of Tax Evasion Offence;
  - 31.1.2 not do or omit to do any act or thing which causes or may cause a Service Recipient to commit a CFA Offence;
  - 31.1.3 without prejudice to **clause 31.1.2**, not do or omit to do any act or thing which would cause a Service Recipient to commit a CFA Offence or may do so if the Service Recipient was unable to prove that it had in place prevention procedures as referred to in section 45(2) or section 46(4) of the Criminal Finances Act 2017; and
  - 31.1.4 provide the Service Recipient with such assistance as it may require from time to time to enable it to perform any activity required by any relevant government, agency, regulator or prosecutor in any relevant jurisdiction for the purpose of compliance with any proceeds of crime, anti-money laundering or prevention of tax evasion law (including the Criminal Finances Act 2017) or to enable it to self-disclose any conduct to or to co-operate with any government, agency, regulator or prosecutor.
- 31.2 The Service Provider warrants to the Service Recipient that it has not, and its officers, employees, agents, sub-contractors and any other persons who perform services for or on behalf of it in connection with this Service Recipient Specific Agreement have not:
- 31.2.1 been convicted in any jurisdiction of any offence of cheating the public revenue, fraudulently evading any tax or facilitating the fraudulent evasion of any tax or been the subject of any agreement (including any deferred prosecution agreement or similar arrangement) with any government, agency, regulator or prosecutor concerning any such offence or alleged offence;

- 31.2.2 done or omitted to do any act or thing which caused or may cause any person to commit an offence under the Criminal Finances Act 2017 (or would or may do so if the relevant person was unable to prove that it had in place prevention procedures as referred to in section 45(2) or section 46(4) of the Criminal Finances Act 2017);
  - 31.2.3 been, and are not, the subject of any investigation, enquiry or enforcement proceedings by any government, agency, regulator or prosecutor regarding any offence or alleged offence of cheating the public revenue, fraudulently evading any tax or facilitating the evasion of any tax in each case in any jurisdiction;
  - 31.2.4 has been or is listed by any government agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or other government contracts including any exclusion under regulation 57 of the Public Contracts Regulations 2015 or regulation 80 of the Utilities Contracts Regulations 2016 by reason of it doing any act or thing which constitutes a UK tax evasion offence or a foreign tax evasion offence (as those terms are defined in the Criminal Finances Act 2017) or a Facilitation of Tax Evasion Offence, or being under investigation in respect of any of the same.
- 31.3 The Service Provider will immediately give written notice to the Service Recipient upon the occurrence of a breach or suspected breach of any of its obligations under this **clause 31**.
- 31.4 Any breach of this **clause 31** by the Service Provider will be a material breach of this Service Recipient Specific Agreement which is not capable of being remedied, irrespective of whether any financial loss or reputational damage arises and irrespective of the level of any financial loss or deprivation of benefit arising as a consequence of the breach.
- 31.5 The Service Recipient will be entitled, by giving written notice to that effect to the Service Provider, to require the Service Provider to remove from the performance of this Service Recipient Specific Agreement and/or any Call Off Contract any of the Service Provider's officers, employees, agents, sub-contractors or any other person who performs services for or on behalf of it in connection with this Service Recipient Specific Agreement and/or any Call Off Contract and in respect of whom the Service Provider is in breach of any of its obligations under **clause 31.1**.
- 31.6 The Service Provider will ensure that any person associated with the Service Provider (as determined in accordance with section 44 Criminal Finances Act 2017) who is performing services in connection with this Service Recipient Specific Agreement and any sub-contractor does so only on the basis of a written contract which imposes on and secures from such person and any such subcontractor terms equivalent to those imposed on the Service Provider by this **clause 31**. The Service Provider will be responsible for the observance and performance by such persons and subcontractors of those terms and will be directly liable to the Service Recipient from any breach by such persons and subcontractors of any of such term.

## 32. **COMPLIANCE WITH LAWS**

- 32.1 The Service Provider, at no additional cost to the Service Recipient:

- 32.1.1 undertakes to procure that:

- 32.1.1.1 all of the Service Provider Personnel comply with; and that

- 32.1.1.2 the Temporary Workers are made aware of,

- all of the Service Recipient's policies and standards that are relevant to the performance of the Services, and (where relevant to a Service Recipient) with the Authority's Code of Conduct (which is available on the Authority's website, [www.tfl.gov.uk](http://www.tfl.gov.uk)) including the provisions set out in **Schedule 11** and the

parties relevant to specific Service Recipient as set out at **Schedule 17**. Those relating to safety, security, business ethics, drugs and alcohol and any other on site regulations as specified by the Service Recipient for personnel working at Service Recipient's Premises or accessing the Service Recipient's computer systems. The Service Recipient shall provide the Service Provider with copies of such policies and standards on request;

- 32.1.2 shall provide the Services in compliance with all requirements of all Acts of Parliament, statutory instruments, court orders, regulations, directives, European Community decisions (insofar as legally binding), bye-laws, treaties and other regulatory requirements relevant to the Service Provider's business and/or the Service Recipient's business, from time to time in force which are or may become applicable to the Services. The Service Provider shall promptly notify the Service Recipient if the Service Provider is required to make any change to the Services for the purposes of complying with its obligations under this **clause 32.1.2**;
- 32.1.3 without limiting the generality of **clause 32.1.2**, shall comply with all relevant enactments in force from time to time relating to discrimination in employment and the promotion of equal opportunities;
- 32.1.4 acknowledges that the Service Recipient is under duties under applicable laws (including the Equality Act 2010, the Sex Discrimination Act 1975, the Race Relations Act 1976 and the Disability Discrimination Act 1995) to have due regard to the need to eliminate unlawful discrimination on the grounds of sex or marital status, race, religion, age or disability (as the case may be) and to promote equality of opportunity between persons of different racial groups and between disabled people and other people (as the case may be). In providing the Services, the Service Provider shall assist and cooperate with the Service Recipient where possible in satisfying this duty;
- 32.1.5 acknowledges that the Service Recipient is under a duty under applicable law (including the Equality Act 2010) to have due regard to the need to:
  - 32.1.5.1 promote equality of opportunity for all persons irrespective of their race, sex, disability, age, sexual orientation or religion;
  - 32.1.5.2 eliminate unlawful discrimination; and
  - 32.1.5.3 promote good relations between persons of different racial groups, religious beliefs and sexual orientation,

and in providing the Services, the Service Provider shall assist and co-operate with the Service Recipient where possible to enable the Service Recipient to satisfy their duty;
- 32.1.6 shall assist and co-operate with the Service Recipient where possible with the Service Recipient's compliance with their duties under section 1 and section 149 of the Equality Act 2010 and any guidance, enactment, order, regulation or instrument made pursuant to these sections;
- 32.1.7 where the GLA is the Service Recipient the Service Provider shall:
  - 32.1.7.1 comply with policies developed by the GLA with regard to compliance with the GLA's duties referred to in **clause 32.1.4** to **32.1.6** as are relevant to a Call Off Contract and the Service Provider's activities;
  - 32.1.7.2 obey directions from the GLA with regard to the conduct of a Call Off Contract in accordance with the duties referred to in **clause 32.1.4** to **32.1.6**;

- 32.1.7.3 assist, and consult and liaise with, the GLA with regard to any assessment of the impact on and relevance to a Call Off Contract of the duties referred to in **clause 32.1.4** to **32.1.6**;
- 32.1.7.4 on entering into any contract with a sub-contractor in relation to this Call Off Contract, impose obligations upon the sub-contractor to comply with this **clause 32.1.7** as if the sub-contractor were in the position of the Service Provider;
- 32.1.7.5 provide to the GLA, upon request, such evidence as the GLA may require for the purposes of determining whether the Service Provider has complied with this **clause 32.1.7**. In particular, the Service Provider shall provide any evidence requested within such timescale as the GLA may require, and co-operate fully with the GLA during the course of the GLA's investigation of the Service Provider's compliance with its duties under this **clause 32.1.7**; and
- 32.1.7.6 inform the GLA forthwith in writing should it become aware of any proceedings brought against it in connection with this Call Off Contract by any person for breach of the Sex Discrimination Act 1975, the Race Relations Act 1976, the Disability Discrimination Act 1995 or the Equality Act 2010.
- 32.1.8 without prejudice to any other provision of this **clause 32.1** or the Schedules, shall where the Authority is the Service Recipient comply with any provisions set out in the Schedules that relate to traffic management and shall comply with the reasonable instructions of the Authority's Traffic Manager as may be made available to the Service Provider from time to time. For the purposes of this **clause 32.1.8**, "**Traffic Manager**" means the Authority's traffic manager appointed in accordance with section 17 of the Traffic Management Act 2004;
- 32.1.9 shall promptly notify the Service Provider Personnel and the Service Recipient of any health and safety hazards that exist or may arise in connection with the performance of the Services;
- 32.1.10 without limiting the generality of **clause 32.1.2**, shall comply with the Bribery Act 2010 and any guidance issued by the Secretary of State under it.
- 32.2 In all cases, the costs of compliance with **clause 32.1** shall be borne by the Service Provider.
- 32.3 In providing the Services, the Service Provider shall (taking into account best available techniques not entailing excessive cost and the best practicable means of preventing, or counteracting the effects of any noise or vibration) have appropriate regard (insofar as the Service Provider's activities may impact on the environment) to the need to:
  - 32.3.1 preserve and protect the environment and to the need to avoid, remedy and mitigate any adverse effects on the environment;
  - 32.3.2 enhance the environment and have regard to the desirability of achieving sustainable development;
  - 32.3.3 conserve and safeguard flora, fauna and geological or physiological features of special interest; and
  - 32.3.4 sustain the potential of natural and physical resources and the need to safeguard the life-supporting capacity of air, water, soil and ecosystems.

33. **ACCESS TO PREMISES**

- 33.1 If the Service Provider is permitted to use any Premises which are owned by a Service Recipient in connection with the provision of the Services, the Service Provider shall, if required by the Service Recipient to do so, enter into on or prior to the Commencement Date (or at a later date) at the Service Recipient's election either:
- 33.1.1 a licence to occupy on terms to be agreed by the Service Recipient and the Service Provider each acting reasonably; or
  - 33.1.2 a lease which is validly excluded from the provisions of sections 25-28 of the Landlord and Tenant Act 1954 on terms to be agreed by the Service Recipient and the Service Provider each acting reasonably.
- 33.2 The Service Provider acknowledges and agrees that if it is required to enter into a lease pursuant to **clause 33.1** it shall also enter such documents as are required by the Service Recipient to ensure that the lease is excluded from the provisions of the Landlord and Tenant Act 1954.
- 33.3 The relevant Service Recipient shall permit the Temporary Workers access to the Premises for the performance of their Assignment and in connection with the proper performance of each Call Off Contract.
- 33.4 The Service Provider shall procure that the Temporary Workers:
- 33.4.1 carry any identity passes issued to them by the Service Recipient at all relevant times and comply with the relevant Service Recipient's security procedures as may be notified by the relevant Service Recipient from time to time; and
  - 33.4.2 do not damage the Premises or any assets or equipment on the Premises or any assets or equipment of the Service Recipient.
- 33.5 Without prejudice to any of the other Service Recipient's other rights, powers or remedies, the Service Recipient may (without liability to the Service Provider) deny access to any Temporary Worker to, or remove any Temporary Worker from, any Premises if such Temporary Worker in the relevant Service Recipient's view does not comply with the relevant Service Recipient's requirements or has not been properly verified in accordance with the relevant Service Recipient's applicable security policy or trained in any way required by a Call Off Contract and/or is otherwise incompetent, negligent, and/or guilty of misconduct and/or who could be a danger to any person and shall notify the Service Provider of such denial or removal in writing. The Service Provider shall immediately remove such Temporary Workers and provide a suitable replacement(s) with the relevant Service Recipient's Hiring Manager's prior consent.
- 33.6 Subject to **clause 33.1**, The Service Provider acknowledges and agrees that nothing in a Call Off Contract will give the Service Provider exclusive possession of any part of the Premises nor is intended to create the relationship of landlord and tenant or otherwise grant any rights of occupation to the Service Provider or the Temporary Workers.
- 33.7 All rights of access granted to the Service Provider and Temporary Workers under each Call Off Contract will immediately cease upon expiry or termination of the Call Off Contract howsoever arising.

34. **SET-OFF**

Without prejudice to any other rights or remedies that the Service Recipient may have, the Service Recipient will be entitled but not obliged at any time or times to set off any liability of the Service Provider to the relevant Service Recipient against any liability of the relevant Service Recipient to the Service Provider. For the avoidance of doubt, the Service Recipient shall have the right to recover any amounts due and payable pursuant to the indemnities set out in this Service Recipient Specific Agreement from any Charges the Service Recipient



are required to pay to the Service Provider pursuant to this Service Recipient Specific Agreement.

**35. SERVICE RECIPIENTS' OPERATIONS AND REPUTATION**

35.1 The Service Provider shall (and shall ensure that the Secondary Supplier (or other authorised subcontractor) and the Temporary Workers and the potential Permanent Workers prior to Engagement shall):

35.1.1 take all reasonable care to ensure that the provision of the Services does not interfere with the operations of the Service Recipient; and

35.1.2 not take any action which might or shall:

35.1.2.1 harm or be prejudicial to the public confidence in the Service Recipient or to its public image; or

35.1.2.2 bring the Service Recipient into disrepute.

35.2 Without limiting **clause 35.1** above, the parties shall work together to endeavour to maintain the public image of the Service Recipient, where the provision, delivery or receipt of the Services may be part of (or may otherwise affect) that public image.

**36. SECURITY**

36.1 The Service Provider shall not (and shall ensure that the Lead Suppliers and Secondary Suppliers (and any other authorised subcontractors) and Temporary Workers and the potential Permanent Workers prior to Engagement shall not) do any act or make any omission, which has or could reasonably be expected to have an adverse impact upon the security of the business and operations of the Service Recipient.

36.2 The Service Provider shall comply (and shall ensure that the Lead Suppliers and Secondary Suppliers (and any other authorised subcontractors) and Temporary Workers and the potential Permanent Workers prior to Engagement shall comply) with the provisions of the Specification and the Service Recipient's standards, policies, procedures and regulations, regarding security including those differing standards and requirements that are applicable at each Premises.

36.3 The Service Provider will carry out all checks on Temporary Workers and potential Permanent Workers as required by the Specification.

36.4 The Service Provider shall, and shall procure that the Secondary Suppliers (and any other authorised subcontractors) shall, seek security clearance from the Service Recipient for:

36.4.1 Temporary Workers who are both proposed to be assigned or engaged in the delivery of the Services; and

36.4.2 a reasonable number of additional staff who would be available for call out at short notice to enable the day to day operation of the Services.

36.5 The Service Recipient shall be entitled at any time for security reasons to require the Service Provider by notice in writing not to appoint or to remove from the provision of the Services any Temporary Worker.

**37. IT SYSTEMS**

37.1 The Service Provider will provide the Service Recipient with all assistance and co-operation required by the Service Recipient in relation to the implementation and access of the Solution during the Term (including during the Implementation Period).

37.2 Without limiting any other terms or conditions of a Call Off Contract, the Service Provider shall not (and shall ensure that the Secondary Suppliers (and other authorised

subcontractors) and any Temporary Worker shall not) do anything which constitutes an offence under the Computer Misuse Act 1990.

**38. ASSISTANCE TO THE SERVICE RECIPIENTS**

38.1 Without limiting the provisions of the Specification or any other terms and conditions of a Call Off Contract, the Service Provider shall (and shall ensure that the Secondary Supplier (or other authorised subcontractor) and the Temporary Workers and the potential Permanent Workers prior to Engagement shall) provide to the Service Recipient such information, assistance, access, attendance of personnel and co-operation as the Service Recipient may reasonably require from time to time:

38.1.1 to enable the Service Recipient to meet their obligations to provide audited accounts, reports and returns pursuant to regulations, directions or guidance applicable to the Service Recipient or as required by external agencies;

38.1.2 to answer enquiries (including from government bodies, the general public, members or officials of the Service Recipient, Parliament and Members of Parliament, and third parties entitled to request or receive information from the Service Recipient); and

38.1.3 for any investigation by a relevant agency, body or ombudsman (and without limiting any other of the Service Recipient's rights or remedies, the Service Recipient shall be entitled to recover from the Service Provider any payment ordered or required to be paid by the Service Recipient under such investigation which arises because of a breach of a Call Off Contract or a negligent act or omission of the Service Provider, a Secondary Supplier (or other authorised subcontractor) or a Temporary Worker or potential Permanent Worker prior to Engagement).

38.2 The above information, assistance, access, attendance of personnel and co-operation shall be provided at no additional charge to the Service Recipient.

**39. MANAGEMENT INFORMATION**

39.1 The Service Provider shall throughout the Term provide to the Service Recipient (and upon the Service Recipient's request):

39.1.1 the Management Information in accordance with the provisions of **Schedule 8**; and

39.1.2 the reports listed in **Schedule 8** in accordance with the provision of **Schedule 8** and such other reports (in a format and within the timescales set by the Service Recipient) in respect of the Services as requested by the Service Recipient from time to time.

39.2 The Service Provider shall:

39.2.1 operate and maintain such systems so as to enable it to identify, process and track all requests from the Service Recipient and the supply of Temporary Workers and Permanent Workers to the Service Recipient at any time; and

39.2.2 provide the Service Recipient with such reports and records as requested by the Service Recipient from time to time detailing the status of a request or the supply of Temporary Workers or Permanent Workers.

39.3 The Service Provider will maintain a comprehensive, accurate and up to date database of Temporary Workers and potential Permanent Workers (including, for the avoidance of doubt, Temporary Workers or potential Permanent Workers of its Lead Suppliers, Secondary Suppliers and its other sub-contractors), including job/role descriptions, terms, benefits and payments.

39.4 The Service Provider shall make this information available to the Service Recipient within 2 Business Days of the Service Recipient's request together with such other information and assistance regarding Temporary Workers and Permanent Workers as the Service Recipient may reasonably require to enable the Service Recipient to maintain adequate visibility of the continuity, quality and performance of the Services, and (if required) to ensure a smooth transition and transfer to a Replacement Service Provider.

39.5 The Service Provider shall implement a system to monitor the quality of Temporary Workers and Permanent Workers provided to the Service Recipient and to facilitate feedback.

#### 40. **FORCE MAJEURE**

40.1 Neither Party shall be deemed to be in breach of this Service Recipient Specific Agreement and/or a Call Off Contract, or otherwise liable to the other Party in any manner whatsoever, for any failure or delay in performing its obligations under this Service Recipient Specific Agreement and/or a Call Off Contract to the extent that such failure or delay is due to a Force Majeure Event. If a Party is affected by a Force Majeure Event ("**Affected Party**"), it will:

40.1.1 give written notice to the other Party, specifying the nature and extent of the Force Majeure Event, immediately on becoming aware of the Force Majeure Event and will at all times use all reasonable endeavours to bring the Force Majeure Event to an end and, whilst the Force Majeure Event is continuing, to mitigate its severity including without limitation by operating the Disaster Recovery Plan; and

40.1.2 not be entitled to payment from the other Party in respect of extra costs and expenses incurred by virtue of the Force Majeure Event.

40.2 If a Force Majeure Event has continued for more than eight weeks from the date on which that Force Majeure Event first arose and is having a material adverse effect on the Affected Party's performance of its obligations under this Service Recipient Specific Agreement, then for as long as such Force Majeure Event continues and has that effect, the Party not affected by such Force Majeure Event ("**Innocent Party**") may terminate this Service Recipient Specific Agreement or the Call Off Contract (as relevant) immediately upon giving notice to the Affected Party. If this Service Recipient Specific Agreement and/or Call Off Contract is terminated in accordance with this **clause 40** then without prejudice to any rights and liabilities which accrued prior to termination the Affected Party shall not be liable to the Innocent Party by reason of such termination.

#### 41. **CRIME AND DISORDER ACT 1998**

The Service Provider acknowledges that the Service Recipient is under a duty in accordance with section 17 of the Crime and Disorder Act 1998:

41.1.1 to have due regard to the impact of crime, disorder and community safety in the exercise of the Service Recipient's duties;

41.1.2 where appropriate, to identify actions to reduce levels of crime and disorder; and

41.1.3 without prejudice to any other obligation imposed on the Service Recipient, to exercise its functions with due regard to the likely effect of the exercise of those functions on, and the need to do all that it reasonably can to prevent, crime and disorder in its area;

and in the performance of each Call Off Contract, the Service Provider will assist and co-operate with the Service Recipient, and will use reasonable endeavours to procure that its sub-contractors observe these duties and assists and co-operate with the Service Recipient where possible to enable the Service Recipient to satisfy its duty.

## 42. **PROTECTION OF PERSONAL DATA**

42.1 With respect to the Agreement Personal Data Processed in connection with this Service Recipient Specific Agreement and/or Call Off Contract, the Parties agree the following:

- 42.1.1 each Party shall be a separate, independent Controller under Data Protection Laws in relation to the recruitment of Permanent Workers and Temporary Workers as set out in **Part 1 of Appendix A** (as may be amended and or supplemented by a Call Off Contract from time to time) and the Parties shall comply with the provisions of **clause 42.2** and **clause 42.4** when acting as Controllers; and
- 42.1.2 that neither Party is a Data Processor on behalf of the other Party in furtherance of its obligations under this Service Recipient Specific Agreement and/or Call Off Contract, however in the event that is established at any time during this Service Recipient Specific Agreement that Personal Data is to be Processed by the Service Provider under this Agreement on behalf of the Service Recipient then the Service Provider shall, prior to any such Processing, immediately enter into a data processing agreement (subject to the Service Recipient receiving such information as required to comply with its obligations under the Data Protection Laws and being satisfied as to the measures implemented to protect the Agreement Personal Data processed by the Service Provider as a Processor) with the Service Recipient on reasonable terms to be determined by the Service Recipient to ensure full compliance with Data Protection Legislation and the Service Recipient's policies and processes in relation to the Processing of Personal Data.

## 42.2 **Controller Obligations**

- 42.2.1 When acting as a Controller as described in **clause 42.1.1** above, the Service Provider shall:
  - 42.2.1.1 comply with Data Protection Laws and shall not by its act or omission cause the Service Recipient to breach Data Protection Laws;
  - 42.2.1.2 Process the Agreement Personal Data solely for the purpose and to the extent set out in **Part 1 of Appendix A** (as may be amended and or supplemented by a Call Off Contract from time to time);
  - 42.2.1.3 subject to **clause 42.2.1.4**, provide its privacy notice to Data Subjects in accordance with Articles 13 or 14 of the GDPR;
  - 42.2.1.4 provide relevant Data Subjects with a copy of the Service Recipient's privacy notice (as provided by the Service Recipient to the Service Provider from time to time) prior to providing Agreement Personal Data relating to such Data Subjects to the Service Recipient and, on request, verify that such notice has been provided;
  - 42.2.1.5 have at all relevant times the right under the Data Protection Laws to provide Agreement Personal Data to the Service Recipient such that the Service Recipient can lawfully Process such Agreement Personal Data for the purposes anticipated by this Service Recipient Specific Contract and/or Call Off Contract in compliance with the Data Protection Laws;
  - 42.2.1.6 without prejudice to **clause 42.4.3** below, respond to, and deal promptly with, Subject Requests it receives in respect of Agreement Personal Data in accordance with Data Protection Laws;

- 42.2.1.7 promptly notify (and keep updated) the Service Recipient in the event of any actual or reasonably suspected Personal Data Security Breach or if it reasonably believes that any Processing of Agreement Personal Data under this Service Recipient Specific Contract and/or a Call Off Contract is not consistent with the requirements of Data Protection Laws, unless it is legally prohibited from doing so;
- 42.2.1.8 without prejudice to **clause 8** of the Framework Agreement and **clause 42.2.1.1** of this Service Recipient Specific Agreement, ensure that it complies with the Data Protection Laws before appointing any Processor to Process Agreement Personal Data; and
- 42.2.1.9 without prejudice to **clause 42.2.1.1**, ensure that it complies with the Data Protection Laws before permitting any Restricted Transfer.

#### 42.3 **Processor Obligations**

NOT USED

#### 42.4 **General Obligations**

42.4.1 NOT USED.

42.4.1.1 NOT USED.

42.4.2 The Service Provider will:

42.4.2.1 make available to the Service Recipient all information necessary to demonstrate compliance with the obligations as set out in this **clause 42** and any data processing agreement entered into between the Service Provider and the Service Recipient; and

42.4.2.2 NOT USED.

42.4.3 The Service Provider shall notify the Service Recipient within two (2) Business Days if it, or any Sub-Processor, receives:

42.4.3.1 NOT USED;

42.4.3.2 any communication from a Data Protection Supervisory Authority, any other regulatory authority or law enforcement authority in connection with Agreement Personal Data; or

42.4.3.3 NOT USED.

42.4.4 Where requested to do so by the Service Recipient, the Service Provider will assist the Service Recipient in carrying out a Data Protection Impact Assessment in accordance with guidance issued from time to time by the relevant Data Protection Supervisory Authority (and any relevant requirements detailed in Data Protection Laws).

42.4.5 The Service Provider shall keep all Agreement Personal Data confidential in accordance with the provisions of **clause 17**, provided that in the event and to the extent only of any conflict between this **clause 42** and **clause 17**, this **clause 42** will prevail.

42.4.6 The Service Provider shall:

42.4.6.1 NOT USED;

- 42.4.6.2 not Process Agreement Personal Data in such a way as to:
- (a) place the Service Recipient in breach of Data Protection Laws;
  - (b) expose the Service Recipient to the risk of actual or potential liability to a Data Protection Supervisory Authority or Data Subjects;
  - (c) expose the Service Recipient to reputational damage including adverse publicity; and

42.4.6.3 NOT USED.

42.4.7 Each Party shall ensure that it is lawfully entitled to share Agreement Personal Data with the other Party (the Recipient Party) for the purposes of allowing the Recipient Party to manage its relationship with each Temporary Worker.

42.4.8 Each Party shall nominate a single point of contact (except for the Metropolitan Police Services, for whom (i.) a single point of contact will apply in respect of notices and (ii.) multiple contacts, agreed in advance with the Metropolitan Police Service shall apply to queries or complaints) within its organisation who can be contacted in respect of notices, queries or complaints in relation to this Service Recipient Specific Agreement and/or a Call Off Contract and/or any data protection issues relating to Agreement Personal Data and each Party will keep the other Party informed of any changes to this single point of contact. As at the date of this Service Recipient Specific Agreement (and subject to changes to the single point of contact notified in writing by the relevant Party or the other Party from time to time), this person shall be:

42.4.8.1 the Service Recipient Contract Manager in respect of the Service Recipient; and

42.4.8.2 [REDACTED] for the Service Provider.

42.4.9 NOT USED.

42.4.10 Compliance by the Service Provider with this **clause 42** shall be without additional charge to the Service Recipient.

42.4.11 For the avoidance of doubt:

42.4.11.1 the indemnity in **clause 21** shall apply to any breach of **clause 42** and shall survive termination or expiry of the Service Recipient Specific Agreement; and

42.4.11.2 the Service Provider's liability in respect of any breach of this **clause 42** insofar as they relate to fines, court awards, settlements and legal costs shall be unlimited.

42.4.12 The Parties agree that, notwithstanding any other provisions of this Service Recipient Specific Agreement, in the event of any conflict in relation to the subject matter of this **clause 42** between this **clause 42** (including **Appendix A**) and the other clauses, Schedules and Appendices of this Service Recipient Specific Agreement, the terms of this **clause 42** (including **Appendix A**) shall prevail.

#### 43. **NATIONAL MINIMUM WAGE, LIVING WAGE AND LONDON LIVING WAGE**

43.1 The Service Provider acknowledges and agrees that the Service Recipient ensure that the (where applicable) the London Living Wage be paid to anyone engaged by the Service

Recipient who is required to discharge contractual obligations (whether as a direct contractor or a sub-contractor (of any tier) of that direct contractor) on the Service Recipient's estate.

43.2 Without prejudice to any other provision of this Call Off Contract, the Service Provider shall:

43.2.1 ensure that its employees and procure that the employees of the Lead Suppliers and the Secondary Suppliers engaged in the provision of the Services:

43.2.1.1 for two or more hours of work in any given day in a week, for eight or more consecutive weeks in a year; and

43.2.1.2 on a Service Recipient's estate including (without limitation) premises and land owned or occupied by the Service Recipient; and

43.2.1.3 be paid an hourly wage (or equivalent of an hourly wage) equivalent to or greater than the London Living Wage where the London Living Wage is applicable to such employees;

43.2.2 ensure that none of:

43.2.2.1 its employees; nor

43.2.2.2 the employees of its sub-contractors,

engaged in the provision of the Services be paid less than the amount to which they are entitled in their respective contracts of employment;

43.2.3 provide to the Service Recipient such information concerning the London Living Wage as the Service Recipient or its nominees may reasonably require from time to time, including (without limitation):

43.2.3.1 all information necessary for the Service Recipient to confirm that the Service Provider is complying with its obligations under this **clause 43**; and

43.2.3.2 reasonable evidence that this **clause 43** has been implemented.

43.2.4 disseminate on behalf of the Service Recipient to:

43.2.4.1 its employees; and

43.2.4.2 the employees of its sub-contractors;

engaged in the provision of the Services such perception questionnaires as the Service Recipient may reasonably require from time to time and promptly collate and return to the Service Recipient responses to such questionnaires; and

43.2.5 cooperate and provide all reasonable assistance in monitoring the effect of the London Living Wage including (without limitation):

43.2.5.1 allowing the Service Recipient and/or the CCSL to contact and meet with the Service Provider's employees and any trade unions representing the Service Provider's employees;

43.2.5.2 procuring that the Service Provider's sub-contractors allow the Service Recipient and/or the CCSL to contact and meet with the subcontractors' employees and any trade unions representing the sub-contractors' employees,

in order to establish that the obligations in this **clause 43** have been complied with.

43.3 For the avoidance of doubt the Service Provider shall:

43.3.1 implement the annual increase in the rate of the London Living Wage; and

43.3.2 procure that its sub-contractors implement the annual increase in the rate of the London Living Wage,

on or before 1 April in the year following the publication of the increased rate of the London Living Wage.

43.4 The Service Recipient reserves the right to audit (acting by itself or its nominee(s)) the provision of the London Living Wage to the Service Provider's staff and the staff of its Sub-contractors.

43.5 Without limiting the Service Recipient's rights under any other termination provision in this Call Off Contract, the Service Provider shall remedy any breach of the provisions of this **clause 43** within four weeks' notice of the same from the Service Recipient (the "**Notice Period**"). If the Service Provider remains in breach of the provisions of this **clause 43** following the Notice Period, the Service Recipient may by written notice to the Service Provider immediately terminate this Service Recipient Specific Agreement.

#### 44. **DISPUTE RESOLUTION**

The Service Recipient and the Service Provider shall use reasonable endeavours to negotiate in good faith and settle any dispute or difference that may arise out of or relate to a Call Off Contract ("**Dispute**") in accordance with **Schedule 14** before resorting to litigation.

#### 45. **DISASTER RECOVERY**

45.1 The Service Provider will ensure that at all times that the Disaster Recovery Plan is adequate, at the least, to minimise the effect of any Disaster.

45.2 The Disaster Recovery Plan will be tested in accordance with the provisions of **Schedule 13**. It will be deemed to be adjusted as necessary to take into account any change to the Services made in accordance with **clause 9** or as otherwise agreed by the Parties in writing.

45.3 In the event of a Disaster affecting either the Service Provider or the Service Recipient, the Service Provider will immediately implement the Disaster Recovery Plan and will continue to provide those elements of the Services which are not affected by the Disaster to the Service Recipient in accordance with the provisions of this Service Recipient Specific Agreement. In respect of any part of the Services which are affected by the Disaster, the Service Provider will comply with the Disaster Recovery Plan, the rest of this **clause 45** and this Service Recipient Specific Agreement.

#### 46. **SURVIVAL**

The provisions of **clauses 1, 5.1.2, 5.2, 7.5, 8, 9.6, 12.5, 14, 15.1.2, 17.20, 20, 21, 23.4, 24, 25, 26, 27, 28.6, 28.7, 28.9, 29.4, 33.7, 42.4.11, 46, 47, 48, 49, 50, 51, 52, 53 and 59.2.4 and Schedules 2, 9, 14, 15 and 19** (inclusive) and any other Clauses or Schedules that are necessary to give effect to those Clauses shall survive termination or expiry of this Service Recipient Specific Agreement or any Call Off Contract. In addition, any other provision of this Service Recipient Specific Agreement which by its nature or implication is required to survive the termination or expiry of this Service Recipient Specific Agreement or any Call Off Contract shall do so.



47. **NON-WAIVER OF RIGHTS**

No waiver of any of the provisions of this Service Recipient Specific Agreement or any Call Off Contract is effective unless it is expressly stated to be a waiver and communicated to the other Party in writing in accordance with the provisions of **clause 49**. The single or partial exercise of any right, power or remedy under this Service Recipient Specific Agreement or any Call Off Contract shall not in any circumstances preclude any other or further exercise of it or the exercise of any other such right, power or remedy.

48. **ILLEGALITY AND SEVERABILITY**

48.1 If any term of this Service Recipient Specific Agreement (including the Call Off Terms) is found by any court or body or authority of competent jurisdiction to be illegal, unlawful, void or unenforceable, such term will be deemed to be severed from this Service Recipient Specific Agreement or any Call Off Contract (as the case may be) and this will not affect:

48.1.1 the remainder of this Service Recipient Specific Agreement;

48.1.2 if the severed term is within any of the Call Off Terms, the remainder of any affected Call Off Contracts or all other Call Off Contracts which do not contain the term to be severed,

which will, in each case, continue in full force and effect. In this event the Service Recipient and the Service Provider will agree a valid and enforceable term to replace the severed term which, to the maximum extent possible, achieves the parties' original commercial intention and has the same economic effect as the severed term.

49. **NOTICES**

49.1 Any notice, demand or communication under or in connection with this Service Recipient Specific Agreement or any Call Off Contract will be in writing and may be delivered by hand, post or facsimile addressed to the recipient at the address stated in **Schedule 3** or any other address (including a facsimile number) notified to the other party in writing in accordance with this **clause 49** as an address to which notices, invoices and other documents may be sent.

49.2 The notice, demand or communication will be deemed to have been duly served:

49.2.1 if delivered by hand, at the time of delivery;

49.2.2 if delivered by post, 48 hours after being posted or in the case of Airmail 14 days (excluding Saturdays, Sundays and public holidays) after being posted; or

49.2.3 if delivered by facsimile, at the time of transmission, provided that a confirming copy is sent by first class post to the other party within 24 hours after transmission;

provided that, where in the case of delivery by hand or transmission by facsimile, such delivery or transmission occurs either after 04.00 on a Business Day, or on a day other than a Business Day, service will be deemed to occur at 09.00 on the next following Business Day (such times being local time at the address of the recipient).

50. **ENTIRE AGREEMENT**

50.1 Subject to **clause 50.2**:

50.1.1 this Service Recipient Specific Agreement, the Call Off Contracts and all documents referred to in this Service Recipient Specific Agreement and the Call Off Contracts respectively, contain all of the terms which the Parties have agreed relating to the subject matter of this Service Recipient Specific Agreement and the Call Off Contracts and such documents and supersede

and extinguish any prior drafts, agreements, undertakings, representations, warranties and arrangements of any nature whatsoever, whether or not in writing relating to the provision of the Services. Neither Party has been induced to enter into this Service Recipient Specific Agreement or any Call Off Contract by a statement which it does not contain; and

- 50.1.2 without prejudice to the Service Provider's obligations under this Service Recipient Specific Agreement and each Call Off Contract, the Service Provider is responsible for and shall make no claim against the Service Recipient in respect of any misunderstanding affecting the basis of the Service Provider's tender in respect of this Service Recipient Specific Agreement or any incorrect or incomplete information howsoever obtained.

- 50.2 Nothing in this **clause 50** excludes any liability which one Party would otherwise have in respect of any statement it has made fraudulently to the other Party.

## 51. **RELATIONSHIP OF THE PARTIES**

Nothing in this Service Recipient Specific Agreement or in any Call Off Contract constitutes, or shall be deemed to constitute, a partnership between the Service Recipient and the Service Provider or a relationship or employer and employee or principal and agent. Except as expressly provided in this Service Recipient Specific Agreement or in any Call Off Contract, a Service Recipient and Service Provider shall not be deemed to be agents of each other, nor shall a Service Recipient or Service Provider hold itself out as the agent of the other.

## 52. **FURTHER ASSURANCE**

The Service Provider and the Service Recipient will do or procure the doing of all acts and things and execute or procure the execution of all such documents as the other parties reasonably considers necessary to give full effect to the provisions of this Service Recipient Specific Agreement and each Call Off Contract.

## 53. **GOVERNING LAW**

This Service Recipient Specific Agreement and each Call Off Contract shall be governed by and construed in accordance with the law of England and Wales. Without prejudice to **clause 44**, the courts of England will have exclusive jurisdiction to settle any dispute which may arise out of or in connection with this Service Recipient Specific Agreement and each Call Off Contract provided that the Service Recipient has the right in its absolute discretion to enforce a judgment and/or to take proceedings in any other jurisdiction in which the Service Provider is incorporated or in which any assets of the Service Provider may be situated. The Parties agree irrevocably to submit to that jurisdiction.

## **Part 2 Call Off Terms**

### **54. CALL OFF TERMS**

54.1 The terms and conditions contained in this **Part 2** of this Service Recipient Specific Agreement apply to each Call Off Contract and comprise part of the Call Off Terms.

54.2 The Call Off Terms and the other terms of a Call Off Contract:

54.2.1 apply to the provision of the Services to the exclusion of any other terms that the Service Provider or any person performing the Service Provider's obligations on its behalf or as the Service Provider's contractor seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing; and

54.2.2 will supersede any existing contract for the provision of the same Services made between the Service Recipient and the Service Provider.

54.3 The Service Provider will perform all obligations under each Call Off Contract, in accordance with the terms and conditions of the Call Off Contract.

54.4 References to a "**party**" or to the "**parties**" in this **Part 2** of this Service Recipient Specific Agreement mean the Service Provider and the relevant Service Recipient who is a party to the Call Off Contract as formed under the relevant Service Recipient Specific Agreement.

### **55. GENERAL OBLIGATIONS CONCERNING THE SERVICES**

55.1 The Service Provider shall supply Temporary Workers and Permanent Workers to the Service Recipient in accordance with the Specification including the Requisition Procedures and in accordance with such other requirements of the Service Recipient from time to time.

55.2 The Service Provider shall be responsible for the engagement of Temporary Workers or the supply of Temporary Workers through the Secondary Suppliers or other sub-contractors in accordance with **clause 8** of the Framework Agreement.

55.3 The Service Provider shall ensure that the Temporary Workers are contractually obliged, through the inclusion of appropriate terms in the Service Provider's agreement with each Temporary Worker, or through the procuring of the inclusion of appropriate terms in each Secondary Supplier's terms with that Secondary Supplier's Temporary Workers, to:

55.3.1 comply at all times with all relevant statutes, laws, regulations and codes of practice from time to time in force and applicable to the relevant Service Recipient's business and operation;

55.3.2 perform their Assignment with all due skill, care and diligence and in accordance with good industry practices and at all times in an honest and professional manner;

55.3.3 if required by a Service Recipient, enter into a confidentiality agreement with the Service Recipient on terms and in a form acceptable to the relevant Service Recipient; and

55.3.4 comply with the relevant Service Recipient's working practices and requirements, including policies usually supplied to the relevant Service Recipient's employees relating to health and safety, security, business and operational ethics, drugs and alcohol and personal conduct and any other on site regulations specified by the relevant Service Recipient for personnel working at the Premises or accessing any computer systems, including policies for email and internet use,

and the Service Provider shall ensure that the Temporary Workers are:

- 55.3.5 properly briefed about their Assignment and advised of the correct address and times for attendance to work and the relevant department and contact at the relevant Service Recipient, including the appropriate reporting lines, their duties, expected length of an Assignment, pay rates and any required safety equipment.
- 55.4 The Service Provider shall:
- 55.4.1 where the Temporary Worker is required by law, or any professional body to have any qualifications or authorisations to work on the Assignment, the Service Provider shall obtain and provide to the Service Recipient copies of any relevant qualifications or authorisations of the Temporary Worker and shall use all reasonable endeavours to authenticate the qualifications and authorisations as genuine, valid and, in the case of authorisations, in force;
  - 55.4.2 use all reasonable endeavours to ensure that any Temporary Workers supplied by it to the Service Recipients act in compliance with the provisions of regulation 4 of the Working Time Regulations 1998 in relation to their working hours;
  - 55.4.3 observe all reasonable directions and instructions given by the Service Recipient in relation to the finding, evaluation and selection of Temporary Workers and Permanent Workers; and
  - 55.4.4 be available to the Service Recipient upon reasonable request for the purposes of consultation and advice relating to the Services and the Temporary Workers and Permanent Workers from time to time.
- 55.5 The Service Provider shall, and shall procure that all sub-contractors (including the Secondary Suppliers) shall, at all times comply with the provisions of **Schedule 11** regarding Diversity, Equality and Inclusion.
- 55.6 The Service Recipients reserve the right to change the criteria for Temporary Workers and/or Permanent Workers as notified to the Service Provider or as otherwise set out in this **clause 55** in line with any changes in applicable legislation, regulations or codes of practice from time to time at no cost to the Service Recipients.
- 55.7 Notwithstanding any other provision of a Call Off Contract, the Service Provider shall perform its obligations under each Call Off Contract in accordance with the response times set out in the Specification.
- 55.8 The Service Provider shall immediately notify the relevant Service Recipient if the Service Provider is at any time unable to supply Temporary Workers requested by the relevant Service Recipient pursuant to a Call Off Contract. Nothing in this **clause 55.8** shall relieve the Service Provider of its obligations under a Call Off Contract or otherwise prejudice the rights and remedies of the Service Recipient.
- 55.9 The Service Provider shall not (and does not have any authority to) enter into a contract with a Temporary Worker on behalf of a Service Recipient or in the Service Recipient's name.
- 55.10 The Service Provider shall not have any authority to enter into a contract of employment with a Permanent Worker on the Service Recipient's behalf. The Service Provider acknowledges that any Engagement shall be by the relevant Service Recipient and upon the relevant Service Recipient's conditions of employment.
- 55.11 The Service Provider agrees to ensure that Temporary Workers pay appropriate income tax and NICs to the United Kingdom HM Revenue and Customs and in particular that Temporary Workers are not engaged directly or indirectly through any structures intended to avoid this commitment including without limitation through any overseas intermediaries. The Service Provider will promptly adhere to all guidance and instruction provided by the Service

Recipient in this regard and will immediately withdraw and replace any Temporary Worker working for the Service Recipient who contravenes this provision.

56. **CHARGES AND PAYMENT**

- 56.1 The Charges will be calculated in accordance with **Schedule 7**.

**SERVICES - PROVISION OF TEMPORARY WORKERS**

57. **RECRUITMENT OF TEMPORARY WORKERS**

- 57.1 Subject to **clause 57.2** a Permanent Fee will be payable where a Temporary Worker is Engaged (other than upon the termination or expiry of this Call Off Contract) within the Restricted Period.

- 57.2 If a Temporary Worker has been introduced to the Service Recipient for a permanent position by a person other than the Service Provider, the Service Recipient shall not be obliged to pay to the Service Provider any Permanent Fee in respect of the employment of such Temporary Worker. For the avoidance of doubt, where a Temporary Worker applies directly to the Service Recipient in response to an advertised vacancy (either internally/externally advertised), then no Permanent Fee shall be due to the Service Provider. The Service Recipient will provide, within a reasonable period of request, evidence of advertising arrangements and applications to the Service Provider.

- 57.3 The Service Provider shall invoice the Service Recipient for any Permanent Fee due to the Service Provider after the commencement of direct employment of the Temporary Worker and in accordance with the timescales set out in **Schedule 7**. Payment of the Permanent Fee shall be in accordance with **Schedule 7**.

- 57.4 For the avoidance of doubt, no fee shall be payable by the Service Recipient in the event that a Temporary Worker chooses to cease working for the Service Provider and to work for:

- 57.4.1 for the Service Recipient through any another agent, agency or employment business;
- 57.4.2 any other Service Recipient; or
- 57.4.3 any other Functional Body which is not a Service Recipient; or
- 57.4.4 any other third party,

either during the Term of this Call Off Contract or on or after termination or expiry of this Call Off Contract.

58. **REMUNERATION OF TEMPORARY WORKERS**

- 58.1 The Service Provider shall pay, or shall procure that the Secondary Supplier (or any other sub-contractor) pays, each Temporary Worker for the performance of an Assignment, including without limitation, the payment of any fees or hourly rates and any other payments and disbursements to which the Temporary Worker is entitled to, including but not limited to any holiday pay and any sick pay.

- 58.2 The Service Provider shall, or shall procure that the Secondary Supplier (or any other sub-contractor) shall:

- 58.2.1 make deductions and accounts to HM Revenue & Customs for PAYE income tax and any other tax and levies (which shall include, but not be limited to, Apprenticeship Levy) due in respect of the remuneration of each Temporary Worker; and

- 58.2.2 make deductions and account for all necessary NICs relevant to the remuneration of each Temporary Worker.
- 58.3 Where the Service Provider is not responsible for deducting and paying the NICs, income tax and other taxes and levies in respect of persons supplied to a Service Recipient by the Service Provider and the Service Provider becomes aware that the Secondary Supplier who is responsible for doing this is not making such deduction and payments or otherwise becomes aware that a Secondary Supplier has not been complying with any other statutory requirements and regulations relating to the supply of labour, the Service Provider shall inform the Service Recipient as soon as reasonably practicable after it becomes aware of such non-payment or non-compliance.
- 58.4 Upon request, the Service Provider shall inform the Service Recipient of the rate that the Service Provider, or the Secondary Supplier (or any other sub-contractor), is paying to the Temporary Worker. The Service Provider shall provide, or procure the provision of, such additional evidence to allow the Service Recipient to verify the rates paid to Temporary Workers as the Service Recipient may reasonably request.
- 58.5 The Service Provider shall not, and shall procure that the Secondary Suppliers (and any other sub-contractors) shall not, withhold any payment due to a Temporary Worker because of any failure by a Service Recipient to pay the Service Provider.
- 58.6 For the avoidance of doubt, the Service Recipient shall have no liability to any sub-contractor arising out of or in connection with the supply of Temporary Workers, including in respect of payments due to any sub-contractor or supplier.
- 58.7 For the avoidance of doubt, all Temporary Workers shall be paid weekly by the Service Provider, its Lead Suppliers and its Secondary Suppliers. The Service Provider will make all payments due to Temporary Workers in full and on time, regardless of whether or not the Service Provider's systems are functioning or not.
59. **REPLACEMENT OF TEMPORARY WORKERS AND NOTICE PERIODS**
- 59.1 Subject to **clause 59.2**, the default notice periods ("**Notice Periods**") that must be served for the termination of an Assignment will be:
- 59.1.1 one (1) week from the point that the Service Provider was notified, for the serving of notice by the Temporary Worker; and
- 59.1.2 one (1) week from the point that the Service Provider was notified, for the serving of notice by the Service Recipient,
- each way, except for IT Temporary Workers where the notice period that must be served for an Assignment will be:
- 59.1.3 two (2) weeks from the point that the Service Provider was notified, for the serving of notice by the Service Recipient; and
- 59.1.4 four (4) weeks from the point that the Service Provider was notified, for the serving of notice by the Temporary Worker,
- and alternative notice periods may be agreed during the Implementation Period for the Service Recipient or instructed by a Service Recipient's Hiring Manager and implemented by the Service Provider at any time.
- 59.2 Without prejudice to any other rights and remedies of the Service Recipient, if:
- 59.2.1 the Service Recipient, in its absolute discretion, decides that a Temporary Worker is unsatisfactory to perform an Assignment; or

- 59.2.2 a Temporary Worker is not acting in accordance with the terms of this Call Off Contract, the Assignment or the requirements of the Service Recipient; or
- 59.2.3 a Temporary Worker fails to report to the relevant Service Recipient on the start date and at the start time of their Assignment,

in each case an “**Unsuitable Temporary Worker**”, and within four (4) hours of the Temporary Worker commencing their Assignment, the Service Recipient notifies the Service Provider of that fact detailing the grounds of its dissatisfaction with the Unsuitable Temporary Worker (“**Dissatisfaction Notice**”) and requiring the Service Provider to provide a suitable replacement within the period set out in the Dissatisfaction Notice (“**Notice Period**”) then:

- 59.2.4 the Service Provider will be responsible for the re-deployment or discipline of any Unsuitable Temporary Worker in accordance with all applicable statutory procedures and shall indemnify and keep the Service Recipient indemnified in respect of any claims arising out of or in connection with the re-deployment or discipline of an Unsuitable Temporary Worker; and
- 59.2.5 without prejudice to the Service Recipient’s other rights and remedies under this Call Off Contract or otherwise, the Service Provider shall within the Notice Period either:
  - 59.2.5.1 provide a suitable replacement for the Unsuitable Temporary Worker (at the same or a lower cost as the Unsuitable Temporary Worker) at no additional cost to the Service Recipient; or
  - 59.2.5.2 if no such suitable replacement is available, inform the Service Recipient in writing of that fact, in which case the Service Recipient:
    - (a) shall not be charged for, or shall be entitled to a pro rata refund of all fees paid in relation to, the Unsuitable Temporary Worker; and
    - (b) shall have no further liability in relation to the Unsuitable Temporary Worker.

- 59.3 The Service Provider acknowledge and agrees that at any point the Service Recipient may require a Temporary Worker to leave its Premises or cease using its IT systems whilst on Assignment pending further investigation.
- 59.4 If more than one Dissatisfaction Notice is served on the Service Provider in relation to a particular Assignment, the Service Recipient shall (in its absolute discretion and without prejudice to the Service Recipient’s other rights and remedies under this Call Off Contract or otherwise) be entitled to terminate such Assignment with immediate effect without liability to the Service Provider, save for payment for the supply of suitable Temporary Workers to the date of termination of the Assignment provided that and to the extent that such Temporary Workers have performed in accordance with the terms of a Call Off Contract and the Service Recipient’s requirements.
- 59.5 If a Temporary Worker becomes unavailable by reason of illness or injury or otherwise during the period of their Assignment to the Service Recipient, then without prejudice to the Service Recipient’s other rights and remedies under the Call Off Contract or otherwise the Service Provider, as soon as it becomes aware of such unavailability, shall immediately inform and keep so informed the appropriate Service Recipient’s Hiring Manager and shall, if required by the Service Recipient, provide an equivalent replacement Temporary Worker, having first obtained the Hiring Manager’s written consent to the new Temporary Worker.
- 59.6 Subject to **clause 59.5**, the Service Provider agrees not to remove any Temporary Worker from providing services to a Service Recipient until and unless:

- 59.6.1 for whatever reason, the Hiring Manager requests a replacement Temporary Worker and provides prior written approval of the replacement Temporary Worker; or
  - 59.6.2 for whatever reason, the Service Recipient no longer needs the services of the Temporary Worker.
- 59.7 The Service Provider shall immediately notify the Service Recipient if any of the information provided to the Service Recipient by the Service Provider in respect of a Temporary Worker is or becomes incorrect or inaccurate. Where the Service Recipient considers, in its absolute discretion, that the inaccuracy means the Temporary Worker is unsuitable to perform the Assignment in accordance with the terms of this Call Off Contract and the Service Recipient's requirements, the Service Provider shall provide an equivalent replacement Temporary Worker, having first obtained the Hiring Manager's written consent to the new Temporary Worker.
- 59.8 Nothing in this **clause 59** prejudices the Service Recipients' rights to terminate an Assignment or its Engagement of a Temporary Worker.
- 60. **SOURCING OF PERMANENT WORKERS**

The Service Recipient shall notify the Service Provider of the Engagement of a Permanent Worker Introduced solely and directly by the Service Provider and the Fees relating to such Engagement will become due and payable to the Service Provider in accordance with **Schedule 7**.
- 61. **GUARANTEE PERIOD FOR PERMANENT WORKERS**
  - 61.1 Subject to **clause 61.2**, if the Engagement of a Permanent Worker is terminated by the relevant Service Recipient or the Permanent Worker terminates such Engagement under its own volition within the period of 26 weeks from the commencement of the Engagement, the Service Provider shall, at the relevant Service Recipient's instruction:
    - 61.1.1 offer a replacement and provide a shortlist of suitable replacements within ten days from being notified (for no additional fee); or
    - 61.1.2 repay the Charges as detailed in **Schedule 7** on the following pro-rata basis:
      - 61.1.2.1 0 - 6 weeks - 100% repaid
      - 61.1.2.2 7 - 14 weeks - 75% repaid
      - 61.1.2.3 15 - 26 weeks - 50% repaid

If the Services Recipient instructs the Service Provider to carry out the action set out at **clause 61.1.1**, but a suitable replacement is not provided by the Service Recipient within 5 Business Days, then the Service Provider will repay the Charges in accordance with **clause 61.1.2** with such pro-rata refund to apply from the point at which the original Permeant Worker left the employment of the Service Recipient.
  - 61.2 The Service Provider shall not be liable to re-pay the Service Recipient in accordance with **clause 61.1.2** or find a replacement Permanent Worker if the termination of an Engagement occurs after 26 weeks from commencement of the Engagement.
- 62. **TERMINATION OF CALL OFF CONTRACT**
  - 62.1 Without prejudice to the Service Recipient's right to terminate at common law, the Service Recipient may terminate a Call Off Contract immediately upon giving notice to the Service Provider if the Service Provider:
    - 62.1.1 has committed any material or persistent breach of the Call Off Contract and in the case of such a breach that is capable of remedy fails to remedy that



breach within ten (10) Business Days (or such other timeframe as specified in writing by the Service Recipient) from the date of written notice to the Service Provider giving details of the breach and requiring it to be remedied;

62.1.2 is subject to an Insolvency Event;

62.1.3 is prevented, restricted or prohibited from carrying out the Services for whatever reason.

62.2 The Service Recipient may terminate a Call Off Contract immediately upon giving notice to the Service Provider if the Service Recipient becomes responsible for paying any Employment Taxes and employer's NICs and, if applicable, Apprenticeship Levy in respect of a Temporary Worker through no fault of its own.

62.3 The Service Recipient may terminate a Call Off Contract at any time without cause subject to giving the Service Provider written notice of termination.

**SIGNED BY** or on behalf of the parties on the date stated at the beginning of this Service Recipient Specific Agreement.

[INSERT EXECUTION BLOCK FOR SERVICE RECIPIENT]

[INSERT EXECUTION BLOCK FOR SERVICE PROVIDER]

## APPENDIX A TO SERVICE PROVIDER SPECIFIC AGREEMENT

### AGREEMENT PERSONAL DATA

#### Part 1 – Service Provider as Controller

<b>Subject matter of Processing</b>	The provision of Recruitment Services
<b>Duration of Processing</b>	For the length of the contract plus seven years.
<b>Nature of Processing</b>	Processing personal data of the data subjects for recruitment and employment purposes, including collection, recording, organisation, structuring, storage, alteration, retrieval, consultation, use, disclosure, dissemination, restriction, erasure or destruction.
<b>Purpose of Processing</b>	To provide services to supply contingent labour
<b>Type of Personal Data</b>	<p>Name, date of birth, NI number, telephone number, images, address, email address.</p> <p>Applicant information including CV data, previous employment, qualifications, pre-employment checks including right to work.</p> <p>Information relating to employment including attendance, absence, performance, disciplinary, grievance, pay and financial data and dismissal.</p> <p>Special category data including racial or ethnic origin, religious or philosophical beliefs, Health or medical data, sexual orientation. Criminal convictions or offences.</p>
<b>Categories of Data Subject</b>	Job applicants, employees and contingent workers. Third parties associated with the applicants, employees and contingent workers, including referees, dependents and next of kin.

#### Part 2 – Supplier as Processor

N/A

#### Part 3 – Security Measures

See Schedule 19.

## SCHEDULE 2

### Definitions

#### 1. DEFINITIONS AND INTERPRETATION

1.1 In this Framework Agreement and in each Service Recipient Specific Agreement and each Call Off Contract the following words and expressions have the following meanings:

<b>"Additional Service Recipients"</b>	(a) London Fire Brigade; (b) London Ambulance Service (c) Metropolitan Police Service; (d) National Crime Agency; and (e) British Transport Police
<b>"Agreement Information"</b>	means: (a) the Framework Agreement in its entirety (including from time to time agreed changes to the Framework Agreement); and (b) the relevant Service Recipient Specific Agreement; and (c) data extracted from the invoices submitted pursuant to the relevant Service Recipient Specific Agreement which shall consist of the Service Provider's name, the expenditure account code, the expenditure account code description, the SAP document number, the clearing date and the invoice amount
<b>"Agreement Managers"</b>	means together the Service Provider Head Agreement Manager and the Authority Head Agreement Manager
<b>"Agreement Personal Data"</b>	means Personal Data which is to be Processed under a data processing agreement entered into under a Service Recipient Specific Agreement, and as may be supplemented and/or amended by a Call Off Contract from time to time
<b>"Anti-Slavery Laws"</b>	any and all laws anywhere in the world which relate to anti-slavery or servitude, anti-forced or compulsory labour and/or anti-human trafficking, including the Modern Slavery Act 2015
<b>"Applicant"</b>	an individual who has applied for a role at a Service Recipient
<b>"Assignment"</b>	the work or services to be carried out by a Temporary Worker for a Service Recipient under the terms of a Call Off Contract

<b>"Authorised Users"</b>	has the meaning given to it in <b>clause 7.2.2 of Schedule 1</b>
<b>"Authority Head Agreement Manager"</b>	the person named as such in <b>Schedule 3</b> and referred to in <b>clause 10</b>
<b>"AWR"</b>	the Agency Workers Regulations 2010
<b>"Basic Remuneration"</b>	in respect of any Permanent Worker or Temporary Worker, the basic annual salary following their Engagement or where there is no salary the basic rate of pay multiplied by the basic number of hours over a 12 month period, but in either case excluding all benefits in kind, bonuses, commissions or other form of variable remuneration
<b>"Business Day"</b>	any day excluding Saturdays, Sundays or public or bank holidays in England
<b>"Call Off Contract"</b>	a contract for the supply of services described in or referred to in <b>Schedule 5</b> by the Service Provider formed in accordance with <b>clause 3 of Schedule 1</b> and incorporating (i.) the Requisition and (ii.) the Call Off Terms
<b>"Call Off Terms"</b>	the terms and conditions which, together with the terms of the relevant Requisition, apply to each Call Off Contract as set out in <b>clause 1.8 of Schedule 1</b>
<b>"Candidate"</b>	any person (including any person employed by a limited company contractor) introduced by the Service Provider to a Service Recipient for consideration for a role under the terms of a Call Off Contract
<b>"Category" or "Categories"</b>	the categories of role types and employment categories as set out in <b>Appendix 3</b>
<b>"CCSL"</b>	the Centre for Civil Society Limited or any relevant replacement organisation as notified by the Authority from time to time
<b>"CEST"</b>	the Check Employment Status for Tax administered by HMRC
<b>"CFA Offence"</b>	an offence under section 45 or section 46 of the Criminal Finances Act 2017
<b>"Charges"</b>	the charges payable by the individual Service Recipients, in consideration of the due and proper performance of the Services in accordance with the Service Recipient Specific Agreement and the relevant Call Off Contract, as specified in or calculated in accordance with <b>Schedule 7</b>
<b>"Commencement Date"</b>	the date for commencement of this Framework Agreement specified in <b>Schedule 3</b>
<b>"Computer Misuse Act"</b>	the Computer Misuse Act 1990
<b>"Confidential Information"</b>	all information (whether written or verbal) that by its nature may reasonably be regarded as confidential to

	the Service Provider or the Service Recipient whether commercial, financial, technical or otherwise including information which relates to the operations, business affairs, customers, suppliers, products, software, telecommunications, networks, trade secrets, know-how or personnel of the Service Provider or the Service Recipient
<b>"Contractor"</b>	means a Temporary Worker whose services are supplied through an Intermediary
<b>"Counter Terrorist Check"</b>	has the meaning given to it in the Specification
<b>"Data Protection Impact Assessment"</b>	an assessment by the Controller of the impact of the envisaged Processing on the protection of Agreement Personal Data
<b>"Data Protection Laws"</b>	means all applicable laws relating to data protection, the processing of personal data, privacy and/or electronic communications in force from time to time; and references to <b>"Controller"</b> , <b>"Data Subjects"</b> , <b>"Personal Data"</b> and <b>"Processor"</b> have the meanings set out in and will be interpreted in accordance with such laws
<b>"Data Protection Supervisory Authority"</b>	any regulatory authority responsible for the enforcement, regulation or governance of any Data Protection Laws and any replacement or successor body or person for any such authority from time to time
<b>"Deemed Employee"</b>	means a Contractor whose engagement with a Service Recipient falls within section 61M(1)(d) of ITEPA
<b>"Direct Worker"</b>	A Temporary Worker who is sourced by a Service Recipient, applies directly for a role or registers interest in a Category or area of work directly with a Service Recipient
<b>"Disaster Recovery Plan"</b>	the Service Provider's plan for its emergency response, back up procedures and business continuity in the event of a Disaster, details of which are set out in <b>Schedule 13</b>
<b>"Disaster"</b>	any unplanned interruption (whether of information processing facilities or systems or otherwise) which significantly impairs the ability of the Service Provider to perform the Services (in whole or in part) to the standard of the Key Performance Indicators and/or in accordance with the other terms of a Call Off Contract
<b>"Display Screen Equipment Regulations"</b>	The Health and Safety (Display Screen Equipment) Regulations 1992
<b>"Dissatisfaction Notice"</b>	shall have the meaning set out in <b>clause 59.2 of Schedule 1</b>
<b>"Employment Claims and Liabilities"</b>	all losses, damages, costs, actions, awards, penalties, fines, proceedings, claims, demands, liabilities (including without limitation any liability to tax and any liability to pay a redundancy payment, whether

	statutory or contractual), and expenses (including, without limitation, legal and other professional fees and expenses) in connection with employment or termination of employment
<b>"Employment Taxes"</b>	means income tax, National Insurance Contributions, Apprenticeship Levy and any interest and penalties in respect of the same
<b>"Engagement"</b>	the employment of a Permanent Worker by a Service Recipient, and ' <b>Engage</b> ' and ' <b>Engaged</b> ' shall be construed accordingly
<b>"Event"</b>	an act, event, omission or circumstance
<b>"Existing Service Providers"</b>	means providers of services the same as or similar to the Services immediately before the Commencement Date
<b>"Exit Strategy"</b>	the exit plan set out in <b>Schedule 15</b> for the orderly handover of the Services from the Service Provider to the individual Service Recipients or their Replacement Service Providers, to be implemented in the event of the termination or expiry of each Service Recipient Specific Agreement howsoever arising
<b>"Facilitation of Tax Evasion Offence"</b>	means a UK tax evasion offence or a foreign tax evasion facilitation offence, as those terms are defined in the Criminal Finances Act 2017
<b>"Fee Payer"</b>	has the meaning given to it in IR35
<b>"Financial Probity Check"</b>	the check as set out in the Specification
<b>"FOI Legislation"</b>	the Freedom of Information Act 2000 and any subordinate legislation (as defined in Section 84 of the Freedom of Information Act) made under the Freedom of Information Act 2000 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 act
<b>"Force Majeure Event"</b>	any of the following: riot, civil unrest, war, act of terrorism, threat or perceived threat of act of terrorism, fire, earthquake, extraordinary storm, flood, abnormal weather conditions or other natural catastrophe or strikes, lock-outs or other industrial disputes (in each case excluding the workforce of the Service Provider) to the extent that such event has materially affected the ability of the Party relying on the Force Majeure Event (" <b>Affected Party</b> ") to perform its obligations in accordance with the terms of the Service Recipient Specific Agreement but excluding any such event insofar as it arises from or is attributable to the wilful act, omission or negligence of the Affected Party or the failure on the part of the Affected Party to take reasonable precautions to prevent such Force Majeure Event or its impact
<b>"Framework Reference Number"</b>	<b>Agreement</b> the reference number for this Framework Agreement as set out in <b>Schedule 3</b>

<b>"Functional Body"</b>	<p>each of the functional bodies of the Greater London Authority (other than Transport for London) as are defined by and may be created from time to time pursuant to the Greater London Authority Act 1999 which include (at the date of this Framework Agreement):</p> <ul style="list-style-type: none"> <li>(a) the London Fire Commissioner;</li> <li>(b) the London Legacy Development Corporation;</li> <li>(c) the Mayor's Office for Policing and Crime; and</li> <li>(d) the Oak Common and Park Royal Development Corporation</li> </ul>
<b>"GDPR"</b>	<p>means (i) the General Data Protection Regulation (EU) 2016/679) and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK, unless and until the General Data Protection Regulation (EU) 2016/679) is no longer directly applicable in the UK, and then (ii) any successor legislation to the GDPR as amended or updated from time to time</p>
<b>"Hiring Manager"</b>	<p>The designated representatives of each Service Recipient who will manage and co-ordinate the services of the Temporary Workers provided to that Service Recipient and as notified to the Service Provider and who will be identified for each Call Off Contract in the relevant Requisition;</p>
<b>"HMRC"</b>	<p>HM Revenue and Customs</p>
<b>"Holding Company"</b>	<p>has the meaning given to it in section 1159 Companies Act 2006</p>
<b>"Implementation Period"</b>	<p>the period specified in <b>Schedule 4</b></p>
<b>"Implementation Plan"</b>	<p>the plan set out in <b>Schedule 4</b> for the orderly handover of the Services (including any preparatory works required to be carried out by the Service Provider) to the Service Provider during the Implementation Period as approved by the Authority</p>
<b>"Indemnified Costs"</b>	<p>all direct costs (on a full indemnity basis) including legal and other professional costs and costs of enforcement</p>
<b>"Indemnified Party"</b>	<p>has the meaning given to it in <b>clause 21.1 of Schedule 1</b></p>
<b>"Insolvency Event"</b>	<p>any of the following:</p> <ul style="list-style-type: none"> <li>(a) the Service Provider and/or its Holding Company making any voluntary arrangement with its creditors;</li> <li>(b) a receiver, administrative receiver or manager, being appointed over all or part of</li> </ul>

the business of the Service Provider and/or its Holding Company;

- (c) an administrator being appointed in respect of the Service Provider and/or the Holding Company of the Service Provider and/or the Holding Company of the Service Provider becoming subject to an application for administration;
- (d) being a company, the Service Provider and/or its Holding Company having passed a resolution for its winding-up or being subject to a petition for its winding-up (except for the purposes of a voluntary amalgamation, reconstruction or other re-organisation without insolvency);
- (e) the Service Provider and/or its Holding Company ceasing or threatening to cease to carry on its business for any reason and/or being unable to pay its debts within the meaning of the Insolvency Act 1986; or
- (f) any similar event to those in **(a)** to **(e)** above occurring in relation to the Service Provider and/or its Holding Company under the law of any applicable jurisdiction for those purposes, noting that,

if an application for an administration order, a notice of intention to appoint an administrator or a winding up petition is the event occurring, such event will be deemed not to be an Insolvency Event for the purposes of the termination right at **clause 13.3** of **Schedule 1** if:

- (a) in the event of an application for an administration order being made, that application is withdrawn or dismissed within 10 Business Days of being made;
- (b) in the event of a notice of intention to appoint an administrator being filed, no administrator is appointed within 10 Business Days of the notice being filed; or
- (c) in the event of a winding up petition being presented, that petition is withdrawn or dismissed prior to advertisement and within 10 Business Days of presentation.

#### **“Intellectual Property Rights”**

any patent, know-how, trade mark or name, service mark, design right (in each case whether registered or unregistered), copyright, rights in passing off, database right, rights in commercial or technical information, any other rights in any invention, discovery or process and any other intellectual



property rights, whether registered or unregistered and including applications for the grant of any such rights and all rights or forms of protection having equivalent or similar effect in each case in the United Kingdom and anywhere else in the world

**"Interest Rate"**

the rate of interest set out in **Schedule 3**

**"Intermediary"**

means a third party which meets one of Conditions A to C set out in sections 61N(9) to (11) of ITEPA

**"Introduced"**

the Service Provider has provided the Service Recipient with sufficient information about the Temporary Worker or Permanent Worker to allow the Service Recipient to make a decision on whether or not to Engage the Permanent Worker or to accept the Temporary Worker for an Assignment as the case may be. **"Introduction"** and **"Introduce"** shall be construed accordingly

**"IR35"**

Chapters 8 and 10 of Part 2 of ITEPA and the Social Security Contributions (Intermediaries) Regulations 2000 and any other legislation or secondary legislation dealing with the income tax and National Insurance Contributions treatment of workers who provide their services via Intermediaries as in force throughout the duration of this agreement and for the avoidance of doubt includes the amendments to Chapters 8 and 10 of ITEPA set out in the Finance Act 2020 and the amendments to the Social Security Contributions (Intermediaries) Regulations 2000 set out in the Social Security Contributions (Intermediaries) (Miscellaneous Amendments) Regulations 2020 which are expected to come into force on 6 April 2021

**"ITEPA"**

means the Income Tax (Earnings and Pensions) Act 2003

**"Key Performance Indicators"**

the standards of performance to which the Services are to be provided by the Service Provider to the Service Recipient and being the measurable value that demonstrates how the Service Provider is achieving the desired operational efficiency and goals, and as set out in **Schedule 6** and as the same may be varied, added to or replaced from time to time by the written agreement of the Authority and the Service Provider during the continuance in force of the Service Recipient Specific Agreement

**"Key Resource"**

means Service Provider Personnel identified by the Authority as key resource

**"Lead Supplier/ Lead Suppliers"**

a second tier agency or business approved in advance in writing by the Authority with whom the Service Provider contracts for the supply of Temporary Workers and/or Permanent Workers, with one Lead Supplier per Category

**"Liability"**

liability arising out of or in connection with this Agreement, whether in contract, tort, misrepresentation, restitution, under statute or otherwise, including (without limitation) any liability

	under an indemnity contained in this Agreement and/or arising from a breach of, or a failure to perform or defect or delay in performance of, any of a party's obligations under this Agreement, in each case howsoever caused including (without limitation) if caused by negligence or if caused by a deliberate and/or repudiatory breach by that party
<b>"London Living Wage"</b>	the London rate for the basic hourly wage as updated and published annually by the CCSL (or any relevant replacement organisation) on its website ( <a href="http://www.livingwage.org.uk">www.livingwage.org.uk</a> )
<b>"Losses"</b>	direct losses (and for the avoidance of doubt, excluding consequential and indirect losses)
<b>"Management Information"</b>	the management information set out in <b>Schedule 8</b> , including real time management information on usage and spend
<b>"Mayor's Questions"</b>	means the event known as "Mayor's Question Time" where the Mayor of London is questioned by the London Assembly and other public officials
<b>"Modern Slavery Practice"</b>	any practice that amounts to: (a) slavery or servitude (each as construed in accordance with Article 4 of the Convention for the Protection of Human Rights and Fundamental Freedoms of 4 November 1950 as amended); (b) forced or compulsory labour (as defined by the International Labour Organisation's Forced Labour Convention 1930 (No. 29) and Protocol); (c) human trafficking; or (d) the arranging or facilitation of the travel of another person with a view to that person being exploited
<b>"Named Workers"</b>	a Temporary Worker who is sourced by a Service Recipient rather than the Service Provider and has been identified and sourced directly by the Service Recipient but is payrolled by the Service Provider and who may be part of the Talent Pool, and so is to be charged at the "Named Rate" (as defined in <b>Schedule 7</b> )
<b>"NICs"</b>	National Insurance contributions
<b>"Notice Period"</b>	shall have the meaning set out in <b>clause 59.1 of Schedule 1</b>
<b>"Off-Site Resource"</b>	the Service Provider's resource that provides a service to the Service Recipients and does not form part of the On Site Resource and as further detailed in <b>Appendix 17</b>
<b>"On Site Resource"</b>	the Service Provider's roving resource that provides a service from the Service Recipient's estate to Service Recipients and as further detailed in Appendix 17
<b>"Periodic Service Credit Table"</b>	has the meaning given to it in <b>Schedule 6</b>

<b>"Permanent Workers"</b>	an individual who is Introduced by the Service Provider to a Service Recipient for the purpose of employment by that Service Recipient
<b>"Personal Data Security Breach"</b>	<p>(a) a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Agreement Personal Data transmitted, stored or otherwise processed;</p> <p>(b) a discovery or reasonable suspicion that there is a vulnerability in any technological measure used to protect any Agreement Personal Data that has previously been subject to a breach within the scope of <b>paragraph (a)</b>, which may result in exploitation or exposure of that Agreement Personal Data; or</p> <p>(c) any defect or vulnerability with the potential to impact the ongoing resilience, security and/or integrity of systems processing Agreement Personal Data</p>
<b>"Premises"</b>	any land or premises (including temporary buildings) owned or occupied by or on behalf of any Service Recipient
<b>"Processing"</b>	has the meaning set out in the Data Protection Laws and <b>"Process"</b> , <b>"Processing"</b> and <b>"Processed"</b> will be interpreted accordingly
<b>"Qualifying Temporary Worker"</b>	any Temporary Worker who at the relevant time is entitled to the rights conferred by Regulation 5 of the AWR and in particular has been provided to a Service Recipient (whether by the Service Provider or any third party) for the qualifying period as defined in Regulation 7 of the AWR subject always to Regulations 8 and 9 of the AWR
<b>"Quarter"</b>	the period of 3 months starting on the Commencement Date, each successive period of 3 months during the Term and the period (if any) starting on the day following expiry of the last such period of 3 months and ending on the Termination Date; and <b>"Quarterly"</b> will be construed accordingly
<b>"Quarterly Service Credit Table"</b>	has the meaning given to it in <b>Schedule 6</b>
<b>"Rate Card"</b>	means the defined minimum, average and maximum pay rates, as set out by the Service Recipient when issuing the Requisition, that the Service Provider can pay for each role or Category
<b>"Records"</b>	has the meaning given in <b>clause 15.1 of Schedule 1</b>
<b>"Recoverable Liabilities"</b>	subject to <b>clause 12.3</b> of the Framework Agreement, all Losses, liabilities, Indemnified Costs, damages and expenses that the indemnified person does or will incur or suffer, all claims or proceedings made, brought or threatened against the indemnified person by any person and all Losses, liabilities, Indemnified

Costs, damages and expenses the indemnified person does or will incur or suffer as a result of defending or settling any such actual or threatened claim or proceeding

<b>"Rehabilitation of Offenders Act"</b>	Rehabilitation of Offenders Act 1974
<b>"Relevant Terms and Conditions"</b>	the relevant terms and conditions for any particular Qualifying Temporary Worker as defined in Regulation 6 of the AWR
<b>"Replacement Service Provider"</b>	a provider of services to a Service Recipient which are the same as or substantially similar to the Services (or any part of them) or which will, or may, be received in place of or in substitution for the Services (or any part of them) or which otherwise have the same or similar use or application as the Services (or any part of them) or their outputs
<b>"Required Date"</b>	the date by which the Service Recipient requires a Permanent Worker to be Engaged as set out in the relevant Requisition
<b>"Requisition Procedures"</b>	the procedure for requesting Services in respect of the supply of Temporary Workers and Permanent Workers as set out in the Specification and the Solution and as amended from time to time
<b>"Requisition"</b>	the form of a request issued by a Service Recipient to the Service Provider using the Solution requesting that Services are provided to it by the Service Provider
<b>"Restricted Country"</b>	a country or territory to which a transfer of Personal Data is prohibited or subject to any requirement to take additional steps to adequately protect the Personal Data for the transfer to be lawful under the Data Protection Laws
<b>"Restricted Period"</b>	at any time during the period of 14 weeks from commencement of an Assignment
<b>"Restricted Transfer"</b>	a transfer of Agreement Personal Data which is undergoing Processing or which is intended to be Processed after transfer, to a Restricted Country
<b>"Retention Period"</b>	has the meaning given to it in <b>clause 15.1.2 of Schedule 1</b>
<b>"Secondary Supplier"</b>	<p>a second tier agency or business approved in advance in writing by the Authority with whom the Service Provider contracts for the supply of Temporary Workers and/or Permanent Workers (and which, for the avoidance of doubt, includes the Lead Suppliers)</p> <p>The Secondary Supplier may be a secondary supplier of the Service Provider or a secondary supplier of the Lead Supplier.</p>
<b>"Service Credits"</b>	the amounts by which the Charges are to be reduced for failure by the Service Provider to achieve the Key

Performance Indicators, as calculated in accordance with **Part 3 to Part 5 of Schedule 6**

<b>"Service Provider Agreement Manager"</b>	<b>Head</b>	the person named as such in <b>Schedule 3</b> and referred to in <b>clause 10</b>
<b>"Service Provider Personnel"</b>		all such employees, officers, suppliers, sub-contractors and agents of the Service Provider and for the avoidance of doubt, excluding the Temporary Workers
<b>"Service Recipient Managers"</b>	<b>Contract</b>	for each Service Recipient, means either a single nominated contract manager or authorised representative or authorised representatives who each cover specific areas of responsibility for each of the Service Recipients to be notified by the Service Recipients to the Service Provider during the Implementation Period or subsequently. For the avoidance of doubt, this means that instead of a providing a single person with the role of 'Service Recipient Contract Manager', a Service Recipient may split responsibilities by function and provide a list of accountable people by function and area as primary contracts for the Service Provider instead
<b>"Service Recipient Agreement Terms"</b>	<b>Specific</b>	has the meaning given to it in <b>clause 1.7 of Schedule 1</b>
<b>"Service Recipient Agreement"</b>	<b>Specific</b>	means a contract entered into, separately, between the Service Provider and each Service Recipient in accordance with <b>clause 4</b>
<b>"Service Recipients"</b>		means: <ul style="list-style-type: none"> <li>(a) the Authority;</li> <li>(b) the Greater London Authority;</li> <li>(c) a member of the TfL Group;</li> <li>(d) a Functional Body; and</li> <li>(e) the Additional Service Recipients</li> </ul>
<b>"Services"</b>		means: <ul style="list-style-type: none"> <li>(a) all or any part of the services to be provided to, or activities to be undertaken and completed for, a Service Recipients by the Service Provider as detailed in the Specification and the Call Off Contracts including any variations to such services and/or activities pursuant to <b>clause 9 of Schedule 1</b>; and</li> <li>(b) any services, functions or responsibilities which may be reasonably regarded as incidental to the foregoing services or activities and which may be reasonably inferred from a Call Off Contract</li> </ul>

<b>"Solution"</b>	the technology platforms and associated software to be provided by the Service Provider for use by the Services Recipients, as set out in <b>Schedule 5</b>
<b>"Specification"</b>	the specification and other requirements set out in <b>Schedule 5</b> for the supply of Temporary Workers and Permanent Workers
<b>"Subject Request"</b>	a request made by or on behalf of a Data Subject in accordance with rights granted pursuant to the Data Protection Laws, including the right (i) to be informed, (ii) of access, (iii) to rectification, (iv) to erasure, (v) to restrict Processing, (vi) to data portability, (vii) to object and (viii) not to be subject to automated decision making including profiling
<b>"Sub-Processor"</b>	any person (including any member of the Service Provider's group) appointed, engaged or permitted by the Service Provider to Process Agreement Personal Data
<b>"Talent Pool"</b>	means a cloud hosted database of selected Applicants, Candidates and Temporary Worker's digital profiles (which includes Temporary Workers transferred from previous suppliers during the Implementation Period) and which allows such individuals to apply for a role directly, register, create, maintain and delete their own profile and be matched automatically to jobs put forward via the platform, and as set out in more detail in <b>Appendix 14</b>
<b>"Temporary Worker"</b>	an individual (or where the individual is supplied via an Intermediary, both the individual and their Intermediary) who is Introduced by the Service Provider to a Service Recipient for the purpose of carrying out an Assignment but not as an employee of the Service Recipient or who is sourced by the Service Recipient and is a Named Worker provided by the Service Provider to the Service Recipient for the purposes of payrolling and people management activities
<b>"Term"</b>	the period during which this Framework Agreement continues in force as set out in <b>Schedule 3</b>
<b>"Termination Date"</b>	the date on which this Framework Agreement and/or the last Service Recipient Specific Agreement (whichever is later) expires or terminates for whatever reason
<b>"TfL Group"</b>	the Authority and all its subsidiaries (as defined in section 1159 of the Companies Act 2006) from time to time together and reference to any "member of the TfL Group" shall refer to the Authority or any such subsidiary
<b>"Transfer Regulations"</b>	the Transfer of Undertakings (Protection of Employment) Regulations 2006
<b>"Transparency Commitment"</b>	the transparency commitment stipulated by the UK government in May 2010 (including any subsequent legislation) in accordance with which the Service

Recipient is committed to publishing its contracts, tender documents and data from invoices received

<b>"Transport Consolidated Requirements"</b>	<b>for London Compliance</b>	means the document setting out the compliance requirements of the Authority, the other Functional Bodies and all other members of the TfL Group, and as provided by the Authority to the Service Provider prior to the Commencement Date
<b>"Unsuitable Temporary Worker"</b>		shall have the meaning set out in <b>clause 59.2 of Schedule 1</b>
<b>"Valid Opt Out"</b>		means a written notification from a company and the relevant Temporary Worker provided by that company in accordance with regulation 32(9) of the Conduct of Employment Agencies and Employment Businesses Regulations 2003 (SI 2003/3319) as amended from time to time
<b>"VAT"</b>		value added tax as provided for in the Value Added Tax Act 1994 and any tax replacing the same or of a similar nature.
<b>"Year"</b>		the period of 12 months starting on the Commencement Date, a successive period of 12 months during the Term or the period (if any) starting on the day following expiry of the last such period of 12 months and ending on the Termination Date

## SCHEDULE 3

### Key Framework Agreement Information

1. **Framework Agreement Reference Number:** GLA 81400
2. **Name of Service Provider:** Reed Specialist Recruitment Ltd
3. **Commencement Date:**
4. **Term:** 3 years, with options to extend for 1 year
5. **Invoicing Procedure and Frequency:** Weekly.
6. **Method of Payment:** BACS.
7. **Address where invoices shall be sent:**

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

8. **Interest Rate:** 2% per annum above the base rate as set by the Bank of England as may be amended from time to time
9. **Details of the Authority Head Agreement Manager**  
Name: [REDACTED]  
Email: [REDACTED]
10. **Details of the Service Provider Head Agreement Manager**  
Name: [REDACTED]  
Address: The Peak, 1st Floor, 5 Wilton Road, Victoria, London, SW1V 1AN  
Tel: [REDACTED]  
Email: [REDACTED]
11. **Insurance Cover:** The minimum insurance cover that the Service Provider shall maintain on a per incident basis shall be:
  - 11.1 **Public Liability Cover:** £10 million for any one occurrence, and unlimited in the period of insurance



- 11.2 **Professional Indemnity Cover:** £2 million any one occurrence, and in the aggregate in the period of insurance, for the duration of all Call Off Contracts and six years after the expiry or termination of the final Call Off Contract.
- 11.3 **Employers Liability Cover:** £5 million, or as required by law, whichever is the greater
12. Address for service of notices and other documents in accordance with **clause 49** of the Service Recipient Specific Agreement:
- 12.1 For the Service Provider:
- [REDACTED]
- [REDACTED]
- 12.2 For the Authority:
- [REDACTED]
- [REDACTED]
- 12.3 For the GLA: [REDACTED]
- [REDACTED] For Old Oak Common and Park Royal Development Corporation: [REDACTED]
- 12.5 For London Legacy Development Corporation: [REDACTED]
- 12.6 For London Fire Brigade: [REDACTED]
- [REDACTED] For Metropolitan Police Service: named 'Subject Matter Experts' will be provided during implementation for specific points of contact. The contractual contact is James Brown; [James.Brown4@met.police.uk](mailto:James.Brown4@met.police.uk)
- [REDACTED] For the London Ambulance Service: Julia Crossey; [Julia.crossey@nhs.net](mailto:Julia.crossey@nhs.net)
- 12.9 For British Transport Police (BTP):
- email address: [ayo.ogunmoyero@btp.pnn.police.uk](mailto:ayo.ogunmoyero@btp.pnn.police.uk); [Cynthia.Crawford@btp.police.uk](mailto:Cynthia.Crawford@btp.police.uk)
- For the attention of: [REDACTED]
- [REDACTED] For the Mayor's Office for Policing and Crime: Louise Capel-Cure; [Louise.capel-cure@mopac.london.gov.uk](mailto:Louise.capel-cure@mopac.london.gov.uk)
- [REDACTED] For National Crime Agency: [peter.jones@nca.gov.uk](mailto:peter.jones@nca.gov.uk)
- 12.12 Details for other Service Recipients to be provided on request.

**SCHEDULE 4**  
**Implementation Plan**

REDACTED.

## **SCHEDULE 5**

### **Services Specification**

# GLA Group Collaborative Procurement

## Volume 2 The Specification GLA Collaborative Recruitment Services

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### **13. DELIVERY OUTCOMES**

#### **13.1 Specification Overview**

- 13.1.1 *The Authority requires specific delivery outcomes as outlined throughout this Section 1.0.*
- 13.1.2 The Service Provider shall employ the Solution as fully defined in **Part II** and **Part III** and resources to deliver a model which ensures the delivery outcomes are met, measured and *reported* in line with the Specification, **Part II** and **Part III** and Key Performance Indicators - **Schedule 6**.
- 13.1.3 In order to deliver the complete resource requirement to the Service Recipients, the Service Provider may partner with one Lead Supplier per category to deliver Temporary Workers where the discipline and nature of the requirement are not core areas of expertise for the Service Provider. Where this is the case, the Service Provider will partner with the Lead Supplier(s) who will act as a first point of contact in a named Category or Categories.
- 13.1.4 The Service Provider and the Lead Supplier(s) (as required) shall nominate one or more Secondary Suppliers per Category to ensure that where they are not able to source enough quality CV's directly, an alternative supply of quality Temporary Workers is available. For avoidance of doubt, a Lead or Secondary Supplier may operate as a Lead or Secondary Supplier for any number of Categories.
- 13.1.5 The Service Provider shall work with the Service Recipients during the Implementation Period, mobilisation and throughout the contract duration to implement and develop the sourcing and supply chain recruitment process for each category:

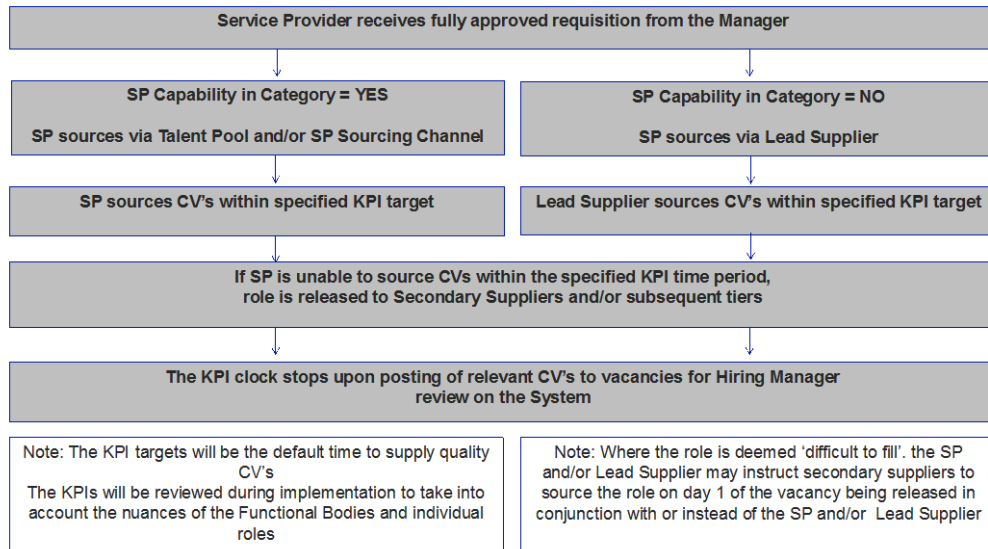
The Talent Pool *populated* by:

- 13.1.5.1 Direct Workers
- 13.1.5.2 Named Workers

Newly Sourced roles via:

- 13.1.5.3 The Service Provider
- 13.1.5.4 Lead Suppliers (with one Lead Supplier per Category)
- 13.1.5.5 Secondary Suppliers
- 13.1.5.6 Lead Supplier in-conjunction with Secondary Suppliers

- 13.1.6 The sourcing and supply chain sourcing and recruitment structure shall operate as stated in the flow chart below.
- 13.1.7 The Service Provider will agree and document as part of the Key Performance Indicators, the Solution generated time bound release per role Category (or job role as required) with each Service Recipient during the Implementation Period. It is anticipated the sourcing and recruitment mechanism will change and evolve throughout the life of the contract.



13.1.8 Where agreed with a Service Recipient, the Service Provider may instruct the Lead Supplier(s) to act as a primary point of contact for specific Categories. The Service Recipient and the Service Provider shall define the level of delegated authority with regard to on-site presence and engagement with the Service Recipient's Contract Manager and Hiring Managers.

13.1.9 For avoidance of doubt:

13.1.9.1 A Lead Supplier is not the Secondary Supplier and the exception to this shall be if the Lead Supplier is also named as a Secondary Supplier to the Service provider in certain Categories as agreed with a Service Recipient.

13.1.9.2 A Lead Supplier is not the Service Provider. The Service Provider is wholly accountable for ensuring that fulfilment, recruitment, payroll, Hiring Manager and Temporary Worker care takes place in accordance with the Key Performance Indicators, Service Levels, compliance and standards outlined in this contract and as agreed with the Service Recipients.

13.1.10 The Authority and / or Service Recipient may request that specifically named suppliers are engaged and on-boarded by the Service Provider to deliver specific Services.

## 13.2 Selection and Management of Lead and Secondary Suppliers

13.2.1 The Service Provider shall be fully accountable for ensuring Lead and Secondary Suppliers meet or exceed the service standards specified.

13.2.2 The Service Provider should develop Talent Pool and Sourced channels directly and in conjunction with Lead and Secondary Suppliers to source pro-actively and attract an accessible pool of candidates, per Category to meet the Service Recipients' needs.

13.2.3 The Service Provider shall appoint and operate a structure of one or more Secondary Supplier tiers for each Service Recipient for every Category and where that Secondary Supplier is owned or operated or a subsidiary company of the Service Provider or its Lead Supplier or visa-versa, the Service Provider shall provide at least one additional Secondary Supplier per Category that is not part of the group, nor the owner or operated by or a subsidiary company

of the Service Provider or Lead Supplier or the Service Provider or Lead Supplier's owner or subsidiary company or companies.

- 13.2.4 The Service Provider shall have the capability and capacity to vary the supplier tiering structure dependent upon performance and the structure / needs of the Service Recipients, including but not limited to varying the Lead and Secondary Suppliers across different Categories and the numbers of Lead and Secondary Suppliers in the various tiers.
- 13.2.5 The Service Provider shall agree with The Authority and / or Service Recipient which Lead and Secondary Suppliers shall be placed and retained and outline any tiering structure based upon the needs of the Service Recipients. The Lead Supplier MUST be individual Agencies and NOT businesses affiliated either directly or in-directly with the Service Provider.
- 13.2.6 The Service Provider shall consult with The Authority before the appointment of a Lead or Secondary Provider to ensure that the views of the Authority are taken into account. The Service Provider shall enable the Authority to carry out due diligence on the Lead or Secondary Supplier by:
  - 13.2.6.1 providing all information as requested by the Authority for the proposed Lead Supplier per Job Category;
  - 13.2.6.2 arranging for the submitting written intention to supply at the specified fees signed by an active director of each named Lead Supplier via a company authorised email;
  - 13.2.6.3 providing contact details and noting the Lead Supplier so that each of the specified Lead Suppliers' directors can be contacted by the Authority to confirm the negotiation / agreement process the Service Provider undertaken and the basis under which they have agreed to supply at the final Lead Supplier Fees
  - 13.2.6.4 providing evidence to the Authority's satisfaction that the nominated Lead Suppliers have proven experience of successfully supplying workers within their specified Job Category/s within the last 12 months; and
  - 13.2.6.5 providing evidence to demonstrate the Lead Supplier's current and / or future capability is appropriate to the size and reliance of the Service Recipients' requirement
- 13.2.7 The Authority and /or Service Recipient reserves the right to request that a Lead or Secondary Supplier is removed where The Authority believes that the Supplier has failed to deliver to the required standards.
- 13.2.8 The Service Provider must operate formal processes for:
  - 13.2.8.1 Procuring, refreshing, on-boarding, managing, auditing, measuring, reporting and reviewing performance of Lead and Secondary Suppliers
  - 13.2.8.2 Delivering services against Service Levels and measuring performance for Lead and Secondary Suppliers
  - 13.2.8.3 Reviewing, negotiating and agreeing Lead and Secondary Supplier margins
- 13.2.9 Where the Service Provider Sources Temporary Workers directly; the same performance and quality Key Performance Indicators as the Lead and Secondary Suppliers will apply; ensuring open and fair performance measurement and opportunity for all.



- 13.2.10 The Service Provider shall be responsible for ensuring all Lead and Secondary Suppliers meet the required standards and policies of each of the Service Recipients. The Service Provider shall fully vet all Lead and Secondary Suppliers, both in terms of business and financial suitability prior to engaging them.
- 13.2.11 The Service Provider shall re-assess and refresh Lead and Secondary Suppliers on a bi-annual basis and at the individual request of The Authority and / or Service Recipient.
- 13.2.12 The Service Provider shall be responsible for carrying out a minimum of bi-annual audits and/or spot checks of its own service and the service provided by the Lead and Secondary Suppliers. Compliance with both legislative requirements and contract compliance will be reported to The Authority with anomalies stated in the form of an exception report. For some Categories these audits and / or spot checks will be required more regularly, for example, IR35 provision and enhanced DBS checks for children and vulnerable adults.
- 13.2.13 The Service Provider shall operate a process for addressing different levels of anomalies and service issues via the implementation and management of formal issue logs, incorporating a the Solution plan and clear escalation process designed to capture and address all issues which will result in a measurable improvement plan. In the event of a service failure either by the Service Provider, Lead or Secondary Supplier, suspension from use for serious breaches may result. Where an anomaly is sufficiently serious to cause suspension, the Service Recipients shall be notified immediately.
- 13.2.14 The Service Provider shall have formal arrangements in place to ensure that they, in partnership with the Lead and Secondary Suppliers understand and recognise their obligations under this Framework Agreement and that all parties work cohesively to fulfil all contractual requirements.
- 13.2.15 The Service Provider shall operate documented, formalised processes for managing, measuring and reporting performance inc. Lead and Secondary Suppliers.
- 13.2.16 The Service Provider shall carry out, as a minimum, quarterly formal performance and fulfilment measured against the Key Performance Indicators as agreed with the Authority.
- 13.2.17 The Service Provider shall provide the outcome and details of all performance Key Performance Indicators during formal review meetings with the Authority Head Agreement Manager and Service Recipient Contract Managers via formal management information and reporting as defined in **Appendix 15 - Reporting and Management Information** (final review frequency and MI requirements shall be agreed in detail when defining the Service Recipient specific Service Levels during and post implementation).
- 13.2.18 The Service Provider shall ensure feedback received from the Service Recipients is shared with all Suppliers to ensure they can learn from feedback given and act upon it. The Service Provider shall also seek and present feedback in a structured format from the Lead and Secondary Suppliers to identify issues with the Service Provider and/or the Service Recipients that may be affecting services and to provide opportunities for improvements to the timeliness, cost and quality of the service.
- 13.2.19 The Service Provider is responsible for supplying regular updates and feedback to Lead and Secondary Suppliers about the Service Recipients so that they can understand and aim to meet the needs of the Service Recipients. This may include providing information on numbers and types of Temporary Workers required, known peak requirements and known specific skill sets, in order that the Lead and Secondary Suppliers can seek to have

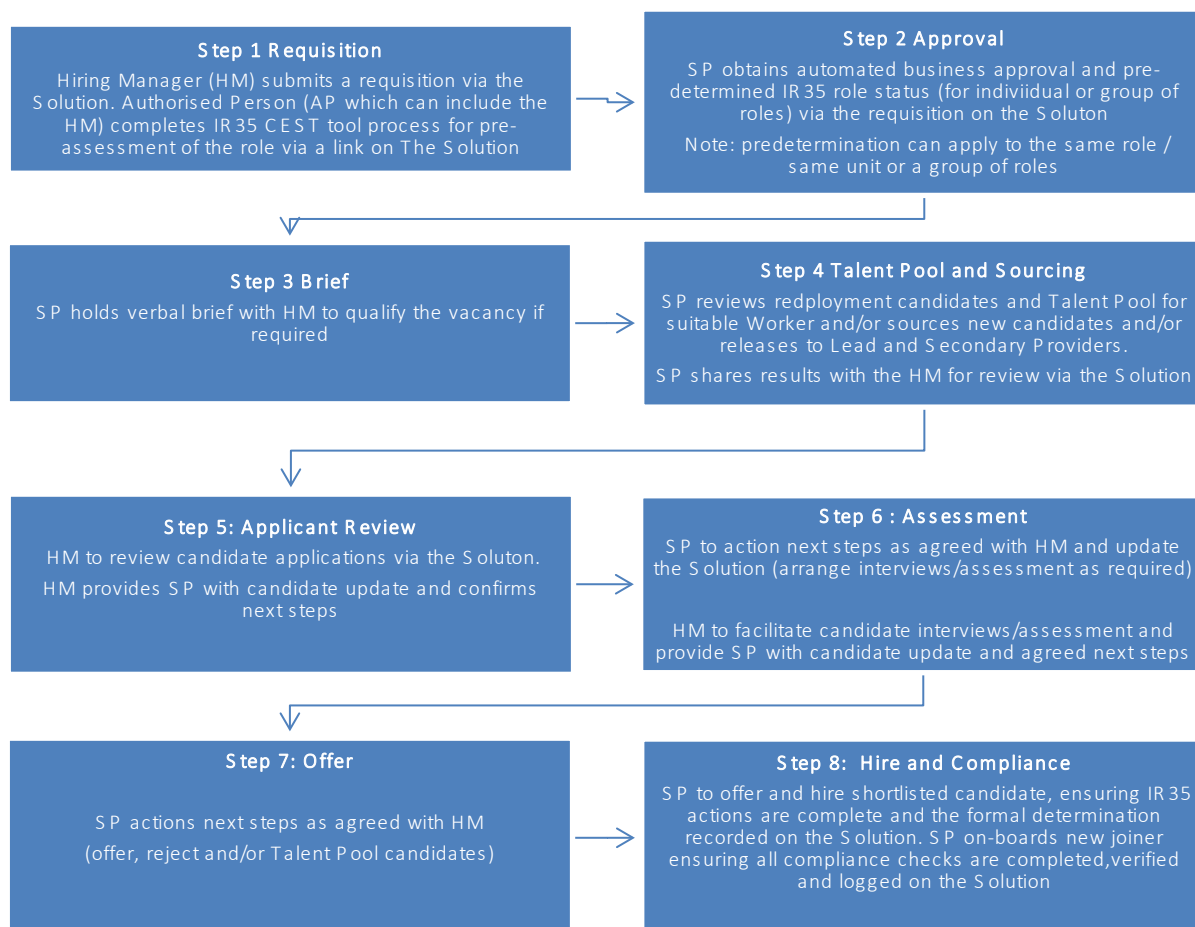
the right calibre and skill sets of Temporary Workers available for the Service Recipients.

- 13.2.20 The Service Provider shall, at the request of the Service Recipients, arrange or support the arrangement of meetings with Hiring Managers to enable Lead and Secondary Suppliers to hear from and raise questions with the relevant Service Recipient directly.
- 13.2.21 Any failures by the Service Provider and/or the Lead and Secondary Suppliers in their performance shall be addressed immediately and to the satisfaction of the Service Recipient.
- 13.2.22 At no time will the Service Recipients accept liability for poor performance by the Service Provider or its Secondary or Lead Suppliers. For the avoidance of any doubt; the Service Provider is ultimately responsible for the delivery of the contractual output to the Service Recipients and as such, will be solely responsible for the Solution of complaints and service issues to the Service Recipients' satisfaction. The Lead and Secondary Suppliers may be suspended on a temporary or permanent basis if they fail to comply with performance and/or audit requirements.
- 13.2.23 The Service Provider will provide Lead and Secondary Suppliers with an appropriate means of contacting them, whether to register interest in supplying Temporary Workers or to raise queries and resolve issues. Such means of contact shall be by telephone and/or email and where charges apply, these shall not be charged at premium rates.
- 13.2.24 The Service Provider must have a visible and formalised complaint log, the Solution procedure and escalation plan in place to effectively and rapidly respond and resolve all complaints from Lead and Secondary Suppliers.
- 13.2.25 The Service Recipient Contract Managers shall be promptly informed of complaints and the Service Provider's mechanisms for the Solution and/or, a summary of which must be provided as part of the Reporting and Management Information requirement as per **Appendix 15**.
- 13.2.26 The Service Provider shall, at the request of The Authority, arrange or support the arrangement of a 'meet the buyer' sessions to enable Lead and/or Secondary Suppliers to hear from and raise questions with the Service Recipients directly.
- 13.2.27 Lead (and Secondary as appropriate) Suppliers shall be expected to attend quarterly review meetings or any performance meeting required by the Authority and / Service Recipient at no extra charge.
- 13.2.28 The Service Provider shall ensure that Temporary Workers are given access to Assignments in a fair and non-discriminatory manner and shall require any Lead or Secondary Suppliers providing Temporary Workers to do the same.
- 13.2.29 The Service Provider shall monitor and report diversity and inclusion and seek to actively implement diversity and inclusion into their own working practices and encourage and support Lead and Secondary Suppliers to do the same.
- 13.2.30 The Authority requires that the Service Provider ensures that all such arrangements including GDPR and data protection clauses are in place contractually with all suppliers and that the Service Provider and all of its suppliers operate an open and transparent payroll, pay and contractual mechanism and provide, on request pay details including individual payslips of individual workers and copies of any contract made with an individual worker by any supplier for legal, audit, reporting or any other lawful purpose.

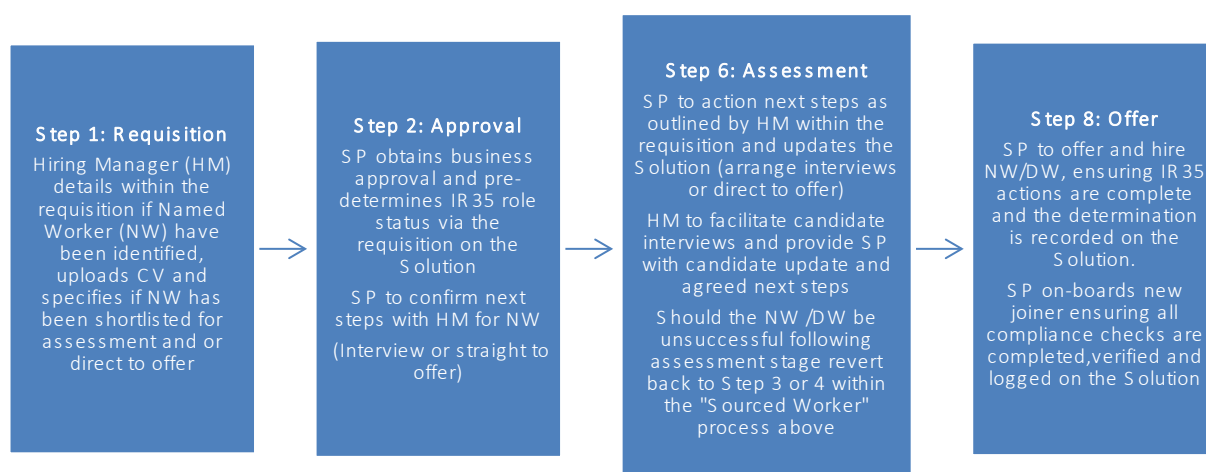
### 13.3 **Recruitment Process and Service Delivery**

- 13.3.1 The Service Provider shall follow the 8-step Recruitment and Hiring process as defined below. The Service Provider may apply minor deviations to the process by agreement with the Service Recipients as part of the implementation and mobilisation process.
- 13.3.2 The Service Provider shall implement The Solution and resources in order to deliver the following 8-step process; ensuring delivery outcomes are met at all times in line with the Specification:

### 13.3.3



Steps taken for Named Workers (including redeployment candidates as required per Service Recipient) and Direct Workers:



**Note: A Named Worker should be processed very quickly but in the instance it's an urgent role and/ or if there is any doubt as to the suitability of the named worker, Step 4 can be run concurrently. This will be a role by role operational decision.**

#### 13.4 Recruitment Process Steps

The following is a description of the recruitment process steps:

##### **Step 1: Requisition**

- 13.4.1 The Solution shall follow each Service Recipient's organisational approval hierarchy as instructed during the Implementation Period.
- 13.4.2 Where a Service Recipient does not have a detailed or an imported organisational hierarchy from its IT system or does not require requisition approval, the Service Provider shall set up the Solution to reflect the individual Service Recipient requirements.
- 13.4.3 The requisition process in the Solution shall include the provision of specific information as defined below and where required, a standardised Candidate CV or profile formats to ensure consistency across The Authority. The specific information shall include but not be limited to:

##### **Requisition Template**

1.	Person specification, knowledge, skills and experience requirement
2.	Start date, duration, location, Manager
3.	Provision to upload a Named Worker
4.	Rate ranges and information about the charge rate, min, mid and max rates as per Rate Card inc. or exc. holiday pay for PAYE, Umbrella and Limited Company PSC workers
5.	Justification for the requirement via a drop-down category box plus additional mandatory free text box for justification
6.	Fields stating whether the requirement is a resource to provide or cover for organisational change; maternity, paternity or adoption; secondment; extra volume of work or requirements; 'business as usual' requirement
7.	Additional data fields required by each Service Recipient to facilitate any local headcount control requirements including but not limited to reference numbers
8.	An IR35 pre-determination of the role

9.	Compliance requirements (page expansion to specify compliance requirements)
10.	Confirmation of cost-centre allocation

13.4.4 The Service Provider shall maintain a list of each existing role that has been recruited to with a record of IR35 role determination to ensure consistency across identical roles. This process shall be operated in accordance with the Personal Service Companies and IR35 Arrangements.

13.4.5 The Service Provider shall directly provide the Manager with detailed information about the recruitment service/process and timelines which may be supported by 'frequently asked questions' and process guide accessible via the Solution. The Service Provider shall send automated notification via email to the Hiring Manager confirming submission of the requisition which shall provide a link or service to show where the requisition is in the approval and sourcing process in real time.

13.4.6 Notwithstanding the fact the Service Recipients advocate an element of the Solution supported self-serve, the Service Provider will, at all times be available to directly assist and guide the Hiring Manager through the above process.

Note: A fully authorised and approved requisition is required before a role can be progressed to Step 2 and handled by the Service Provider unless instructed by the Service Recipient Contract Manager or Authorised Person/s who shall act as the final authority in matters of requisition authority and approval.

### **Step 2: Approval**

13.4.7 The Service Provider shall operate the process and route to search for redeployment employees (note: Metropolitan Police Service do not require this service) and potential employee candidates who are at risk of redundancy including liaison with relevant HR redeployment team per Service Recipient. This process will be specified by the Authority for each Service Recipient. For the avoidance of doubt, this will not require the Service Provider to make decisions about redeployment employees which will reside with each Service Recipient. The Service Provider shall be responsible for routing the candidates correctly who will then be processed via the Talent Pool.

13.4.8 During the Implementation Period, the Service Provider shall agree the requirement and route to the redeployment team. Note: Not all Service Recipients will require the redeployment route to be managed by the Service Provider.

### **Step 3: Brief**

The Service Provider shall provide dedicated On-Site Resource who shall be the fully accountable point of contact for the Hiring Managers to meet in person or hold a conversation via telephone, video or audio conference to take a full brief.

13.4.9 Following the initial contact to take a brief; the Service Provider shall provide a confirmation email stating the dedicated member of the on-site team will handle the recruitment process; providing their contact details, how to access to a help and written confirmation of the key points discussed and agreed as part of the brief.

13.4.10 The named person/s shall be the single point of contact for the Hiring Manager - fully accountable and available to advise and assist with any

questions for the duration of the sourcing, recruitment, on-boarding and assignment commencement.

The Service Provider shall refer to all the information provided on the requisition raised in the Solution

13.4.11 The Service Provider will confirm with the Hiring Manager:

13.4.11.1 Sourcing channels

13.4.11.2 Interview and selection methodology including any testing, competencies and technical question requirements

13.4.11.3 Dates for interview

13.4.11.4 Holiday and absence dates

13.4.11.5 Health and Safety information

13.4.11.6 IR35 status and requirements

13.4.11.7 Standard and extra compliance requirements including security clearance, criminality checks, licences etc.

***Step 4: Redeployment, Talent Pool and Sourcing Channels***

13.4.12 The Service Provider shall process redeployment candidates, Named, Direct and/or Sourced Temporary Workers ensuring adherence to each of Delivery Outcomes.

13.4.13 The Service Provider shall review redeployment candidates, Named and Direct workers in the Talent Pool for all roles in the first instance.

13.4.14 The Service Provider will be responsible for developing, building and operating Direct Worker Talent Pool pipelines in sufficient quantity to meet the Service Recipients' fulfilment targets. Fulfilment targets and sourcing channels to be agreed during the Implementation period.

13.4.15 The Service Provider shall develop and operate Talent Pool pipelines; searching potential candidates in the Talent Pool for all role categories including but not limited to the following Categories:

13.4.15.1 High volume

13.4.15.2 High value

13.4.15.3 Skills shortage categories

13.4.15.4 Immediate / urgent hire / pre-assessed Temporary Workers

13.4.16 The Service Provider will operate pre-screening to ensure adherence to the compliance requirements specified by The Authority in Section 8 for rapid on-boarding.

13.4.17 Where the Manager has supplied a Named Worker, the Service Provider shall receive the details of the Named Worker via the Solution at the time of the Hiring Manager raising the requisition. All named Workers will form part of the Talent Pool

13.4.18 The Service Provider, Lead and Secondary suppliers shall bear the cost of all standard sourcing advertisements. For avoidance of doubt, this includes all

advertising including but not limited to specialist or discipline media, standard jobsites and websites, costs to bring the role to the attention of potential candidates via Google or other search engine providers (search engine optimisation) and cost initiatives for using LinkedIn etc.

- 13.4.19 Where specific advertising is requested and authorised by the Contract Manager to populate the Talent Pool or for specific roles to be sourced via the Service Provider and or Lead/Secondary Suppliers; all media and sourcing costs will be invoiced directly to the Hiring Manager. The Service Provider shall be accountable for collecting such revenue directly from the cost centre provided by the Hiring Manager. In the case of a delay or non-payment in line with the Service Recipient's payment terms, the Service Provider shall raise the matter in writing with the relevant Service Recipient Contract Manager of the Service Recipient or in the case of a GLA-wide cost, with the Authority Head Agreement Manager.
- 13.4.20 The Service Provider shall advertise the rate for the role clearly stating whether it is available as inside or outside of IR35 along with the agreed rate of pay.

#### ***Step 5: Applicant Review***

- 13.4.21 The Service Provider's On-Site Resource shall undertake an initial review of the CV's and applications provided before making them available to the Hiring Manager via the Solution.
- 13.4.22 Prior to submission to the Hiring Manager, the Service Provider must ensure they inform the Service Recipient if any of the applicants have previously worked for the Service Recipients, have received voluntary redundancy / exit or compulsory redundancy within 2 years of exiting any of the Service Recipients employment.
- 13.4.23 Prior to submission to the Hiring Manager, the Service Provider shall collate and reconcile the Temporary Worker against an active list of previous Temporary Workers whose assignment with the Service Recipients have been terminated.
- 13.4.24 As required for individual Service Recipients, the Service Provider shall maintain that list which shall be reviewed with the Service Recipient Contract Managers bi-annually and Temporary Workers removed when sufficient time has passed or circumstances have changed.
- 13.4.25 The Service Provider shall inform the Service Recipient Contract Manager of any such candidate and shall not offer any person on that list an assignment with the Service Recipients without the written permission of the Service Recipient Contract Manager.
- 13.4.26 The Service Provider shall release reviewed CVs to Hiring Manager via the Solution for review and processing within the agreed Key Performance Indicator timelines.
- 13.4.27 The Hiring Manager shall provide feedback on accepted and declined applications via the Solution. The Service Provider shall, in turn ensure that any Lead and Secondary Suppliers are able to view the feedback.
- 13.4.28 Where CV's and applications are declined by the Service Provider or Hiring Manager or when insufficient CV's and applications are submitted, the Service Provider shall source additional CV's and applications as a priority.

#### ***Step 6: Interview***



- 13.4.29 The Service Provider will ensure that all candidates invited for interview are suitably prepared.
- 13.4.30 All candidates, regardless of the sourcing channel shall be treated equally in terms of the level and type of interview process.
- 13.4.31 Once a suitable candidate has been selected for interview; the Hiring Manager will update the Solution notifying the Service Provider. The Service Provider will then notify the selected (and those who were unsuccessful) to ensure feedback is provided to all candidates and will provide a full brief of the interview information and process.
- 13.4.32 The Service Provider shall ensure all Temporary Workers are interviewed directly by the Manager (unless agreed otherwise) with subsequent records of the interview / assessment process held in the Solution.
- 13.4.33 Where required for interviews, a template and guidance notes (that shall be agreed by the Authority during the Implementation Period) will be provided by The Service Provider to the Hiring Manager as required to facilitate the process. The Service Provider shall ensure that an objective and fair selection decision is made based on an objective interview process.
- 13.4.34 Where required, the Service Provider shall provide an objective scoring mechanism for interview at no extra charge to the Service Recipient.
- 13.4.35 The Hiring Manager shall notify which candidates have been successful via the Solution.
- 13.4.36 Candidates who are declined shall be informed as such by the Service Provider within 48 hours of the decision being communicated to the Service Provider.
- 13.4.37 Where interviewed candidates are declined by the Hiring Manager and in cases where there are insufficient candidates at interview, the Service Provider shall arrange additional interviews as a priority utilising Secondary Suppliers as required.

#### ***Assessment Centres***

- 13.4.38 In place of the traditional interview process (Step 6) in the flow chart above; there may be a requirement for the Service Provider to run assessment centres for the high-volume Categories. In this instance, The Service Provider shall:
  - 13.4.38.1 Deploy experienced staff with sufficient expertise and capability of delivering and managing the assessment centres, including a lead assessor and a suitable number of trained and experienced assessors
  - 13.4.38.2 Provide assessment tools or additional, expert resource as require

Note: The full scope and any resulting direct / additional costs for running assessment centres will be agreed and approved during implementation or on an ad-hoc basis

#### ***On-line Testing***

- 13.4.39 As part of the interview and/or assessment centres, the Service Recipient may require online testing. Where requested by the Service Recipient remote online testing is permitted but all results must be is verified as being authentic. Further verification tests and additional tests supervised in person by the Service Provider shall take place as required.

- 13.4.40 The Service Provider will provide and agree with the Service Recipient Contract Manager and relevant Hiring Manager a list of available tests to assess whether the Candidate has the required capabilities. The Contract Manager will advise the Service Provider of the tests which it approves for use with candidates.
- 13.4.41 All tests must be conducted in accordance with industry standards and best practice. Any psychometric tests shall be conducted in accordance with the British Psychological Society Psychological Testing Centre (PTC) guidelines including making available practice tests either online or hard copies.
- 13.4.42 Should any on-line testing tools or additional, expert resource be required to deliver the assessment process defined through this section; the full scope any resulting direct / additional costs will be agreed and approved during and post implementation or on an ad-hoc basis.

#### **Step 7: Offer**

- 13.4.43 Once a suitable Candidate has been selected for offer and subsequent on-boarding, the Manager will update the Solution notifying the Service Provider. The Service Provider will then notify the selected (and those who were unsuccessful to ensure feedback is provided) Candidates and will provide a full brief of the offer and on-boarding process.
- 13.4.44 Prior to any Temporary Worker commencing assignment, the Service Provider shall ensure that all necessary on-boarding and Compliance actions are adhered to, as outlined in Compliance Section 8.
- 13.4.45 Where a role has been pre-assessed and advertised as outside of IR35, the process as outlined in section 6.0 will apply.
- 13.4.46 The Service Provider shall agree a rate of pay in line the rate of pay authorised in the requisition (Step 3 defined above). The rate of pay shall be within the minimum and mid-point rate for that role as indicated on the Rate Card – note the rate card will be established and confirmed during implementation. Where this is exceeded, the rate of pay offered shall be within the limits agreed as per Step 2: Approval and Step 3: Brief.
- 13.4.47 The Service Provider shall offer different pay mechanisms including PAYE and Umbrella company engagement and not seek to influence the choice of the individual notwithstanding the option of a Personal Service Company (PSC) where possible within the requirements of IR35 as detailed in section 5. For avoidance of doubt; the pay rate is not determined against the IR35 decision /status.
- 13.4.48 Where the Hiring Manager instructs an offer that is above the maximum amount authorised in the Approval (Step 2) but sits within the rate card then this shall only be made if the Hiring Manager provides an email with written authorisation from their Director or the equivalent grade of the highest approval or as specified at the Implementation Period as part of the approval hierarchy workflow.
- 13.4.49 The Service Provider shall make a conditional offer to the Temporary Worker subject to completion and verification of the compliance checks outlined in section 10 Compliance together with a start date and essential information about the role and location
- 13.4.50 The Service Provider will provide the Temporary Worker with a contract relevant to their engagement status (PAYE, Ltd PSC worker, Umbrella,) including the following (as a minimum) before commencement of assignment:

- 13.4.50.1 A link to the Solution for time recording
- 13.4.50.2 Location
- 13.4.50.3 Organisation / Department
- 13.4.50.4 The name of the person to report to
- 13.4.50.5 Time to report
- 13.4.50.6 Job specification and duties
- 13.4.50.7 Dress Code and any uniforms including PPE
- 13.4.50.8 Assignment duration
- 13.4.50.9 Pay rate and pay mechanism (PAYE, Umbrella or Ltd PSC)
- 13.4.50.10 Hours
- 13.4.50.11 Time Recording process
- 13.4.50.12 Holiday allowance and arrangements (as applicable)
- 13.4.50.13 The Authority's Workplace Principles (**Appendix 7**) which include guidance and requirements including Health and Safety, data protection, confidentiality, workplace adjustments, visual display equipment, the use of drugs and alcohol, code of conduct and performance standards or a Service Recipient's equivalent document. The Service Provider shall obtain an on-line acknowledgement from the Temporary Worker that this has been received and read prior to commencing the assignment.
- 13.4.50.14 The Service Provider will provide the Temporary Worker with a contract which does not contain any provision which requires or entices such Temporary Worker not to accept employment or engagement with any third party, provided that they may be required to provide their services exclusively to the Service Recipient for the duration of the assignment.
- 13.4.50.15 Notwithstanding any other provision of this Framework Agreement, any Service Recipient Specific Agreement and/or Call Off Contract, no Temporary Worker shall be employed or engaged as an employee.

#### **Step 8: Hire and Compliance**

- 13.4.51 The Service Provider shall not hire a Temporary Worker prior to completing the Compliance processes as defined in section 8.
- 13.4.52 The Service Provider shall not on-board any Independent Contractors without IR35 fully determined by the Service Recipient's Contract Manager.
- 13.4.53 The Authority and Service Provider shall agree and define the specific roles and responsibilities for the 8 step "Recruitment and Hiring Process" as defined in **Appendix 1 – Roles and Responsibilities**.

#### **14. ACCOUNT MANAGEMENT**

- 14.1.1 The GLA Group is the Authority who will deliver and manage this single contract for a number of individual Service Recipients who have fundamental commonalities and service output requirements.

- 14.1.2 Notwithstanding 2.1 above; the Service Recipients are individual organisations and as such, the Service Provider will be required to provide a dedicated and flexible on and off-site "Account Team" structure which addresses the centralised requirements for the Authority alongside the individual / localised Service Recipients.
- 14.1.3 The Service Recipients requires dedicated, expert resource with the appropriate level of experience and capability to implement, deliver and manage the varying and complex recruitment and on-boarding processes required alongside challenging live Temporary Worker and Hiring Manager issues.
- 14.1.4 The Service Provider shall provide members of the team/s who have appropriate security vetting as required. This will be determined during implementation.
- 14.1.5 The Service Provider's resource will provide regular market intelligence and have a full understanding of requirements for all role Categories utilised by the Service Recipients as defined in **Appendix 3 – Role Categories**.
- 14.1.6 It is expected the Service Provider will provide dedicated:
  - 14.1.6.1 On-Site Resource who have demonstrable expertise in their field and discipline and shall work either directly for the Service Provider or Lead Supplier(s) as appropriate
  - 14.1.6.2 Off-Site Resource and back office functions to fully support the On-Site team
  - 14.1.6.3 Specialist Resource focused on the development and management of the Talent Pool to reach agreed utilisation targets across all role Categories which will be documented with each Service Recipient during and post implementation

Note: Talent Pool fulfilment targets will be defined during implementation and will be included in the Service Recipients' specific Service Levels and Key Performance Indicators.

## 14.2 **Central Onsite Team**

- 14.2.1 Operate a centralised On-Site team based at a London location as specified by the Authority.
- 14.2.2 Assign a dedicated point of contact (POC) or team (dependent on the size and requirement) for each Service Recipient who shall be available to travel and be on-site at any of Service Recipients by fixed appointment on a long or short term basis or at short / no notice as required. Ensuring continual visibility and access to the Service Provider's team at all times.
- 14.2.3 Deliver excellent standards of Hiring Manager engagement and customer satisfaction via a high touch and visible structure which is available to the Service Recipient Contract Managers at all times.
- 14.2.4 Implement and manage an effective and structured Temporary Worker care program which will be implemented and upheld in order to provide customer service excellence to the Service Recipients' requirements which will be measured and reported by the Service Provider at the formal review meetings.
- 14.2.5 The Service Provider shall deploy the On-Site Resource team during implementation which will be then be fully mobilised from the contract go-live date. Key Resource will be expected to be involved in the Implementation Period.

- 14.2.6 The on-site team structure shall include a job title for each team member and a short description of their accountabilities to ensure all parties are fully aware of the roles and responsibilities and escalation.

14.3 **Worker thresholds, staffing volumes and replacement procedure for the On Site Resource and Off Site Resource**

- 14.3.1 The Service Provider shall deploy an On Site Resource and Off Site Resource team structure to deliver the full-service specification for the volume and range of Temporary Worker skills requirements as stated in **Appendix 3 – Role Categories**.
- 14.3.2 The Service Provider's On Site Resource and Off Site Resource structure shall be able to flex rapidly to meet any increase or decrease in future demand. Therefore the team structure must be agile and designed to meet all Key Performance Indicators for the Service Recipients in a changing environment.
- 14.3.3 Service performance and output will be measured against the specific Key Performance Indicators as outlined in **Schedule 6** will be measured and should the service performance and output not meet / exceed the stated Key Performance Indicators the Authority and individual Service Recipient reserve the right to request additional resource both On and / or Off-site to address any Key Performance Indicators that are flagged amber and/or red.
- 14.3.4 Following a minimum period of 2 full quarters the Authority and Service Provider will formally agree and document future actions including the deployment of additional Resource if required or an agreement to revert to the original structure in the event the Key Performance Indicator performance will not be adversely affected.
- 14.3.5 In the event additional On Site Resource and / or Off Site Resource is required for future demand increase (as stated in **paragraph 14.3.2** above) or in order to rectify performance issues, this shall be provided by the Service Provider; under no circumstances will there will be an additional charge applied to the Service Recipient.
- 14.3.6 The Service Provider shall gain prior written agreement from the Authority before hiring or replacing any On Site Resource or key Off Site Resource supplying the CV and credentials of the proposed replacement.
- 14.3.7 In the absence of Key Resource, The Service Provider shall ensure that replacement cover is available to manage the volume of work and requirements of the Service Recipients.
- 14.3.8 If a member of the On Site Resource or Off Site Resource is not present for more than 2 weeks, the Service Provider shall inform the Authority Head Agreement Manager and in addition to providing temporary cover, provide a replacement within an agreed and approved period of time.
- 14.3.9 The Service Provider shall remove any member of the On Site Resource at the request of the Authority and replace them within 30 days.

14.4 **Expertise and Capability of the On-Site Team**

- 14.4.1 The Service Provider shall provide expert Resource with previous and sufficient expertise and capability of delivering and managing high volume recruitment programs for complex and large organisations.
- 14.4.2 The Service Provider's On Site Resource shall include a dedicated Service Director who will hold ultimate responsibility for the Framework Agreement. As a minimum, the Service Director will attend the quarterly performance

review meetings and shall be accountable to the Authority Head Agreement Manager and the Service Recipient Contract Managers.

- 14.4.3 The On-site Team shall be a team dedicated to the businesses of the Service Recipients and shall consist of Resource in pre-agreed numbers and structure. The Resource will be of sufficient seniority to manage the recruitment and complexities of each Service Recipient including Temporary Worker issues, HR advice with legal implications for the Service Provider's Temporary Workers and provide a high standard of stakeholder engagement with the Service Recipient Contract Managers and Hiring Managers.
- 14.4.4 The On-site team will be required to intervene and lead the Solution on important Temporary Worker issues, acting as the primary point of contact for the Service Recipient Hiring Managers and Contract Managers and shall retain final accountability for the Key Performance Indicators and service output as outlined in **Schedule 6**.
- 14.4.5 Experienced On Site Resource will be required to instil confidence, own and lead investigations with the Service Recipients' managers, Human Resources staff, Fraud teams, Police, Trade Unions as required in order to directly resolve cases including but not limited to allegations connected with the Equalities Act 2010 inc: sexual harassment, racial discrimination, age discrimination, harassment, bullying, fraud, criminality and other issues as required.
- 14.4.6 The Service Recipients, acting reasonably, shall have the right to refuse access to its premises at any time to any employee of the Service Provider, its agents, sub-contractors or Service Providers. The exercise of this right shall not diminish the Service Provider's obligation of performance arising under this Framework Agreement.

#### 14.5 **On-Site Team Outcomes**

- 14.5.1 The Service Provider shall:
  - 14.5.1.1 Implement an effective on-site and off-site operation led by the visible and highly experienced on-site team of senior and experienced resource available from 8.30am to 6pm, Monday to Thursday and 8.30 to 5.30pm on Fridays, excluding Bank Holidays with an out of hours emergency on call contact option for the Contract Managers and/or the Authority Head Agreement Manager.
  - 14.5.1.2 Hold full accountability for the delivery, measurement and reporting of Key Performance Indicators and Service Levels, commentary and any subsequent remedial/improvement action plan
  - 14.5.1.3 Sufficient, experienced resource to ensure first point of contact for Hiring Managers including face to face or telephone brief as required holding accountability for:
    - Authority's recruitment requisitions and requirements
    - Sourcing the highest quality candidates via the most effective and cost-efficient sourcing route
    - Liaising with Hiring Managers during the shortlisting, interview and offer stage
    - Respond to recruitment questions, escalations and issue the Solution

- 14.5.1.4 Ensure the On-Site team secure partnership, confidence and trust with the off-site team and key stakeholders across the Service Recipients by ensuring sufficient attention and time to conduct proactive stakeholder engagement meetings.
- 14.5.1.5 Ensure Temporary Worker resourcing and workforce planning is undertaken effectively with sufficient and effective Talent Pooling and recruitment sourcing strategies at all times and in advance of major requirements.
- 14.5.1.6 Ensuring workflows, defined processes and the overall operation of the Solution, including training, technical issues and resolution, escalations and enquiries are carried out in a responsive way.
- 14.5.1.7 Implement initiatives aimed at reducing complaints and subsequent Employment Tribunals.
- 14.5.1.8 Manage effective query the Solution processes including but not limited to:
  - Pay queries and escalations
  - Checking of time recorded and resolving anomalies
  - Ensuring the pay and agency charge rates are applied correctly
  - Any legislative requirements, business requests changes or update
- 14.5.1.9 Implement effective issue and complaint escalation and the Solution processes.
- 14.5.1.10 Produce Management Information and Reports as specified in Reporting and Management Information detailed in **Appendix 15**, on a pre-scheduled or on-demand basis. On-demand will include FOI requests, draft responses for questions to the Mayor of London and other ad-hoc requests.
- 14.5.1.11 Implement and report all Internal Audit actions and resulting service improvement requirements by specified deadlines.
- 14.5.1.12 Manage immediate or timely Temporary Worker termination when required through face to face on-site intervention including the physical removal of Temporary Workers from Service Recipients estate in conjunction with Service Recipients security staff and managers.
- 14.5.1.13 Provide advice, guidance, verbal and written warnings to all Temporary Workers.
- 14.5.1.14 Advise and manage Temporary Worker performance and attendance issues and provision of advice to The Service Recipients including face to face meetings.
- 14.5.1.15 Deliver quick and effective issue the Solution by providing accurate and timely HR advice to the Service Recipients in relation to the management of their Temporary Workers as specified in section 7 – Management of Temporary Workers.
- 14.5.1.16 The resolution of complaints from the Mayor of London as a priority and in a timely fashion.

- 14.5.1.17 Timely liaison with the Service Recipients legal counsel and attendance at Employment Tribunals as required.
- 14.5.1.18 Effective and timely the Solution to GDPR and associated data protection issues to ensure data is provided to The Service Recipients in line with the regulations, data protection legislation to reduce fraud and criminal offences.
- 14.5.1.19 The quality assurance and submission of all vetting forms.
- 14.5.1.20 Ensure they and all, Lead and Secondary Suppliers comply with the stated requirements of The Service Recipients whilst present at the Service Recipients premises.

## 15. **TIME RECORDED AND PAYROLL OPERATION**

### 15.1 **Time Recorded Operation**

The Service Provider shall pay or shall procure that the Lead and Secondary Suppliers (or any other sub-contractor) pays each Temporary Worker for the completion of an Assignment, including without limitation, the payment of any fees or hourly rates and any other payments and disbursements to which the Temporary Worker is entitled.

As a rule, the default position will be that time is not approved automatically. The Service Recipient will advise the Service Provider if auto-approval of time is required.

### 15.2 **Payment, Invoicing and Invoice Data Files**

- 15.2.1 Except for a Serious Dispute, the Service Recipient will pay the Service Provider within the agreed timescales
- 15.2.2 The payment week for The Service Recipient is Sunday to Saturday - defined as 00:00 on Sunday to 23:59 Saturday by the end of the following week
- 15.2.3 As part of invoice The Service Provider shall provide the Invoice Data File and Reporting as defined in the Solution to enable internal charging and reconciliation of invoices to relevant budget holders.
- 15.2.4 This detailed data reporting is to be presented in a format prescribed by the Service Recipient in order to allow immediate uploading onto the Service Recipient's financial systems and must include information required as specified by each Service Recipient.

### 15.3 **Disputes:**

- 15.3.1 The Service Provider shall confirm financial year end deadlines during Implementation to avoid discrepancies (accruals accepted) between the amount invoiced against the amount showing on the Solution.
- 15.3.2 Upon the end of the financial year for each Service Recipient, the Service Provider will ensure all approved time is submitted and processed and any invoice disputes are settled or scheduled for accrual.
- 15.3.3 Penalties will be applied to the Service Provider for repeated payroll and invoicing errors (as defined in **Schedule 6**)

### 15.4 **Serious Disputes - Invoice Serious Dispute process:**

- 15.4.1 For the avoidance of doubt, the following applies to a serious and ongoing dispute where the Service Recipient disagrees with the sums provided on the Invoice and Invoice Data File, sets limits and provides a mechanism for the continuation and payment of weekly invoices and for resolution. For the



avoidance of doubt, the Invoice Serious Dispute process is in addition to and does not replace the Dispute process outlined in **Schedule 14** which may apply at any time.

15.4.2 The Invoice Serious Dispute process shall apply to each Service Recipient individually and the sums shown below apply to the Invoice and Invoice Data File issued to each Service Recipient.

15.4.3 In the event that the sum and contents of the Invoice and Invoice Data File are not agreed by the Service Recipient, the Service Provider and the Service Recipient shall agree on a revised sum and apply the correction via the Solution to appear on a future Invoice and Invoice Data File no later than the second weekly pay cycle following the weekly pay cycle that is in dispute.

15.4.4 An invoice Serious Dispute occurs when:

15.4.4.1 The amount fails to be agreed and credited on the Invoice and Invoice Data File issued to the Service Recipient by the second weekly pay cycle following the weekly pay cycle in which the Serious Dispute occurred

15.4.4.2 The total amount that the Service Recipient disagrees with is at or exceeds at any point by way of a singular or cumulative amount, a debit amount shown in the table below for the specific Service Recipient:

Service Recipient	Amount of the Disputed Sum

15.4.5 When an invoice Serious Dispute occurs, the Service Recipient may withhold payment for the disputed amount against subsequent Invoices or issue an invoice for payment to the Service Provider.

## 15.5 Payments

15.5.1 The Service Recipients are required to pay the Service Provider within a period of between 7 and 14 working days of receipt by the Service Recipient of an undisputed Invoice and Invoice Data File.

15.5.2 The Service Provider will operate a 'pay when paid' process with their Lead Suppliers and Secondary Suppliers and will be requested to outline payment terms to said suppliers and the Service Recipients.

15.5.3 Where a Service Recipient agrees extraordinary shorter payment terms in order to meet policy obligations or to support Service Providers, the benefit of this must also be reflected through the supply chain to Lead Suppliers and Secondary Suppliers.

## 15.6 Cost Breakdown

15.6.1 The cost model proposed by the Service Provider is required to be financially transparent through the provision of a cost breakdown provided to the Service Recipients with overall clarity of how costs are constructed to enable robust financial reporting and planning.

- 15.6.1.1 Any proposed re-negotiation of Lead or Secondary supplier fees will be agreed with the Authorised Person/s.
- 15.6.1.2 Any renegotiated fees will be amended in the Solution to ensure new rates are applied to the Service Recipients and savings passed back to the Service Recipient.
- 15.6.2 The Service Provider will not apply additional charges to Lead or Secondary Suppliers. Additional charges would include any rebates, sign up fees, early payment fees or any form of fine, unless explicitly agreed with the Service Recipients during and post implementation.
- 15.6.3 In the event an individual Service Recipient agrees shorter payment terms at any point in the contract duration; these specific payment terms will be immediately be passed down to all Lead and Secondary Suppliers.
- 15.6.4 Where Umbrella Bodies are utilised they will strictly operate under the code of practice supplied The Authority - FCSA guidelines as detailed in **Appendix 4**.
- 15.6.5 The Authority and individual Service Recipient reserves the right to audit the Umbrella Bodies, the Service Provider and Lead / Secondary Suppliers. This arrangement will form part of the contract between the Service Provider and all Lead and Secondary Suppliers.
- 15.6.6 The Service Provider will continually monitor the umbrella companies utilised by Lead and Secondary Suppliers to ensure they have not lost their FCSA accreditation. If they are found to have lost accreditation; the Temporary Workers will immediately be moved to an accredited organisation.
- 15.6.7 The Service Provider will, at all times ensure pay transparency and at the request of the individual Service Recipients carry out full and transparent pay audits to ensure all agreed pay rates and statutory contributions are being applied correctly and no unlawful activity is being applied directly by the Service Provider, Lead, Secondary and or/Umbrella organisations and for the avoidance of doubt this shall extend to providing the Service Recipients with individual payslips and contracts as part of openness and transparency. This includes but is not limited to:
  - 15.6.7.1 ENIC fixed for the Authority (with no exception/variation for each Service Recipient) as per the table below
  - 15.6.7.2 Apprenticeship levy
  - 15.6.7.3 Pension (the Authority reserves the right to review and amend the fixed % charge each period or quarter based on the number of Temporary Workers opting out of the scheme to avoid a potential overcharge)
  - 15.6.7.4 Holiday pay
  - 15.6.7.5 Mark-up will not be applied by the Service Provider to statutory costs including but not limited to ENIC, Apprenticeship Levy, Pension.
- 15.6.8 Statutory contributions including Employer's National Insurance Contributions (ENIC), Apprenticeship Levy contributions and Pension Auto Enrolment (PAE) contributions have been fixed at Service Recipient level. Therefore, these specific contributions shall be charged by the Service Provider and all Lead and Secondary Suppliers as set out below:

Note: These figures will be applied to all Temporary Workers and are a percentage (%) of the pay rate plus holiday pay (WTR) which is a standard 28 days unless otherwise specified in-line with AWR.

Pay Rate Range (£/p) (inc. holiday pay) state per hour	Employer's National Insurance Contributions regardless of age of worker
Min wage - £8.50	6.70%
£8.51 - £9.00	7.10%
£9.01 - £9.50	7.40%
£9.51 - £10.00	7.80%
£10.01 - £11.00	8.30%
£11.01 - £12.00	8.80%
£12.01 - £13.00	9.20%
£13.01 - £14.00	9.50%
£14.01 - £15.00	9.80%
£15.01 - £17.50	10.30%
£17.51 - £20.00	10.80%
£20.01 - £25.00	11.40%
£25.01 - £30.00	11.80%
£30.01 - £40.00	12.30%
> £40.00	12.80%

- 15.6.9 Apprenticeship levy and PAE is fixed across in-scope PAYE Temporary Workers as follows:

Apprenticeship Levy (%)	0.5%
PAE fixed reduced rate to take into account those who opt out	1.65%

- 15.6.10 ENIC, PAE, the Apprenticeship Levy (and any other future additional statutory) contributions will be reviewed bi-annually by the Authority and / or Service Recipients to ensure they are in line with current/future statutory requirements. Service Providers will be communicated to in advance of any changes to enable a suitable sign off and implementation period. Should a change/addition to statutory contributions be implemented, the Service Recipient will review and approve in advance of any change. For the avoidance of doubt, The Service Recipient is not bound to increase Statutory costs payable in law to HMRC, The Treasury of Her Majesty's Government or HM Government departments by the Service Provider if they increase. The Service Provider will not automatically apply any increased charge without the explicit approval of the Authorised Person within the Service Recipient.
- 15.6.11 The Service Provider shall include all relevant contractual and service delivery clauses to all Lead and Secondary Supplier contracts during and post implementation. For avoidance of doubt: the Service Provider shall not include additional, arduous and/or costly clauses in the Lead and Secondary Supplier service contracts at any point and shall ensure transparency of all contractual and service obligations to all parties to ensure fair and equal opportunity.

- 15.6.12 The Service Provider shall be responsible for ensuring all Lead and Secondary Suppliers meet the required standards and policies of the Service Recipients.
- 15.6.13 The Service Provider will undertake the following checks (as a minimum) on all Lead and Secondary Suppliers to ensure competent suppliers who able to perform the required services within the terms and conditions.
- 15.6.13.1 Companies House Registration Information (including certificate of incorporation, latest filed accounts, latest annual return and any changes)
- 15.6.13.2 Worker Terms and Conditions
- 15.6.13.3 Payment Processes for:
- PAYE Workers
  - Umbrella Body Workers
  - Limited Company Workers
- 15.6.13.4 IR35 Compliance
- Process for IR35 to ensure all HMRC guidelines are met
  - How the process is implemented within the business
  - Evidence the contract with the Umbrella Body
  - Evidence IR35 indemnity assuring the agency that appropriate Tax/Ni is being deducted
  - Evidence the process to monitor how internal staff are offering / implementing these service
  - Evidence the remittance from Service Provider to Umbrella Company
  - Evidence remittance from Umbrella Company to sample of agency workers
- 15.6.14 The Service Provider shall re-assess and report to the Service Recipient the checks on all Lead and Secondary Suppliers within the timescales set out by the individual Service Recipient during implementation.
- 15.6.15 The Service Provider shall ensure that where it draws down or receives any money from HM Government as a result of the apprenticeship levy that all monies received for apprenticeship activity connected with the Service Recipient are paid directly to the Service Recipient. The Service Recipient shall be refunded for an equal amount to that received by the Service Provider from HM Government against the 0.5% contribution already paid by the Service Recipient to the Service Provider to ensure that money received by the Service Provider is paid back to the Service Recipient where the Service Recipient has paid 0.5% fees. This shall be credited to the Service Recipient within 2 calendar months of receipt.
- 15.6.16 If the Service Recipient considers that the charges claimed by the Service Provider in any invoice have:
- 15.6.16.1 Been correctly calculated, the invoice shall then be approved and payment shall be made by such method and within such period as specified in **Schedule 7**.
- 15.6.16.2 Not been calculated correctly and/or if the invoice contains any other error or inadequacy, the Service Recipient shall pay the incorrect amount provided the Service Provider amends the charges on the Solution, Invoice and Invoice file by the following week's payroll cycle unless there is a Serious Dispute.

## 15.7 Assignment Management

- 15.7.1 To fulfil the requirements of the Agency Workers Regulations, the Service Provider will actively monitor each pay rate against the permanent rate provided by each of the GLA Group Service Recipients. The Service Provider will provide evidence of checking each rate against the permanent rate and this record shall include but not limited to: a) The name of the person checking the role and rate b) The date it was checked and c) The permanent equivalent salary.
- 15.7.2 The Service Provider shall check and uplift each Temporary Worker on a weekly basis where applicable in line with the Agency Worker Regulations to ensure that on the 13th week the Temporary Worker pay and holiday is uplifted if required and check that all Temporary Workers are in line with the employee pay band equivalents from each of the Service Recipients.
- 15.7.3 The Service Provider shall provide a schedule or timetable for bank holidays published by HM Government annually. The payroll cut off dates shall be agreed in conjunction with each Service Recipient. The Service Provider shall send comms at agreed intervals on the approach to the Bank Holiday deadline with a link to the portal for submission for the Temporary Worker and authorization. The Service Provider shall actively monitor time that has not been submitted or authorized and actively contact the manager to inform them that the Temporary Worker shall not be paid unless the hours are received and authorized. A record shall be kept of all such communications.
- 15.7.4 In the event that a Hiring Manager refuses to certify a time recorded the Service Provider shall be notified within 2 Business Days and resolve with the Hiring Manager in the first instance. If further the Solution is required the incident should be referred to the Contract Manager.
- 15.7.5 In exceptional circumstances, the Service Recipient shall make emergency payments where the time submission deadline has been missed. This shall be carried out within 24 hours of the request.
- 15.7.6 In the event the Hiring Managers requests an emergency payment; the Service Provider shall charge £50 to each managers cost centre.
- 15.7.7 The Service Recipient will pay £25 to the Service Provider for each CHAPS or equivalent payment to be made and the remaining £25 shall be credited to the Service Recipient.
- 15.7.8 The Service Provider shall conduct a quarterly rate audit to ensure correct rates are applied
- 15.7.9 The Service Provider shall manage a 'temp to perm' process, ensuring all Temporary Worker records are closed at the end of the temporary assignment.
- 15.7.10 To ensure the pay rates to the worker, PSC or Umbrella Body are transparent to The Service Recipient, the Service Provider shall provide a pay calculator that is updated on a regular basis. This calculator is for use by each Service Recipient and the Service Provider for calculating all rates.
- 15.7.11 There shall be one pay calculator used across the Service Recipients which shall include detailed calculations to 4 decimal points and include the following costs:
  - 15.7.11.1 Basic pay per hour / day
  - 15.7.11.2 Employer's national insurance

- 15.7.11.3 Days of holiday
- 15.7.11.4 Apprentice Levy
- 15.7.11.5 Service Providers Fill Fee
- 15.7.11.6 Lead Supplier Fill Fee
- 15.7.11.7 Secondary Suppliers Fill Fee
- 15.7.11.8 Service Provider Supply Chain Management Fee
- 15.7.11.9 Talent Pool Fee
- 15.7.11.10 Named Worker for Service Provider
- 15.7.11.11 Named Worker for Lead Supplier
- 15.7.11.12 Named Worker for Secondary Supplier
- 15.7.11.13 Pay type (Ltd, Umbrella, PAYE)
- 15.7.11.14 Pension contribution
- 15.7.11.15 Apprenticeship Levy
- 15.7.12 No other costs shall be applied to the Temporary Worker by the Service Provider, PSC or Umbrella body payable by the Service Recipient and for the avoidance of doubt this pay calculator shall be separate from the Solution.
- 15.7.13 The Service Provider will be required to ensure that all Temporary Workers are paid correctly for the approved time.
- 15.7.14 The Service Provider shall provide resources to manage and process all Temporary Worker queries. This includes checking of approved time and resolving anomalies; ensuring the pay and agency charge rates are updated to meet legislative and business requirements.
- 15.7.15 The Authority is committed to the Mayor of London's policy to ensure that all Temporary Workers are paid in accordance with the National Minimum Wage and the Living Wage incorporating the London Living Wage. and The Service Provider shall comply with this policy and alert the Service Recipient Contract Manager immediately if there is an anomaly.
- 15.7.16 No Temporary Worker shall be engaged on a zero hours contract without the written permission of the relevant Service Recipient Contract Manager.
- 15.7.17 The Authority reserves the right to enforce involuntary Furlough, during the Furlough period Temporary Workers will not be paid by the Authority but may request paid annual leave from their agency if applicable. The Authority will provide 4 months written notice to the Service Provider confirming the Furlough dates, the Furlough period will never exceed 2 weeks. The Service Provider must provide a minimum of 4 months' notice to the agency workers.
- 15.7.18 The Authority reserves the right to limit the number of weeks a Temporary Worker can work throughout a calendar year.

## 15.8 **Invoice Data File and Reporting Requirement**

- 15.8.1 The weekly invoice will be supported by an Invoice Data File which enables internal charging to the Service Recipients & their budget holders. The data

fields required are subject to agreement as part of the implementation phase but are likely to include the following requirements as a minimum but not limited to the following via a secure method to the Service Recipients:

Invoice Data File Requirement	Unique personal identification number for the individual from the Solution (as minimum)
	Payroll Number
	Gross inc. total
	Net inc. total
	VAT
	Cost Centre
	Time, Project/Activity Codes (or specific Service Recipient equivalent detailed during Implementation)

- 15.8.2 In addition to the above Invoice Data File, the Service Provider shall provide a report including all the information stated in the Reporting section **Appendix 15**.

## 16. AGENCY WORKER REGULATIONS (AWR)

- 16.1.1 The Service Provider is accountable for the management and execution of AWR payments and for gathering the necessary information required to facilitate them.
- 16.1.2 Clear standards together with roles and responsibilities are detailed in the Payroll - AWR and Pay Standards (**Appendix 2**) and include instructions about the 13-week qualification and where this applies; annual pay rises and applications for pay rises; ad hoc rises and benefits; queries and challenges and where applicable these details are included on the Authority's Rate Card.
- 16.1.3 The Service Provider shall implement a mechanism for a Temporary Worker to request a review of their pay compared to the permanent equivalent employee and a system for communicating this request to the Service Recipient Contract Manager and Hiring Manager.
- 16.1.4 The Authority's Rate Card will indicate which roles are to be paid permanent equivalent rates from week 13 and which roles are to be paid permanent equivalent rates from day 1.
- 16.1.5 To fulfil the requirements of the Agency Workers Regulations, the Service Provider will actively monitor each pay rate against the permanent rate provided by each of the GLA Group Service Recipients as reflected on the latest version of the Authority's Rate Card.
- 16.1.6 The Service Provider will provide evidence of checking each rate against the permanent rate and this record shall include a) The name of the person checking the role and rate b) The date it was checked and c) The permanent equivalent and this record shall form part of the Reporting and Management Information detailed in **Appendix 15**.

- 16.1.7 During and post implementation, the individual Service Recipients will provide permanent salary equivalent rates for AWR comparison and shall provide instructions for detailing the method for Payroll - AWR and Pay Standards (**Appendix 2**) to ensure permanent equivalent rates are applied.
- 16.1.8 The Authority shall at all times comply with its obligations to provide any Temporary Workers with access to collective facilities and amenities and employment opportunities subject to and in accordance with Regulation 12 and 13 of the Agency Worker Regulations.
- 16.1.9 In the event that either party, or any sub-contractor of the Service Provider receives an allegation by any Temporary Worker that there has been a breach of the AWR in relation to the supply of that person to the Authority by the Service Provider (whether that allegation has been made as a request for information under Regulation 16 of the AWR or otherwise), that party shall provide a copy (if in writing or details) of that allegation to the other party within seven days of receipt. The parties shall co-operate with each other in relation to responding to that allegation, which shall include supplying any information which may be reasonably requested by the other party and complying with any reasonable requests in relation to the contents of any response.
- 16.1.10 The Service Provider shall ensure that AWR payments due as a result of pay rises are carried out in a timely manner and in any case within 3 months of the pay rise becoming effective and this shall include any backdated AWR payments.
- 16.1.11 The Service Provider shall operate an invoice and invoice data file and BACS payments and other payment actions for all Service Recipients in line with the Payroll – AWR and Pay Standards in **Appendix 2**.

## 17. **PERSONAL SERVICE COMPANIES AND IR35 ARRANGEMENTS**

### 17.1 **General provisions and accountability**

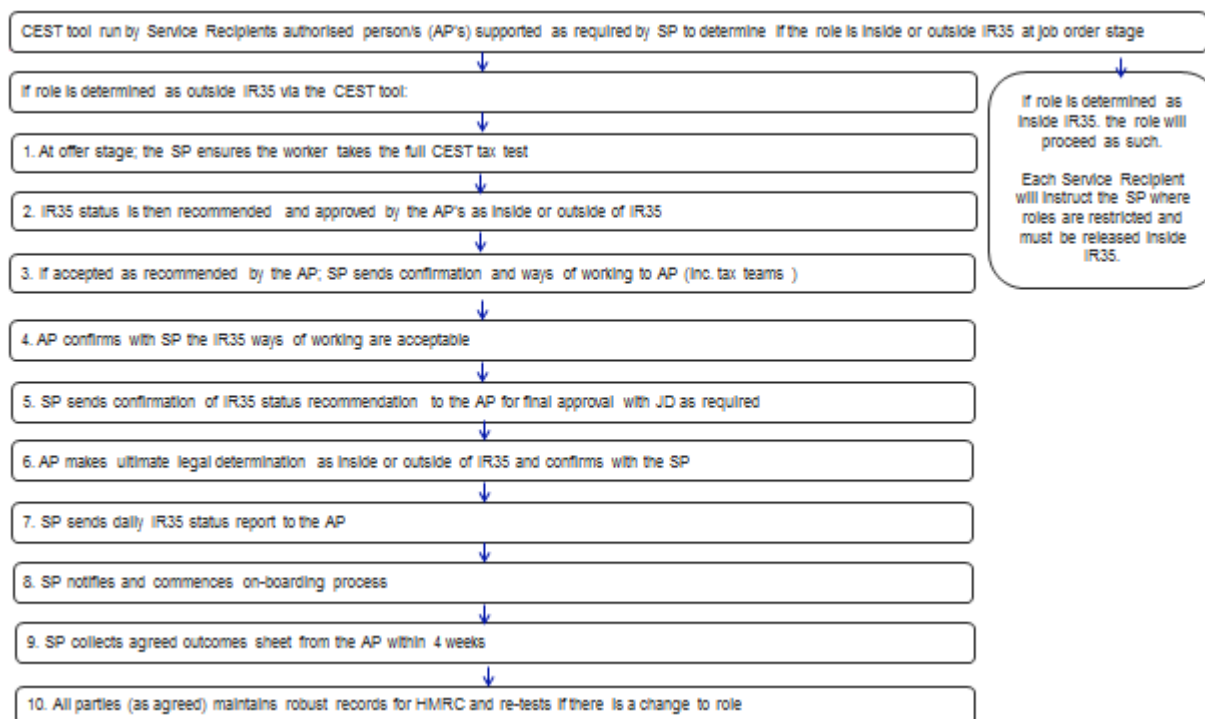
- 17.1.1 The Service Provider shall provide the individual Service Recipients with IR35 expertise and advice during the Implementation Period and throughout the contract duration; taking into account and implementing strict procedures to ensure compliance at all times. Communicating and effectively managing the regular updates and changes in legislation.
- 17.1.2 Whilst the IR35 process for each Service Recipient will be fully determined during implementation; the Service Provider shall manage the IR35 process, in line with the below:
- 17.1.3 Be accountable for advising (where required), the Contract Manager (CM), Authorised Person/s (AP) and/or the Hiring Manager (HM) of IR35 status as outlined in the Finance Act 2017, Part 1 and Part 2, specifically ITEPA known as the 'Intermediaries Legislation' and referenced on the government website:  
[https://www.legislation.gov.uk/ukpga/2017/10/pdfs/ukpga\\_20170010\\_en.pdf](https://www.legislation.gov.uk/ukpga/2017/10/pdfs/ukpga_20170010_en.pdf) to aid the CM or AP Person/s in making a legal determination of IR35 status.
- 17.1.4 Oversee the determination process and record IR35 testing and compliance.
- 17.1.5 Define, during implementation each Service Recipient's nominate Contract Manager or other Authorised Person (including Hiring Managers).
- 17.1.6 Ensure any deviation to the process is agreed in writing with the Authority Head Agreement Manager.



- 17.1.7 Hold accountability for record keeping; ensuring the Solution reflects the IR35 tax status determination.
- 17.1.8 All parties to keep exhaustive records of any and all communications regarding IR35 determination including but not limited to:
  - 17.1.8.1 Email communications
  - 17.1.8.2 CEST tool records
  - 17.1.8.3 Responses automated and manual to tax testing outcomes
  - 17.1.8.4 the Service Recipients' nominated representative
  - 17.1.8.5 Legal tax determinations
  - 17.1.8.6 All correspondence / communications with HMRC
  - 17.1.8.7 Communications from the Service Recipients' Tax, Legal, HR & Commercial
- 17.1.9 For roles authorised to operate outside IR35; ensure the agreed outcomes are confirmed with the Authorised Person within 14 days of the start date and recorded on system for each assignment.
- 17.1.10 At no point, pass any cost to the Temporary Worker for the CEST tax testing.
- 17.1.11 Oversee any necessary reviews should the role:
  - 17.1.11.1 Materially change
  - 17.1.11.2 Undergo change of job title
  - 17.1.11.3 Extend or renew
- 17.1.12 Manage and maintain a proactive relationship with HMRC's CEST team.
- 17.1.13 Effectively manage queries and escalations from test agencies, Independent Contractors, Temporary Workers, Service Recipient Contract Managers and/or Authorised Persons.
- 17.1.14 The Service Recipients do not permit the Service Provider its Lead / Secondary Suppliers (including umbrella companies) to engage a Personal Service Company or LLP and pay IR35 tax on their behalf.
- 17.1.15 The Service Provider shall either engage an Independent Contractor, a PSC, LLP as such and tax shall be the sole liability of the Personal Service Company or LLP or the Service Provider shall engage them as a Temporary Worker via PAYE or as an individual paying PAYE via an umbrella company.
- 17.1.16 The Service Provider will manage and ensure the 100% compliant IR35 processes for all new and existing roles – capturing and documenting the full job description or equivalent. If appropriate, where there is no significant difference in the role, it is reasonable to apply pre-defined IR35 determination for new requisitions.
- 17.1.17 The Service Provider shall manage the full IR35 determination process utilising the most up to date tools; ensuring compliance with any changes/updates in legislation.

17.1.18 During the Implementation Period; the Service Provider shall work with the Service Recipients to retest all roles to ensure those currently deemed outside of IR35 section are 100% compliant with any change in status being implemented and managed effectively.

## 17.2 IR35 Determination Process



## 17.3 Influencing and Training

- 17.3.1 At the request of the Service Recipient; the Service Provider shall deliver workshops and/or presentations at no extra cost to promote best practice and essential ways of ensuring compliant IR35 legislation. Content to be approved by the Service Recipient Contract Manager prior to delivery.
- 17.3.2 The Service Provider shall, in addition to the above, provide links to training and online guidance for Service Recipient Contract Manager or Authorised Person/s.

## 17.4 Appeals and determination results

- 17.4.1 The Service Provider upon request by the Independent Contractor or Temporary Worker shall provide a copy of the Service Recipient's determination with rationale within 45 days of the request and notify the Service Recipient Contract Manager of any such requests.
- 17.4.2 The Service Provider shall oversee any appeal or challenge to a test result or legal determination in a timely fashion with and in line with the Service Recipient's appeals process that shall be agreed upon Implementation.

## 17.5 Substitution:

- 17.5.1 The Service Provider shall allow and encourage genuine substitution for Independent Contractors determined as outside of IR35. The Service Provider will provide genuine substitutes for Independent Contractors determined to be outside of IR35, to carry out work for a Service Recipient, as necessary (including as and when requested by a Service Recipient). All substitutions must have appropriate vetting.

- 17.5.2 Payment shall not be made directly by the Service Provider. The Substitute shall receive pay via the substantive Personal Limited Company.
- 17.5.3 A substitute is subject to all of the compliance requirements as detailed in Section 11 – Compliance and On-Boarding.
- 17.5.4 Where a substitute is utilized, The Service Provider shall ensure they are provided with a building pass and network computer access in line with each Service Recipient's requirements. The Personal Service Company shall not share their building pass or computer access with their substitute except via the authorised route in line with the Computer Misuse Act.

## 18. IMPLEMENTATION

- 18.1.1 The Service Provider shall make certain that the Implementation Period is set out and managed effectively to ensure the orderly and seamless handover of the Services.
- 18.1.2 The Service Provider shall obtain maximum buy-in at all levels across the Service Recipients by applying the level of resource, skill, care and diligence in the performance of the implementation tasks and obligations as agreed by the Authority in accordance with the tender process.
- 18.1.3 A detailed Implementation Plan will deliver (as a minimum) the workstreams detailed in the table below and include the proposed approach, timeline and workstream leads that will be taken / required for each detailed phase:
- 18.1.3.1 Implementation is the period in which the individual workstreams are set up and signed-off
- 18.1.3.2 Go-live is the date on which the new service is switched on and the old service ceases to run
- 18.1.3.3 Service mobilisation is an agreed period following the go-live date

Workstreams	Description
<b>Key Implementation Resource</b>	Implementation resource plan detailing the deployment of key resource across the Service Recipients to include roles and responsibilities for the following parties: <ul style="list-style-type: none"> <li>• Service Provider</li> <li>• Service Recipients</li> <li>• Lead Suppliers</li> <li>• Technology partners</li> </ul>
<b>Stakeholder Engagement &amp; Communication</b>	Comprehensive communication and engagement plan encompassing all internal and external Service Users and supported by relevant training material
<b>Identify Service outputs</b>	Identify additional common services and any bespoke requirements across the GLA Group in addition to those already captured by the tender documentation. Incorporate all requirements to provide an individual service output plan (inc. KPI's) to be agreed by the Authority and / or individual Service Recipients
<b>Strategy for Delivery and Category fulfilment</b>	Identify sourcing, recruitment and delivery mechanisms; finalise sourcing strategy inc. supply chain delivery structure per category including: <ul style="list-style-type: none"> <li>• Current worker migration strategy</li> <li>• Identification and on-boarding of Lead and Secondary Suppliers</li> </ul>

	<ul style="list-style-type: none"> <li>Recruitment process and service delivery model – final agreement on the 8-step recruitment and hiring process</li> <li>Talent Pool</li> </ul>
<b>Account Management</b>	Deployment of the centralised (Authority) and localised Service Recipients) on and off-site Account Management structure/s On-site team output requirements processes finalised and documented Communication and training plan
<b>Solution/s</b>	<p>Solution/s implementation and roll out interface requirements and feasibility mapped The Solution operational, financial and reporting workflows mapped:</p> <ul style="list-style-type: none"> <li>Data upload</li> <li>Payroll, data and payment workflows</li> <li>Organisation hierarchy, approvals and data fields</li> <li>Support and training</li> </ul> <p>Talent Pool implementation and extraction/import of data from existing systems Time recording, payrolling, holiday pay and payment workflow User acceptance testing Go-live strategy / service switch Performance reporting and management information</p>
<b>Initial Reporting</b>	Defining baseline information against which service improvements and financial savings (direct and indirect) will be measured.
<b>Compliance and on-boarding</b>	<p>Finalise and document Authority wide and individual Service Recipient:</p> <ul style="list-style-type: none"> <li>Compliance and pre-employment vetting</li> <li>Onboarding processes</li> <li>Audit requirements</li> </ul>
<b>Key Performance Indicators and Reviews</b>	<p>Finalise and document Authority wide and any individual Service Recipient Service Levels and KPIs variances Commencement of formal service reviews</p>

Note: These workstreams are not exhaustive. The Service Provider will be responsible for building out the full implementation plan and setting out any additional workstreams.

18.1.4 During implementation, the Service Provider will deliver a high level of Temporary Worker management and care including but not limited to:

- 18.1.4.1 Ensuring all compliance documents are collected and retained securely and centrally without being mislaid or having to go back to a Temporary Worker for additional information
- 18.1.4.2 Visiting all Temporary Workers on-site to facilitate registration and obtain documents
- 18.1.4.3 Signposting and provide clear expectation and instruction for all required documents to ensure the Temporary Workers understand what is expected from the outset
- 18.1.4.4 Utilising and verify electronic documents wherever possible
- 18.1.4.5 Addressing any unrest and/or contractual challenges including insurance requirements and IR35 queries from the Temporary Worker population. Implementing effective communication measures throughout the process including onsite drop in sessions, one to one meetings and on-going communications / updates

- 18.1.4.6 Operating a telephone and email helpline including any other helpline to provide a detailed response within 24 hours to a) Temporary Workers b) Service Recipients' Contract Manager
- 18.1.4.7 Detailing, as part of the implementation plan per Service Recipient, the management and the Solution of legal and contractual challenges from incumbent third-party suppliers to ensure smooth transfer at minimum cost to The Authority
- 18.1.4.8 Drawing up, as part of the implementation plan a risk and mitigation matrix for incorrect or late payments
- 18.1.4.9 Ensuring correct tax codes are applied to all Temporary Workers transferring – avoiding emergency tax coding
- 18.1.4.10 Ensuring all holiday hours and days owed to Temporary Workers are correctly captured on time in order to apply the correct holiday entitlement and payment to all Temporary Workers

## 19. **MANAGEMENT OF TEMPORARY WORKERS**

### 19.1 **Temporary Worker Management**

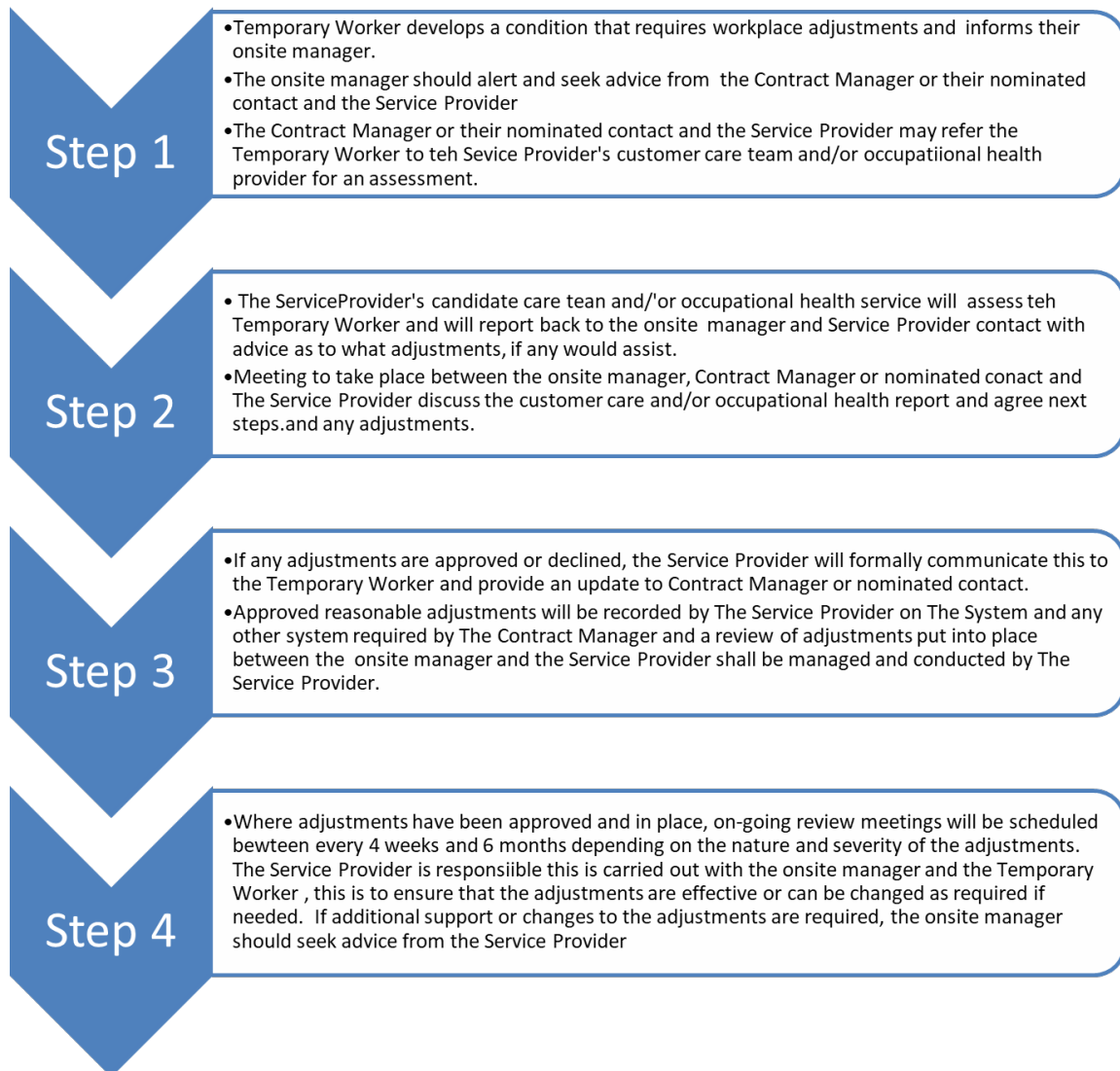
- 19.1.1 The Service Provider shall ensure that once the Temporary Worker is on-boarded, they are effectively managed on a day to day basis. Meeting the needs of Hiring Managers and the Service Recipient Contract Manager and ensuring issues are handled promptly and immediately.
- 19.1.2 During Implementation, the Service Provider shall propose their own Guide for Managers that addresses all the points in this section, Section 7.2 Temporary Workplace Adjustments, Section 5- Personal Service Companies and IR35 Arrangements and Section 4 - Agency Worker Regulations. The guide shall be reviewed and agreed by The Authority prior to publication and distribution.
- 19.1.3 The Service Provider shall operate processes and procedures to ensure that workplace adjustments including 'reasonable adjustments' take place to support Temporary Workers and Hiring Managers and to ensure that it and the Service Recipients meet their legal obligations.

### 19.2 **Temporary workplace adjustments**

- 19.2.1 Temporary workplace adjustments or light duties are normally short-term work adjustments for Temporary Workers who have temporary medical restrictions preventing them from performing their own role
- 19.2.2 Temporary workplace adjustments duties may apply in the following situations but are not wholly limited to the following situations:
  - 19.2.2.1 A Temporary Worker returning from long term sickness requiring a time based physical workplace adjustments
  - 19.2.2.2 Due to a medical reason the Temporary Worker cannot perform their current duties, for example returning from an operation or a mental health issue
  - 19.2.2.3 Pregnancy or pregnancy related sickness
  - 19.2.2.4 Broken bones or physical ailments

19.2.2.5 Some other substantial reason such as a temporary adjustment as recommended by The Service Provider's occupational health service or recommended to them by a physician

19.2.3 The following steps may help determine if a Temporary Worker should undertake reasonable adjustments or temporary workplace adjustments:



19.2.4 When the Service Provider's occupational health service recommends restricted duties, the Service Provider will:

19.2.4.1 Provide a memo (report/advice) or information on medication

19.2.4.2 List the duties the Temporary Worker is recommended not to take (restrictions)

19.2.4.3 Indicate when they will be able to return to their substantive duties

Temporary workplace adjustment review:

19.2.5 Where adjustments have been implemented, follow up review meetings need to be scheduled every 4 weeks (temporary workplace adjustments) or 6 months (long term reasonable adjustments) between the onsite manager and

Temporary Worker, this is to ensure that the adjustments are effective or can be changed as required if needed. If additional support or changes to the adjustments are required, the onsite manager should seek advice from The Service Provider's candidate care team and occupational health service.

19.2.6 Examples of adjustments to working arrangements include:

- 19.2.6.1 Allowing a phased return to work
- 19.2.6.2 Changing an individual's working hours
- 19.2.6.3 Changing an individual's working office location
- 19.2.6.4 Arranging home or smart working to enable agile working, provided a safe environment can be maintained and this is a practical and reasonable the Solution whereby the Worker has the required equipment as agreed with the onsite manager.

Note: The Service Recipients will only pay for the hours worked

19.2.7 Examples of adjustments to premises include:

- 19.2.7.1 Moving tasks to more accessible areas
- 19.2.7.2 Making alterations to premises, if this is required, discuss with the onsite manager

19.2.8 Examples of adjustments to a job include:

- 19.2.8.1 Providing new or modifying existing equipment and tools
- 19.2.8.2 Modifying work furniture
- 19.2.8.3 Providing additional training
- 19.2.8.4 Modifying instructions or reference manuals
- 19.2.8.5 Modifying work patterns and management systems
- 19.2.8.6 Arranging telephone conferences to reduce travel
- 19.2.8.7 Providing a buddy or mentor
- 19.2.8.8 Providing supervision
- 19.2.8.9 Reallocating work within the Temporary Worker's team
- 19.2.8.10 Performance

19.3 **Performance Management of Temporary Workers**

- 19.3.1 The Service Provider is accountable for the performance management of their Temporary Workers. The following or equivalent process shall be specified and adopted in the 'Guide for managers' by the Service Provider:

***First Stage – Management of Temporary Workers***

- 19.3.2 Where managers have any concerns with a Temporary Worker's performance or behaviours, they will speak to the Temporary Worker. If the concerns are serious, they shall advise the Service Provider as well. In the first instance by detailing those concerns and required improvements with agreed timelines

and review periods to improve performance. The manager shall keep a record of the concerns and any email communications.

19.3.3 If the Service Provider has been informed, they shall discuss performance or behavioural concerns with the Temporary Worker, advising them of required improvements to be undertaken and review periods.

19.3.4 The Service Provider shall record the issue on the Solution.

### ***Second stage***

19.3.5 If performance, attendance or behavioural concerns persist, the manager will discuss the issues with the Service Provider.

19.3.6 The Service Provider must then discuss matters with the worker advising them of concerns and required improvements, making it clear that there must be an immediate change or assignment may be terminated.

19.3.7 A third stage mirroring the second stage may or may not be appropriate.

### ***Serious Misconduct***

19.3.8 In cases of serious misconduct, where it may not be appropriate for the Temporary Worker to remain in the business, for example but not limited to if an individual attends the workplace under the influence of alcohol or illegal substances, or where there is threatening behaviour, violence or theft, the two stage process above may not apply. The manager in conjunction with the Service Provider shall decide on the course of action.

19.3.9 If a manager is unable to speak with the Service Provider because the misconduct has taken place at the weekend or a bank holiday, the manager may send the agency worker home pending a decision about their future role in the business and this will be treated as a suspension pending investigation.

19.3.10 The Service Provider is responsible for the termination of any Assignments and for informing the Temporary Worker concerned. The Service Recipient must not communicate these decisions to the Temporary Worker.

19.3.11 The manager may because of circumstances, supported by evidence, request that the action taken by the Service Provider results in a termination ahead of any other actions being taken

19.3.12 When completing leaver forms on the Solution, the Service Recipient must record the reason for termination and whether worker is suitable for future assignments to allow for a check to be implemented on the Solution with the Service Recipient Contract Manager prior to re-engagement.

19.3.13 For minor misconduct, for example, poor performance and lateness, notice must be to the Temporary Worker, regardless whether the candidate is on-site or not.

19.3.14 For conduct issues or issues of conduct related to attendance issues, notice will not be paid by the Service Recipient.

## **19.4 Reasonable Adjustments**

19.4.1 The Service Provider shall oversee the provision of reasonable and workplace adjustments for Temporary Workers, these are known as "Reasonable Adjustments".

19.4.2 The duty to make Reasonable Adjustments is a complex legal issue and should be considered on a case by case basis. Managers should contact the



Service Provider if they consider reasonable adjustments may be required for a Temporary Worker.

- 19.4.3 The obligation to make a Reasonable Adjustment arises if Temporary Worker is disabled – under the definition in the Equality Act 2010 ("the Act") and if those adjustments are reasonable.
- 19.4.4 The purpose of Reasonable Adjustments is to help disabled Temporary Workers and applicants, or Temporary Workers in certain circumstances, for example to assist the Temporary Worker to fulfil their existing role.
- 19.4.5 The Equality Act 2010 defines a disabled person as someone who has a physical or mental impairment that has a substantial and long-term adverse effect on his or her ability to carry out normal day-to-day activities. "Substantial" – means a person has to complete a day to day task differently or requires help to complete the task. Long-term – means 12 months or likely to last 12 months or more.
- 19.4.6 Certain conditions are automatically deemed to be a disability for the purposes of the Act, regardless of how long the individual has had the condition for. Deemed disabilities include: cancer, HIV infection, multiple sclerosis, blindness and severe sight impairment.
- 19.4.7 People with differing disabilities, do not always face the same barriers, so may a wide range of potential and reasonable adjustments will be considered including:
  - 19.4.7.1 How effective the adjustment is in overcoming the substantial disadvantage that the disabled person face
  - 19.4.7.2 How practical the proposed adjustment is
  - 19.4.7.3 Any financial implications – however cost alone will rarely be sufficient reason not to make the adjustment

## 19.5 **Display Screen Equipment (DSE), glasses and eye tests**

- 19.5.1 Under the Display Screen Equipment Regulations, the Service Provider is responsible for providing eye tests and protective equipment where required.

## 19.6 **Pregnancy and Temporary Workers**

- 19.6.1 Temporary Workers have different maternity rights from women who are employees. If a Temporary Worker becomes pregnant during their assignment the Hiring Manager must notify the Service Provider directly. Once the manager is aware a Temporary Worker is pregnant they must consider health and safety risks to ensure the assignment is suitable and/or to remove identified risks and modify tasks as required. Any identified risks must be communicated to the Service Provider immediately.
- 19.6.2 On notification of a Temporary Worker being pregnant, the Service Provider shall carry out a risk assessment which shall include a pregnancy risk form to be completed and signed by the manager and this shall be retained on the Solution and any other requirements outlined in the Service Recipients' Compliance and On-Boarding Section 8.

## 19.7 **Investigations, inquiries and legal issues**

- 19.7.1 Where a Service Recipient Contract Manager or a Hiring Manager, manager or member of staff raises a concern or complaint or requires an investigation to be carried out to assist the Service Recipient with its business or respond to a complaint, the Service Provider shall cooperate and conduct

investigations and gather information and intelligence and provide advice and disclose information required to assist the Service Recipient with its inquiry.

19.7.2 Where a sensitive matter of fraud forms part of the inquiry, the Service Provider and The Service Recipient shall ensure that their respective fraud and compliance teams talk directly and complete a data protection and GDPR exemption form required for protection in law.

19.7.3 Where there is an actual, alleged or suspected criminal inquiry, The Service Provider shall always notify the Service Recipient Contract Manager and cooperate fully with the Service Recipient Contract Manager, the Service Recipient's legal and HR representatives, fraud and any other personnel authorised by The Service Recipient.

#### **19.8 Temporary Worker grievances and complaints**

19.8.1 Where a Temporary Worker raises a complaint or grievance to the Service Provider, the Service Provider shall manage that complaint and where that complaint concerns workers or staff other than the Service Provider's Temporary Workers or the Service Provider's Lead Supplier or Secondary Suppliers, the Service Provider shall liaise with the Service Recipient Contract Manager.

19.8.2 If a Temporary Workers raises a grievance or complaint with a manager about an employee that they may or may not work with, the Service Recipient's employee grievance procedures shall not apply. The grievance complaint/grievance shall be received by the Service Provider in the first instance. The Service Provider shall raise the matter with the Service Recipient Contract Manager for investigation by the Service Recipient.

#### **19.9 Language**

19.9.1 The default language for all Temporary Workers and services shall be English and this requirement shall extend to oral communications and all written communications and instructions including any training or technical material provided by any Temporary Worker.

19.9.2 The Service Provider is required to ensure that Temporary Workers have a standard of English that is sufficient to meet this requirement and perform their duties unless, the Service Recipient permits in writing the presence of Temporary Workers for a specific role to be supplied by the Service Provider who are not competent in the English language provided that the Service Provider can demonstrate to the satisfaction of the Service Recipient that such team members will receive the required safety training/briefing (including any emergency procedures) before commencing work;

#### **19.10 Training**

19.10.1 Temporary Workers should only be trained within the Service Recipient in specific courses/subjects which they would not be able to obtain elsewhere eg safety, IT and licensing of the use of specific systems or safety system or working procedures, for example but not limited to London Underground safety licences. Local induction and site specific training will be provided where necessary.

#### **19.11 Accidents**

19.11.1 No matter how minor the accident, the Service Provider shall have a process for recording and investigating accidents at work and shall notify the Service Recipient Contract Manager. The Service Provider shall investigate all accidents and put in place mitigations. The Service Provider shall also follow

the Service Recipient's procedure for recording and handling accidents at work.

## 20. COMPLIANCE AND ONBOARDING

- 20.1.1 The Service Recipient specifies baseline, mandatory compliance and onboarding requirements for all hires made by the Service Provider on behalf of each Service Recipient as specified throughout this Section 10.0. These requirements shall be adhered to by the Service Provider in every case. Note: This section captures all current compliance and onboarding requirements for the Service Recipients; any further / future requirements or amendments to existing requirements shall be agreed individually during or post implementation and shall be delivered at no extra cost.
- 20.1.2 Compliance requirements for the Service Recipients are detailed in **Appendix 9 – The Service Recipient Compliance Pre-Engagement Screening Matrix** and additional requirements specific to Transport for London and Metropolitan Police Service - **Appendix 12: Metropolitan Police Service BSS Retention Period**.
- 20.1.3 All requirements as stated throughout this section are baseline requirements and mandatory therefore, no deviation from these requirements will be permitted except upon receipt of written authority by the Authority Head Agreement Manager.
- 20.1.4 The Service Provider shall employ technologies to automate and expedite compliance checking. These technologies may include API plug in technologies to ensure live verification of credentials with the Home Office and Disclosure and Barring Service.
- 20.1.5 The Service Provider shall hire and ensure compliance of the Temporary Worker in a timely manner and in accordance with the Key Performance Indicators outlined in **Schedule 6**.
- 20.1.6 Costs for necessary compliance and onboarding checks, including international checks will be borne entirely by the Service Provider. The Service Recipients shall not incur any additional charges for these services.
- 20.1.7 The Service Provider will ensure that all Temporary Workers have pre-engagement checks as outlined here: <https://www.gov.uk/check-job-applicant-right-to-work> including but not limited to right to work, visa requirements, identity, a basic DBS criminality check received or applied for with a DBS reference application number or UK Government Security Vetting (SV) fully completed and received as clear or approved by the Service Recipient or authority as outlined here <https://www.gov.uk/guidance/security-vetting-and-clearance> for all policing and criminal intelligence Service Recipients including the Metropolitan Police Service and the British Transport Police by the time the Temporary Worker starts on their first day of assignment with the Service Recipient or authority and there shall be no exceptions. See **Appendix 11 – The Authority - Right to Work**.
- 20.1.8 The Service Provider may subcontract the requirements outlined throughout this Section but shall retain accountability for ensuring the standards and requirements are adhered to.
- 20.1.9 The Service Provider shall operate transparency of contracts and pay with their worker and shall ensure that all workers engaged by the Service Provider and their Secondary Suppliers, including Lead Suppliers and their Secondary Suppliers who are contracted to work on assignment to The Service Recipients understand and agree to release of their worker contract and contractual terms and pay to the Service Recipients and their Contract Managers at any time and shall put in place and ensure written agreement

from each worker and supplier to enable such disclosure and compliance with GDPR and other data protection requirements during implementation, when signing up new suppliers and for workers during the onboarding stage.

- 20.1.10 The Service Provider shall, upon request of the Service Recipients provide reports and copies of all contracts and contractual terms, letters of engagement, pay agreements, pay, time recorded, for any purpose whatsoever.

## 20.2 **Right to work in the United Kingdom and identity**

- 20.2.1 The Service Provider shall ensure that the following onboarding and compliance checks are carried out for all Temporary Workers:
- 20.2.2 Identity checks & right to work in the UK must satisfy Home Office requirements including the Right to Work Checklist here <https://www.gov.uk/check-job-applicant-right-to-work> and will include a thorough and robust check of the documents as outlined by the requirements of List A and List B here: [https://www.gov.uk/government/uploads/system/uploads/attachment\\_data/file/441957/employers\\_guide\\_to\\_acceptable\\_right\\_to\\_work\\_documents\\_v5.pdf](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/441957/employers_guide_to_acceptable_right_to_work_documents_v5.pdf).
- 20.2.3 Where there is any doubt about the authenticity or legal right to work in the UK, the Service Provider shall ensure that the Home Office Employer Checking Service is contacted as outlined here <https://www.gov.uk/employee-immigration-employment-status> and shall obtain and retain a certificate or confirmation of the right to work that will be retained on the Solution, that confirms the right to work in the UK.
- 20.2.4 Temporary Workers proof of address from one of the following documents that must be less than 3 months old: utility bill, a letter from any government department (Inc. HMRC) or official government organisation, local authority council tax bill, bank or building society statement credit card statement or letters from Head Teachers or Principals for younger candidates. These can be a printed or pdf file copy or screenshot from individual on-line communication if preferred for online services as long as the communication includes the Individual information required (it must not be generic). A mobile phone bill is not acceptable. The Service Provider shall ensure that proof of address is held on the Solution and must be kept up to date and revisited as required. The Service Provider will ensure that copies of all 'right to work' documents, as defined by the Home Office (List 1 and List 2 and the Right to Work Checklist), are received and available to the Authority upon request prior to the assignment start date. All documents must be countersigned by a member of the Service Provider's team with the words 'I confirm this is a true copy of the original seen by me today' together with a printed name, signature and date or an equivalent mechanism put in place to ensure that the correct validation and verification of the documents has taken place. These copies shall be retained by the Service Provider.

## 20.3 **Visas and work permits**

- 20.3.1 The Service Provider shall operate a proactive and robust procedure to ensure that every worker has a valid visa or work permit in place at all times where required.
- 20.3.2 The Service Provider shall ensure that the expiry date of any visa or work permit is identified and the visa or work permit is renewed in line with Home Office requirements ahead of its expiry and that the worker shall at all times be covered by a valid visa or work permit.
- 20.3.3 In cases where the Work Permit is expiring with less than 4 calendar weeks to go, the Service Provider shall inform the relevant Service Recipient

Contract Manager or their Authorised Individual, as agreed at Implementation in writing, and provide a remedial plan agreed with the Line Manager.

20.3.4 Temporary Workers who do not have a valid Work Permit must have their assignment terminated or paused and must not attend work or be paid for work, use any of the Service Recipient's IT systems or be present on any of the Service Recipient's estates until a valid work permit is in place.

20.3.5 It is not acceptable to engage a Temporary Worker on assignment with a visa or work permit where their visa or work permit has expired or their passport has expired without written confirmation from the Employer's Checking Service that they have an accepted defence and right to work in the UK.

#### 20.4 **Identity**

20.4.1 The Service Provider shall upload a photograph of the Temporary Worker on the Solution for ID and verification purposes. The photograph may be copied from a passport or other ID document.

20.4.2 The photograph must be visible to the Hiring Manager and the Temporary Worker's Manager on the Solution to ensure that the photograph of the individual interviewed and appointed in the role is the same individual who undertakes the role. The Service Provider shall ensure that the Temporary Worker's Manager confirms on the Solution that the photograph of the individual interviewed and appointed in the role is the same individual who undertakes the role; a record shall be kept against the photograph and available for inspection by the Authority's auditors at any time.

#### 20.5 **Employment history and references**

20.5.1 The Service Provider shall provide at least two written employment related references (one of which shall relate to a period of employment within the last 3 months). All references must conform to the time period in the table below from the date of hire and must be received from the previous employer's email address and shall confirm the dates of employment. Any reference received from an individual or other email account will not be accepted.

20.5.2 The Service Provider will check and verify why employment was ended in the case a candidate has previously worked with children or vulnerable adults.

20.5.3 The baseline for referencing is as follows:

<b>Service Recipient</b>	<b>Number of Years referencing</b>	<b>Baseline Individual Security Standard (BPSS applies)</b>
Metropolitan Police Service	5 years of references	Yes
British Transport Police	5 years of references	Yes
Transport for London	2 years of references	No
Greater London Authority	2 years of references	No
London Fire Brigade	3 years of references	No

Oak Common and Park Royal Development Corporation	2 years of references	No
London Legacy Development Corporation	2 years of references	No
MOPAC	5 years of references	Yes

- 20.5.4 For certain roles, the Service Recipient reserves the right to request that the Temporary Worker be referenced for 5 years and this will be agreed in writing with the Service Provider.
- 20.5.5 Employment references will only be accepted from the Temporary Worker's previous Line Manager or an associated senior manager that they indirectly reported to or a member of the Temporary Worker's Human Resources department
- 20.5.6 For the sake of referencing, an employment related reference mean a reference from:
- 20.5.6.1 An employer
  - 20.5.6.2 An educational or training establishment
  - 8.5.6.3 A voluntary organisation or charity with a UK registered charity number or equivalent
- 20.5.7 Where a Temporary Worker was in education or training during the time period shown in the table in section 8.5.3 the reference may be provided by an academic tutor from the educational or training establishment or the faculty or establishment's office. The reference must be provided on an official email from the educational or training establishment. References from Individual or other email accounts are not acceptable.
- 20.5.8 The Service Provider shall ensure that all Temporary Workers are referenced to work for the Service Recipient before they commence their assignment.
- 20.5.9 For specific cases where the start date is immediate and written references cannot be obtained within the timescales; phone references may be accepted but must be verified by a formal follow up email from an approved referee in line with **8.5.6**. As a minimum, the dates must be confirmed to verify the reference period. All phone references must be emailed back to the Service Provider who will verify the references and referee as valid and in line with contractual obligations.
- 20.5.10 The Service Provider must notify the Service Recipient Contract Manager or their Authorised Individual, identified and agreed at the Implementation Period, of any gaps in employment or if references are unavailable or missing or where there is a delay. The Service Recipient Contract Manager or their Authorised Individual will subsequently review the individual circumstances of the hire.
- 20.5.11 Where the Service Recipient Contract Manager or their Authorised Individual is satisfied that sufficient references have been received, any outstanding references or alternative arrangements may be pursued after the first day of hire upon the Service Provider obtaining written authority from the Service Recipient Contract Manager or their Authorised Individual to proceed with the hire.

- 20.5.12 Where references in Section 8.5.3 are outstanding on the day of hire, the Service Provider shall pursue references and authorised alternatives and complete them within 10 working days from the day of hire and shall advise the Service Recipient Contract Manager or their Authorised Individual in writing that there is a delay. The Service Provider will:
- 10.1.1.4 One working day before hire, notify and receive written authority to hire from the Service Recipient Contract Manager or the Service Recipient Contract Manager's Authorised Individual.
  - 10.1.1.5 10 Working days from hire, notify the Service Recipient Contract Manager or their Authorised Individual in writing of progress and any outstanding references in writing
  - 10.1.1.6 Every 5 working days thereafter notify the Service Recipient Contract Manager or their Authorised Individual in writing of progress and any outstanding references
- 20.5.13 For hires on behalf of The Service Recipient (other than those for Transport for London), where a reference is outstanding after 4 weeks of the offer, the Service Provider shall ensure that the Service Recipient Contract Manager or the Service Recipient's Authorised Individual is notified of the delay.
- 20.5.14 For hires on behalf of TfL specifically, a clear or acceptable result from the Disclosure and Barring Service will be accepted in place of a reference.
- 20.5.15 Where there is a gap or incomplete reference then the Employment references and exceptions process must be followed.
- 20.5.16 Where an adverse reference or an adverse enquiry is received, the Service Provider shall direct the reference result or adverse enquiry to the Service Recipient Contract Manager or the Service Recipient's Authorised Individual along with the form 'Decision to hire with criminality, adverse reference or compliance alert' which shall be completed by all relevant stakeholders as defined on the form.
- 20.5.17 A decision to hire with criminality, adverse reference or compliance alert form must be completed by the Service Provider (see **Appendix 6**) detailing: the adverse reference, enquiry, any criminality or other compliance alert or issue. The Service Recipient Contract Manager or their Authorised Individual and Hiring Manager will review and sign or reject the form and the outcome contained within the Solution for either a) The duration of the assignment or b) in the case of criminality, the expiry of the requirement to notify of criminality under the Rehabilitation of Offenders Act, whichever is sooner.

## 20.6 **Employment references and exception handling**

- 20.6.1 During the reference period where there is a gap in employment of more than 31 calendar days including but not limited to where this is owing to a disability or illness, or where the Temporary Worker was having a career break, looking after dependents or participating in family or religious duties, or choose a period of leave, the Temporary Worker and the Service Provider must comply with the sections below.
- 20.6.2 The Temporary Worker shall complete a written and signed declaration confirming the dates in question, what they were doing during the gap, and the country they were residing in. The Temporary Worker must provide an alternative reference to the Service Provider and this must be provided by an Individual in good standing within their organisation and in the community. This Individual must provide a written declaration, stating how the individual spent their time during the gap in employment and also must provide confirmation that they have known the Temporary Worker for 5 years or

more. Each instance of more than 31 days must be individually accounted for by the declaration and the reference must be provided by one of the following Individuals:

- 20.6.2.1 A qualified and registered lawyer
- 20.6.2.2 A qualified and registered medical doctor or dentist
- 20.6.2.3 A justice of the peace
- 20.6.2.4 A chartered accountant
- 20.6.2.5 A chartered human resources professional or human resources manager
- 20.6.2.6 A recognised minister of religion
- 20.6.2.7 A registered nurse
- 20.6.2.8 A police officer
- 20.6.2.9 Any chartered professional Individual
- 20.6.2.10 Any professional Individual in good standing in their organisation and the community

20.6.3 During the reference period, where the Temporary Worker was not working or where an employer cannot be contacted (including where the organisation has gone into administration and has not been taken over by another company or organisation) then the Temporary Worker shall provide a written declaration stating the dates that they worked for that and that shall be accepted by the Service Provider.

20.6.4 If the Service Recipients request individuals / urgent roles which are required to start work prior to all references being received, the Service Provider must obtain and log written authorisation from the Service Recipient's Contract Manager. A four-week period is permitted to finalise references from the day The Temporary Worker has commenced assignment.

20.6.5 If, at the end of this four-week period the references are not complete, the Service Provider must alert the Service Recipient's Contract Manager and upon request, remove the Temporary Worker from site and suspend the assignment until all suitable references are received.

20.6.6 Exceptions are not permitted for any high risk or safety critical roles as labelled and identified as part of the "Requisition" stage as defined in Section 1 – Output.

20.6.7 Other standards or exceptions applicable for the Service Recipients may apply as outlined.

## 20.7 **UK Security Vetting, Disclosure and Barring Service (DBS) and criminality**

20.7.1 The following standards will apply to all hires as a baseline per Service Recipient as follows:

Metropolitan Police Service – all hires	<p>Minimum requirement:</p> <ul style="list-style-type: none"> <li>• Non-Police Personnel Vetting (NPPV Level 2)</li> <li>• CTC check.</li> <li>• Compliance with the signing of the Official Secrets Act</li> </ul>
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	<p>In addition, a number of designated roles (to be agreed during implementation) will require:</p> <ul style="list-style-type: none"> <li>• NPPV level 3</li> <li>• Special Clearance (SC)</li> <li>• Developed Vetting (DV)</li> <li>• STRAP</li> </ul>
MOPAC	<p>Where required for specific roles:</p> <ul style="list-style-type: none"> <li>• Non-Police Personnel Vetting (NPPV Level 2)</li> <li>• CTC check.</li> </ul> <p>In addition, a number of designated roles (to be agreed during implementation) may require:</p> <ul style="list-style-type: none"> <li>○ Counter Terrorist Clearance - (NPPV2) - CTC</li> <li>○ Identity checks &amp; right to work</li> <li>○ Proof of address</li> <li>○ Employment history</li> </ul>
British Transport Police – all hires	United Kingdom Security Vetting (UKSV) – Security Clearance Level (SC)
Service Recipients not listed above	Disclosure and Barring Service (DBS) – Basic level
London Fire Brigade	<p>Disclosure and Barring Service Security clearances eg SOG</p> <p>DBS) – Basic level</p>

## 20.8 United Kingdom Security Vetting (UKSV)

- 20.8.1 The Service Provider will be responsible for ensuring that all applications are tracked and monitored and records retained
- 20.8.2 During the Implementation Period, each Service Recipient will each provide details of one or more Authorised Individuals to the Service Provider. The Authorised Individuals will liaise directly with the Service Provider on matters of UK Security Vetting.
- 20.8.3 Any Temporary Worker requiring UK Security Vetting shall not be hired without that check being received by the Authorised individual.
- 20.8.4 Adverse information or failure to grant UK security clearance in line with UKSV shall be conducted in line with UK Government processes and procedures outlined here: <https://www.gov.uk/guidance/security-vetting-and-clearance>
- 20.8.5 The Service Provider shall upon request of the Authority ensure that its own staff and workers as well as its Lead Suppliers, Secondary Suppliers are UKSV cleared upon the request of The Authority and / or Service Recipients.

- 20.8.6 During the implementation period, the Service Recipients' will specify which level of Security Vetting is required including the following three levels:
- **Counter Terrorist Check (CTC):** is carried out if an individual is working in proximity to public figures, or requires unescorted access to certain military, civil, industrial or commercial establishments assessed to be at particular risk from terrorist attack
  - **Security Check (SC):** determines that an Individual's character and Individual circumstances are such that they can be trusted to work in a position which involves long-term, frequent and uncontrolled access to SECRET assets
  - **Developed Vetting: (DV)** in addition to SC, this detailed check is appropriate when an individual has long term, frequent and uncontrolled access to 'Top Secret' information. There is also Enhanced DV available for some hires
- 20.8.7 the Service Recipient as Authorised by the UK government, may request the Service Provider to conduct UK Security Vetting at the required level.
- 20.8.8 For the avoidance of doubt, the Service Provider retains accountability for owning and driving the process to ensure that all Temporary Workers and staff who require it are signposted, advised and instructed how to complete Security Vetting forms, website pages and documentation until completion and for this to be done in a timely manner. The Service Recipient shall be responsible and accountable for conducting the UK Security Vetting in line with the Home Office requirements with its Authorised officers and staff. The Service Provider is not responsible for conducting the check itself and the Service Provider shall not be liable for any costs associated with conducting the check itself as this will be borne by the Service Recipient directly.
- 20.8.9 There shall be no extra charge to the Service Recipient for the Service Provider to manage the UK Security Vetting process.
- 20.8.10 United Kingdom Security Vetting shall be carried out in accordance with the UK Government standard stated here: <https://www.gov.uk/guidance/security-vetting-and-clearance>.
- 20.8.11 The Service Provider shall prepare and ensure the candidate completes all the necessary forms and/or e-forms prior to submission to the relevant UK Security Vetting authority. Where required, the Service Provider may be required to triage (this will be agreed pre and post implementation) but will at all times ensure:
- 10.2.1.1 All details are correct and cross-referenced/checked with original documents and all documents held on file, to ensure accuracy
  - 10.2.1.2 Prompt and timely submission, follow up and completion of UKSV is conducted liaising with the relevant internal managers and the UKSV service
  - 10.2.1.3 Coordination between the Applicant, sponsor, Decision Maker, referees, Hiring Managers and Service Recipients is carried out and managed effectively, efficiently and on time
- 20.8.12 The Service Provider shall ensure processes are in place to monitor UK Security Vetting for Temporary Workers and if required Service Provider Individual on an ongoing basis including monitoring expiry dates, hours worked and any other restrictions.

20.8.13 The Service Provider shall ensure that copies of all verified documentation are held on file in a format that is unable to be altered/amended. All documentation shall be held for six (6) years after expiry of the contract with The Authority.

20.8.14 The Service Provider shall ensure that the results of UK Security Vetting are only shared with the nominated Authorised Individual for the Service Recipient and that access to the Solution is restricted to these individuals in relation to UK Security Vetting information

## 20.9 **Disclosure and Barring Service (DBS) and criminality**

20.9.1 The following baseline standards will apply to all hires as a baseline per Service Recipient as follows:

Metropolitan Police Service – all hires	Not required as covered by UKSV
British Transport Police – all hires	Not required as covered by UKSV
<p>All Service Recipients including but not limited to:</p> <p>Transport for London</p> <p>Greater London Authority</p> <p>London Fire Brigade</p> <p>Oak Common and Park Royal Development Corporation</p> <p>London Legacy Development Corporation</p>	<p>Disclosure and Barring Service (DBS)</p> <p>Basic level check to be applied for with application number recorded on the Solution for all hires except:</p> <ul style="list-style-type: none"> <li>- Roles involving the supervision or close working proximity to</li> <li>- A) Children</li> <li>- B) Vulnerable adults</li> <li>-</li> </ul> <p>For roles involving work with children or vulnerable adults the Service Provider shall ensure a Disclosure and Barring Service (DBS) enhanced check is received and any adverse outcome or observations are shared with the Hiring Manager and the Contract Manager before the worker starts</p>

20.9.2 Where higher levels of DBS checks are required these shall be specified for the Service Recipients and may additionally be specified as part of a job requisition via the Solution or at any point by the Service Recipient Contract Manager. These may include but are not limited to:

10.2.1.4 DBS Standard check for defined roles where this specified in law

10.2.1.5 DBS Enhanced check for defined roles where this is specified in law

10.2.1.6 International criminality check with a relevant country where the individual has not lived in the UK for 3 months or more during the referencing period specified by the Service Recipient

- 20.9.3 A DBS basic criminality disclosure shall be applied for and provided by the Service Provider where this is the baseline as specified.
- 20.9.4 The Service Provider shall record the result of the disclosure, including the certificate number directly on the Solution but shall highlight and discuss any issues and the nature of any criminal disclosures directly with the Service Recipient Contract Manager and agree next steps.
- 20.9.5 The Service Recipient Contract Manager will make an engagement decision based on the Service Recipients' risk, approach and best practice.
- 20.9.6 The Service Provider is not required to provide the original certificate to the Service Recipient and shall retain it securely in compliance with relevant legislation.
- 20.9.7 The Service Provider will retain the reference number of the disclosure certificate until after 5 years of the expiry of the Framework Agreement and shall make this information available to the new Service Provider upon transfer of the new services by the Service Recipient.
- 20.9.8 Where the Temporary Worker is in a role involving the supervision of or in close working proximity to children or vulnerable adults, the Service Provider shall ensure that an Enhanced DBS checks is carried out in line with the baseline specified.
- 20.9.9 Where criminality, caution or observations are received as part of a Basic, Standard or Enhanced DBS result; or if an enquiry is received, the Service Provider shall ensure that details of the criminality, caution or observations and/or enquiry (this shall include any criminality and any other compliance alert or issue) are referred to the Service Recipient Contract Manager supported by a completed risk assessment by completing the 'Decision to hire with criminality, adverse reference or compliance alert' form (see **Appendix 6**) detailing the adverse reference or enquiry. This form records the decision to hire or not and shall be agreed and signed by the Service Recipient Contract Manager or Authorised Individual specified at implementation as a minimum and preferably also by the Hiring Manager. This form shall be kept on the Solution. This signed form will be kept on the Solution for either a) the duration of the assignment or b) in the case of criminality, the expiry of the requirement to notify of criminality under the Rehabilitation of Offenders Act, whichever is sooner and a regular audit carried out to ensure no sensitive information is kept beyond the date it should be in line with A or B above.
- 20.9.10 In exceptional circumstances, for urgent hires where an individual requires a DBS basic check and where the hire is for not required for an operational role on the London Underground network, a policing or a safety-critical role or for the avoidance of doubt, any role requiring a safety critical licence as specified as part of the requirements in the Requisition stage and/or qualifying discussion with the Hiring Manager, a Temporary Worker may start in advance of the final clearance certificate being issued providing that all of the following measures are in place without exception and if there is an exception then this shall be reported immediately to the a Service Recipient Contract Manager or Authorised Individual agreed at the Implementation Period:
  - 10.2.1.7 A Disclosure and Barring Service application number is received and recorded on the Solution by the Service Provider before the Temporary Worker commences work on site or on assignment
  - 10.2.1.8 The Service Provider reviews and confirms that the Temporary Worker did not disclose an actual or pending conviction, caution or observation to the Service Provider, Lead Supplier or Secondary Supplier on an application form or on-line service or in any other way.

- 10.2.1.9 That it be a condition of engagement between the Service Provider and the Temporary Worker that if an unsatisfactory disclosure is received, the Authority may end the Assignment or suspend the Assignment with no notice period and with no payment beyond that associated with the hours actually worked.
- 10.2.1.10 The check is complete before the start of the fifth week of assignment, that is before working day 21.
- 10.2.1.11 If a satisfactory result for a criminality disclosure check is not received by the start of the fifth week (before working day 21), in line with the requirement above, this must be raised with the Service Recipient Contract Manager and unless explicit written authorisation is given by the Service Recipient Contract Manager or Authorised Individual agreed at implementation, the Temporary Worker's assignment must be suspended and they must be removed from site until such a result is received.

## 20.10 **Financial Probity checks**

- 20.10.1 Where a Financial Probity check is required see **Appendix 10 - The Authority Financial Probity and Qualification** checks and validation, it will be explicitly specified by the Service Recipient or Authority for named roles or as part of the Requisition process. Note: Metropolitan Police Service require financial checks as part of the standard vetting process.
- 20.10.2 A financial probity check will confirm that Temporary Workers have no history of financial mismanagement when handling cash accounts, commercial and auditor roles and sensitive data is required for their assignment.
- 20.10.3 The check must include:
  - County Court Judgements (CCJs)
  - Bankruptcies, voluntary arrangements, decrees and administration orders
  - The check must consult the candidate's electoral roll registration to confirm their current address.
  - The check will be a UK check only except in cases where the candidate has been resident in other countries in the last 5 years and in that case, an international financial probity check will be carried out.
  - A record shall be kept of the check and the result and the Service Recipient shall retain the right of audit.
  - Where an adverse result is obtained the Service Provider must share the result with the Service Recipient's recruitment manager within 3 days or receipt and complete the 'Decision to hire with criminality, adverse reference or compliance alert' form.

## 20.11 **Qualification and membership – check and record**

- 20.11.1 The following individual specification requirements outlined as part of the Requisition stage will be viewed by the Service Provider and the copies taken and retained by the Service Provider for the duration of the Service Provider's contract with The Authority that shall have the right of inspection at any time: Note: Metropolitan Police Service require all documents to be held by the Service Provider for 5 years to comply with the audit regulations. Note: Metropolitan Police Service require qualification and membership checks as part of the standard vetting process.

- 20.11.2 Where named as essential or not named: Educational qualifications, occupational (or other certifications) and licenses; where stated as essential on the job description or listed or stated as part of the job briefing held by the Service Provider with the Hiring Manager or where named as part of the Requisition stage on the Solution.
- 20.11.3 Where named as essential or not named as desirable: professional memberships, occupational memberships included on the Individual specification or job description as part of the Requisition stage on the Solution or listed or stated as part of the job briefing with the Service Provider and Hiring Manager.

## 20.12 **Qualification and membership validation with issuing body**

- 20.12.1 Where instructed or when specifically instructed as essential and part of the requisition process by the Hiring Manager on the Solution, the Service Provider will seek and ensure validation of qualifications and memberships with the issuing body or professional institute for named roles where occupational certifications and/or memberships are deemed critical and are held by the individual. In addition, any other named role requested by the Service Recipient Contract Manager shall be subject to qualification and membership validation by the Service Provider. Note: Metropolitan Police Service require qualification and membership validation as part of the standard vetting process.
- 20.12.2 Where instructed or when specifically instructed as essential and part of the requisition process by the Hiring Manager on the Solution, the Service Provider shall ensure that any required qualifications or memberships marked as essential and held by the Temporary Worker are verified by the Service Provider including confirmation that the issuing body is current and valid. Certified photocopies of qualification certificates or confirmation from the issuing body are to be held on the Solution throughout the duration of the placement or for the duration of the contract with the Service Provider. Any exceptions shall be notified in writing to the Service Recipient Contract Manager.

## 20.13 **Anti-fraud checks, API links with statutory and compliance bodies**

- 20.13.1 Where an Anti-Fraud check is required this shall be explicitly specified by the Service Recipient for named roles or as specified as part of the requisition process as specified in Section 1 – Output.
- 20.13.2 Where specified by The Authority, and / or individual Service Recipient anti-Fraud checks including the use of 'Trust ID' or equivalent technology shall be used to alert the Service Provider to Temporary Workers whose identity is potentially fraudulent and requires further validation.
- 20.13.3 The Service Provider shall employ technologies to reduce fraud and criminality and accelerate time to offer.

## 20.14 **GLA Workplace Principles**

- 20.14.1 Except for hires to the Metropolitan Police Service, the Service Provider shall require the Temporary Worker to read and agree to the Authority's Workplace Principles in **Appendix 7** which include standards of behaviour and conduct and for social media, drugs and alcohol, health and safety and shall keep a record of such verification on the Solution

## 20.15 **Occupational Health Service**

- 20.15.1 In exceptional cases, when a worker is unwell and requires an expert medical opinion (this could be at the request of a Service Recipient), the Service

Provider shall have an occupational health service available to assess and provide reports on the health including workplace adjustments for Temporary Workers. There will be no additional charge to the Service Recipients for providing this exceptional service.

20.16 **Occupational Health Questionnaire**

- 20.16.1 An occupational health questionnaire will apply for roles where the role is safety critical or required for security or medical reasons or when specifically instructed as during the requisition process Section 1 – Output.
- 20.16.2 Medicals may be required as part of the requirements for clearance; the detail of which will be discussed and agreed during implementation.

20.17 **Security, safety and workers who require further authorisation before commencing assignment with the Authority**

- 20.17.1 The Service Provider shall make best endeavours to identify Temporary Workers where the working relationship has previously broken down with the Service Recipients and gain the agreement of the relevant Service Recipient Contract Manager prior to offer and hire. This includes Temporary Workers who have changed their name or the name by which they are known.
- 20.17.2 The Service Provider shall ensure that neither they, nor the Service Recipients, discriminate against Temporary Workers on the grounds of any protected characteristic as stated in the Equality Act 2010 in this context.
- 20.17.3 The Service Recipients require the Service Provider to keep a record of Temporary Workers who fall into the categories stated below on the Solution:
  - 20.17.3.1 Temporary Workers who have previously been terminated because of fraud or where there were reasonable grounds to believe that fraud
  - 20.17.3.2 Temporary Workers who have previously been terminated because of criminal conviction or caution, or where there were reasonable grounds to suspect criminality had occurred
  - 20.17.3.3 Temporary Workers who have previously been terminated because of a security breach, unsafe and unreasonable conduct including but limited to: fighting, taking drugs and alcohol, harassment, insubordination and threatening behaviour
- 20.17.4 The Service Recipients require the Service Provider to be committed to the security and safety of its premises, assets, the protection of its service and the duty of care to its staff, other temporary workers and consultants as follows:
- 20.17.5 Where a Temporary Worker has previously been engaged on assignment by a Service Recipient and has had their assignment terminated for any of the reasons stated in **8.16.3** above the Temporary Worker shall not be offered or hired without the written consent of the instructing Service Recipient Contract Manager.
- 20.17.6 As part of the recruitment process steps defined in section 1.4, the Service Provider is required to verify whether the Temporary Worker is an ex-employee of a Service Recipient who has:
- 20.17.7 Been dismissed under the Authority's disciplinary or probationary procedures
- 20.17.8 Has resigned prior to disciplinary action being taken or employed by a Service Recipient.

- 20.17.9 Has been subject to any type of legally binding settlement agreement or order which currently prohibits the Worker from being engaged as a Temporary Worker.
- 20.17.10 The Service Provider shall make any offer conditional on these requirements having been verified and shall not offer or hire the Temporary Worker without written authorisation of the instructing a Service Recipient Contract Manager.
- 20.17.11 The Service Provider must perform checks with the Hiring Manager when a Temporary Worker applies for a role and has previously been rated as unacceptable via the Solution in terms of performance, attendance or conduct with the Service Recipient. The instructing Service Recipients Contract Manager must be informed and the Temporary Worker shall not be offered or hired without the written authorisation of The Contract Manager or the Hiring Manager.
- 20.17.12 The Service Provider shall, during the Implementation Period, provide a process and policy document outlining anti-discrimination provisions to operate this Section 8 taking into account the Rehabilitation of Offenders Act, the General Data Protection Regulation and provide timescales and periods for reviewing the efficacy of the information and data and removal of records from the Solution.

## 20.18 **Safeguarding**

- 20.18.1 The Service Provider shall during the Implementation Period adhere to existing or provide a safeguarding statement to cover its approach to protect vulnerable adults and children and risks to Individuals on the Service Recipients' premises workers, employees and consultants.

## 20.19 **Driving licence checks and driving**

- 20.19.1 The Service Provider shall verify the original driving licence ensuring validity for all Temporary Workers who are required for all or part of their assignment to drive a road vehicle. If any points or observations are made on that licence then these shall be reported to the relevant Service Recipient Contract Manager in writing via the 'Decision to hire with criminality, adverse reference or compliance alert' form in **Appendix 6**. Note: Temporary Workers required to drive Metropolitan Police Service vehicles are "check tested" by Metropolitan Police Service driving school and issued with a valid document to drive which the Service Provider shall verify and hold on record.
- 20.19.2 In any case, where specified as part of the requisition process on the Solution, the Service Provider shall carry out driving checks and where specified, shall authenticate the driving licence points or observations with DVLA and any other national or international licensing body where the requirement to drive involves driving outside of the United Kingdom.
- 20.19.3 For roles involving driving where the Temporary Worker is using their own vehicle, the Service Provider is required to view and check the insurance documents allow for business use and retain such documentation on the Solution as part of the on-boarding process for the duration of the assignment to ensure they are current.

## 20.20 **Security staff**

- 20.20.1 For security guards and security staff professionals a valid Security Industry Authority licence is required before hire and must be renewed before and not after the expiry date.



## 20.21 **Qualified social care workers**

20.21.1 Prior to the hire of a qualified social care worker or education worker, the Service Provider shall ensure that in addition to the baseline requirements the following checks are undertaken:

- 10.2.1.19 Employment history should be obtained for the last 10 years of employment/education. Any gaps of 4 weeks or more will need to be investigated and verified.
- 10.2.1.20 Enhanced DBS check
- 10.2.1.21 Reference to cover the previous 5 years
- 10.2.1.22 Overseas qualified social workers must be able to provide their qualifications and be registered with the HCPC/CCW/SSSC. Checks to both identify and verify the qualifications must be in place.
- 10.2.1.23 The Service Provider must ensure that if they, are providing Temporary Workers and receive 'additional information' about a Candidate from the DBS that a Chief Constable considers relevant to the post applied for and where this cannot be shared with a Service Recipient, this may well affect their ability to be engaged to fulfil an Assignment. Such a Temporary Worker shall not be allocated any Assignment within a Service Recipient's organisation which involves working in areas requiring an Enhanced DBS check.

## 20.22 **Recruitment in Education or Education Guidance**

- 20.22.1 Where a Service Recipient hires teaching including educational or educational guidance roles involving children or vulnerable adults, the Service Provider shall comply with the sections below and ensure that it holds the DfE Quality Mark for Education if providing roles within the education sector.
- 20.22.2 The Service Provider must ensure that the Service Recipients are informed where a Candidate is under investigation from external agencies. This includes but is not limited to, the HCPC / CCW / SSSC.
- 20.22.3 The Service Provider must ensure that if they, where providing Temporary Workers and receive 'additional information' about a Candidate from the DBS that a Chief Constable considers relevant to the post applied for and where this cannot be shared with a Service Recipient, this may well affect their ability to be engaged to fulfil an Assignment. Such a Temporary Worker shall not be allocated any Assignment within the Service Recipients' organisations which involves working in areas requiring an Enhanced DBS checks.
- 20.22.4 The Service Provider shall appoint a named senior director to oversee the implementation, operation and record keeping associated with the Service Recipients' requirement to comply with the Official Secrets Act
- 20.22.5 The Service Provider shall, where requested by a Service Recipient, ensure:
  - 20.22.5.1 Its staff and secondary providers and the staff of Lead Suppliers and their secondary providers and all personnel required by the Service Recipient sign and comply with the [Official Secrets Act](#)
  - 20.22.5.2 Its agency workers and personnel sign and comply with the [Official Secrets Act](#)

- 20.22.5.3 All records associated with the Official Secrets Act are stored and retained in line with the standards and to the retention periods required by statute and as stated by a Service Recipient.

## 20.23 **Sentinel Cards**

- 20.23.1 The Service Provider and/or a Lead Supplier will be the primary sponsor for all Temporary Workers requiring a card known as a "Sentinel Card" and issued to members of the rail infrastructure worker competency scheme known as the 'Sentinel' scheme as administered by Network Rail (or the successor to such scheme from time to time). In the event that the Service Provider sets up a Lead Supplier to act as the primary sponsor for the purposes of Sentinel scheme membership for Temporary Workers, the Service Provider will be responsible for carrying out annual audits of the Lead Supplier's activities (with the remit of such audits to be specified by the Authority from time to time) with the results of such audits provided to the Authority upon their completion or upon demand by the Authority. The audit will be carried out in accordance with the RTAS Rules stated in the link below and attached as Appendix 16 – RTAS Rules – <https://info.railsentinel.co.uk/about/rules/>.
- 20.23.2 The Service Provider will, and will ensure that all Lead Suppliers and Secondary Suppliers will, operate at all times to the latest version of all rules, policies and standards applicable to the Sentinel scheme.

## Part II The Solution: Functional Technical Requirements

### 21. INTRODUCTION AND OVERVIEW OF THE SOLUTION

The Authority will manage the procurement of the framework for a number of individual Service Recipients who have fundamental commonalities and service output requirements. Service Recipients are individual organisations and as such the Solution will need to address the centralised requirements for The Authority alongside the individual / localised Service Recipients.

The Solution shall cater for each Service Recipient as an individual organisation, where any changes to specific Service Recipients Solution requirements (pre and post Implementation) will not impact the other Service Recipients unless required. The individual Service Recipients will manage their own contracts via a segregated and ring-fenced Solution which has full functionality as specified. The structure of the Solution must be flexible, user friendly and easy to adopt to enable users to be able to use the Solution from the contract go-live.

The Service Provider shall provide the Authority's authorised users with instructions how to use the Solution and shall ensure the Solution is fit for purpose and evolves continuously (to meet emerging needs and trends and developments in the recruitment industry). The Service provider is expected to provide appropriate documentation on requirements fulfilled and high level solution design.

Note. The Solution shall provide standardised processes. Hence even if a process is not shared among Service Recipients, the Authority still expect a common change governance mechanism to be implemented where any impact on other Service Recipients can be ruled out (especially for shared processes).

Implementation shall be managed by each individual Service Recipient.

### 22. BUSINESS REQUIREMENTS

#### 22.1 High Level Solution Requirements

##### 22.1.1 Introduction

The Solution shall be able to handle the processes as defined in the End to End High Level Process model and throughout the Specification.

The Solution proposed by the Supplier shall enable the processing of compliance steps and required information (documentation) as specified throughout the Specification.

Note. Please refer to Specification:

- Section 1 - Delivery Outcomes
- Section 8 - Compliance and Onboarding
- **Appendix 5** - Transport for London Compliance

#### Solution Type

**Requirement ID:** CLRS-BREQ-1

**Priority:** Must have

**Status:** Draft

**Version:**  
v16

Description:	<p>The Solution proposed by the Service Provider shall be a secure cloud-based solution hosted within the EU.</p> <p>Note. The Solution should not require plug-ins or any proprietary software "agents" for operation</p> <p>A web base solution provides the flexibility to extend the solution to new environments/users without having any dependency on the creation of installation package.</p>
Rationale:	<p><u>Recommended:</u> Software as a service (SaaS) based technology accessible via:</p> <ul style="list-style-type: none"> <li>• The internet (web browser/web-enabled via a URL on a web page) without the need to install additional software and</li> <li>• HTML5 link which shall allow web components to scale with the screen that the User is using</li> </ul> <p>The Solution shall adhere to the NCSC best practice and, where applicable, be compliant with ISO27001.</p> <p>The data shall be hosted in the EU and Solution can be operated outside the UK (minimum requirements from some of the Service Recipients)</p>

#### Store Data within EU

<b>Requirement ID:</b> CLRS-BREQ-73	<b>Priority:</b> Must have	<b>Status:</b> Draft	<b>Version:</b> v11
Description:	<p>The Solution shall store,allow access and process all data at a location within the EU only.</p> <p>Note. The Solution shall be wholly and exclusively hosted within the United Kingdom of Great Britain and Northern Ireland (including any associated 3rd party support applications and all backup and security copies of the data).</p>		

#### Data Storage

<b>Requirement ID:</b> CLRS-BREQ-205	<b>Priority:</b> Must have	<b>Status:</b> Draft	<b>Version:</b> v4
Description:	<p>The Solution shall be able to store the required volume of data for the Authority.</p> <p>Note. Include capacity for backup data.The data should be encrypted and a backup schedule must be agreed</p>		
Rationale:	<p>The Authority should be alerted in a timely manner if storage allocation is likely to be exceeded, so that action can be taken.</p>		

#### Interfaces

<b>Requirement ID:</b> CLRS-BREQ-14	<b>Priority:</b> Must have	<b>Status:</b> Final	<b>Version:</b> v16
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Description:	<p>The Solution should be able to support:</p> <ul style="list-style-type: none"> <li>• bi-directional real time API based interfaces.</li> <li>• file based outbound batch interfaces</li> <li>• file based inbound batch interfaces</li> </ul> <p>Note: The Solution shall be able to interface with each Service Recipients systems and business tools involved in the recruitment process and handling of Temporary Workers without the need for extensive customisation, configuration or integration.</p>
Rationale:	<p>The Solution shall provide interfaces as detailed in the conceptual architecture.</p> <p>Should any <u>integration</u> be required, the full scope and any resulting additional costs must be agreed and approved by the Authority.</p>

#### Web Content Accessibility

Requirement ID: CLRS-BREQ-5		Priority: Must have	Status: Draft	Version: v4
Description:	<p>The Solution shall meet Level AA of the Web Content Accessibility Guidelines (WGAG) 2.0 and also (WGAG) 2.1 in September 2020.</p> <p>Note. Service Provider to provide Roadmaps/plans showing compliance with v2.1</p>			
Rationale:	<p>The Solution is accessible to the entire user base and meet cross government standards in support of the Equality Act 2010.</p>			

#### Volume of Hires

Requirement ID: CLRS-BREQ-15		Priority: Must have	Status: Draft	Version: v14
Description:	<p>The Solution shall have the capacity to process any required number of hires (volume of hires), across the Authority.</p> <p>Note. Please refer to <b>Appendix 3</b> (Role Categories) for current usage per Job Category/per Service Recipient</p>			
Rationale:	<p>Effectively manage the existing population and future volumes across all the Service Recipients through the life of the contract</p>			

#### File Transfer

Requirement ID: CLRS-BREQ-17		Priority: Must have	Status: Draft	Version: v15
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Description:	<p>The Solution shall have the facility to securely transfer files, including but not limited to:</p> <ul style="list-style-type: none"> <li>• export</li> <li>• and/or import data</li> </ul> <p>in the required formats for interchange with external systems and applications per Service Recipient</p> <p>For example: including but limited to CSV, PDF, Excel files</p> <p>Note. Encrypted transfer with certificate based authentication</p>
Rationale:	Including account coding information from each Service Recipients financial management systems

#### Adhere to Authority Information and Records Management Policy

<b>Requirement ID:</b> CLRS-BREQ-88	<b>Priority:</b> Must have	<b>Status:</b> Draft	<b>Version:</b> v6
Description:	The Solution shall adhere to Information and Records Management Policy of the Authority		

#### Adhere to Authority Information and Records Disposal Schedule

<b>Requirement ID:</b> CLRS-BREQ-89	<b>Priority:</b> Must have	<b>Status:</b> Draft	<b>Version:</b> v10
Description:	<p>The Solution shall adhere to Authority Corporate Information and Records Disposal Schedule in line with the duration for which specific data shall be retained, and is automatically disposed of at the end of the retention period.</p> <p>Note. for example TfL Corporate Information and Records Disposal Schedule-Attached below.</p>		

#### Data Archiving-Policy

<b>Requirement ID:</b> CLRS-BREQ-51	<b>Priority:</b> Must have	<b>Status:</b> Draft	<b>Version:</b> v12
Description:	<p>The Solution must be able to archive and delete at a configurable frequency.</p> <p>Note. It must also produce evidence of cleansing of old data. The Service provider shall adhere to Authority data archival, deletion and processing policies.</p>		
Rationale:	Retention policy needs to be in line with organisational requirements, ensuring GDPR / MoPI compliance, and related DPIA compliance.		

#### Maintain Historic Data

<b>Requirement ID:</b> CLRS-BREQ-68	<b>Priority:</b> Must have	<b>Status:</b> Draft	<b>Version:</b> v5
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Description:	The Solution shall enable the access, retention and querying of historic data.  This includes both personalised data and depersonalised data.
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#### Automatic Deletion of Data

<b>Requirement ID:</b> CLRS-BREQ-86	<b>Priority:</b> Must have	<b>Status:</b> Draft	<b>Version:</b> v7
Description:	The Service Provider shall delete each Service Recipient data at the end of contract and produce evidence of data cleansing/deletion.  N.B. To be agreed before the contract commences		
Rationale:	Note. Commercial team to confirm with Information Governance the correct process		

#### Data Deletion -End of Contract

<b>Requirement ID:</b> CLRS-BREQ-218	<b>Priority:</b> Must have	<b>Status:</b> Draft	<b>Version:</b> v3
Description:	The Service Provider must provide the Authority and/or Service Recipients with a copy of the data deleted in a accessible and readable format.		

#### Personal Data Encryption

<b>Requirement ID:</b> CLRS-BREQ-52	<b>Priority:</b> Must have	<b>Status:</b> Draft	<b>Version:</b> v1
Description:	The Solution shall ensure that all personal/restricted data is encrypted while being transmitted and/or stored.		

#### Amendments To Personal and Financial Data

<b>Requirement ID:</b> CLRS-BREQ-10	<b>Priority:</b> Must have	<b>Status:</b> Draft	<b>Version:</b> v5
Description:	The Solution shall record and hold amendments to all personal and financial data as per the data retention schedule		

#### User Configuration

<b>Requirement ID:</b> CLRS-BREQ-7	<b>Priority:</b> Must have	<b>Status:</b> Draft	<b>Version:</b> v9
Description:	The Solution shall allow user rights and privileges to be assigned (i.e.role based access) for the user to perform at their authorised level of operations		
Rationale:	For example:Hiring Manager access, Super User access etc.		

#### Restricted Access

<b>Requirement ID:</b> CLRS-BREQ-211	<b>Priority:</b> Must have	<b>Status:</b> Draft	<b>Version:</b> v3
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Description:	The Solution shall allow Authorised Users access to the relevant and approved Authority-wide and Service Recipient information only
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### Compliance

<b>Requirement ID:</b> CLRS-BREQ-232	<b>Priority:</b> Must have	<b>Status:</b> Draft	<b>Version:</b> v1
Description:	The Service Provider shall provide and maintain evidence that the Solution is compliant with the requirements of the GDPR and Data Protection Act 2018, including but not limited to Article 25 - Data protection by design and by default, and Article 30 - Records of processing activities.		

### Compliance with GDPR

<b>Requirement ID:</b> CLRS-BREQ-72	<b>Priority:</b> Must have	<b>Status:</b> Draft	<b>Version:</b> v2
Description:	<p>The Service Provider shall at all times adhere to the requirements of Data Protection Laws, including the UK Data Protection Act 2018</p> <p>(See <a href="http://www.legislation.gov.uk/ukpga/2018/12/contents/enacted">http://www.legislation.gov.uk/ukpga/2018/12/contents/enacted</a> ) and EU Data Protection Legislation, the General Data Protection Regulation (GDPR)</p> <p>(See <a href="https://eur-lex.europa.eu/legal-content/EN/TXT/?qid=1528874672298&amp;uri=CELEX%3A32016R0679">https://eur-lex.europa.eu/legal-content/EN/TXT/?qid=1528874672298&amp;uri=CELEX%3A32016R0679</a> ).</p> <p>Note. The Solution shall have sufficient privacy enhancement techniques.</p>		

### Right to Erasure ('right to be forgotten')

<b>Requirement ID:</b> CLRS-BREQ-107	<b>Priority:</b> Must have	<b>Status:</b> Draft	<b>Version:</b> v4
Description:	The Solution shall allow Authorised Users to depersonalise Temporary Workers data, if a valid 'right to erasure' request is received.		

### Cyber Security

<b>Requirement ID:</b> CLRS-BREQ-74	<b>Priority:</b> Must have	<b>Status:</b> Draft	<b>Version:</b> v8
Description:	The Solution shall comply with the Authority Cyber Security policies and standards.		

### Bulk Uploads

<b>Requirement ID:</b> CLRS-BREQ-212	<b>Priority:</b> Must have	<b>Status:</b> Draft	<b>Version:</b> v1
Description:	<p>The Solution shall be able to facilitate bulk uploads for amendment of Temporary Worker records, including but not limited to:</p> <ul style="list-style-type: none"> <li>• AWR rate changes</li> </ul>		



## 22.2 Solution- Compatibility

### 22.2.1 Introduction

This section describes requirements or standards that the Solution needs to comply with and adhere to and to be able to interface with the Service Recipients` estate

#### Supported Web Browsers

Supported Web Browsers			
Requirement ID: CLRS-BREQ-13	Priority: Must have	Status: Draft	Version: v14
Description:	The Solution shall support the Service Recipients supported web browsers.  Note. For example: List of browsers for TfL to be attached MPS Web Browsers - currently IE11 and Google Chrome, GLA-Edge,Safari, Firefox, Chrome		
Rationale:	As the solution can be accessed remotely i.e. from home hence the solution must generally be compatible with latest browsers.		

#### Supported Environment

Supported Environment			
Requirement ID: CLRS-BREQ-42	Priority: Must have	Status: Draft	Version: v10
Description:	The Solution shall be accessible on the following Service Recipients` supported environments, which includes but not be limited to: <ul style="list-style-type: none"><li>- Windows 7</li><li>- Windows 8.1</li><li>- Windows 10</li><li>- Citrix</li><li>- Office 365</li><li>- Latest MS Office versions</li></ul>		

#### Assistive Technology Software Compatibility

Assistive Technology Software Compatibility			
Requirement ID: CLRS-BREQ-2	Priority: Must have	Status: Draft	Version: v10

Description:	<p>The Solution shall be compatible with Assistive Technology software.</p> <p>Note. Examples including but not limited to:</p> <ul style="list-style-type: none"> <li>• Dragon Pro(incl.Dragon Dictate)</li> <li>• JAWS,</li> <li>• Text Help Read &amp; Write Gold,</li> <li>• Zoomtext Reader &amp; Magnifier</li> <li>• SuperNova</li> <li>• Inspiration (mind-mapping software)</li> <li>• Windows (to alter colour schemes and default font sizes)</li> </ul>
Rationale:	<p>This means that the Solution is disability discrimination compliant and Users with sensory impairment shall be able to utilise the Solution with ease.</p>

## 22.3 **Solution – Recruitment, Compliance and Operational requirements**

### 22.3.1 **Introduction**

The Solution shall manage the Sourcing and Supply chain recruitment process per Job Category and shall fully support the Authority`s 8-step Recruitment and Hiring process including the time bound release of roles and lead / secondary supplier tiers.

Also shall enable the processing of on-boarding and compliance steps and required information(documentation) as specified throughout the Specification.

Note. For more information refer to Specification:

- Section 1- Delivery Outcomes
- Section 3 -Time Recorded and Payroll Operation
- Section 4 - Agency Worker Regulations
- Section 5 - Personal Service Companies and IR35 Arrangements
- Section 7 - Management of Temporary Workers
- Section 8 - Compliance and on-boarding

### 22.3.2 **Requisitioning and Sourcing**

#### 22.3.2.1 **Talent Pool Requirements**

##### (a) **Introduction**

Talent Pool Technology is required to enable The Authority, the GLA and/or Service Recipients to establish and fully maintain a Talent Pool functionality of Direct and Named Temporary Workers.

Note. Must refer to the attached document – **Appendix 14 – Talent Pool Technology Platform.**

### Access to Talent Pool

<b>Requirement ID:</b> CLRS-BREQ-228	<b>Priority:</b> Must have	<b>Status:</b> Draft	<b>Version:</b> v1
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Description:	The Solution shall allow access to Talent Pool functionality.
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Rationale:	Subject to user role permissions
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### Information Storage

<b>Requirement ID:</b> CLRS-BREQ-229	<b>Priority:</b> Must have	<b>Status:</b> Draft	<b>Version:</b> v1
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Description:	The Solution` Talent Pool function shall ensure any information stored is secure and retrievable
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### Requisition Template

<b>Requirement ID:</b> CLRS-BREQ-200	<b>Priority:</b> Must have	<b>Status:</b> Final	<b>Version:</b> v11
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Description:	The Solution shall be able to populate required information in the requisition template.
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Note. Specific fields in the template can be expanded to detailed specific requirements

Rationale:	Please refer to Specification, Section 1 - Delivery Outcomes for more information
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### Requisition Parameters

<b>Requirement ID:</b> CLRS-BREQ-81	<b>Priority:</b> Must have	<b>Status:</b> Draft	<b>Version:</b> v9
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Description:	The Solution shall allow the Authority and/or Service Recipients to define parameters, including but not limited to:
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- maximum assignment duration
- reason for hire
- number of vacancies per job role
- authorisation for workers
- compliance field
- any other parameters

Note. Restrictions on the above requirement to be based on business rules and Solution capability, and defined post award.

### Requisition Approval

<b>Requirement ID:</b> CLRS-BREQ-227	<b>Priority:</b> Must have	<b>Status:</b> Draft	<b>Version:</b> v3
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Description:	The Solution shall allow Authorised Users to approve requisitions as per required workflow
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### Requisition Variation

<b>Requirement ID:</b> CLRS-BREQ-199		<b>Priority:</b> Must have	<b>Status:</b> Draft	<b>Version:</b> v4
Description:	The Solution shall allow an Authorised User to apply variations to live requisitions.  Note. Subject to approval			
Rationale:	Based on the type of variation, a requisition may need to be re-approved or modified etc. Associated workflows will be discussed during the design phase.			

#### Candidate Details Including CV Submission

<b>Requirement ID:</b> CLRS-BREQ-195		<b>Priority:</b> Must have	<b>Status:</b> Draft	<b>Version:</b> v4
Description:	The Solution shall allow for candidate details, including but not limited to CVs, to be uploaded by the Authorised Users			

**Status of Existing Temporary Worker****Requirement ID:** CLRS-BREQ-79**Priority:** Must have**Status:** Draft**Version:** v9

Description:	<p>The Solution shall provide visibility of the status of the Temporary Worker to Authorised Users.</p> <p>Note. Status-means the availability of the Temporary Worker for future assignments or to be invited to the Talent Pool</p>
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**Anonymise Candidate Information****Requirement ID:** CLRS-BREQ-75**Priority:** Could have**Status:** Draft**Version:** v6

Description:	<p>The Solution shall hide/not disclose the identity of the applicant to the Authorised User in the screening process.</p> <p>Note. For example name, gender or any protected characteristics as defined by The Equality Act 2010 are hidden or removed from the CV.</p>
Rationale:	To enable a fair and unbiased shortlisting decision to be made.

**Candidate Above Rate Card****Requirement ID:** CLRS-BREQ-156**Priority:** Must have**Status:** Draft**Version:** v5

Description:	The Solution shall notify Authorised Users if a candidate that was submitted and/or accepted for interview is over the specified Rate Card.
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**CV Upload for Named Worker****Requirement ID:** CLRS-BREQ-19**Priority:** Must have**Status:** Draft**Version:** v12

Description:	<p>The Solution shall allow Authorised Users to directly upload CVs of Named Workers and any additional/relevant information to the Solution.</p> <p>Note. In line with GDPR Requirements Refer to Specification, Section 1 - Delivery Outcomes</p>
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**Notification of Available Resource Within the Authority****Requirement ID:** CLRS-BREQ-214**Priority:** Must have**Status:** Draft**Version:** v3

Description:	<p>The Solution shall notify Authorised User of potential resource within the Authority for a matching live vacancy</p> <p>Note. Based on Authorised User conducting a search for a matching resource</p>
Rationale:	Based on Authorised User conducting a search for a matching resource

### Candidate Status

<b>Requirement ID:</b> CLRS-BREQ-197	<b>Priority:</b> Must have	<b>Status:</b> Draft	<b>Version:</b> v3
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Description:	The Solution shall notify an Authorised User of any change to the candidate status e.g shortlisted, rejected and hired etc.
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### Display Sourcing Channel

<b>Requirement ID:</b> CLRS-BREQ-217	<b>Priority:</b> Must have	<b>Status:</b> Draft	<b>Version:</b> v2
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Description:	Once the CV is submitted, the Solution shall display to the Authorised User the following information, Including but not limited to:
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- Pay type (eg PAYE, Limited company or Umbrella company)
- Pay rate
- charge rate
- sourcing route

### Recruitment Source or Origin

<b>Requirement ID:</b> CLRS-BREQ-77	<b>Priority:</b> Must have	<b>Status:</b> Draft	<b>Version:</b> v9
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Description:	The Solution shall be able to display if a candidate is:
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- ex-Military Service
- ex-Police Officer
- ex-Police Staff
- ex-London Fire Brigade

Note. This list is not exhaustive.

Rationale:	This list is not exhaustive. This is an example list(more will informatioun will be given during solution design)
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### CV Notification

<b>Requirement ID:</b> CLRS-BREQ-196	<b>Priority:</b> Must have	<b>Status:</b> Draft	<b>Version:</b> v7
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Description:	The Solution shall notify an Authorised User to review and respond to CV submission within set period of time.
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Note. If they dont respond within the timeframe given, Authorised Users loose visibility of CV`s sent and they have to ask for extension.

To be determined during implementation

Rationale:	Please refer to Specification, Section 1 - Delivery Outcomes for more information
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### Review and Shortlist/Reject candidates

<b>Requirement ID:</b> CLRS-BREQ-20	<b>Priority:</b> Must have	<b>Status:</b> Draft	<b>Version:</b> v5
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Description:	The Solution shall allow Authorised Users to review and shortlist/reject candidate CVs for interview.
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#### Candidate Feedback

<b>Requirement ID:</b> CLRS-BREQ-21	<b>Priority:</b> Must have	<b>Status:</b> Draft	<b>Version:</b> v11
Description:	The Solution shall allow feedback to be provided for each candidate		
Rationale:	Refer to Specification, Section 1 - Delivery Outcomes incl. the Authority`s 8-step Recruitment and Hiring Process.		

#### Schedule Interview

<b>Requirement ID:</b> CLRS-BREQ-171	<b>Priority:</b> Should have	<b>Status:</b> Draft	<b>Version:</b> v6
Description:	The Solution shall enable Authorised Users to schedule and arrange interviews.		
Rationale:	To schedule and arrange interviews with a Hiring Manager and/or assistant		

#### Confirm Interview

<b>Requirement ID:</b> CLRS-BREQ-172	<b>Priority:</b> Must have	<b>Status:</b> Draft	<b>Version:</b> v2
Description:	The Solution shall enable Authorised Users to confirm interviews with the Hiring Manager via the Solution		

#### Interview Scheduling

<b>Requirement ID:</b> CLRS-BREQ-188	<b>Priority:</b> Should have	<b>Status:</b> Draft	<b>Version:</b> v6
Description:	<p>Once the candidate is shortlisted for an interview, Authorised Users shall be able to notify the Service Provider of their availability via the Solution.</p> <p>Note. This is via scheduling mechanism in the Solution.</p>		
Rationale:	Not to be confused with MS Outlook etc. which should be managed separately as desired.		

#### Testing and Video/Audio Interviewing

<b>Requirement ID:</b> CLRS-BREQ-216	<b>Priority:</b> Should have	<b>Status:</b> Draft	<b>Version:</b> v4
Description:	<p>The Solution shall have the capability for:</p> <ul style="list-style-type: none"> <li>• online testing</li> <li>• video/audio interviewing</li> </ul>		
Rationale:	The Service Provider shall manage test formats, outcome etc.		

### Issue Surveys

<b>Requirement ID:</b> CLRS-BREQ-24	<b>Priority:</b> Should have	<b>Status:</b> Draft	<b>Version:</b> v6
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Description:	The Solution shall be able to issue surveys at specified frequencies per(including but limited to): <ul style="list-style-type: none"><li>• Service Recipient</li><li>• Service Recipient for multiple vacancies</li><li>• Candidate experience</li><li>• Hiring Manager rating of Service Provider</li></ul>
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### Store Evaluation Surveys

<b>Requirement ID:</b> CLRS-BREQ-183	<b>Priority:</b> Must have	<b>Status:</b> Draft	<b>Version:</b> v3
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Description:	The Solution shall have the ability to store any Surveys` results
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Rationale:	To be viewed and used if/when required by Authorised Users, for example when put forward for other roles across the Authority.
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## 22.3.3 Hiring and Onboarding/ Compliance

### Generate Assignment Contract

<b>Requirement ID:</b> CLRS-BREQ-201	<b>Priority:</b> Must have	<b>Status:</b> Final	<b>Version:</b> v3
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Description:	Upon confirmation of hire, the Solution shall be able to generate an assignment contract for a particular requisition.
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### Deliver Assignment Contract

<b>Requirement ID:</b> CLRS-BREQ-202	<b>Priority:</b> Must have	<b>Status:</b> Final	<b>Version:</b> v3
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Description:	The Solution shall be able to deliver an assignment contract for a particular requisition.
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### Onboarding Process Status Updates

<b>Requirement ID:</b> CLRS-BREQ-192	<b>Priority:</b> Must have	<b>Status:</b> Draft	<b>Version:</b> v4
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Description:	The Solution shall notify Authorised Users of the status of completed checks throughout the onboarding process
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Rationale:	To ensure Authorised Users are aware of what documentation / checks are outstanding in real-time with the aim of accelerating the time to on-board compliant Temporary Workers.
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### Compliance Documents

<b>Requirement ID:</b> CLRS-BREQ-30	<b>Priority:</b> Must have	<b>Status:</b> Draft	<b>Version:</b> v13
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Description:	The Solution shall be able to upload documents for onboarding process as per compliance checklist, incl.but not limited to: <ul style="list-style-type: none"> <li>• proof of right to work</li> <li>• IR35 status</li> <li>• Engineering Rail Safety and Access card</li> </ul>
Rationale:	Please refer to the Specification, Section 8 - Compliance and Onboarding

#### IR35 CEST Tool

<b>Requirement ID:</b> CLRS-BREQ-191	<b>Priority:</b> Must have	<b>Status:</b> Draft	<b>Version:</b> v2
Description:	The Solution shall include a link to the CEST tool as part of the Requisition process		
Rationale:	To ensure the Authorised User uses the test to determine IR35 status		

#### Access to Verified Documents

<b>Requirement ID:</b> CLRS-BREQ-150	<b>Priority:</b> Must have	<b>Status:</b> Draft	<b>Version:</b> v3
Description:	The Solution shall allow Authorised Users to access the verified documents provided as a part of the onboarding process.		

#### Compliance Waiver Notification

<b>Requirement ID:</b> CLRS-BREQ-219	<b>Priority:</b> Must have	<b>Status:</b> Draft	<b>Version:</b> v3
Description:	<p>The Solution shall notify the Authorised User if the compliance waiver has been completed in the required time period defined by Authorised User(s)</p> <p>Note. This also applies if a compliance waiver needs to be extended.</p>		
Rationale:	To ensure the Temporary Worker is fully compliant and the process must be in place to sign off the original and/or extended waiver(s).		

#### Compliance Waiver Reminder

<b>Requirement ID:</b> CLRS-BREQ-220	<b>Priority:</b> Must have	<b>Status:</b> Draft	<b>Version:</b> v4
Description:	<p>Should the compliance waiver period be exceeded, the Solution will notify the Authorised User of the Temporary Worker`s status as being non-compliant.</p> <p>Note. Any waivers approved by the Authorised User are to be time and date stamped with an automatic trigger to switch the Temporary Worker status to non-compliant if all outstanding compliance requirements haven`t been obtained and verified</p>		
Rationale:	Temporary Worker to be considered for waiver extension or removal from the assignment.		

### Creation of Mini Master Record

<b>Requirement ID:</b> CLRS-BREQ-224	<b>Priority:</b> Must have	<b>Status:</b> Draft	<b>Version:</b> v4
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Description:	The Solution shall allow for the creation of mini master record per individual Temporary Worker in the Service Recipient`s local systems.  Note. Including but not limited to the creation of HR personal number/candidate identifier Please see CLRS-BREQ-14
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Rationale:	Via data file transfer as a result of hiring action
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### 22.3.4 Temporary Worker Record Management

#### Record of Training/Qualifications

<b>Requirement ID:</b> CLRS-BREQ-31	<b>Priority:</b> Could have	<b>Status:</b> Draft	<b>Version:</b> v10
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Description:	The Solution shall have the ability to record evidence of personal and professional qualification & certifications.
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Note. Format of the record-TBC at Implementation

#### Variation to Assignments

<b>Requirement ID:</b> CLRS-BREQ-141	<b>Priority:</b> Must have	<b>Status:</b> Draft	<b>Version:</b> v5
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Description:	The Solution shall enable variation to Assignments, including but not limited to:
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- different work patterns,
- change of department/cost centre
- hours of work,
- rate
- duration
- notice period etc.

Rationale:	To enable contract approval via the required channel
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Change to the assignment details fields and process will be discussed during the design phase

#### Assignment Expiry Date

<b>Requirement ID:</b> CLRS-BREQ-23	<b>Priority:</b> Must have	<b>Status:</b> Final	<b>Version:</b> v13
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Description:	<p>The Solution shall notify the:</p> <ul style="list-style-type: none"> <li>• Authorised Users and</li> <li>• Temporary Workers</li> </ul> <p>when an assignment is approaching expiry.</p> <p>Note. Authorised User shall be directed to the assignment extension process so they can review and decide the future of the Assignment.</p> <p>The notifications shall be sent at the following minimum frequency:</p> <ul style="list-style-type: none"> <li>• 8 weeks,</li> <li>• 3 weeks,</li> <li>• 2 weeks and</li> <li>• 1 week</li> </ul>
Rationale:	Should an extension not be required, the Service Provider shall ensure the Temporary Worker is placed in the Talent Pool where applicable and put forward for future assignments across the Authority

#### Confirmation of Contract Extension

<b>Requirement ID:</b> CLRS-BREQ-215	<b>Priority:</b> Must have	<b>Status:</b> Draft	<b>Version:</b> v1
Description:	The Solution shall allow Authorised User to confirm if contract extension is not required		
Rationale:	This will ensure prompt of leaver action and also stops reminders to Authorised Users for contract extension		

#### Prompts to Complete the Leaver Action

<b>Requirement ID:</b> CLRS-BREQ-28	<b>Priority:</b> Must have	<b>Status:</b> Draft	<b>Version:</b> v13
Description:	<p>The Solution shall prompt an Authorised User to complete the leaver actions if they do not wish to extend their Temporary Worker.</p> <p>Note. Intervals for the prompts to be agreed with the Service Provider at a later stage.</p>		

#### End of Assignment

<b>Requirement ID:</b> CLRS-BREQ-189	<b>Priority:</b> Must have	<b>Status:</b> Draft	<b>Version:</b> v10
Description:	<p>The Solution shall allow Authorised Users to complete leaver actions.</p> <p>Note. This will trigger withdraw of HR mini-master record and disable access to the Solution by midnight of end day.</p>		
Rationale:	Currently leaver forms are used by some Service Recipients to appraise Temporary Workers and give feedback confirming if Temporary Worker can be re-engaged for future assignments.		

### 22.3.5 Time Recording

#### Submission of Temporary Worker Time

<b>Requirement ID:</b> CLRS-BREQ-26	<b>Priority:</b> Must have	<b>Status:</b> Draft	<b>Version:</b> v7
<b>Description:</b>	The Solution shall allow all Temporary Workers to submit their time at any time of working or non-working day.		

#### Project Codes/Tasks

<b>Requirement ID:</b> CLRS-BREQ-87	<b>Priority:</b> Must have	<b>Status:</b> Draft	<b>Version:</b> v16
<b>Description:</b>	<p>The Solution shall allow the input or upload of specific codes(eg project codes,work orders,etc.) for time recording purposes.</p> <p>Note. Codes to be added by each Service Recipient and the information may be interfaced with local systems</p> <p>Time recording format must match or be compatible with the format expected by each Service Recipient`s individual systems(eg SAP for TfL)</p>		
<b>Rationale:</b>	<p>Allow time to be booked against project codes/tasks.</p> <p>Refer to Specification, Section 3 - Time Recorded and Payroll Operation and Recording and Management Information document</p>		

#### Multiple Lines Time Recording

<b>Requirement ID:</b> CLRS-BREQ-431	<b>Priority:</b> Must have	<b>Status:</b> Draft	<b>Version:</b> v1
<b>Description:</b>	The Solution shall allow the user to record time on more than one line where required, included but not limited, to shift patterns, enhanced rate/overtime, leave types etc."		
<b>Rationale:</b>	<p>For example, where Temporary worker needs to record time on an enhanced rate, the time recording functionality shall allow recording of hours on more than one line to ensure capture of different rates.</p> <p>Where the time recorded codes do not match the relevant parameters(for example: days/hours, shift patterns etc.), any attempt to save the recorded time shall error and require the user to take corrective action before saving their time for approval.</p>		

#### Approve/Reject Time Submitted by a Temporary Worker

<b>Requirement ID:</b> CLRS-BREQ-147	<b>Priority:</b> Must have	<b>Status:</b> Draft	<b>Version:</b> v4
<b>Description:</b>	The Solution shall display the time submitted by each Temporary Worker as itemised lines.		
<b>Rationale:</b>	<p>To enable Authorised Users to:</p> <ul style="list-style-type: none"> <li>• approve/reject individual lines or</li> <li>• bulk approved the time submitted.</li> <li>• submit time for various rates, for example: enhanced rates</li> <li>• project codes</li> </ul>		

### Consolidated Temporary Worker Time Approval

**Requirement ID:** CLRS-BREQ-29

**Priority:** Must have

**Status:** Draft

**Version:** v10

**Description:** The Solution shall allow an Authorised User to bulk approve all hours released by their Temporary Workers in a single action.

**Rationale:** Authorised User shall receive notification each time their temporary worker releases their hours.

### Time Not Approved

**Requirement ID:** CLRS-BREQ-148

**Priority:** Must have

**Status:** Draft

**Version:** v6

**Description:** The Solution shall notify the Temporary Worker that their time was not approved i.e.no action is taken by an Authorised User

Note.Time/frequency will be defined later on (with each Service Recipient having the capability to set their own frequency/approval window.

**Rationale:** The Solution shall not allow time to be submitted and approved by the same user and shall notify the appropriate user.

### Resubmit Rejected Time

**Requirement ID:** CLRS-BREQ-149

**Priority:** Must have

**Status:** Draft

**Version:** v3

**Description:** The Solution shall allow Temporary Workers to resubmit their hours for review and approval if their time was rejected.

### Notification of Non Submitted Time

**Requirement ID:** CLRS-BREQ-32

**Priority:** Must have

**Status:** Draft

**Version:** v8

**Description:** The Solution shall notify Authorised Users when a Temporary Worker time has not been submitted for a specified number of weeks.

Note.Number of weeks:2 weeks.

**Rationale:** This is to to confirm if a Temporary Worker is still on a assignment.  
If Temporary Worker finished the assignment there will be a prompt to complete leaver action.  
If Temporary Worker is on leave, time will be submitted against the appropriate code by an Authorised User.

### Notification For Exceeded Hours

**Requirement ID:** CLRS-BREQ-168

**Priority:** Must have

**Status:** Draft

**Version:** v5

**Description:** The Solution shall notify/alert Authorised Users/Approver when a Temporary Worker exceeded the hours allowed under the Working Time Directive.

### Time Alerts

<b>Requirement ID:</b> CLRS-BREQ-198	<b>Priority:</b> Must have	<b>Status:</b> Draft	<b>Version:</b> v1
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Description:	The Solution shall notify an Authorised User for any anomalies on the time submission, i.e. Bank holidays, overtime, excessive hours/days per week.
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### Approval Substitute for Time Submitted

<b>Requirement ID:</b> CLRS-BREQ-140	<b>Priority:</b> Must have	<b>Status:</b> Draft	<b>Version:</b> v5
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Description:	The Solution should allow for any person on the Service Recipient's organisational hierarchy to name and set up a substitute on their hierarchy for time approval if there is period of absence.
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Rationale:	This information is to be interfaced for specific Service Recipients.
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### Remote Approval of Time Submitted by Temporary Worker

<b>Requirement ID:</b> CLRS-BREQ-184	<b>Priority:</b> Must have	<b>Status:</b> Draft	<b>Version:</b> v2
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Description:	The Solution shall allow the time submitted by a Temporary Worker to be approved remotely by an Authorised User
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### Deny Submission of Time

<b>Requirement ID:</b> CLRS-BREQ-190	<b>Priority:</b> Must have	<b>Status:</b> Draft	<b>Version:</b> v1
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Description:	Upon completion of the leaver actions, The Solution shall end the Assignment and deny submission of time
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### Processing Approved Hours

<b>Requirement ID:</b> CLRS-BREQ-231	<b>Priority:</b> Must have	<b>Status:</b> Draft	<b>Version:</b> v3
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Description:	The Solution shall process time approved data in order to pay the Temporary Worker as per agreed terms in the contract
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Note. Acceptable recorded time to include but not limited to hours and minutes.

### Adjusting Previously Approved Hours

<b>Requirement ID:</b> CLRS-BREQ-234	<b>Priority:</b> Must have	<b>Status:</b> Draft	<b>Version:</b> v2
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Description:	The Solution shall allow for adjustment of previously approved hours.
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Rationale:	To ensure the correct payment is made. That needs to be reflected in the relevant data flows such as including but not limited to: <ul style="list-style-type: none"><li>• Invoice reconciliation</li><li>• MI and Reporting</li><li>• Temporary Worker payment</li></ul>
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### 22.3.6 Rate Card

#### Provision of Rate Card Data

<b>Requirement ID:</b> CLRS-BREQ-22	<b>Priority:</b> Should have	<b>Status:</b> Draft	<b>Version:</b> v6
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Description:	The Solution shall have the functionality to provide current market pay rate data against each role
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#### Input of Rate Card Data by the Authority

<b>Requirement ID:</b> CLRS-BREQ-128	<b>Priority:</b> Must have	<b>Status:</b> Draft	<b>Version:</b> v4
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Description:	The Solution shall be able to upload rate card data provided by the Authority as required.
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Note. Including but not limited to:

- min rate
- max rate
- average rate

#### Import Of Rate Card Information

<b>Requirement ID:</b> CLRS-BREQ-153	<b>Priority:</b> Must have	<b>Status:</b> Draft	<b>Version:</b> v5
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Description:	The Solution shall be able to import/upload the Rate Card information
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Note. This process to be followed during and post Implementation

#### Manual Adjustments to Rate Card

<b>Requirement ID:</b> CLRS-BREQ-154	<b>Priority:</b> Must have	<b>Status:</b> Draft	<b>Version:</b> v2
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Description:	The Solution shall allow for manual adjustment to be made to the Rate Card
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Note. Correct approval process to be followed.

## 22.4 Solution- Payroll, Data and Payment Compliance

### 22.4.1 Introduction

The Service Provider shall pay their Temporary Worker upon approved working time on weekly basis.

Where the Temporary Worker is sourced via Second Tier (or other sourcing channels), the Service Provider shall ensure payment to the Temporary Worker in line with above mentioned timeline.

Payment can include, but is not limited to, fees incurred by Temporary Worker and any other entitlement.

In addition to the section below, the Solution must support Specification, Section: 3 - Time Recorded and Payroll Operation.

### Approve Time

<b>Requirement ID:</b> CLRS-BREQ-203	<b>Priority:</b> Must have	<b>Status:</b> Draft	<b>Version:</b> v1
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Description:	The Solution shall allow Temporary Workers time to be approved via: <ul style="list-style-type: none"><li>- organisational hierarchy</li><li>- nominated approvers</li></ul>
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### Notification for Early Time Approval

<b>Requirement ID:</b> CLRS-BREQ-38	<b>Priority:</b> Must have	<b>Status:</b> Draft	<b>Version:</b> v5
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Description:	The Solution shall notify Authorised Users to approve their Temporary Workers` hours prior to cut off time for: <ul style="list-style-type: none"><li>• UK Bank Holidays</li><li>• exceptional circumstances</li><li>• other purposes</li></ul>
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### Reminders for Early Time Approval

<b>Requirement ID:</b> CLRS-BREQ-39	<b>Priority:</b> Must have	<b>Status:</b> Draft	<b>Version:</b> v9
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Description:	The Solution shall remind Authorised Users to approve submitted hours earlier prior to cut off time for: <ul style="list-style-type: none"><li>• UK Bank Holidays</li><li>• exceptional circumstances</li><li>• other purposes</li></ul>
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### Notification for Temporary Workers

<b>Requirement ID:</b> CLRS-BREQ-185	<b>Priority:</b> Must have	<b>Status:</b> Draft	<b>Version:</b> v1
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Description:	The Solution shall notify Temporary Workers to submit their time earlier prior to cut off time for: <ul style="list-style-type: none"><li>• UK Bank Holidays</li><li>• exceptional circumstances</li><li>• other purposes</li></ul>
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### Time Submitted on Behalf of Temporary Worker

<b>Requirement ID:</b> CLRS-BREQ-204	<b>Priority:</b> Must have	<b>Status:</b> Draft	<b>Version:</b> v1
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Description:	The Solution shall allow Authorised Users to submit time on behalf of Temporary Workers.  Note. Time shall be approved prior to being submitted
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### Duplicate records

<b>Requirement ID:</b> CLRS-BREQ-40	<b>Priority:</b> Must have	<b>Status:</b> Draft	<b>Version:</b> v1
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Description:	The Solution shall prevent creation of duplicate records for Temporary Workers
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#### Temporary Workers Communications

<b>Requirement ID:</b> CLRS-BREQ-41	<b>Priority:</b> Could have	<b>Status:</b> Draft	<b>Version:</b> v8
Description:	The Solution shall allow Temporary workers to be contacted directly by an Authorised User if and when required via an internal chat tool.		
Rationale:	To confirm with Service Provider if anything similar exist via the Solution		

#### Application of Correct Fee And Additional Cost

<b>Requirement ID:</b> CLRS-BREQ-152	<b>Priority:</b> Must have	<b>Status:</b> Final	<b>Version:</b> v10
Description:	<p>The Solution shall be able to apply the correct fee and additional associated costs per sourcing channel and/or pay rate as required.</p> <p>Note. As defined in Specification, Section 1 - Delivery Outcomes, there are various sourcing and supply chain delivery structures for each category.</p>		
Rationale:	The additional cost such as agency percentage based fee(mark up, AWR(including but not limited to NI, pension etc.)		

#### AWR Uplifts

<b>Requirement ID:</b> CLRS-BREQ-137	<b>Priority:</b> Must have	<b>Status:</b> Draft	<b>Version:</b> v4
Description:	<p>The Solution shall notify the Service Provider when a Temporary Worker is eligible for AWR uplifts</p> <p>Note. Minimum of two weeks before the effective date</p>		

#### Upload of Pre and Post AWR Rates

<b>Requirement ID:</b> CLRS-BREQ-158	<b>Priority:</b> Must have	<b>Status:</b> Draft	<b>Version:</b> v6
Description:	<p>The Solution shall be able to hold pre and post AWR rates during and post Implementation per Service Recipient.</p> <p>Note. The provision and frequency of the post AWR data will be discussed and agreed during of Implementation</p> <ul style="list-style-type: none"> <li>- See also <a href="#">CLRS-BREQ-159</a></li> </ul>		

#### Notifications for Pre AWR Time

<b>Requirement ID:</b> CLRS-BREQ-160	<b>Priority:</b> Must have	<b>Status:</b> Draft	<b>Version:</b> v2
Description:	The Solution shall notify the Service Provider one week prior and then daily once the pre AWR time has been processed		
Rationale:	To ensure that the post AWR rate has been applied from the effective date.		

Post AWR Rate			
<b>Requirement ID:</b> CLRS-BREQ-159	<b>Priority:</b> Must have	<b>Status:</b> Draft	<b>Version:</b> v4
Description:	The Solution shall allow Service Provider to directly select and apply the post AWR rate		
	Note. Apply when the final pre AWR time has been processed		

Point of Tenure			
<b>Requirement ID:</b> CLRS-BREQ-187	<b>Priority:</b> Must have	<b>Status:</b> Draft	<b>Version:</b> v4
Description:	The Solution shall notify the Authorised Users once Temporary Worker reaches the point of tenure for fee adjustment/discount.		
Rationale:	The fees will be pre-loaded into the Solution		

## 22.5 Solution- Reporting and Management Information (MI) Requirements

### 22.5.1 Introduction

This section describes the functional requirements for users to obtain the management information needed, using standard, custom and ad-hoc reports.

Management Information will be relative to all activity, performance and financial aspects of the Service provision.

Any changes/additions to the MI and reporting requirements will be accepted and actioned by the Service Provider during the life of the Contract at no additional cost to the Authority or Service Recipients.

Note. Please refer to Reporting and Management Information document – **Appendix 15**

### 22.5.2 Self Serve Reporting Requirements

Reporting and Management Information			
<b>Requirement ID:</b> CLRS-BREQ-16	<b>Priority:</b> Must have	<b>Status:</b> Draft	<b>Version:</b> v13
Description:	The Solution shall have full reporting and management information functionality.		
	Note.Preference is a format which can be exported into MS Office Applications or other similar packages utilised by the Authority Need to ensure reporting suite is 'self serve' for Authorised Users as required		
Rationale:	Refer to Specification, Section 3 - Time Recorded and Payroll Operation		

Reporting Portal			
<b>Requirement ID:</b> CLRS-BREQ-90	<b>Priority:</b> Must have	<b>Status:</b> Draft	<b>Version:</b> v6
Description:	The Solution shall provide Authorised Users with a tool that allows them to access all Management and Reporting Information from the Solution.		

### Dashboard Display

<b>Requirement ID:</b> CLRS-BREQ-80	<b>Priority:</b> Must have	<b>Status:</b> Draft	<b>Version:</b> v3
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Description:	The Solution shall have a dashboard facility that allows Management Information data to be displayed on a screen/report.
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Rationale:	Shall have visibility of the most recent reports, most popular reports and make a report a favourite functionality
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### Reports Generation

<b>Requirement ID:</b> CLRS-BREQ-71	<b>Priority:</b> Must have	<b>Status:</b> Draft	<b>Version:</b> v11
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Description:	The Solution shall allow Authorised Users to create/generate Authority-wide and individual Service Recipient reports on a pre-scheduled and ad-hoc basis.
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Note. User access for reporting- TBC at Implementation

Rationale:	example: IR35 determinations report
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### Report Request Details

<b>Requirement ID:</b> CLRS-BREQ-110	<b>Priority:</b> Must have	<b>Status:</b> Draft	<b>Version:</b> v6
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Description:	<p>The Solution shall include, but not be limited to the following details when initiating a new report or MI request by an Authorised User:</p> <ul style="list-style-type: none"><li>- Report name</li><li>- Report type</li><li>- Justification if non-standard</li><li>- Report request date(s)</li><li>- Report response date(s)</li><li>- Estimated implementation date(s)</li></ul>
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Rationale:	Provides early visibility of the work required to produce a report and acts as confirmation that the report request was received.
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### Reporting Data Elements

<b>Requirement ID:</b> CLRS-BREQ-108	<b>Priority:</b> Must have	<b>Status:</b> Draft	<b>Version:</b> v7
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Description:	The Solution shall enable Authorised Users to construct reports based on specified data elements
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Note. Refer to Management Information document

### Report and Management Information Scheduling

<b>Requirement ID:</b> CLRS-BREQ-94	<b>Priority:</b> Must have	<b>Status:</b> Draft	<b>Version:</b> v4
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Description:	<p>The Solution shall enable Authorised Users to create, modify and delete report and MI schedules, allowing for:</p> <ul style="list-style-type: none"> <li>• Definition of report period</li> <li>• Date of generation</li> <li>• Recurrence</li> </ul> <p>Note. Options to select not limited to:</p> <ul style="list-style-type: none"> <li>• from/to dates</li> <li>• start/end dates</li> <li>• specific dates</li> </ul>
Rationale:	Many reports are needed at standard times, such as Period end reporting. This functionality enables a user to schedule their most used reports so that they are available automatically when required.

#### Enable Authorised Users to Enter Report Date Ranges

<b>Requirement ID:</b> CLRS-BREQ-101	<b>Priority:</b> Must have	<b>Status:</b> Draft	<b>Version:</b> v2
Description:	The Solution shall enable Authorised Users to enter a user defined time interval and generate a report using data from the date range entered		
Rationale:	The reporting tool should be flexible enough to enable a user to select the date range they wish to interrogate.		

#### Scheduled Reports - Distribute

<b>Requirement ID:</b> CLRS-BREQ-96	<b>Priority:</b> Must have	<b>Status:</b> Draft	<b>Version:</b> v3
Description:	<p>The Solution shall enable Authorised Users to perform the following actions with scheduled reports:</p> <ul style="list-style-type: none"> <li>• Set reports to be automatically distributed to recipients</li> <li>• Manually email reports to recipients</li> <li>• Export the report to a given location &amp;/or required format</li> </ul>		

#### Scheduled Reports - Amend

<b>Requirement ID:</b> CLRS-BREQ-97	<b>Priority:</b> Must have	<b>Status:</b> Draft	<b>Version:</b> v2
Description:	The Solution shall enable Authorised Users to edit, save or delete scheduled reports.		

#### Filtering

<b>Requirement ID:</b> CLRS-BREQ-102	<b>Priority:</b> Must have	<b>Status:</b> Draft	<b>Version:</b> v2
Description:	<p>The Solution shall enable Authorised Users to apply filters to report data.</p> <p>Note. This is to ensure only data that is needed is queried and only the data to be displayed is included in the report output.</p>		

Rationale:	Filtering allows a user to temporarily exclude non-relevant data from a report without having to generate superfluous individual reports
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### Report Drill Down

<b>Requirement ID:</b> CLRS-BREQ-104	<b>Priority:</b> Must have	<b>Status:</b> Draft	<b>Version:</b> v3
Description:	<p>The Solution shall enable Authorised Users to drill down into data at the lowest level of detail of all data</p> <p>Note. In Line with GDPR, some data shall be anonymised TBC at Implementation and subject to Reporting permissions</p>		

## 22.5.3 Reporting Capabilities and Requirements

### Periodic Reports

<b>Requirement ID:</b> CLRS-BREQ-98	<b>Priority:</b> Must have	<b>Status:</b> Final	<b>Version:</b> v4
Description:	The Solution shall be capable of generating reports matching each Service Recipient`s financial periods.		

### Export Report Data

<b>Requirement ID:</b> CLRS-BREQ-109	<b>Priority:</b> Must have	<b>Status:</b> Draft	<b>Version:</b> v3
Description:	<p>The Solution shall provide the ability to export report data in the following formats including but not limited to:</p> <ul style="list-style-type: none"> <li>- Excel</li> <li>- CSV</li> <li>- PDF</li> <li>-Power Point or similar</li> <li>-pie charts and bar charts</li> </ul>		

### Real Time Reporting and Management Information

<b>Requirement ID:</b> CLRS-BREQ-93	<b>Priority:</b> Must have	<b>Status:</b> Draft	<b>Version:</b> v4
Description:	<p>The Solution shall be able to provide real time reporting and access to Management Information.</p> <p>Note. List of reports-TBC Preference is dashboard facility that allows management information data to be displayed on a screen and report on.</p>		

### Reporting Platform-Web Based

<b>Requirement ID:</b> CLRS-BREQ-91	<b>Priority:</b> Must have	<b>Status:</b> Draft	<b>Version:</b> v3
Description:	The Solution shall allow for a web based platform for reporting and Management Information.		

Rationale:	The platform must be secure, requiring login credentials to access.
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### Reporting Platform-Outputs

Requirement ID: CLRS-BREQ-92	Priority: Must have	Status: Draft	Version: v3
Description:	<p>The Solution shall provide an alternative outputs to web based platform for reporting and Management Information, including but not limited to:</p> <ul style="list-style-type: none"> <li>- Application Programming Interfacing (API)</li> <li>- File Transfers</li> </ul>		

### Maintenance Reports

Requirement ID: CLRS-BREQ-100	Priority: Must have	Status: Draft	Version: v5
Description:	<p>The Service Provider shall periodically provide the following maintenance reports including but not limited to:</p> <ul style="list-style-type: none"> <li>• The number of incidents raised, broken down by severity level.</li> <li>• Downtime reports</li> <li>• Number of outstanding incidents with reasons</li> <li>• Performance calculation (% of faults cleared within SLA)</li> <li>• Reasons for missed SLA</li> <li>• Planned / routine maintenance carried out</li> <li>• Maintenance planned for next period and dates</li> <li>• % of planned maintenance carried out within SLA</li> <li>• Reason for maintenance not carried out within SLA</li> <li>• Interface status / health check reports</li> <li>• RCA(Root Cause Analysis) Reports</li> </ul>		

### File Transfer/API Error Log Reports

Requirement ID: CLRS-BREQ-222	Priority: Must have	Status: Draft	Version: v7
Description:	<p>The Solution shall generate error log reports for file transfers showing all successful and failed uploads relating but not limited to:</p> <ul style="list-style-type: none"> <li>• mini master records</li> <li>• approval hierarchy(recorded time,requisition approvals)</li> <li>• project codes/ file transfers to Service Recipients financial systems (e.g.SAP)</li> <li>• payroll (e.g.invoicing)</li> </ul>		

### Rate Card Cap Report

Requirement ID: CLRS-BREQ-155	Priority: Must have	Status: Draft	Version: v2
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Description:	<p>The Solution shall be able to report on:</p> <ul style="list-style-type: none"> <li>• Temporary Workers placed over the rate card cap</li> <li>• All manual rate card adjustments applied.</li> </ul>
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#### Report on Diversity and Inclusion Data

<b>Requirement ID:</b> CLRS-BREQ-76	<b>Priority:</b> Could have	<b>Status:</b> Draft	<b>Version:</b> v10
Description:	<p>The Solution shall have the ability to report on diversity and inclusion data upon request of the Authority and/or Service Recipients.</p> <p>Note. Not to be used by the Authority as a basis for recruitment and selection decisions.</p>		
Rationale:	<p>For statutory purposes in line with HMRC and ENIC requirements-there are different NI requirements for different age groups for example</p> <p>Access to these reports is limited access to HR and Supplier</p>		

#### Record Nationality

<b>Requirement ID:</b> CLRS-BREQ-78	<b>Priority:</b> Must have	<b>Status:</b> Draft	<b>Version:</b> v1
Description:	<p>The Solution shall record the nationality of the applicant.</p> <p>Note. Not identifiable as individuals except for Visa and Home Office related enquiries.</p> <p>The record shall not be used by The Authority for recruitment and selection decisions.</p>		
Rationale:	<p>For anonymised reporting. Also to ensure that decisions including exiting or re-joining the European Union and recruitment initiatives based protected characteristics are addressed and managed correctly by the Service Provider.</p>		

#### Opt Out Record

<b>Requirement ID:</b> CLRS-BREQ-169	<b>Priority:</b> Must have	<b>Status:</b> Draft	<b>Version:</b> v1
Description:	<p>The Solution shall be able to keep a list/record of Temporary Workers who decided to 'opt out' of the Working Time Directive</p>		

#### Report for Underpaid Temporary Workers

<b>Requirement ID:</b> CLRS-BREQ-167	<b>Priority:</b> Must have	<b>Status:</b> Draft	<b>Version:</b> v1
Description:	<p>The Solution shall generate report on any Temporary Worker paid under the National Minimum Wage, London Living Wage and any other limits specified.</p>		
Rationale:	<p>To ensure the Authority authorises appropriate uplift in pay.</p>		

#### Interfaces

<b>Requirement ID:</b> CLRS-BREQ-43	<b>Priority:</b> Must have	<b>Status:</b> Draft	<b>Version:</b> v1
Description:	The Solution shall provide the ability to report on the number of times that it has interfaced with any tools or systems to obtain information if needed.		

## 22.6 Solution-Access, Hierarchy and Approvals

### 22.6.1 Introduction

The Service Provider shall provide a Solution that has industry standard security to ensure the Authority's data is held securely and is not accessible to any unauthorised party.

This section describes requirements for secure user authentication.

(This includes required Remote Access Service's etc.)

Also, the section outlines all the required workflows within the Solution.

Note. Metropolitan Police Service will not require an approval Hierarchy at this stage in regards to role or rate approval. If, at a later date Metropolitan Police Service or any of the Service Recipients do decide to implement an approval process during the contract duration, then this shall be actioned and implemented at no extra charge to The Authority.

### 22.6.2 User Access to the Solution

#### Web Accessibility

<b>Requirement ID:</b> CLRS-BREQ-157	<b>Priority:</b> Must have	<b>Status:</b> Draft	<b>Version:</b> v5
Description:	The Solution shall be web-enabled, thus allowing only Authorised Users within the Authority to access the Solution		

#### Notification of First Time User Access

<b>Requirement ID:</b> CLRS-BREQ-225	<b>Priority:</b> Must have	<b>Status:</b> Draft	<b>Version:</b> v2
Description:	The Solution shall notify the new Temporary Worker how to access the Solution for the first time.		
Rationale:	Notification to include: <ul style="list-style-type: none"> <li>Link to the Solution</li> <li>Mini master record number</li> </ul>		

#### Authenticate Users

<b>Requirement ID:</b> CLRS-BREQ-3	<b>Priority:</b> Must have	<b>Status:</b> Draft	<b>Version:</b> v6
Description:	The Solution shall enable secure user access(for all users) by verifying a user's security credentials with a username and password. <p>Note. TfL security mandates Multi Factor Authentication (MFA)</p>		



### Password Encryption

<b>Requirement ID:</b> CLRS-BREQ-47	<b>Priority:</b> Must have	<b>Status:</b> Draft	<b>Version:</b> v2
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Description:	The Solution shall ensure all passwords are securely encrypted.
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### Password Complexity

<b>Requirement ID:</b> CLRS-BREQ-46	<b>Priority:</b> Must have	<b>Status:</b> Draft	<b>Version:</b> v8
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Description:	The Solution shall ensures passwords are sufficiently complicated to be in line with the Authority and Service Recipient`s security policies.
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Rationale:	Any attempts by users to use weak passwords shall be prevented and users informed of the requirements for strong systems security.
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### Password Reset

<b>Requirement ID:</b> CLRS-BREQ-131	<b>Priority:</b> Must have	<b>Status:</b> Draft	<b>Version:</b> v3
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Description:	The Solution shall have the ability to provide security credentials for administration level users to enable them to reset other users' passwords.
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Rationale:	Allows Super Users and administrators to reset other users' passwords should they forget them.
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### Enforce Strong Password Protection

<b>Requirement ID:</b> CLRS-BREQ-130	<b>Priority:</b> Must have	<b>Status:</b> Draft	<b>Version:</b> v2
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Description:	The Solution shall verify all passwords.
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Rationale:	To ensure compliance with organisational Cyber Security policies
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### Enforce a Minimum Password Age Policy

<b>Requirement ID:</b> CLRS-BREQ-129	<b>Priority:</b> Must have	<b>Status:</b> Draft	<b>Version:</b> v5
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Description:	The Solution shall force users to renew their password in line with the internal Cyber Security policies to password changes.
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Rationale:	Frequently changing passwords make it harder to learn or guess a users password
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### Password Attempts

<b>Requirement ID:</b> CLRS-BREQ-12	<b>Priority:</b> Must have	<b>Status:</b> Draft	<b>Version:</b> v9
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Description:	The Solution shall be able to report on the number of invalid password attempts.
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	Note. Question to Service Provider. Is there a limit and a lock out? If so, what do they do?
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Rationale:	High level of security is required to ensure the security of data and business continuity against external and internal threats (employee sabotage, terrorist attack, hacking etc).
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### Single Sign On

<b>Requirement ID:</b> CLRS-BREQ-6	<b>Priority:</b> Must have	<b>Status:</b> Draft	<b>Version:</b> v10
Description:	The Solution shall have the capability to authenticate users rather than having them to enter a username and password if the Authority requests it.		
Rationale:	To enable the User to enter the Solution without entering a username and password. This shall only be enabled when User is logged into the Authority's secure infrastructure network.		

#### Login Details

<b>Requirement ID:</b> CLRS-BREQ-11	<b>Priority:</b> Must have	<b>Status:</b> Draft	<b>Version:</b> v5
Description:	The Solution shall allow the names and login details of Users using 'Single Sign On' features to be updated as and when required.		
Rationale:	Standard XML policies shall be supported where available		

#### Interface Security

<b>Requirement ID:</b> CLRS-BREQ-48	<b>Priority:</b> Must have	<b>Status:</b> Draft	<b>Version:</b> v4
Description:	The Solution shall provide security around its interfaces/API's/web and maintenance interfaces, including remote access and any third party maintainers, in line with the Authority cyber security policies.  Note. Link for TfL policies and standards added here.		

#### User Activity - Authorised User Visibility

<b>Requirement ID:</b> CLRS-BREQ-135	<b>Priority:</b> Must have	<b>Status:</b> Draft	<b>Version:</b> v3
Description:	<p>The Solution shall, for audit purposes, maintain a history of user activity. This history file shall log the following details for each user activity:</p> <ul style="list-style-type: none"> <li>• Username</li> <li>• Date of activity</li> <li>• Time of activity</li> <li>• Type of activity</li> <li>• Change made (in the case that the activity involves a configuration change)</li> </ul> <p>N.B. Audit logs shall be subject to business rules for data archiving</p>		
Rationale:	Audit history allows any change made to system configuration to be traced to a user.		

#### Recruitment Rights

<b>Requirement ID:</b> CLRS-BREQ-83	<b>Priority:</b> Must have	<b>Status:</b> Final	<b>Version:</b> v4
Description:	The Solution shall allow users recruitment/campaign rights to be reassigned by an administrator, when there is a period of absence.		
Rationale:	Should this be unplanned, there will be a defined process to enable the Service Recipients or Service Provider to re-assign rights as necessary.		

### Approval Rights

<b>Requirement ID:</b> CLRS-BREQ-84	<b>Priority:</b> Must have	<b>Status:</b> Draft	<b>Version:</b> v5
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Description:	The Solution shall allow users approval rights to be reassigned by an administrator, when there is a period of absence.
Rationale:	Should this be unplanned, there will be a defined process to enable the Service Recipients` Contract Manager or Service Provider to re-assign rights as necessary.

### Apply Role Based Access Control

<b>Requirement ID:</b> CLRS-BREQ-132	<b>Priority:</b> Must have	<b>Status:</b> Draft	<b>Version:</b> v2
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Description:	The Solution shall have the ability to assign user-profiles to various user-types based on the role a user needs to perform
Rationale:	This enables the configuration of different user profiles to allow customised access rights appropriate for different user groups

### Manage User Types

<b>Requirement ID:</b> CLRS-BREQ-133	<b>Priority:</b> Must have	<b>Status:</b> Draft	<b>Version:</b> v7
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Description:	<p>The Solution shall enable Authorised Users with the required security permissions to configure the following user access:</p> <ul style="list-style-type: none"><li>• Manager/ Substitute(Requisition and Time approval)</li><li>• Temporary Worker</li><li>• Service Provider`s staff</li><li>• Service Recipients` HR staff</li><li>• Service Provider Supply chain staff</li><li>• Service Recipients` Finance staff</li></ul>
Rationale:	This allows the Authority flexibility in allowing what access rights can be assigned to an individual, allowing information to be hidden, visible or editable depending on the user profile associated with that user.

### Manage User Profiles

<b>Requirement ID:</b> CLRS-BREQ-134	<b>Priority:</b> Must have	<b>Status:</b> Draft	<b>Version:</b> v3
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Description:	The Solution shall allow only Authorised Users the ability to create, modify or de-activate user profiles.
Rationale:	This enables the addition of different user profiles to allow customised access rights appropriate for new user groups.

### Prioritisation of profiles

<b>Requirement ID:</b> CLRS-BREQ-136	<b>Priority:</b> Must have	<b>Status:</b> Draft	<b>Version:</b> v2
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Description:	The Solution shall assign access controls to users based on the most restrictive profile assigned to the user
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#### Disable Authorised User Access

<b>Requirement ID:</b> CLRS-BREQ-209	<b>Priority:</b> Must have	<b>Status:</b> Draft	<b>Version:</b> v4
Description:	The Service Provider shall ensure that once an Authorised user is no longer employed by the Authority, their access to the Solution is disabled.		
Rationale:	For example: Hiring Manager, Time submitted Approver		

#### Disable Substitute Access

<b>Requirement ID:</b> CLRS-BREQ-163	<b>Priority:</b> Must have	<b>Status:</b> Draft	<b>Version:</b> v4
Description:	The Solution shall allow Authorised Users to disable the substitute access directly in the Solution		

#### Disable Temporary Worker Access

<b>Requirement ID:</b> CLRS-BREQ-223	<b>Priority:</b> Must have	<b>Status:</b> Draft	<b>Version:</b> v3
Description:	The Service Provider shall ensure that once a Temporary Worker is no longer employed by the Authority, their access to the Solution is disabled		

### 22.6.3 Workflow Approvals

#### Organisational Hierarchy

<b>Requirement ID:</b> CLRS-BREQ-138	<b>Priority:</b> Must have	<b>Status:</b> Draft	<b>Version:</b> v8
Description:	<p>The Solution shall be able to upload Authority`s and Service Recipients` Organisational hierarchy in line with the required frequency.</p> <p>Note. Preference for the upload its to be on a daily basis.</p> <p>Question to supplier: how the supplier will be able to do it on a daily basis?</p>		
Rationale:	To allow any individual whose details form part of that hierarchy at any level or who belong to that Service Recipient and form part of the structure agreed at Implementation to raise a requisition.		

#### Hierarchy Substitution

<b>Requirement ID:</b> CLRS-BREQ-162	<b>Priority:</b> Must have	<b>Status:</b> Draft	<b>Version:</b> v3
Description:	The Solution should allow Authorised Users on the Service Recipient`s organisational hierarchy to name and set up a substitute on the hierarchy		

#### Implementation of Approval Workflow

<b>Requirement ID:</b> CLRS-BREQ-139	<b>Priority:</b> Must have	<b>Status:</b> Draft	<b>Version:</b> v6
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Description:	The Solution shall allow the implementation of approval workflow
Rationale:	Allow to manually edit workflow at live requisition stage

#### Maintain Approval Workflow

<b>Requirement ID:</b> CLRS-BREQ-206	<b>Priority:</b> Must have	<b>Status:</b> Draft	<b>Version:</b> v2
Description:	The Solution shall be able to maintain approval workflows		

#### Requisition Approval

<b>Requirement ID:</b> CLRS-BREQ-194	<b>Priority:</b> Must have	<b>Status:</b> Draft	<b>Version:</b> v1
Description:	The Solution shall request approval of requisition by an Authorised User.		

#### Additional Approval

<b>Requirement ID:</b> CLRS-BREQ-85	<b>Priority:</b> Must have	<b>Status:</b> Draft	<b>Version:</b> v6
Description:	The Solution shall be able to allow for re-routing of roles where additional/alternate workflow approval is required		

#### Manual Workflow Approval

<b>Requirement ID:</b> CLRS-BREQ-207	<b>Priority:</b> Must have	<b>Status:</b> Draft	<b>Version:</b> v2
Description:	The Solution shall allow Authorised Users to manually re-route workflows for approval.		

#### Approval of Workflow Selection

<b>Requirement ID:</b> CLRS-BREQ-161	<b>Priority:</b> Must have	<b>Status:</b> Draft	<b>Version:</b> v4
Description:	The Solution shall allow the Authorised Users to select/deselect approval workflows during the Requisition process at no extra charge to The Authority.		

#### Notification of a Failed Workflow

<b>Requirement ID:</b> CLRS-BREQ-208	<b>Priority:</b> Must have	<b>Status:</b> Draft	<b>Version:</b> v3
Description:	<p>The Solution shall notify the correct Authorised User if a workflow fails.</p> <p>Note. Relevant service and support teams to be notified as well</p>		

#### New Starter Notification

<b>Requirement ID:</b> CLRS-BREQ-176	<b>Priority:</b> Must have	<b>Status:</b> Draft	<b>Version:</b> v2
Description:	The Solution shall notify a new starter who is their time approver.		

### New Starter Notification to Authorised User

**Requirement ID:** CLRS-BREQ-210

**Priority:** Must have

**Status:** Draft

**Version:** v2

**Description:** The Solution will notify the Authorised User when a new starter is set up on the Solution

### Notification of a New Time Approver

**Requirement ID:** CLRS-BREQ-213

**Priority:** Must have

**Status:** Draft

**Version:** v2

**Description:** The Solution shall notify a Temporary Worker of any changes to their time approver (e.g.line manager)

## 22.7 Solution Support and Maintenance

### 22.7.1 Introduction

This section describes the support and availability requirements for the Solution. For example percentage level of availability, required hours of operation, planned down-times etc.

### Maintain a Service Desk

**Requirement ID:** CLRS-BREQ-57

**Priority:** Must have

**Status:** Draft

**Version:** v4

**Description:** The Service Provider shall maintain a Service Desk capable of receiving support calls in line with the support hours of the service.

Note. The service shall be supported by the Service Provider 24 hours a day, 365 days a year.

**Rationale:** Solution support for functional and/or technical problems will be available as a minimum Monday to Friday 09.00 – 18.00 to support service users as required. If the proposed solution is via phone, this shall not be premium rate and calls shall be charged at local rate or lower. On-line support outside of the working hours defined above will be provided as a means of Users logging emergency or major systems issues.

### Maintain Distribution Lists

**Requirement ID:** CLRS-BREQ-116

**Priority:** Must have

**Status:** Draft

**Version:** v2

**Description:** The Service Provider shall maintain distribution lists for the purpose of notifying users of:

- Service status updates
- System alerts
- Messages

### Incident Severity Categories

<b>Requirement ID:</b> CLRS-BREQ-58		<b>Priority:</b> Must have	<b>Status:</b> Draft	<b>Version:</b> v4
Description:	The Service Provider shall log Service Desk incidents according to the severity categories and severity levels.			
	<b>Severiy Level</b>	<b>Definition</b>		
	<b>Severity 1</b>	<ul style="list-style-type: none"><li>• All or any part of the service is unavailable resulting in failure of business critical activities. "<b>Business critical activities</b>" include client services which cannot be mitigated (mitigation shall include the use of other available services); and/or</li><li>• The incident affects the overall security of the TfL estate; and/or</li><li>• The incident has a detrimental impact on the IM operations of TfL declared by designated individuals within TfL IM (IM Duty Managers (IMLT), Major Incident Managers, the IM Service Delivery Manager or the IM Security Manager); and/or</li><li>• The incident affects users at a critical site or more than 50% of users across all sites.</li></ul>		
		Business activities are adversely affected resulting in some impact on business operations where:		
		<ul style="list-style-type: none"><li>• The incident prevents at least one department from effectively performing key business activities; or</li><li>• The incident causes a failure to redundant services that increases the risk to business critical activities.</li></ul>		
		Business activities are adversely affected resulting in some impact on business operations where:		
<b>Severity 2</b>	<ul style="list-style-type: none"><li>• The incident prevents users from effectively performing non key business activities; and/or</li><li>• The Incident is limited in scope and scale. This includes equipment failures where due to redundancy and resilience, non-critical services are unaffected.</li></ul>			
<b>Severity 3</b>	<ul style="list-style-type: none"><li>• The service is not affected, eg queries; or</li><li>• The incident affects a service component that has a dependency on support parties that are not managed by TfL IM; and/or</li><li>• The incident affects a service component that cannot be fully supported.</li></ul>			
	<b>Severity 4</b>			
Rationale:	Service Recipients to confirm the above severity levels			

#### Raising and Monitoring an Incident

<b>Requirement ID:</b> CLRS-BREQ-60		<b>Priority:</b> Must have	<b>Status:</b> Draft	<b>Version:</b> v4
Description:	The Solution shall have the ability to notify users that an alert has been raised, the severity level of the associated incident and the incident reference number.			

#### Incident Updates/Resolution

<b>Requirement ID:</b> CLRS-BREQ-59		<b>Priority:</b> Must have	<b>Status:</b> Draft	<b>Version:</b> v5
Description:	The Service Provider shall provide updates and/or resolution confirmation to incidents to the Authority and/or Service Recipient`s and individual users in accordance with the requirements for each severity level .			
Rationale:	see CLRS-BREQ-58			

#### Monitor and Report Service Status

<b>Requirement ID:</b> CLRS-BREQ-117		<b>Priority:</b> Must have	<b>Status:</b> Draft	<b>Version:</b> v6
Description:	The Service Provider shall notify the Authority and Service Recipients what is the Service Status of the Solution Note. Service Status distribution list -TBC at Implementation stage			
Rationale:	This shall occur in the event performance falls below defined thresholds			

#### Testing of Service Updates

<b>Requirement ID:</b> CLRS-BREQ-62		<b>Priority:</b> Must have	<b>Status:</b> Draft	<b>Version:</b> v3
Description:	The Service Provider shall ensure that any software modification, revision or update implemented (by the Provider) is tested to ensure it has no detrimental effects on the performance of the Solution and network availability.  Note. Testing to be sign off by the Authority before the change is implemented.			

#### Installation of Service Updates

<b>Requirement ID:</b> CLRS-BREQ-61		<b>Priority:</b> Must have	<b>Status:</b> Draft	<b>Version:</b> v2
Description:	The Service Provider shall ensure the installation of latest security (in line with cyber security requirements) and feature/bug updates, without any extra cost to the Authority. Note. Including all available updates.			
Rationale:	To ensure continuous improvement of the Solution, user interface and capability and extending the digitalised service offering.			

#### Back Up and Restoration

<b>Requirement ID:</b> CLRS-BREQ-64		<b>Priority:</b> Must have	<b>Status:</b> Draft	<b>Version:</b> v5
Description:	The Service Provider shall back up the Solution to allow a restore in the event of a system failure.			

#### Automatic Backups

<b>Requirement ID:</b> CLRS-BREQ-65		<b>Priority:</b> Must have	<b>Status:</b> Draft	<b>Version:</b> v2
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Description:	The Solution shall perform automatic backups of system configuration and allow restore in the case of a disaster recovery.
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#### Solution Actions-Performance

<b>Requirement ID:</b> CLRS-BREQ-50	<b>Priority:</b> Must have	<b>Status:</b> Draft	<b>Version:</b> v4
Description:	The Solution shall ensure that all actions (eg search, screen load, record update, button clicks etc) performed by Authorised Users are initiated and completed in real time without no visible performance delay for end users. Note: The Service Provider shall benchmark performance at the initial stages and then validate at critical stages.		

#### Site Resilience

<b>Requirement ID:</b> CLRS-BREQ-118	<b>Priority:</b> Must have	<b>Status:</b> Draft	<b>Version:</b> v1
Description:	The Service Provider shall ensure that the service must not be dependent on any component which is only available from a single geographical location.		

#### Penetration Testing

<b>Requirement ID:</b> CLRS-BREQ-82	<b>Priority:</b> Must have	<b>Status:</b> Draft	<b>Version:</b> v5
Description:	The Service provider shall ensure that the Solution is available for penetration testing by the Authority and Service Recipients prior to Implementation and at any time.		
Rationale:	To ensure that the Solution is secure and acceptable to the Service Recipients' information technology specialists.		

## 22.8 Solution-Services

### 22.8.1 Introduction

This section outlines the non-functional requirements that need to be met by the Service Provider.

The Service Provider must ensure that there is a continuity of service when being handed the service from the incumbent Service Provider.

#### Solution Accessibility

<b>Requirement ID:</b> CLRS-BREQ-146	<b>Priority:</b> Must have	<b>Status:</b> Draft	<b>Version:</b> v5
Description:	The Service Provider shall ensure Authorised Users can utilise and access the Solution for the duration of the contract.		

#### Incident Service Level Agreements

<b>Requirement ID:</b> CLRS-BREQ-112	<b>Priority:</b> Must have	<b>Status:</b> Draft	<b>Version:</b> v3
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Description:	The Service Provider shall manage incidents in accordance to the response Service Levels, target restore time and resolution Service Levels, defined for each severity level .
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### Performance Benchmarking

<b>Requirement ID:</b> CLRS-BREQ-113	<b>Priority:</b> Must have	<b>Status:</b> Draft	<b>Version:</b> v1
Description:	The Service Provider shall benchmark system performance and run reports to confirm performance against agreed benchmarks		

### Updated Documentation

<b>Requirement ID:</b> CLRS-BREQ-114	<b>Priority:</b> Must have	<b>Status:</b> Draft	<b>Version:</b> v4
Description:	<p>The Service Provider shall maintain a catalogue of the following documents, which shall be updated and shared with the Authority after any change:</p> <ul style="list-style-type: none"> <li>• Design specification</li> <li>• Interface specification</li> <li>• Requirement lists</li> <li>• Functional specifications</li> <li>• High level transition/ implementation plan</li> <li>• Requirement traceability</li> <li>• Process maps</li> <li>• Support scripts</li> <li>• Training plan</li> <li>• Active user list</li> <li>• Interface register</li> <li>• Non-production Environment map</li> <li>• Decision log</li> </ul>		

### Solution Issues Log

<b>Requirement ID:</b> CLRS-BREQ-124	<b>Priority:</b> Must have	<b>Status:</b> Draft	<b>Version:</b> v3
Description:	<p>The Service Provider shall maintain a log of Solution issues, including but not limited to:</p> <ul style="list-style-type: none"> <li>• major failures</li> <li>• Solution bugs</li> <li>• Solution Incidents</li> </ul>		
Rationale:	This shall be supported by a plan for rectification and escalation to appropriate levels within the Service Provider's organisation and The Authority.		

### Software Upgrades

<b>Requirement ID:</b> CLRS-BREQ-142		<b>Priority:</b> Must have	<b>Status:</b> Draft	<b>Version:</b> v4
Description:	<p>The Service Provider shall be responsible for providing the Authority with upgrades for all software within six (6) months of a new release being launched.</p> <p>Note. All software upgrades to be provided at no additional charge to the Authority and the Authority should be able to test and plan the release into production</p>			

### Change Requests

<b>Requirement ID:</b> CLRS-BREQ-63		<b>Priority:</b> Must have	<b>Status:</b> Draft	<b>Version:</b> v8
Description:	<p>The Service Provider shall submit formal requests for any change to the Solution to the Authority and Service Recipients and provide details of any modifications.</p> <p>Note. Confirmation of acceptance and contact point to be provided for duration of the change request .</p> <p>A minimum of three months' notice shall be given to the Authority where fundamental changes to the Solution are proposed.</p>			

### Solution Management

<b>Requirement ID:</b> CLRS-BREQ-144		<b>Priority:</b> Must have	<b>Status:</b> Draft	<b>Version:</b> v8
Description:	<p>The Service Provider shall be responsible for, including but not limited to:</p> <ul style="list-style-type: none"> <li>• provision</li> <li>• management</li> <li>• maintenance</li> <li>• end to end testing (including integration testing)</li> <li>• on-going development</li> </ul> <p>of all technology required to ensure delivery of the Services at no additional cost to the Authority</p> <p>Note. The Service Provider will act as the "Solution Integrator"</p> <p>The Service Provider can provision a single application or a suite of applications to provide stated capabilities as a solution. However the solution should be built on the principle of minimising code changes.</p> <p>The Service Provider is also expected to act as the system integrator managing and co-ordinating with all stakeholders including functioning bodies and the interfacing systems.</p>			

### Licenses transfer

<b>Requirement ID:</b> CLRS-BREQ-143		<b>Priority:</b> Must have	<b>Status:</b> Draft	<b>Version:</b> v4
Description:	<p>The Service Provider shall ensure that all licenses required for technology systems used in delivery of the Solution are transferable upon the request of the Authority at any point in time after the second (2nd) anniversary of the service commencement date.</p>			

### Solution Compliance

<b>Requirement ID:</b> CLRS-BREQ-145	<b>Priority:</b> Must have	<b>Status:</b> Draft	<b>Version:</b> v2
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Description:	The Service Provider shall ensure the Solution is compliant with legislative or regulatory changes.
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Rationale:	To ensure legislative and compliance requirements are met.
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### Data Transfer

<b>Requirement ID:</b> CLRS-BREQ-164	<b>Priority:</b> Must have	<b>Status:</b> Draft	<b>Version:</b> v3
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Description:	The Service Provider shall ensure that all required fields/data is copied from one release to another prior to UAT(User Acceptance Testing)
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Rationale:	To ensure the Solution reflects the Service Recipients business processes and that the configurations are carried forward for new release
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### Solution Delivery

<b>Requirement ID:</b> CLRS-BREQ-165	<b>Priority:</b> Must have	<b>Status:</b> Draft	<b>Version:</b> v3
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Description:	The Service Provider shall be responsible for advising the Authority and/or Service Recipients of the information(incl.dependency on us, assumptions and risks) they require to deliver the Solution, including timeframes and any other specific project management requirements.
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### Temporary Workers Pay Rate

<b>Requirement ID:</b> CLRS-BREQ-166	<b>Priority:</b> Must have	<b>Status:</b> Draft	<b>Version:</b> v4
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Description:	<p>The Service Provider shall ensure Temporary Workers are paid not less the equivalent of:</p> <ul style="list-style-type: none"><li>• National Minimum Wage</li><li>• London Living Wage or</li><li>• Any other limits specified</li></ul>
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Note. Also refer to:[CLRS-BREQ-167](#)

### AWR/Other Pay Related Threshold Notification

<b>Requirement ID:</b> CLRS-BREQ-170	<b>Priority:</b> Must have	<b>Status:</b> Draft	<b>Version:</b> v5
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Description:	<p>The Service Provider shall notify the Authority when Temporary Workers are paid below AWR thresholds</p> <p>Note. The Service Provider shall implement a schedule for adjusting AWR affected rates and other pay items within agreed timelines and share mitigation plans to ensure delays and backlogs to not occur. This shall be provided to The Authority upon implementation.</p>
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Rationale:	Refer to Specification, Section 4 - Agency Worker Regulations (AWR) and <b>Appendix 2</b> - GLA AWR and Pay Standard
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#### Invoices Back Up

<b>Requirement ID:</b> CLRS-BREQ-177	<b>Priority:</b> Must have	<b>Status:</b> Draft	<b>Version:</b> v4
Description:	The Service Provider shall be able to provide the proof (evidence) of Invoices when requested by the Authority.		
Rationale:	To be used for audit purposes, for disputes and/or financial reconciliation		

#### Ad Hoc Reports

<b>Requirement ID:</b> CLRS-BREQ-178	<b>Priority:</b> Must have	<b>Status:</b> Draft	<b>Version:</b> v3
Description:	The Service Provider shall be able to provide reports on an ad-hoc basis to the Authority and Service Recipients.		

#### Solution Performance

<b>Requirement ID:</b> CLRS-BREQ-44	<b>Priority:</b> Must have	<b>Status:</b> Draft	<b>Version:</b> v3
Description:	The Service Provider shall ensure that generating reports does not adversely impact the performance of the Solution (eg it does not slow down performance)		

#### Business Continuity Plan

<b>Requirement ID:</b> CLRS-BREQ-67	<b>Priority:</b> Must have	<b>Status:</b> Draft	<b>Version:</b> v2
Description:	The Service Provider shall provide a business continuity plan.		

#### Freedom Of Information Requests

<b>Requirement ID:</b> CLRS-BREQ-221	<b>Priority:</b> Must have	<b>Status:</b> Draft	<b>Version:</b> v1
Description:	The Service Provider shall be able to manage Freedom of Information requests.		

#### Live Requisitions

<b>Requirement ID:</b> CLRS-BREQ-125	<b>Priority:</b> Must have	<b>Status:</b> Draft	<b>Version:</b> v11
Description:	The Service Provider shall allow for a transfer of live/current Requisitions during the Implementation to the Solution from the 'go-live' date.		

#### Open Requisitions Transfer

<b>Requirement ID:</b> CLRS-BREQ-126	<b>Priority:</b> Must have	<b>Status:</b> Draft	<b>Version:</b> v3
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Description:	The Solution shall allow transfer of open/ongoing Requisitions during Implementation.
Rationale:	Allowing for transfer of required data sets from previous requisitioning system (recruitment tool) to the new Solution including manual intervention by an Authorised users.

#### **Solution Change Requests**

<b>Requirement ID:</b> CLRS-BREQ-226	<b>Priority:</b> Must have	<b>Status:</b> Draft	<b>Version:</b> v3
Description:	The Service Provider shall accommodate change requests to the Solution from the Authority (including individual Service Recipients` ) if needed.		

#### **Rate Calculator**

<b>Requirement ID:</b> CLRS-BREQ-235	<b>Priority:</b> Must have	<b>Status:</b> Draft	<b>Version:</b> v2
Description:	The Service Provider shall provide stand-alone cost/rate calculator		
Rationale:	For use by Service Recipients to ensure each aspect of pay breakdown is clearly visible and understood.		

## 22.9 Solution-Testing, Training and Implementation

### 22.9.1 Introduction

The Service Provider shall ensure all training for the Solution is delivered pre and post go-live via a route agreed with the Authority.

The Service Provider shall operate a robust self-audit process and submit its self-audit plan for approval to The Authority as part of Implementation and mobilisation to ensure all requirements are met and reported in full.

#### Transfer of Service(Operational Readiness)

Requirement ID: CLRS-BREQ-111		Priority: Must have	Status: Draft	Version: v7
Description:	The Service Provider shall ensure that the Solution is implemented, tested and fully operational by the individual Service Recipient Contract go-live date or sooner			
	Note. Ensuring the Implementation and Transition Plans are taken into account			

#### Training

Requirement ID: CLRS-BREQ-173		Priority: Must have	Status: Draft	Version: v3
Description:	The Service Provider shall provide training for the Solution to users.			
	Note. Users to be trained prior and post Implementation			
Rationale:	To ensure a seamless transfer to the new service.			

#### Training Materials

Requirement ID: CLRS-BREQ-120		Priority: Must have	Status: Draft	Version: v2
Description:	The Solution shall be supported by online/interactive documentation, manuals and FAQs			
Rationale:	Provided to the Authority prior to the contract go-live date.			

#### Technical Terminology

Requirement ID: CLRS-BREQ-121		Priority: Must have	Status: Draft	Version: v6
Description:	The Solution shall use language easily recognisable by the Authority's and Service Recipients` staff.			
Rationale:	Where use of technical terminology is unavoidable, the Service Provider will include help functions to enable users to use the Solution effectively with minimum support.			

#### Exit Strategy

<b>Requirement ID:</b> CLRS-BREQ-123		<b>Priority:</b> Must have	<b>Status:</b> Draft	<b>Version:</b> v9
Description:		<p>The Service Provider shall have a proven exit strategy/Off Boarding process (includes the extraction and transfer of data).</p> <p>Note. The exit strategy/off boarding process shall be understood, agreed and adhered to by the Authority Format of data will be confirmed at Delivery stage</p>		



## Part III The Solution: Non Functional Requirements

### 23. Solution Service Requirements

#### 23.1 Solution - Non-Functional Requirements

##### 23.1.1 Access

Data Centre Hosting Access			
<b>Requirement ID:</b> <a href="#">CLRS-REQ-1</a>	<b>Priority:</b> Must have	<b>Status:</b> Draft	<b>Version:</b> v9
Description:	The Service Provider shall comply with the Service Recipients` Physical Security of IT Equipment Standard with respect to authorised and unauthorised personnel requiring physical access to the hardware on which the Solution is hosted.		

Access Control			
<b>Requirement ID:</b> <a href="#">CLRS-REQ-2</a>	<b>Priority:</b> Must have	<b>Status:</b> Draft	<b>Version:</b> v7
Active Directory	The Solution shall authenticate access for Authorised Users through each Service Recipients Active Directory service in accordance with their Cyber Security Policies and Standards-		
User Access	The Service Provider shall comply with Service Recipients` System Access Control Policy for granting users access to the Solution. This shall require approval to first be obtained from either the: <ul style="list-style-type: none"><li>• Business Owner for the Solution OR</li><li>• Service Owner for the Solution</li></ul>		
User Accounts	The Solution shall associate user accounts to pre-defined roles within the Solution to control access to data and functionality		
User Activity Logging	The Solution shall automatically record an audit trail of all activity performed by users within the Solution as part of a daily audit log file. The information recorded in the log file shall include, but not be limited to: <ul style="list-style-type: none"><li>• Unique identifier for the user activity</li><li>• Date/Timestamp of the activity</li><li>• User account identifier</li><li>• Type of activity (eg view record, creation, update, deletion)</li><li>• Before and After values of attributes changed on data records</li></ul>		

Remote Access			
<b>Requirement ID:</b> <a href="#">CLRS-REQ-3</a>	<b>Priority:</b> Must have	<b>Status:</b> Draft	<b>Version:</b> v6
Description:	The Solution shall allow remote access for authorised users through one of the following sets of technologies: <ol style="list-style-type: none"><li>1. Microsoft Multi-Factor Authentication AND T-Snap</li><li>2. Cisco AnyConnect VPN</li><li>3. Citix Receiver</li></ol>		

### Data Types

**Requirement ID:** [CLRS-REQ-4](#)

**Priority:** Must have

**Status:** Draft

**Version:** v6

Description:

The Solution shall comply with Service Recipients` approach for the security classification of data as described in their Information Security Classification Standard for all data, personal and non-personal, processed and stored by the Solution

### Third Party Access: Information About Third Party

**Requirement ID:** [CLRS-REQ-7](#)

**Priority:** Must have

**Status:** Draft

**Version:** v6

Description:

The Service Provider of the Solution shall provide the Authority with information about their own organisation and any partner organisations. This information includes, but is not limited to:

- Service Provider Name
- Primary Contact Details
- Contacts (Roles and Communications methods)
- Scope of service in relation to the Solution

### Device Access

**Requirement ID:** [CLRS-REQ-8](#)

**Priority:** Must have

**Status:** Draft

**Version:** v7

Description:

The Solution shall be accessible to Authorised Users via the following device types:

- Devices connected to the Service Recipients` network (e.g.Thick/Thin Clients, Laptops)
- Devices connected to an external internet network (e.g.Thick/Thin Clients, Laptops)
- Mobile devices connected to the Service Recipients` network (eg Smartphones, Tablets)
- Mobile devices connected to an external internet network (eg Smartphones, Tablets)
- Remote access to the Service Recipients` network (e.g.MFA)
- Personal Mobile devices (i.e. BYOD) connected to the Service Recipients` network
- Personal Mobile devices (i.e. BYOD) connected to an external internet network

Note.To enable Temporary Workers to submit their time and for Authorised Users to approve their time.

### Accessibility

**Requirement ID:** [CLRS-REQ-88](#)

**Priority:** Must have

**Status:** Draft

**Version:** v10

Description:

The Solution shall conform to Service Recipients` Digital Accessibility Standard.

### 23.1.2 Archiving and Retention

#### Backup Log Files

**Requirement ID:** [CLRS-REQ-10](#) **Priority:** Must have **Status:** Draft **Version:** v6

**Description:** The Solution shall retain audit log files as live data in the Production environment for a minimum of 10 days before these log files are archived in accordance with Service Recipients' Corporate Information and Records Disposal Schedules

### 23.1.3 Auditing

#### Audit Trail

**Requirement ID:** [CLRS-REQ-76](#) **Priority:** Must have **Status:** Draft **Version:** v11

**Description:** The Solution shall have the functionality to provide an audit trail of all user amendments and step by step actions associated with any individual using The Solution

#### Auditing

**Requirement ID:** [CLRS-REQ-11](#) **Priority:** Must have **Status:** Draft **Version:** v5

**Description:** The Solution shall automatically record an audit trail of all user activities that take place within the Solution in an audit log file that can be viewed by users with the appropriate permissions. The activities to be recorded for the audit trail include, but are not limited to:

- Creation of data records
- Updates to data records
- Deletion of data records
- Changes to the system configuration
- Changes to user permissions
- Creation of user accounts
- Deletion of user accounts

#### Access for Auditors

**Requirement ID:** [CLRS-REQ-77](#) **Priority:** Must have **Status:** Draft **Version:** v10

**Description:** The Solution shall be accessible by the Authority and/or Service Recipients Internal Auditors and statutory security services in the United Kingdom on the request of The Authority

**Rationale:** The Authority retains the right to audit of any part of The Solution or the Service Provider's payroll systems.

### 23.1.4 Availability

#### Availability Percentage

**Requirement ID:** [CLRS-REQ-12](#) **Priority:** Must have **Status:** Draft **Version:** v4

Description:	The Solution shall be at least 99.74% available on an annual basis, excluding agreed maintenance windows, where annual basis is defined as twenty four (24) hours a day, seven (7) days a week, three hundred and sixty five (365) days a year
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#### Maintain a Service Window (Planned Outages)

<b>Requirement ID:</b> <a href="#">CLRS-REQ-78</a>	<b>Priority:</b> Must have	<b>Status:</b> Draft	<b>Version:</b> v8
Description:	<p>The Service Provider shall ensure that standard maintenance windows are aligned with the Authority and Service Recipient`s change processes and agreed with the relevant Authority and Service Recipient, by requesting permission within a reasonable notice period.</p> <p>Note. Reasonable Notice Period -TBC after a Supplier is chosen to provide the Service Scheduling tool to be made available to the Authority and Service Recipients</p>		

#### Maintenance Windows: Frequency

<b>Requirement ID:</b> <a href="#">CLRS-REQ-13</a>	<b>Priority:</b> Must have	<b>Status:</b> Draft	<b>Version:</b> v4
Description:	The Service Provider shall conduct maintenance activities on the Solution using a 4 weekly maintenance window as agreed with Authority.		

#### Maintenance Windows: Information Required

<b>Requirement ID:</b> <a href="#">CLRS-REQ-14</a>	<b>Priority:</b> Must have	<b>Status:</b> Draft	<b>Version:</b> v3
Description:	<p>The Service Provider shall provide the Authority with the following information in relation to each maintenance window for the Solution:</p> <ul style="list-style-type: none"> <li>• Calendar date(s)</li> <li>• Time (24 hr clock) window</li> <li>• Additional approval steps (if applicable)</li> <li>• Custom communications approach (if non-standard)</li> <li>• Service impacting (Yes/No)</li> </ul>		

### 23.1.5 Backup and Recovery

#### Failover

<b>Requirement ID:</b> <a href="#">CLRS-REQ-15</a>	<b>Priority:</b> Must have	<b>Status:</b> Draft	<b>Version:</b> v4
Description:	The Solution shall, in the event that users are required to connect to a failover instance of the Solution, ensure users have to log into the Solution again once it has been recovered		

#### Recovery Point Objective

<b>Requirement ID:</b> <a href="#">CLRS-REQ-16</a>	<b>Priority:</b> Must have	<b>Status:</b> Draft	<b>Version:</b> v4
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Description:	In the event of an unplanned interruption to normal operations, the Solution shall permit no more than 4 hours of data loss, i.e. the last 4 hours of data that is input and stored in the Solution
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#### Disaster Recovery Plan

<b>Requirement ID:</b> <a href="#">CLRS-REQ-17</a>	<b>Priority:</b> Must have	<b>Status:</b> Draft	<b>Version:</b> v3
Description:	The Service Provider shall provide a disaster recovery plan. Note. Disaster Recovery plan to be tested on annual basis and evidence of successful test to be provided		

#### Disaster Recovery Plan Contents

<b>Requirement ID:</b> <a href="#">CLRS-REQ-18</a>	<b>Priority:</b> Must have	<b>Status:</b> Draft	<b>Version:</b> v3
Description:	<p>The contents of the Disaster Recovery Plan for the Solution that is provided by the Service Provider shall contain information that includes, but is not limited to:</p> <ul style="list-style-type: none"> <li>• Minimum failure scenarios which trigger the Disaster Recovery process (eg Loss of one or both Datacentre, loss of Hub building)</li> <li>• Common service restoration steps</li> <li>• Resolver matrix describing who is responsible for resolving issues for the components of the Solution</li> <li>• Business contacts who need to be engaged</li> <li>• Service Impact descriptions</li> <li>• Dependent and depending services for the Solution</li> <li>• Links to design and build documents</li> </ul>		

#### Backup Profile

<b>Requirement ID:</b> <a href="#">CLRS-REQ-19</a>	<b>Priority:</b> Must have	<b>Status:</b> Draft	<b>Version:</b> v3
Description:	The Solution shall deploy an online, back-up profile which has no impact on the operation of the service(s) provided by the Solution when the backup is taking place		

#### Backup Retention Period

<b>Requirement ID:</b> <a href="#">CLRS-REQ-20</a>	<b>Priority:</b> Must have	<b>Status:</b> Draft	<b>Version:</b> v3
Description:	The Solution shall retain its backups for a maximum of 2 years		

#### Backup Encryption

<b>Requirement ID:</b> <a href="#">CLRS-REQ-21</a>	<b>Priority:</b> Must have	<b>Status:</b> Draft	<b>Version:</b> v4
Description:	The Solution shall encrypt all data backups		

#### Backup Storage Location

<b>Requirement ID:</b> <a href="#">CLRS-REQ-22</a>	<b>Priority:</b> Must have	<b>Status:</b> Draft	<b>Version:</b> v3
Description:	The Service Provider shall, with the agreement of Authority, store backups of the Solution in an alternative location to the datacentre which hosts the primary instance of the Solution		

#### Backup Alerts

<b>Requirement ID:</b> <a href="#">CLRS-REQ-24</a>	<b>Priority:</b> Must have	<b>Status:</b> Draft	<b>Version:</b> v3
Description:	The Solution shall automatically send a notification to a designated user(s) if there is a failure in the backup process. The notification shall be in the Solution itself or by email.		

#### Deployment Automation

<b>Requirement ID:</b> <a href="#">CLRS-REQ-25</a>	<b>Priority:</b> Must have	<b>Status:</b> Draft	<b>Version:</b> v4
Description:	<p>Where the Solution is not hosted by the Authority, the Service Provider shall automate the deployment of the following elements of the environment in which the Solution operates:</p> <ul style="list-style-type: none"> <li>• Infrastructure (including Network routes and configuration)</li> <li>• Application</li> <li>• Application configuration from template and/or backup</li> <li>• Data from backup</li> </ul>		

#### Business Continuity Testing

<b>Requirement ID:</b> <a href="#">CLRS-REQ-26</a>	<b>Priority:</b> Must have	<b>Status:</b> Draft	<b>Version:</b> v4
Description:	The Service Provider shall, in collaboration with the Authority, test the Solution's Continuity and Disaster Recovery capabilities every 2 years		

### 23.1.6 Capacity

#### Solution Capacity

<b>Requirement ID:</b> <a href="#">CLRS-REQ-27</a>	<b>Priority:</b> Must have	<b>Status:</b> Draft	<b>Version:</b> v5
Description:	The Solution shall be capable of notifying the Authority if the capacity usage exceeds 85% of the available Solution capacity		

#### Capacity Monitoring

<b>Requirement ID:</b> <a href="#">CLRS-REQ-28</a>	<b>Priority:</b> Must have	<b>Status:</b> Draft	<b>Version:</b> v4
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Description:	<p>The Service Provider shall have the capability to monitor the Solution's capacity for 100% of the agreed availability, as defined in requirement <a href="#">CLRS-REQ-12</a>, for the following components that include, but are not limited to:</p> <ul style="list-style-type: none"> <li>• Disk / Storage</li> <li>• Central Processing Unit (CPU)</li> <li>• Network</li> <li>• Memory</li> <li>• Licenses</li> </ul>
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### Capacity Reports

Requirement ID: <a href="#">CLRS-REQ-30</a>	Priority: Must have	Status: Draft	Version: v3
Description:	<p>The Service Provider of the Solution shall provide the Authority with a quarterly report, in the required format, of the Solution's capacity. The contents of the report shall include, but not be limited to:</p> <ul style="list-style-type: none"> <li>• Disk / Storage usage</li> <li>• Central Processing Unit (CPU) usage</li> <li>• Network usage</li> <li>• Memory usage</li> <li>• License usage</li> </ul>		

### Solution Growth: Data

Requirement ID: <a href="#">CLRS-REQ-32</a>	Priority: Must have	Status: Draft	Version: v4
Description:	The Solution shall be scalable to accommodate the projected 6 months growth of data volumetrics at any given time		
Rationale:			

### Capacity Baselining

Requirement ID: <a href="#">CLRS-REQ-33</a>	Priority: Must have	Status: Draft	Version: v3
Description:	<p>The Service Provider shall collaborate with the Authority to define and baseline the operational capacity of the Solution</p> <p>Note. Thresholds to be confirmed based on recommendations by supplier and architecture, and minimum limit established from SSRs</p>		
Rationale:			

### Scalability

Requirement ID: <a href="#">CLRS-REQ-87</a>	Priority: Must have	Status: Draft	Version: v6
Description:	<p>The Solution shall be able to automatically scale to an increased capacity as per business needs.</p> <p>Note. Ability to accommodate projected 6 months growth at any given time</p>		

Rationale:	The requirement can be tested using current data available across the Authority
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### 23.1.7 Maintainability and Support

#### 23.1.7.1 Change and Release Management

##### Release Plan Requirements

<b>Requirement ID:</b> <a href="#">CLRS-REQ-42</a>	<b>Priority:</b> Must have	<b>Status:</b> Draft	<b>Version:</b> v3
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Description:	<p>The Service Provider shall provide the Authority with a Release Plan of any updates that need to be made to the Solution, containing information that includes, but is not limited to:</p> <ul style="list-style-type: none"> <li>• Software required for the Release</li> <li>• Services dependent on the Release</li> <li>• Parties that are impacted by the Release and who need to be engaged (technical, business &amp; 3rd parties)</li> <li>• High-level step-by-step deployment guide for the Release</li> <li>• Roll-back guide for returning the Solution to it's previous version</li> <li>• Additional costs incurred by the Authority for the Release</li> </ul>
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##### Maximum Outage requirements

<b>Requirement ID:</b> <a href="#">CLRS-REQ-43</a>	<b>Priority:</b> Must have	<b>Status:</b> Draft	<b>Version:</b> v3
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Description:	<p>The Service Provider shall comply with the following maximum outage times when deploying releases to the Solution:</p> <ul style="list-style-type: none"> <li>• Standard Release: less than an 1 hour</li> <li>• Large Functional Release: less than 6 hours</li> <li>• Major Version Upgrade: less than 8 hours</li> <li>• Annual Disaster Recovery Test: 24 hours</li> </ul>
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##### Outage Windows for Releases

<b>Requirement ID:</b> <a href="#">CLRS-REQ-44</a>	<b>Priority:</b> Must have	<b>Status:</b> Draft	<b>Version:</b> v3
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Description:	<p>The Service Provider shall use the following outage windows, agreed with the Authority, for deploying releases to the Solution:</p> <ul style="list-style-type: none"> <li>• Monthly window for releases relating to the functionality of the Solution</li> </ul>
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##### Change and Release Communications

<b>Requirement ID:</b> <a href="#">CLRS-REQ-51</a>	<b>Priority:</b> Must have	<b>Status:</b> Draft	<b>Version:</b> v3
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Description:	The Service Provider shall provide communications regarding upcoming Solution Changes/Releases, at least 3 months prior to the planned deployment date of the Change/Release
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##### Change Performance Metrics



<b>Requirement ID:</b> <a href="#">CLRS-REQ-57</a>		<b>Priority:</b> Must have	<b>Status:</b> Draft	<b>Version:</b> v3
Description:	<p>The Service Provider shall achieve the following annual performance metrics with respect to Changes to the Solution:</p> <ul style="list-style-type: none"> <li>• 100% on failed Changes</li> <li>• 99% on emergency Changes</li> <li>• 90% on expedited Changes</li> <li>• 95% on Changes logged</li> <li>• 90% on information quality for all Changes recorded</li> </ul>			

#### Change Rejection Metrics

<b>Requirement ID:</b> <a href="#">CLRS-REQ-56</a>		<b>Priority:</b> Must have	<b>Status:</b> Draft	<b>Version:</b> v3
Description:	<p>The Service Provider shall ensure that no more than 2 Changes for the Solution are to be rejected by the Authority</p>			

#### Rollback / Reverse Changes

<b>Requirement ID:</b> <a href="#">CLRS-REQ-59</a>		<b>Priority:</b> Must have	<b>Status:</b> Draft	<b>Version:</b> v3
Description:	<p>The Solution shall rollback / reverse any Changes made to the Solution on demand</p>			

#### Testing Environments

<b>Requirement ID:</b> <a href="#">CLRS-REQ-60</a>		<b>Priority:</b> Must have	<b>Status:</b> Draft	<b>Version:</b> v3
Description:	<p>The Service Provider shall, in addition to the live Production environment, provide TfL with access to the following environments for the Solution:</p> <ul style="list-style-type: none"> <li>• Test - for selected users to perform system tests on upcoming Changes / Releases</li> <li>• Pre-Production - for selected users to perform User Acceptance Testing (UAT) and rehearse deployments for upcoming Changes / Releases</li> </ul>			

#### Monitoring Solution Characteristics

<b>Requirement ID:</b> <a href="#">CLRS-REQ-80</a>		<b>Priority:</b> Must have	<b>Status:</b> Draft	<b>Version:</b> v4
Description:	<p>The Service Provider shall have the capability to measure and monitor the following characteristics of the Solution:</p> <ul style="list-style-type: none"> <li>• Availability</li> <li>• Performance</li> <li>• Security</li> </ul>			

#### End-to-end Monitoring: Solution Layers

<b>Requirement ID:</b> <a href="#">CLRS-REQ-81</a>		<b>Priority:</b> Must have	<b>Status:</b> Draft	<b>Version:</b> v4
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Description:	<p>The Service Provider shall have the capability for end-to-end monitoring of the Solution as minimum between 8am and 6pm (weekdays) at each of the following Solution layers:</p> <ul style="list-style-type: none"> <li>• Application</li> <li>• Application Performance Monitoring (APM)</li> <li>• Infrastructure</li> <li>• User</li> </ul>
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### Monitoring Dashboards and Reporting

<b>Requirement ID:</b> <a href="#">CLRS-REQ-84</a>	<b>Priority:</b> Must have	<b>Status:</b> Draft	<b>Version:</b> v4
Description:	Monitoring of the characteristics of the Solution (Availability, Performance, Security) and their associated alerts shall be accessible to Authorised Users through Solution reports (scheduled and ad hoc)		

### Contents of Alerts

<b>Requirement ID:</b> <a href="#">CLRS-REQ-85</a>	<b>Priority:</b> Must have	<b>Status:</b> Draft	<b>Version:</b> v4
Description:	Alerts generated by the Solution shall contain information that is an accurate reflection of the event		

### Reviewing Alerts and Events

<b>Requirement ID:</b> <a href="#">CLRS-REQ-86</a>	<b>Priority:</b> Must have	<b>Status:</b> Draft	<b>Version:</b> v3
Description:	The Service Provider shall review alerts and events for applicability, accuracy and for gap analysis according to an agreed schedule		

### Solution Automation

<b>Requirement ID:</b> <a href="#">CLRS-REQ-62</a>	<b>Priority:</b> Must have	<b>Status:</b> Draft	<b>Version:</b> v3
Description:	<p>The Solution shall automatically restart in the event of a failure of the Solution, with automatic restarts applying for the whole of the Solution as much as possible and some components requiring manual intervention</p> <p>Note. Upon restarting, the Solution shall automatically generate an alert to authorised users to indicate the failure of the Solution</p>		

### Service Reviews

<b>Requirement ID:</b> <a href="#">CLRS-REQ-65</a>	<b>Priority:</b> Must have	<b>Status:</b> Draft	<b>Version:</b> v5
Description:	The Service Provider shall attend quarterly service reviews with the Authority and Service Recipients regarding the ongoing provision of the Solution		

### Service Reports: Intervals

<b>Requirement ID:</b> <a href="#">CLRS-REQ-66</a>	<b>Priority:</b> Must have	<b>Status:</b> Draft	<b>Version:</b> v5
Description:	The Service Provider shall provide service level reports to the Authority and Service Recipients every quarter as minimum.		

#### Service Reports: Measures

<b>Requirement ID:</b> <a href="#">CLRS-REQ-67</a>	<b>Priority:</b> Must have	<b>Status:</b> Draft	<b>Version:</b> v5
Description:	<p>The Service Provider shall provide the Authority and Service Recipients with Service Reports for the Solution that measure values that include, but are not limited to:</p> <ul style="list-style-type: none"> <li>• Agreed Service Levels</li> <li>• Number of Incidents</li> <li>• Number of Problems</li> <li>• Number of Changes</li> <li>• Licensing Status if applicable</li> </ul>		

#### Service Reports: Information

<b>Requirement ID:</b> <a href="#">CLRS-REQ-68</a>	<b>Priority:</b> Must have	<b>Status:</b> Draft	<b>Version:</b> v5
Description:	<p>The Service Provider shall provide service reports to the Authority and Service Recipients which includes, but is not limited to:</p> <ul style="list-style-type: none"> <li>• Name of the report</li> <li>• The purpose of the report</li> <li>• How often the report is generated</li> <li>• Who generates the report</li> <li>• Recipients of the report</li> </ul>		

### 23.1.8 Performance

#### Performance

<b>Requirement ID:</b> <a href="#">CLRS-REQ-69</a>	<b>Priority:</b> Must have	<b>Status:</b> Draft	<b>Version:</b> v4
Description:	<p>The Solution shall allow Authorised Users to perform permitted actions on the same data record simultaneously without performance degradation. These permitted actions include, but are not limited to:</p> <ul style="list-style-type: none"> <li>• Two or more users viewing the same data record</li> <li>• One user is updating the data record while another user is viewing the same data record (does not allow for more than one user to update the record simultaneously)</li> </ul>		

### 23.1.9 Reliability

#### Infrastructure Resilience

<b>Requirement ID:</b> <a href="#">CLRS-REQ-70</a>	<b>Priority:</b> Must have	<b>Status:</b> Draft	<b>Version:</b> v3
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Description:	<p>The Solution shall, as a minimum, meet the following defined levels of infrastructure resilience:</p> <ul style="list-style-type: none"> <li>• Primary Solution instance hosted in a single data centre with high availability - see requirement <a href="#">CLRS-REQ-12</a></li> <li>• Scheduled data replication from the primary Solution instance to the back-up Solution instance</li> </ul>
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#### Single Points of Failure

<b>Requirement ID:</b> <a href="#">CLRS-REQ-79</a>		<b>Priority:</b> Must have	<b>Status:</b> Draft	<b>Version:</b> v5
Description:	The Solution shall ensure that the failure of a single component of the service must not affect the availability or performance of the service			
Rationale:	A failure in any individual component of the Solution does not result in a total loss of service			

## **SCHEDULE 6**

### **Key Performance Indicators**

#### **Part 1 Key Performance Indicator Measures**

REDACTED

**Part 2 Key Performance Indicator Scorecard**

REDACTED

**Part 3   Quarterly Service Credit Table**

REDACTED

**Part 4   Periodic Service Credit Table**

REDACED



**Part 5    Service Credit Fees**

REDACTED

## SCHEDULE 7

### Charges

#### Part 1

##### 1. Definitions

In this **Schedule 7**, the following words and expressions have the following meanings:

- "Existing Service Providers"** has the meaning given to it in clause 1 of the Framework Agreement
- "Service Provider Supply Chain Management Fee"** means the fee charged where the Service Provider is responsible for the Services detailed within Volume 2 of the Specification including management of the solution and management and monitoring of the supply chain including any identified Lead Suppliers and Secondary Suppliers
- "Service Provider Fill Fee (£/H) (SP)"** means when the Service Provider has been identified for the given Category the Service Provider will charge a pence per hour fee to the hourly charge for the Temporary Worker. The Service Provider Supply Chain Management Fee will not apply when the Service Provider fills a role directly
- "Lead Supplier Agency Fill Fee (£/H) (LS)"** means the fee which is applicable where a Lead Supplier has been identified for the given job Category and will be charged at a pence per hour fee to the hourly charge for the Temporary Worker. The Service Provider Supply Chain Management Fee is added to this to give the full cost for the worker
- "Secondary Suppliers Fill Fee (£/H) (SC)"** Where agencies identified by the Service Provider to support the delivery within the corresponding job Category, the Service Provider Supply Chain Management Fee is the pence per hour fee given to the supply chain, this fee is added to the Service Provider Supply Chain Management fee to give the full cost for the Temporary Worker
- "Talent Pool/Direct Worker/Named Worker Fee"** means the fee for all costs associated with Temporary Workers sourced through the either (i.) the Talent Pool; (ii.) direct channels and (iii.) "Named Workers" who have been identified by the Service Recipient and have provided the details of the Temporary Worker to the Service Provider. It is also the rate to be applied to every Temporary Worker after 12 months of an Assignment within a Service Recipient's organisation. This fee is inclusive of all technology costs associated with creating and maintaining the Talent Pool to the requirements specified in the Specification
- "Permanent Fee"** means the one off % introduction fee charged for the Engagement of a Permanent Worker and charged on the gross annual salary of that Permanent Worker only, excluding all benefits. The fee is chargeable upon start date of the Engagement

##### 2. THE CHARGES

- 2.1 In consideration of, and subject to the due and proper performance of the Services by the Service Provider in accordance with the terms of each Call Off Contract, the Service Provider

shall charge the relevant Service Recipient for the Services used by that Service Recipient in accordance with **the pricing sheet below in Part 2 of this Schedule 7**, and the relevant Service Recipient will pay such charges in accordance with the terms of each Call Off Contract.

- 2.2 The Apprenticeship Levy, Pension Auto Enrolment and Employers National Insurance Contributions will be made at the rates set out in **Part 3 of this Schedule 7**.
- 2.3 Subject to the remainder of this **paragraph 2.3**, the rates set out in **Part 2** and **Part 3** of this **Schedule 7** will remain fixed for the duration of the Framework Agreement unless amended in accordance with the terms of this Framework Agreement. Those costs and increases and decreases in the rates of the Apprenticeship Levy and Pensions Auto Enrolment and Employers National Insurance Contributions as set out in **Part 3** of this **Schedule 7** and the introduction or removal by HM Government and/or HMRC of any equivalent statutory employer costs for remuneration of Temporary Workers, will be borne entirely by the Service Recipient under the relevant Call Off Contract.
- 2.4 No remuneration shall be payable by the Service Recipient to the Service Provider during any period when the Temporary Worker has taken time off in lieu or is either absent, by reason of sickness, holiday or special absence or unable to perform his/her duties to the satisfaction of the Service Recipient.
- 2.5 The Service Recipient shall not be liable to pay the Service Provider any Charges in relation to overtime, unless the Service Recipient's Hiring Manager has given prior written approval for such overtime and the Service Provider has agreed the applicable rate with the Service Recipient Contract Manager.

### 3. **PAYMENT OF CHARGES - PROCESS**

- 3.1 Payment shall be made no earlier than seven days and no later than fourteen days from receipt by the Service Recipient (at its nominated address for invoices) of a valid invoice, in accordance with the provisions of this **Schedule 7**, from the Service Provider.
- 3.2 Where the Service Provider enters into a sub-contract with Lead and Secondary Suppliers for the purposes of performing its obligations, it shall ensure that a provision is included in such a sub-contract which requires payment to be made of all sums due by the Service Provider to the Lead and Secondary Supplier to be within five Business Days after the Service Provider has been paid. The Service Provider shall provide the Service Recipient with reasonable evidence that it is acting in compliance with this clause, promptly upon request by the Service Recipient.
- 3.3 No payment made by a Service Recipient (including any final payment) or act or omission or approval by a Service Recipient (whether related to payment or otherwise) shall:
  - 3.3.1 indicate or be taken to indicate the Service Recipient's acceptance or approval of the Services or any part of them or any act or omission of the Service Provider, or otherwise prejudice any rights, powers or remedies which the Service Recipient may have against the Service Provider, or absolve the Service Provider from any obligation or liability imposed on the Service Provider under or by virtue of a Call Off Contract; or
  - 3.3.2 prevent the Service Recipient from recovering any amount overpaid or wrongfully paid including payments made to the Service Provider by mistake of law or fact. Without prejudice to **clause 34**, the Service Recipient shall be entitled to withhold such amount from any sums due or which may become due to the Service Provider or the Service Recipient may recover such amount as a debt.
- 3.4 The Service Provider will maintain accounting books and records, in accordance with good accountancy practice, that set out details of all Charges payable by the Service Recipient in connection with the provision of the Services.

- 3.5 Any advertising for permanent workers must be done without directly referring to the Service Recipient unless expressly authorised in writing by the Service Recipient and all costs will be borne by the Service Provider unless agreed in writing between both parties in writing in advance.

#### 4. **PAYMENT DISPUTES**

- 4.1 If the Service Recipient, on bona fide grounds, disputes all or a part of the amount of sum (s) provided on an Invoice and Invoice Data File (a "**Disputed Sum**"), then the Service Recipient will notify the Service Provider of that Disputed Sum and give details of the amount that the Service Recipient believes should have been invoiced.

- 4.2 The Service Recipient and the Service Provider shall discuss the Disputed Sum and shall seek to agree on a revised sum and, if such revised fee is agreed, the Service Provider will apply the correction via the Solution to appear on a future Invoice and Invoice Data File which will be no later than the second weekly pay cycle following the weekly pay cycle that is in dispute. The Service Provider will ensure that such correction is an adjustment made against the correct details of the relevant worker(s), cost code and project and timesheet codes to ensure that the payment is allocated to the correct cost centre within the relevant Service Recipient.

- 4.3 In the event that:

4.3.1 the Disputed Sums fails to be agreed and credited on the Invoice and Invoice Data File issued to the Service Recipient by the second weekly pay cycle following the weekly pay cycle in which the Disputed Sum arose; and

4.3.2 the total amount of the Disputed Sum is at or exceeds at any point by way of a singular or cumulative amount, a debit amount shown in the table below for the relevant Service Recipient:

Service Recipient	Amount of the Disputed Sum

this shall constitute an "**Invoice Serious Dispute**", and the relevant Service Recipient (not withstanding **clause 34** (set off)), will be entitled to withhold payment for the disputed amount against subsequent invoices or issue an invoice for payment to the Service Provider. For the avoidance of doubt, the Service Recipient will pay that part of invoice(s) which is/are not in dispute.

- 4.4 In order to seek to resolve an Invoice Serious Dispute or a Disputed Sum below the threshold set out at **paragraph 4.3.2** which has not been resolved in accordance with **paragraph 4.2**, the Service Provider will, within 3 Business Days of being requested to do so, provide to the Service Recipient:

4.4.1 copies of the accounting books and records maintained by the Service Provider in accordance with the terms of this Framework Agreement; and

4.4.2 such other information and supporting evidence as the Service Recipient may reasonably require in order to verify the Invoice and Invoice Data File.

- 4.5 The parties will negotiate in good faith to resolve the dispute, but if a resolution cannot be reached within 10 Business Days of the provision of the documentation and information referred to at paragraph 4.4 above, **clause 44** will apply to the dispute.

- 4.6 Following resolution of the dispute the Service Recipient will, within 10 Business Days, pay to the Service Provider that part of the disputed sum (if any) as it is resolved is payable by the Service Recipient or, if an overpayment has been made by the Service Recipient, the Service Provider will apply the correction via the Solution to appear on the next Invoice and Invoice Data File following the resolution of the dispute. The Service Provider will ensure that such correction is an adjustment made against the correct details of the relevant worker(s), cost code and project and timesheet codes to ensure that the payment is allocated to the correct cost centre within the relevant Service Recipient.
- 4.7 For the avoidance of doubt, if the Service Recipient fails to notify any dispute about the amount of an invoice to the Service Provider in accordance with **paragraph 4.1**, this will not constitute a waiver of the Service Recipient's right to dispute the amount of that invoice.
- 4.8 Except in relation to a Disputed Sum, if any sum payable by a Service Recipient is not paid when properly due then the Service Provider shall be entitled to recover interest on that sum from the due date until payment is made in full, both before and after any judgment, at the Interest Rate. The Parties agree that this **paragraph 4.8** is a substantial remedy for late payment of any sum payable under the Framework Agreement in accordance with section 8(2) Late Payment of Commercial Debts (Interest) Act 1998. The Service Provider is not entitled to suspend or delay performance of the Services as a result of any sums being outstanding.
5. **TEMPORARY TO PERMANENT CHARGES**
- 5.1 In the event that a position (either a temporary or permanent position) at a Service Recipient is filled by a Temporary Worker undertaking an Assignment, the relevant Service Recipient shall not be liable to make payment of any charge to the Service Provider. However, in the event that a Temporary Worker has completed less than 26 continuous weeks on Assignment at a Service Recipient, and the Service Recipient hires the Temporary Worker on a permanent or temporary basis, the Service Recipient shall be liable to make a payment to the Service Provider calculated in accordance with the pricing detailed at Tab 5 of the Financial Submission at **Part 2 of this Schedule 7** (a "Temporary to Permanent Fee").
- 5.2 Where a temporary or non-temporary employment position with a Service Recipient is filled by a Temporary Worker on Assignment, the Service Recipient shall not be liable to pay a Permanent Fee to the Service Provider or any Lead or Secondary Supplier where they have complied with paragraph 2.8.5 of the Specification. However, where a Temporary Worker has completed less than 26 continuous weeks on Assignment and the Temporary Worker fills a temporary or non-temporary employment position, the Service Recipient shall be liable to pay Temporary to Permanent Fee to the Service Provider.
- 5.3 Where a Temporary to Permanent Fee is due as set out in **paragraph 5.1** above, the Service Recipient may elect, upon giving written notice to the Service Provider, to extend the hire period of the Temporary Worker for the remainder of the period where a Temporary to Permanent Fee is due as set out in **paragraph 5.1** during which the Service Provider shall be entitled only to the existing charge that it is charging, in accordance with this **Schedule 7**, in respect of the Temporary Worker for each hour or day that the Temporary Worker is engaged.
- 5.4 For the avoidance of doubt, no Temporary to Permanent Fee shall be due under **paragraph 5.1** outside of the "Relevant Period" as defined in the Conduct of Employment Agencies and Employment Business Regulations 2003 as the later of:
- 5.4.1 the period of 8 weeks commencing on the day after the day on which the work seeker last worked for the Service Recipient pursuant to being supplied by the Service Provider; or
  - 5.4.2 the period of 14 weeks commencing on the first day on which the work-seeker worked for the Service Recipient pursuant to the supply of that work-seeker to that Hiring Manager by the Service Provider.

- 5.5 Where the Temporary Worker has provided a Valid Opt Out, **paragraphs 5.1 to 5.4** above will still be applicable.

6. **FEE PAYMENT EXCEPTIONS**

- 6.1 In the event that the same Permanent Worker is engaged by a Service Recipient for a different role and has been introduced by another agency for a different role, no Permanent Fee (or after charge) shall be payable to the Service Provider for the placement of that Permanent Worker.
- 6.2 If a Permanent Worker introduces themselves to a Service Recipient via a direct route, no Permanent Fee (or after charge) shall be payable to the Service Provider for the placement of that Permanent Worker.
- 6.3 The Service Recipient will not pay any Permanent Fee (or any other charge) for any other Permanent Worker(s) introduced by a Permanent Worker themselves to the Service Recipient.

7. **NON-SOLICITATION**

- 7.1 The Service Provider agrees that it will not, and will procure that no Secondary Supplier will, without the prior written consent of the relevant Service Recipient, directly or indirectly, and whether alone or in conjunction with, or on behalf of, any other person during the Term solicit or entice, or endeavour to solicit or entice, away from the Service Recipient:
- 7.1.1 a successful Permanent Worker that it introduced to the Service Recipient, within six months of the commencement of such Permanent Worker's Engagement with the Service Recipient, and if the Service Provider breaches this obligation, the Service Provider shall be liable to refund the full amount of the Permanent Fee paid by the Service Recipient in respect of such Permanent Worker; and
  - 7.1.2 any person by the Service Recipient, and if the Service Provider breaches this obligation the Service Provider shall pay the Service Recipient an agreed pro-rata amount based on the fee charged at the time of commencement of the Service Recipient's employment.
- 7.2 For the purposes of **paragraph 7.1 "solicit"** or **"entice"** means the soliciting or enticing of such person with a view to engaging such person as an employee, director, sub-contractor, consultant or independent contractor or through a company owned by such person or their family, but will not apply in the case of any such person responding without enticement to a job advertisement which is capable of being responded to by members of the public (or sections thereof) generally.

8. **TRANSFER OF TEMPORARY WORKERS**

- 8.1 All Temporary Workers transferred from the Existing Service Provider to the Service Provider:
- 8.1.1 shall be charged to the Service Recipients at the Talent Pool/Direct Worker/Named Worker Fee; and
  - 8.1.2 where a Temporary Worker has been on Assignment at a Service Recipient for a period in excess of 12 weeks, shall be placed in the Talent Pool.
- 8.2 Each Service Recipient reserves the right to remove Temporary Workers from the Talent Pool at any time, acting in their sole discretion.

9. **VAT**

- 9.1 All Charges exclude any VAT which may be chargeable, which will be payable in addition to the sum in question at the rate and in the manner for the time being prescribed by law on delivery of a valid VAT invoice.

## Part 2

REDACTED



### Part 3

#### Apprenticeship Levy & Pension Auto Enrolment (specification reference 4.5.9)

Apprenticeship levy and PAE is fixed across in-scope PAYE Temporary Workers as a % of pay rate and holiday pay as follows:

Apprenticeship Levy (%)	0.5%
PAE fixed reduced rate to taken into account those who opt out	1.65%

#### Employers National Insurance Contributions (specification reference 4.5.8)

Pay Rate Range (£/p) (inc. holiday pay) state per hour	Employer's National Insurance Contributions regardless of age of worker
Min wage - £8.50	6.70%
£8.51 - £9.00	7.10%
£9.01 - £9.50	7.40%
£9.51 - £10.00	7.80%
£10.01 - £11.00	8.30%
£11.01 - £12.00	8.80%
£12.01 - £13.00	9.20%
£13.01 - £14.00	9.50%
£14.01 - £15.00	9.80%
£15.01 - £17.50	10.30%
£17.51 - £20.00	10.80%
£20.01 - £25.00	11.40%
£25.01 - £30.00	11.80%
£30.01 - £40.00	12.30%
> £40.00	12.80%



## **SCHEDULE 08**

### **Management Information**

**NOT USED.**

## SCHEDULE 9

### Employment Provisions

#### Part 1 Definitions and Transfer of Employees to Service Provider

1.

1.1 For the purposes of this Schedule, unless the context indicates otherwise, the following expressions shall have the following meanings (for the avoidance of doubt any further defined terms shall have the respective meanings given to them in **Schedule 2**):

<b>"Contract Worker"</b>	any Temporary Worker or Permanent Worker
<b>"Current Service Provider(s)"</b>	the provider or providers of services substantially similar to the Services immediately before the Service Commencement Date (including the Authority or any Service Recipient)
<b>"Employment Costs"</b>	all salaries, wages, commissions, bonuses, holiday pay (including payment for accrued but untaken holiday), sick pay, national insurance contributions, pension contributions made to or on behalf of an employee, taxation (including all income tax deductible under PAYE) and all other emoluments
<b>"Employment Liabilities"</b>	all costs (including the costs of enforcement), expenses, liabilities (including any tax liability), injuries, damages, awards, compensation, claims, demands, proceedings and legal costs (on a full indemnity basis)
<b>"Final Staff List"</b>	has the meaning set out in <b>Paragraph 2.4</b>
<b>"Further Transfer Date"</b>	the date on which the Services (or any part of them) cease to be provided by the Service Provider and start to be performed by the Authority or any Replacement Service Provider when (assuming that TUPE applies) the transfer of employment of the Re-Transferring Personnel from the Service Provider to the Authority or any Replacement Service Provider occurs
<b>"Relevant Period"</b>	<p>the period starting on the earlier of:</p> <ul style="list-style-type: none"><li>(a) the date falling 6 calendar months before the date of expiry of the Framework Agreement or any Service Recipient Specific Agreement and/or Call Off Contract; or</li><li>(b) if the Service Recipient Specific Agreement is terminated by either Party in accordance with clause 13 and/or Call Off Contract is terminated by either Party in accordance with clause 62, the date of the relevant termination notice;</li><li>(c) and ending on the Further Transfer Date</li></ul>
<b>"Replacement Service Provider"</b>	any replacement supplier or provider to the Authority or any Service Recipient of any of the Services (or

any part of the Services) and any Sub-Contractor to such replacement supplier or provider

<b>"Re-Transferring Personnel"</b>	any Service Provider's Personnel who are assigned (for the purposes of TUPE) to the relevant Services (or any part of them) immediately before the Further Transfer Date and whose employment contract will transfer to the Authority or the Replacement Service Provider pursuant to TUPE with effect from the Further Transfer Date and this shall be deemed to exclude any Contract Worker
<b>"Service Commencement Date"</b>	the date on which any Services commence under any of the Framework Agreement, Service Recipient Specific Agreement and/or Call Off Contract
<b>"Services"</b>	in this Schedule, has the meaning given to it in the remainder of this Agreement and any services provided under any Service Recipient Specific Agreement
<b>"Staff List"</b>	has the meaning set out in <b>Paragraph 2.1</b>
<b>"Staffing Information"</b>	has the meaning set out in <b>Paragraph 2.1</b>
<b>"Sub-Contractor"</b>	any subcontractor to the Current Service Provider(s), the Service Provider or the Replacement Service Provider as the context dictates which is engaged in the provision of the Services or any part of them (or services substantially similar to the Services or any part of them) and includes any tier of any sub-contractor of any such sub-contractor
<b>"Transfer of Services"</b>	the transfer of the provision of the Services from the Current Service Provider and any Sub-Contractor to the Service Provider and any Sub-Contractor
<b>"Transferring Staff"</b>	such permanent employees of the Current Service Provider(s) as are assigned (for the purposes of TUPE) to the Services as dedicated Authority or Service Recipient account management resources, the anonymised details of whom as at the date of this Contract are listed in Appendix 1 to this Schedule and shall be deemed to exclude any temporary workers or permanent workers employed, engaged or introduced or provided by the Current Service Provider(s) to the Authority or any Service Recipient
<b>"TUPE"</b>	the Transfer of Undertakings (Protection of Employment) Regulations 2006.

- 1.2 It is understood and acknowledged by the Parties that TUPE applies to the Transfer of Service and accordingly, pursuant to TUPE, the contracts of employment between the Current Service Provider and the Transferring Staff will have effect from the Commencement Date as if originally made between the Service Provider (or its Sub-Contractor(s)) and the Transferring Staff (except in relation to occupational pension scheme benefits excluded under Regulation 10 of TUPE which will be subject to the provisions of **Paragraph 1.3**). The Authority, however, offers no warranty in the event that (a) any Transferring Staff do not so transfer and/or (b) any person other than the Transferring Staff should transfer or alleges that they have or should have transferred under TUPE on or around the Services Commencement Date (or should any person make any such allegation or related claim on their behalf).

- 1.3 The Service Provider will provide the Transferring Staff with access to a pension scheme in accordance with the Pensions Act 2004 and the Transfer of Employment (Pension Protection) Regulations 2005 and TUPE with effect from the Service Commencement Date
- 1.4 The Parties agree that all Employment Costs in respect of the Transferring Staff will be allocated as follows:
- 1.4.1 the Current Service Provider(s) will be responsible for any Employment Costs relating to the period up to the Service Commencement Date, to the extent provided for by any contract between the Current Service Provider(s) and the Authority or any Service Recipient; and
  - 1.4.2 the Service Provider will be responsible for any Employment Costs relating to the period on and after the Service Commencement Date,
- and Employment Costs will if necessary be apportioned on a time basis between the Current Service Provider(s) and the Service Provider, regardless of when such sums fall to be paid except that there will be no apportionment in respect of the Transferring Staff's holiday entitlements.
- 1.5 The Authority warrants to the Service Provider that none of the Authority's or any Service Recipient's employees will transfer to the Service Provider under TUPE as a result of the Transfer of Service.
- 1.6 The Service Provider will indemnify and keep indemnified the Authority and the Current Service Provider(s) (and its Sub-Contractors) from and against all Employment Liabilities which the Authority or the Current Service Provider(s) (or its Sub-Contractors) incur or suffer arising out of or in connection with:
- 1.6.1 any act or omission by or on behalf of the Service Provider (or its Sub-Contractors) in respect of any person employed or engaged by it (or its Sub-Contractors) (including the Transferring Staff) on or after the Service Commencement Date;
  - 1.6.2 any failure by the Service Provider (or its Sub-Contractors) to comply with Regulation 13 of TUPE in relation to the Transfer of Services save to the extent such failure is caused by the acts or omissions of the Authority, a Service Recipient or the Current Service Provider (or its Sub-Contractors);
  - 1.6.3 any claim brought or other action taken by or on behalf of any of the Transferring Staff which arises from or in connection with (directly or indirectly) any act or omission or communication made to the Transferring Staff by the Service Provider (or its Sub-Contractors) before the Service Commencement Date;
  - 1.6.4 the employment or termination of employment by the Service Provider (or its Sub-Contractors) of any Transferring Staff on or after the Service Commencement Date;
  - 1.6.5 any actual or proposed changes by the Service Provider (or its Sub-Contractors) to the terms and conditions of employment or working conditions of any of the Transferring Staff which are or are alleged to be to the detriment of any of the Transferring Staff.
- 1.7 The Service Provider will provide the Current Service Provider(s) (or its Sub-Contractors), as soon as practicable, but in any event in good time before the Commencement Date with all information which the Current Service Provider (or its Sub-Contractors) may reasonably require to enable it to comply with its information and consultation obligations under TUPE and, if requested, will confirm to the Authority when it has done so and provide a copy to the Authority and/or, as directed by the Authority, any Service Recipient. The Authority will, to the extent permitted by law, use reasonable endeavours to procure that the Current Service Provider will:

- 1.7.1 provide the Service Provider with access to such employment and payroll records as the Service Provider may require to put in place the administrative arrangements for the transfer of the contracts of employment of the Transferring Staff to the Service Provider;
  - 1.7.2 Allow the Service Provider to have copies of any of those employment and payroll records;
  - 1.7.3 Provide all available reasonably necessary employment records relating to the Transferring Staff to the Service Provider; and
  - 1.7.4 Co-operate with the Service Provider in the orderly management of the transfer of employment of the Transferring Staff.
- 1.8 The Service Provider warrants and undertakes to the Authority that all information given to the Current Service Provider(s) (or its Sub-Contractors) regarding the Transferring Staff and any measures it proposes to take in relation to them is and will be full and accurate in all respects.
- 1.9 Clause 20 shall be amended/construed so that benefits conferred on the Current Service Provider or its Sub-Contractors under this **Paragraph 1** shall be enforceable by them.

**Appendix 1 to Part 1**

**List of Transferring Staff**

**REDACTED**





## **Part 2 Transfer of Employees on Expiry or Termination**

2.

2.1 The Service Provider will promptly provide (and procure that its Sub-Contractors provide) when requested by the Authority and not more than 15 Business Days after the date of any notice to terminate this Framework Agreement, any Service Recipient Specific Agreement and/or Call Off Contract given by either Party, the following information to the Authority:

2.1.1 an anonymised list of current Service Provider's Personnel and employees and workers of its Sub-Contractors engaged in the provision of the Services (each identified as such in the list) (the "**Staff List**");

2.1.2 such of the information specified in Appendix 1 to this Part 2 as is requested by the Authority in respect of each individual included on the Staff List,

such information together being the "**Staffing Information**".

2.2 The Service Provider will notify the Authority as soon as practicable and in any event within 10 Business Days of the Service Provider becoming aware of any additional or new Staffing Information and any changes to any Staffing Information already provided.

2.3 The Service Provider warrants to the Authority that any Staffing Information which it supplies (including any copies of it) is complete and accurate in all respects and will be kept complete and accurate.

2.4 Subject to **Paragraph 2.5**, the Service Provider will provide the Authority with a final Staff List (the "**Final Staff List**") and Staffing Information relating to persons on that list not less than 28 days before the Further Transfer Date.

2.5 If the Service Recipient Specific Agreement is terminated by either Party in accordance with clause 13 and/or Call Off Contract is terminated by either Party in accordance with clause 62 then the Final Staff List will be provided by the Service Provider to the Authority as soon as practicable and no later than 15 Business Days after the date of relevant termination of the Contract.

2.6 The Service Provider warrants that as at the Further Transfer Date:

2.6.1 the Final Staff List and the Staffing Information relating to persons on that list will be complete and accurate;

2.6.2 the Final Staff List will identify all actual and potential Re-Transferring Personnel; and

2.6.3 it will or will have procured that all terms and conditions of employment or engagement and other Staffing Information relating to the Re-Transferring Personnel have been disclosed to the Authority.

2.7 During the Relevant Period the Service Provider will not and will procure that its Sub-Contractors do not without the prior written consent of the Authority (such consent not to be unreasonably withheld or delayed):

2.7.1 terminate or give notice to terminate the employment or engagement or replace the persons listed on the most recent Staff List or any Re-Transferring Personnel (save for any termination for gross misconduct, provided that the Authority is informed promptly of such termination);

2.7.2 deploy or assign any other person to perform the Services who is not included on the most recent Staff List other than temporarily and in the ordinary course of business;

- 2.7.3 make, propose or permit any changes to the terms and conditions of employment or engagement of any persons listed on the most recent Staff List or any Re-Transferring Personnel;
  - 2.7.4 increase to any significant degree the proportion of working time spent on the Services by any of the Service Provider's Personnel other than temporarily and in the ordinary course of business; or
  - 2.7.5 introduce any new contractual or customary practice (including for the avoidance of doubt any payments on termination of employment) applicable to any person listed on the most recent Staff List or any Re-Transferring Personnel.
- 2.8 The Service Provider will promptly notify the Authority of any notice of resignation received from any person listed on the most recent Staff List or the Final Staff List (if any) during the Relevant Period regardless of when such notice takes effect.
- 2.9 The Service Provider agrees that the Authority will be permitted to disclose any information provided to it under this **Paragraph 2** in anonymised form to any person who has been invited to tender for the provision of the Services (or similar services) and to any third party engaged by the Authority to review the delivery of the Services and to any Replacement Service Provider.
- 2.10 If TUPE applies on the expiry or termination of the Framework Agreement Service Recipient Specific Agreement and/or Call Off Contract, on the termination or variation of any Service or any part of such a Service, or on the appointment of a Replacement Service Provider, the following will apply:
- 2.10.1 The contracts of employment of the Re-Transferring Personnel will have effect from the Further Transfer Date as if originally made between the Re-Transferring Personnel and the Authority or Replacement Service Provider (or its Sub-Contractor) (as appropriate) (except in relation to occupational pension scheme benefits excluded under Regulation 10 of TUPE which will be treated in accordance with the provisions of the Pensions Act 2004 and the Transfer of Employment (Pensions Protection) Regulations 2005).
  - 2.10.2 During the Relevant Period the Service Provider will, to the extent permitted by law, use reasonable endeavours to:
    - 2.10.2.1 provide the Authority or Replacement Service Provider (as appropriate) with access to such employment and payroll information as the Authority or Replacement Service Provider (as appropriate and to the extent available) may require to put in place the administrative arrangements for the transfer of the contracts of employment of the Re-Transferring Personnel to the Authority or Replacement Service Provider (as appropriate);
    - 2.10.2.2 allow the Authority or Replacement Service Provider (as appropriate) to have copies of any of those employment and payroll information;
    - 2.10.2.3 provide (as far as available and reasonably necessary) all original employment records relating to the Re-Transferring Personnel to the Authority or Replacement Service Provider (as appropriate); and
    - 2.10.2.4 co-operate with the Authority and any Replacement Service Provider in the orderly management of the transfer of employment of the Re-Transferring Personnel.

If the Re-Transferring Personnel are employed or engaged by Sub-Contractors, the Service Provider will procure such Sub-Contractors provide the Authority or

Replacement Service Provider (as appropriate) with the same level of access, information and cooperation.

- 2.10.3 The Service Provider warrants to each of the Authority and the Replacement Service Provider that as at the Further Transfer Date no Re-Transferring Personnel (except where the Service Provider has notified the Authority and the Replacement Service Provider (if appointed) in writing to the contrary) to the Service Provider's knowledge:
- 2.10.3.1 is under notice of termination;
  - 2.10.3.2 is on long-term sick leave;
  - 2.10.3.3 is on maternity, parental or adoption leave;
  - 2.10.3.4 has committed any serious security breach or engaged in any serious fraudulent activity or misconduct amounting to a breach of any regulations;
  - 2.10.3.5 is entitled or subject to any additional terms and conditions of employment other than those disclosed to the Authority or Replacement Service Provider (as appropriate);
  - 2.10.3.6 is or has been within the previous two years the subject of formal disciplinary proceedings;
  - 2.10.3.7 has received a written warning (other than a warning that has lapsed);
  - 2.10.3.8 has taken or been the subject of a grievance procedure within the previous two years; or
  - 2.10.3.9 has objected, or has indicated an intention to object, in accordance with TUPE to his or her employment transferring to the Authority or Replacement Service Provider (as appropriate) under TUPE.
- 2.10.4 The Service Provider undertakes to each of the Authority and any Replacement Service Provider that it will (and will procure that its Sub-Contractors will):
- 2.10.4.1 continue to perform and observe all of its obligations under or in connection with the contracts of employment of the Re-Transferring Personnel and any collective agreements relating to the Re-Transferring Personnel up to the Further Transfer Date;
  - 2.10.4.2 pay to the Re-Transferring Personnel all Employment Costs to which they are entitled from the Service Provider or any Sub-Contractor which fall due in the period up to the Further Transfer Date;
  - 2.10.4.3 to pay to the Authority or the Replacement Service Provider (as appropriate) within 15 Business Days of the Further Transfer Date any apportioned sum in respect of Employment Costs as set out in **Paragraph 2.10.5**; and
  - 2.10.4.4 to comply in all respects with its information and consultation obligations under TUPE and to provide to the Authority or Replacement Service Provider (as appropriate) such information as the Authority or Replacement Service Provider may request in order to verify such compliance.

2.10.5 The Parties agree that all Employment Costs in respect of the Re-Transferring Personnel will be allocated as follows:

2.10.5.1 the Service Provider will be responsible for any Employment Costs relating to the period up to the Further Transfer Date;

2.10.5.2 the Authority or (where appointed) any Replacement Service Provider will be responsible for the Employment Costs relating to the period on and after the Further Transfer Date,

and will if necessary be apportioned on a time basis (regardless of when such sums fall to be paid).

2.10.6 The Service Provider will indemnify and keep indemnified each of the Authority and any Replacement Service Provider from and against all Employment Liabilities which the Authority or the Replacement Service Provider incurs or suffers arising directly or indirectly out of or in connection with:

2.10.6.1 any failure by the Service Provider to comply with its obligations under this **Paragraph 2.10**;

2.10.6.2 any act or omission by or on behalf of the Service Provider (or its Sub-Contractors) in respect of the Re-Transferring Personnel whether occurring before on or after the Further Transfer Date;

2.10.6.3 any failure by the Service Provider (or its Sub-Contractors) to comply with Regulation 13 of TUPE (except to the extent that such failure arises from a failure by the Authority or the Replacement Service Provider to comply with Regulation 13 of TUPE);

2.10.6.4 any claim or demand by HMRC or any other statutory authority in respect of any financial obligation including but not limited to PAYE and national insurance contributions in relation to any Re-Transferring Personnel to the extent that such claim or demand relates to the period from the Service Commencement Date to the Further Transfer Date;

2.10.6.5 any claim or demand or other action taken against the Authority or any Replacement Service Provider by any person employed or engaged by the Service Provider (or its Sub-Contractors) (other than Re-Transferring Personnel included on the Final Staff List) or any Contract Worker who claims (whether correctly or not) that the Authority or Replacement Service Provider has inherited any liability from the Service Provider (or its Sub-Contractors) in respect of them by virtue of TUPE.

2.11 To the extent that TUPE does not apply on the expiry or termination of the Framework Agreement, the Service Recipient Specific Agreement and/or Call Off Contract, the Service Provider will remain responsible for the Service Provider Personnel and the Temporary Workers and will indemnify and keep indemnified the Authority against all Employment Liabilities which the Authority incurs or suffers arising directly or indirectly out of or in connection with the employment or termination of employment of any of the Service Provider Personnel or Temporary Workers or former Service Provider Personnel or former Temporary Workers.

2.12 The Service Provider will procure that whenever the Authority so requires on reasonable notice at any time during the continuance in force of this Framework Agreement, the Service Recipient Specific Agreement and/or Call Off Contract and for 2 years following the date of expiry or earlier termination of the Framework Agreement, the Service Recipient Specific Agreement and/or Call Off Contract the Authority will be given reasonable access to and be allowed to consult with any person, consultant or employee who, at that time:

2.12.1 is still an employee or sub-contractor of the Service Provider or any of the Service Provider's associated companies; and

2.12.2 was at any time employed or engaged by the Service Provider in order to provide the Services to the Authority under this Framework Agreement,

and such access and consultation will be provided on the first occasion free of charge and thereafter be charged at reasonable rates for the time spent by the Service Provider or its employees or Sub-Contractors on such consultation. The Service Provider will use all reasonable endeavours to procure that such persons co-operate with the Authority's requests.

2.13 Clause 20 shall be amended/construed so that benefits conferred on the Replacement Service Provider under this **Paragraph 2** shall be enforceable by them.

### **Appendix 1 to Part 2**

#### **Information to be provided in respect of those on the Staff List**

- Amount of time spent on the Services (or any part of the Services specified by the Authority)
- Date of birth
- Role Title/Designation and Role Profile
- Annual Salary £
- Bonus and Commission Amount and Frequency
- Pay Frequency and Date
- Overtime - Contractual or Non Contractual and Rates
- Contractual Working Hours
- Contract Type - Permanent/Temporary
- Geographical Area Of Work/Location
- Commencement of Employment Date
- Continuous Service Date
- Car Allowance
- Pension Contributions
  - 1) Employer
  - 2) Employee
  - Including additional information on:
    - who were originally employees of the Authority;
    - who were members of (or eligible to become members of) the TfL Pension Fund / The Local Government Pension Scheme for England and Wales/The Principal Civil Service Pension Scheme;
    - whose employment transferred from the Authority to the Service Provider under TUPE; and
    - who were entitled to broadly comparable benefits under the Current Contractor's Scheme
- Details of the relevant employee representative body or bodies and relevant collective agreements
- Date of Annual Pay Award
- Annual Leave Entitlement
- Contractual Notice Period
- Public Holiday/Concessionary Days Entitlement
- Sickness Entitlement (in 12 month rolling period)
- Salary/wage increases pending
- Eligibility for enhanced redundancy pay and any other contractual or non-contractual termination of severance arrangements (including methods of calculation)
- Details of any other benefits provided, whether contractual or non-contractual
- Copy of employment contract or applicable standard terms and employee handbook
- Any loans or educational grants
- For those employees who are foreign nationals the country of citizenship, immigrant status and all documentation required by law to demonstrate a right to work in the United Kingdom

- Information on any disciplinary or grievance procedure taken against or by an employee in the two years immediately preceding the information being provided
- Information about any tribunal claims in the immediately preceding two years or whether there are reasonable grounds to believe a claim may be brought
- Department and place on organisation chart
- Average absence due to sickness
- Training and competency records

## SCHEDULE 10

### Form of Change Request

#### PART A

Agreement Parties: *[to be inserted]*

Call-Off Contract Number: *[to be inserted]*

Variation Number: *[to be inserted]*

Authority Contact Telephone: *[to be inserted]*

Fax: *[to be inserted]*

Date: *[to be inserted]*

#### AUTHORITY FOR VARIATION TO AGREEMENT (AVC)

Pursuant to Clause 34 of this Agreement, authority is given for the variation to the Services and the Charges as detailed below. The duplicate copy of this form must be signed by or on behalf of the Service Provider and returned to the Call-Off Co-ordinator as an acceptance by the Service Provider of the variation shown below.

DETAILS OF VARIATION	AMOUNT (£)
ALLOWANCE TO THE AUTHORITY	
EXTRA COST TO THE AUTHORITY	
TOTAL	

.....  
For the Authority

ACCEPTANCE BY THE SERVICE PROVIDER	
Date	Signed



## **SCHEDULE 11**

### **Diversity, Equality and Inclusion**

1. For the purposes of this Schedule, unless the context indicates otherwise, the following expressions shall have the following meanings (for the avoidance of doubt any further defined terms shall have the respective meanings given to them in **Schedule 2**):

<b>"EDI Action Plan"</b>	means the strategic equality, diversity and inclusion action plan as negotiated and agreed by the Parties and attached to this Schedule 11 at Appendix 2; and
<b>"EDI Policy"</b>	means a written policy setting out how a Service Provider will promote equality, diversity and inclusion;
<b>"Equality Statement"</b>	means a short written statement setting out how a Service Provider will embed equality, diversity and inclusion in its performance of the Framework Agreement; and
<b>"Minimum Records"</b>	means all information relating to the Service Provider's performance of and compliance with Schedule 11 and the adoption and implementation of an EDI Action Plan, by each subcontractor and, where applicable, subject to the provisions of Paragraph 11, indirect subcontractor, of the Service Provider.

2. **EDI Policy**

From the Commencement Date, the Service Provider shall provide the Authority with a copy of its EDI Policy. The Service Provider shall keep its EDI Policy under review for the duration of the Framework Agreement and shall provide the Authority with any such revised EDI Policy once available.

3. **EDI Action Plan**

Where a Service Recipient Specific Agreement has a contract value of over £5 million and for the duration of the Service Recipient Specific Agreement, the Service Provider shall comply with the agreed EDI Action Plan and shall procure that each of its subcontractors:

- 3.1 adopts and implements; and
- 3.2 in respect of indirect subcontractors, uses reasonable endeavours to procure that those indirect subcontractors adopt and implement, a strategic equality and diversity plan in respect of their respective employees engaged in the performance of the Service Recipient Specific Agreement which is at least as extensive in scope as that agreed with the Authority and set out in the EDI Action Plan.

4. **Equality Statement**

Where a Service Recipient Specific Agreement has a total value over £1 million, the Service Provider shall submit and keep under review an Equality Statement setting out how they will embed equality, diversity and inclusion in the performance of the Service Recipient Specific Agreement.

## 5. **Monitoring and Reporting**

For the purposes of this clause, "**BAME**", "**disabled**", "**diversity**" and "**SMEs**" have the meanings set out in Appendix 1 to this Schedule 11.

5.1 Subject to Paragraph 3, the Service Provider shall use reasonable endeavours to provide the Authority on the date of this Framework Agreement and subsequently every 12 months from that date or such other frequency as the Authority may reasonably request, with the following information:

5.1.1 an annual report on performance and compliance with the equality, diversity and inclusion provisions as set out in Paragraph 3. The annual report should set out:

- (a) the performance of the Service Provider over the past 12 months in relation to the EDI Action Plan;
- (b) employee breakdown: the proportion of its employees engaged in the performance of the Framework Agreement to the extent reasonably possible, the employees of its subcontractors or indirect subcontractors engaged pursuant to the terms of the relevant subcontracts in the performance of the Framework Agreement who are:
  - of non-white British origin or who classify themselves as being non-white British;
  - female;
  - from the local community;
  - disabled;
- (c) expenditure breakdown: a statement broken down by activity and material type of how they have used and how much has been spent with:
  - Small and Medium Enterprises;
  - BAME businesses;
  - suppliers from other under-represented or protected groups;
  - suppliers demonstrating a diverse workforce composition.

5.2 Progress and approval (where due) of actions will be monitored via four weekly (or as otherwise agreed) progress meetings with the Authority. The Service Provider shall provide a written update prior to the progress meetings and should request additional meetings (if necessary) with the Authority to discuss progress or seek sign-off for completed actions.

5.3 The Service Provider shall ensure at all times that it complies with the requirements of the Data Protection Act 2018 in the collection and reporting of the information to the Authority pursuant to Paragraph 5.1.

## 6. **EDI Audit**

6.1 The Authority or its nominee may from time to time undertake any audit or check of any and all information regarding the Service Provider's compliance with this **Schedule 11**. The Authority's rights pursuant to this clause shall audit of include any and all documents and records of the Service Provider and its subcontractors and, where applicable, subject to the provisions of Paragraph 3, indirect subcontractors, and shall include the Minimum Records.

- 6.2 The Service Provider shall maintain and retain the Minimum Records for a minimum of 6 years from the termination or expiry of the Framework Agreement. The Service Provider shall procure that each of its subcontractors and, where applicable subject to the provisions of Paragraph 3, indirect subcontractors, shall maintain and retain records equivalent to the Service Provider's Minimum Records for a minimum of 6 years from the termination or expiry of the Framework Agreement. The Service Provider shall procure that each subcontract between it and its subcontractors and, where applicable, subject to the provisions of Paragraph 3, each subcontract between its subcontractors and any indirect subcontractors of the Service Provider, shall contain rights of audit in favour of and enforceable by the Authority substantially equivalent to those granted by the Service Provider pursuant to this **Schedule 11**.
- 6.3 The Authority shall use reasonable endeavours to co-ordinate its audits and to manage the number, scope, timing and method of undertaking audits so as to ensure that the Service Provider and each subcontractor is not, without due cause, disrupted or delayed in the performance of its obligations under the Framework Agreement and each relevant subcontract.
- 6.4 The Service Provider shall promptly provide, and procure that its subcontractors and, where applicable subject to the provisions of Paragraph 3, indirect subcontractors, promptly provide all reasonable co-operation in relation to any audit or check including, to the extent reasonably possible in each particular circumstance:
- 6.4.1 granting or procuring the grant of access to any premises used in the Service Provider's performance of the Framework Agreement and a Service Recipient Specific Agreement or in its relevant subcontractor or indirect subcontractor's performance of its subcontract, whether the Service Provider's own premises or otherwise;
  - 6.4.2 granting or procuring the grant of access to any equipment (including all computer hardware and software and databases) used (whether exclusively or non-exclusively) in the performance of the Service Provider's or the relevant subcontractor or indirect subcontractor's obligations specified in Paragraph 3, wherever situated and whether the Service Provider's own equipment or otherwise; and
  - 6.4.3 complying with the Authority's reasonable requests for access to senior personnel engaged in the Service Provider's performance of the Framework Agreement or a Service Recipient Specific Agreement or the relevant subcontractor or indirect subcontractor's performance of its subcontract.

## 7. **Gender Neutral Language**

For the duration of the Framework Agreement, the Service Provider shall endeavour to employ gender-neutral language in all communications relating to the Framework Agreement and each Service Recipient Specific Agreement, including but not limited to communications with job applicants, employees, apprentices, contractors, customers and members of the public. Gender-neutral language includes avoidance of male or female pronouns and male or female forms of job titles where unnecessary.

## Appendix 1 to Schedule 11 - Equality, Diversity and Inclusion Definitions

Definitions and terminology	Meaning
Accessibility	This term refers to the design of products, devices, services, or environments that is inclusive of disabled people.
Black Asian and Minority Ethnic (BAME) Groups	Ethnic groups who have a common experience of discrimination based on their skin colour or ethnic origin. Individuals may self-identify in different ways but BAME is the collective term used by TfL to describe people who may have this range of experiences.
Disability	Physical or mental impairment that has a 'substantial' and 'long-term' negative effect on a person's ability to do normal daily activities.
Diversity	Recognising, respecting and valuing a wide set of differences and understanding that an individual's opportunities are impacted by characteristics beyond those protected by legislation, e.g. class, family background, political views, union membership etc.
Equality	<p>Recognising and respecting differences, including different needs, to ensure that everyone:</p> <ul style="list-style-type: none"> <li>• can live their lives free from discrimination;</li> <li>• knows their rights will be protected; and</li> <li>• has what they need to succeed in life.</li> </ul> <p>Equality is about ensuring equality of opportunity by tackling the barriers that some groups face and making London fairer by narrowing the social and economic divides that separate people. The characteristics protected by equality legislation are age, disability, gender, gender reassignment, ethnicity, pregnancy and maternity, religion and/or belief and sexual orientation.</p>
Equality Impact Assessments (EqIA)	As a public body, TfL is bound by the Public Sector Equality Duty (PSED) under the Equality Act 2010. An EqIA is a tool used to demonstrate that TfL has met its PSED duties. Like a risk assessment process, an EqIA is a process that helps TfL to make more inclusive decisions and to make sure that TfL's programmes, policies, projects and the way TfL designs, builds and operates services works well for TfL staff and customers.
Ethnicity	An individual's identification with a group sharing any or all of the following: country of origin, cultural origins or practice, language, nationality religion, skin colour.
Gender	The social differences between women and men that have been learned are changeable over time and have wide variations both within and between cultures. The term is often used to differentiate from 'sex', a term referring to biological differences. It is important to note that some people consider themselves to be 'gender fluid' (someone whose sense of their gender may vary) or 'gender non-binary' (someone who does not wish to be defined as male or female).
Gay	Refers to a man who has a romantic and/or sexual orientation towards men. Also a generic term for lesbian and gay sexuality - some women define themselves as gay rather than lesbian.
Inclusion	Removing barriers and taking steps to create equality, harness diversity and produce safe, welcoming communities and cultures that encourage innovative and fresh ways of thinking and allow people to speak up, especially to suggest where things could be done better.
Inclusive Design	Creating environments which everyone can use to access and benefit from the full range of opportunities available, confidently, independently, with choice and dignity, which avoids separation or segregation and is made up of places and spaces that acknowledge diversity and difference, meeting the needs of everyone in society.
Lesbian	Refers to a woman who has a romantic and/or sexual orientation towards women.
Neurodiverse	A concept where neurological differences are recognised and respected in the same way as any other human difference.
Non-Binary	An umbrella term for people whose gender identity is not comfortably expressed by 'man' or 'woman'. Non-binary identities are varied and can

	include people who identify with some aspects of binary identities, while others reject them entirely.												
Pay gap	Difference between the average pay of two different groups of people, for example men and women, or groups from different ethnic backgrounds.												
Sexual Orientation	A person's emotional, physical and/or sexual attraction, and the expression of that attraction.												
Supplier Diversity	<p>Diverse suppliers are from one of the following five categories:</p> <p>1. Small and Medium Enterprises (SMEs).</p> <p>A small enterprise is a business which has both 0-49 full-time equivalent employees and either:</p> <ul style="list-style-type: none"> <li>turnover per annum of no more than £5.6 million net (or £6.72 million gross) in the last financial year; or</li> <li>balance sheet total of no more than £2.8 million net (£3.36 million gross).</li> </ul> <p>A medium enterprise is a business which has both 50-249 full-time equivalent employees and either;</p> <ul style="list-style-type: none"> <li>turnover per annum of no more than £22.8 million net (or £27.36 million gross) in the last financial year; or</li> <li>balance sheet total of no more than £11.4 million net (or £13.68 million gross).</li> </ul> <p>2. A minority-led business is a business which is 51% or more owned by members of one or more BAME groups. Minority ethnic groups are all people including those who have classified themselves as members of ethnic groups other than 'white British'. The minority ethnic classification groups used by TfL for monitoring purposes are those taken from the census:</p> <table border="1"> <thead> <tr> <th>Ethnic group</th><th>Racial Origin</th></tr> </thead> <tbody> <tr> <td>White British</td><td>Irish Any other White background</td></tr> <tr> <td>Mixed</td><td>White &amp; Black Caribbean White &amp; Black African White &amp; Asian Any other Mixed background</td></tr> <tr> <td>Asian or Asian British</td><td>Indian Pakistani Bangladeshi Any other Asian background</td></tr> <tr> <td>Black or Black British</td><td>Caribbean African Any other Black background</td></tr> <tr> <td>Chinese or other Ethnic Group</td><td>Chinese Any other ethnic group</td></tr> </tbody> </table> <p>3. A supplier from an under-represented group which is 51% or more owned by members of one or more of the following groups (where not covered by previous definitions):</p> <ul style="list-style-type: none"> <li>women;</li> <li>disabled people;</li> <li>lesbians, gay men, bisexual people;</li> <li>trans people;</li> <li>older people (aged 60 or over); and</li> <li>younger people (aged 24 or under).</li> </ul> <p>4. A supplier from a protected group is one which is 51% or more owned by members of a group for which protection is provided by</p>	Ethnic group	Racial Origin	White British	Irish Any other White background	Mixed	White & Black Caribbean White & Black African White & Asian Any other Mixed background	Asian or Asian British	Indian Pakistani Bangladeshi Any other Asian background	Black or Black British	Caribbean African Any other Black background	Chinese or other Ethnic Group	Chinese Any other ethnic group
Ethnic group	Racial Origin												
White British	Irish Any other White background												
Mixed	White & Black Caribbean White & Black African White & Asian Any other Mixed background												
Asian or Asian British	Indian Pakistani Bangladeshi Any other Asian background												
Black or Black British	Caribbean African Any other Black background												
Chinese or other Ethnic Group	Chinese Any other ethnic group												

	<p>anti-discriminatory legislation and which is not already covered by the above (such as religious, faith or belief groups or alternatively, ownership by a social enterprise or a voluntary/community organisation).</p> <p>5. Suppliers demonstrating a diverse workforce composition are those with full time equivalent employees in the supplier's workforce who may be from one or more minority ethnic groups, and/or under-represented groups and/or protected groups as listed above.</p>
Trans or transgender	Current terminology for people who do not want to live as the sex they were assigned at birth.
Young adults, children and young people	<p>Young adults are people aged 16 to 24, whether in education or employment.</p> <p>Children and young people can be further subdivided into:</p> <p>i) Young children – those that use the transport network escorted by parents or carers.</p> <p>ii) School children – those, usually aged between 11-16 at secondary school, that use the transport network independently or with members of their peer group.</p>

## Appendix 2 to Schedule 11 – EDI Action Plan

### [Insert agreed EDI Action Plan]

The specific example below is purely for illustrative purposes.

EDI Objective	Current position/ baseline	Action	Timing	Person responsible	Resources	KPIs
Recruit and retain a workforce reflective of the local area	From workforce diversity statistics					
Move all staff onto London Living Wage						
Collect and analyses diversity data						
Reduce gender pay gap						
Inclusive recruitment training for hiring managers						
Managing diversity for all line managers/supervisors						
Inclusive customer service for all public facing staff						

## SCHEDULE 12

### Strategic Labour Needs and Training Requirements

1. Without prejudice to the other provisions in this Framework Agreement and each Service Recipient Specific Agreement relating to the Service Provider Personnel, this **Schedule 12** sets out the Service Provider's obligations in respect of:
  - 1.1 supporting the TfL Group (and third parties nominated by the TfL Group) in the implementation of the Skills and Employment Strategy; and
  - 1.2 ensuring that the Service Provider attracts, develops and retains the Service Provider Personnel with the skills necessary to deliver the Services throughout the Term.
2. In this **Schedule 12**, the following terms shall have the corresponding meanings:

<b>"Agreed SLNT Plan"</b>	means the Service Provider's strategic labour needs and training plan set out at Appendix 3 ( <i>Initial/Agreed SLNT Plan</i> ) to this <b>Schedule 12</b> , to be prepared in accordance with the SLNT Plan Template and approved by the Authority;
<b>"Apprentice"</b>	means a member of the Service Provider Personnel who is registered as an apprentice or technician with an industry recognised body;
<b>"Good Industry Practice"</b>	means, in relation to any undertaking and any circumstances, the exercise of skill, diligence, prudence, foresight and judgement and the making of any expenditure that would reasonably be expected from a skilled person engaged in the same type of undertaking under the same or similar circumstances;
<b>"Implementation Plan"</b>	means the plan set out at Appendix 4 ( <i>Implementation Plan</i> ), submitted by the Service Provider in accordance with Paragraph 3.1.3;
<b>"Initial SLNT Plan"</b>	means the initial strategic labour needs and training plan set out at Appendix 3 ( <i>Initial/Agreed SLNT Plan</i> ), submitted by the Service Provider prior to the Commencement Date and to be agreed between the Parties in accordance with Paragraphs 3.1 to 3.5;
<b>"Quarterly SLNT Monitoring Report"</b>	means the report to be prepared by the Service Provider in the form set out at Appendix 5 ( <i>Quarterly SLNT Monitoring Report Template</i> ) to this Schedule 12 and submitted to the Authority in accordance with Paragraph 5.1;
<b>"Skills and Employment Strategy"</b>	means the TfL Group's ten (10) year skills and employment strategy, as amended from time to time. A copy of the current Skills and Employment Strategy is provided at Appendix 1 ( <i>Skills and Employment Strategy</i> ) to this Schedule 12;
<b>"SLNT Co-ordinator"</b>	has the meaning set out in Paragraph 4.1;
<b>"SLNT Infraction"</b>	means any breach by the Service Provider of any of its obligations under this <b>Schedule 12</b> ;
<b>"SLNT Output"</b>	means the minimum number of Apprentice positions or equivalent to be delivered by the Service Provider (either directly through its own personnel and the personnel of its subcontractors) under this Framework Agreement, as identified and agreed in the Agreed SLNT Plan; and

**"SLNT Plan Template"**

means the template for the SLNT Plan set out at Appendix 2 (*SLNT Plan Template*) to this **Schedule 12**, to be completed by the Service Provider.

**3. Agreed SLNT Plan**

3.1 Based on the Initial SLNT Plan, the Service Provider shall:

- 3.1.1 further develop the Initial SLNT Plan to reflect the comments and requirements of the Authority;
- 3.1.2 submit a revised copy of the Initial SLNT Plan to the Authority for approval within twenty (20) Business Days of the Commencement Date; and
- 3.1.3 provide an Implementation Plan as contained in Appendix 4 to this **Schedule 12** based on the revised copy of the Initial SLNT Plan within forty (40) Business Days of the Commencement Date.

3.2 If the Initial SLNT Plan is:

- 3.2.1 approved, it shall be adopted immediately and become the Agreed SLNT Plan; or
- 3.2.2 not approved, the Service Provider shall amend the Initial SLNT Plan and re-submit it to the Authority for approval within the time period agreed in writing between the Parties. If the Authority does not approve the Initial SLNT Plan following its resubmission, the matters preventing such approval shall be resolved in accordance with the dispute resolution procedure.

3.3 Without limiting any other provision of this Framework Agreement or a Service Recipient Specific Agreement, the Service Provider shall:

- 3.3.1 comply with provisions of the Agreed SLNT Plan; and
- 3.3.2 at no additional cost to the Service Recipients and subject to the provisions of Paragraph 3.4 below, review and amend the Agreed SLNT Plan and Implementation Plan:
  - 3.3.2.1 three (3) months prior to the Service Commencement Date; and
  - 3.3.2.2 every twelve (12) months following the Service Commencement Date or at other times requested by the Authority, to reflect:
    - (a) Good Industry Practice;
    - (b) any changes to the nature of the Services or Authority Assets; and
    - (c) any amendments proposed by the Authority.

3.4 Any changes or amendments to the Agreed SLNT Plan shall be subject to the contract variation procedure and shall not be implemented until approved in writing by the Authority.

3.5 In order to facilitate the efficient implementation of the Service Provider's SLNT requirements as contained in the Agreed SLNT Plan, the Authority will also require the Service Provider to prepare an Implementation Plan as contained in Appendix 4 to this Schedule 12. The Service Provider shall complete the Implementation Plan prior to the Commencement Date.

**4. SLNT Co-ordinator**

4.1 Within twenty (20) Business Days of the Commencement Date, the Service Provider shall nominate a member of the Service Provider's Personnel with the necessary skills and authority to:



- 4.1.1 be responsible for the implementation and on-going development and maintenance of the Agreed SLNT Plan; and
- 4.1.2 act as the single point of contact for personnel of the Authority and other Service Recipients on all matters concerning the Agreed SLNT Plan,

(the “**SLNT Co-ordinator**”).

4.2 The Parties shall add the SLNT Co-ordinator to the list of Key Resource.

## 5. **Monitoring and Reporting**

- 5.1 Subject to Paragraph 6.1 below, the Service Provider shall provide the Authority with a Quarterly SLNT Monitoring Report within ten (10) Business Days of the quarter end date. This will detail the Service Provider’s performance against the Agreed SLNT Plan.
- 5.2 Failure to provide the Authority with a copy of the Quarterly SLNT Monitoring Report within the timescales set out in Paragraph 5.1 above shall constitute a material breach of this Framework Agreement.
- 5.3 The Service Provider shall ensure at all times that it complies with the requirements of the Data Protection Act 2018 (as may be amended) in the:
  - 5.3.1 development and maintenance of training plans; and
  - 5.3.2 collection and reporting of the information to the Authority pursuant to Paragraph 5.1 above.

## 6. **SLNT Infractions**

- 6.1 Failure to:
  - 6.1.1 ensure that each SLNT Output for the monitoring period is delivered in accordance with Agreed SLNT Plan; and/or
  - 6.1.2 review the Agreed SLNT Plan in accordance with Paragraph 3.3,

shall constitute a material breach of this Framework Agreement and the Service Recipient Specific Agreement.

## 7. **SLNT Audit**

- 7.1 The Authority may from time to time undertake any audit or check of any and all information regarding the Service Provider’s compliance with the provisions of this **Schedule 12**.
- 7.2 The Service Provider shall maintain and retain records relating to the Agreed SLNT Plan and its compliance with the provisions of this **Schedule 12** for a minimum of seven (7) years.
- 7.3 The Authority shall use reasonable endeavours to co-ordinate such audits and to manage the number, scope, timing and method of undertaking audits so as to ensure that the Service Provider is not, without due cause, disrupted or delayed in the performance of the Service Provider’s obligations under this Framework Agreement or a Service Recipient Specific Agreement.
- 7.4 The Service Provider shall promptly provide all reasonable co-operation in relation to any audit or check including, to the extent reasonably possible in each particular circumstance:
  - 7.4.1 granting or procuring the grant of access to any:
    - 7.4.1.1 premises used in the Service Provider’s performance of this Framework Agreement or a Service Recipient Specific Agreement, whether the Service Provider’s own premises or otherwise;

- 7.4.1.2 equipment (including all computer hardware and software and databases) used (whether exclusively or non-exclusively) in the performance of the Service Provider's obligations, wherever situated and whether the Service Provider's own equipment or otherwise; and
- 7.4.2 complying with the Authority or a Service Recipient's reasonable requests for access to senior personnel engaged in the Service Provider's performance of this Framework Agreement or a Service Recipient Specific Agreement.

## **APPENDIX 1 TO SCHEDULE 12**

### **Skills and Employment Strategy**

A copy of the TfL Skills and Employment Strategy can be obtained from:

<https://www.tfl.gov.uk/cdn/static/cms/documents/skills-and-employment-strategy.pdf>

A copy of the Transport Infrastructure Skills Strategy can be obtained from:

[https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment\\_data/file/495900/transport-infrastructure-strategy-building-sustainable-skills.pdf](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/495900/transport-infrastructure-strategy-building-sustainable-skills.pdf)

A copy of the Transport Infrastructure Skills Strategy (TISS) – Three Years On - can be obtained from:

[https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment\\_data/file/815382/stat-three-years-of-progress.pdf](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/815382/stat-three-years-of-progress.pdf)

## APPENDIX 2 TO SCHEDULE 12

### SLNT Plan Template

#### Title – SLNT Activity Breakdown

Please complete the following table outlining how you intend to meet your SLNT commitments.

**Table 1:**

SLNT Activity Area	Priority Output	Year 1	Year 2	Year 3	Year 4	Year 5	Total	Cross Check	
								SLNT Value	SLNT Totals
Apprenticeship Job Starts									
New Entrant - Level 2-3 (FTE)	Y						0	1	0
New Entrant - Level 4+ (FTE)	Y						0	1.5	0
Social Mobility Level 2-3 (FTE)	Y						0	1	0
Social Mobility Level 4+ (FTE)	Y						0	1.5	0
Existing Employee Level 2-3 (FTE)	Y						0	1	0
Existing Employee Level 4+ (FTE)	Y						0	1.5	0
Apprenticeship Success									
Completion (FTE)							0	1	0
Job Creation									
Social Mobility (FTE)							0	1	0
Educational/Career Support									
Targeted Placement Positions (Days)							0	10	0
Placement Positions (Days)							0	20	0
Educational Engagement (Days)							0	20	0
Equivalent Contract Value							Total SLNT Activity		0
Services	£0						Priority Activities		0
Construction / Manufacturing	£0								

## Strategic Labour Needs and Training Method Statement

### **A) Delivery of SLNT Activity Breakdown**

Referring to the SLNT Activity Breakdown outlined in Table 1, provide a method statement of how you will undertake activities in each of the SLNT areas.  
Any areas where you are not proposing to undertake activity should be left blank.  
You may use up to [250] words in each of the following boxes.

#### **Apprentice Job Start – New Entrant**

*Method statement shall include:*

- *Attraction and Recruitment*
- *Apprenticeship Frameworks & Standards*
- *Training Provider*
- *Funding*
- *Apprentice welfare – Terms, Conditions and Benefits*

**Content:**

#### **Apprentice Job Start – Social Mobility**

*Method statement shall include:*

- *Attraction and Recruitment*
- *Apprenticeship Frameworks & Standards*
- *Training Provider*
- *Funding*
- *Apprentice welfare – Terms, Conditions and Benefits*
- *Engagement with charities and referral partners*

**Content:**

#### **Apprentice Start – Existing Staff**

*Method statement shall include:*

- *Generating interest in the existing workforce*
- *Apprenticeship Frameworks & Standards*
- *Training Provider*
- *Funding*

**Content:**

#### **Apprentice Success – Completion**

*Method statement shall include:*

- *Support provided to ensure timely completion of the Apprenticeship*
- *Career pathways and opportunities available for successful Apprentices*
- *How Apprentices that are not retained are supported into work upon completion of the Apprenticeship*

**Content:**

#### **Job Start - Social Mobility**

*Method statement shall include:*

- *Target groups or priorities*

- Possible job roles available
- Training and support to retain the job start
- Charities and partner engagement to find suitable candidates

**Content:**

### **Targeted Placement Positions**

Method statement shall include:

- The target group(s) and the method of finding the candidates
- Placement objectives
- Typical length and type of placement

**Content:**

### **Placement Positions**

Method statement shall include:

- The target group(s) and the method of finding the candidates
- Placement objectives
- Typical length and type of placement

**Content:**

### **Educational Engagement**

Method statement shall include:

- The target educational establishments
- Objectives of engagement
- Engagement activities

**Content:**

## **APPENDIX 3 TO SCHEDULE 12**

Initial/Agreed SLNT Plan

## APPENDIX 4 TO SCHEDULE 12

### Implementation Plan

**[NOTE TO BIDDERS: The Implementation Plan is required to be undertaken post contract award within the 3 month period specified in Paragraph 3.3. The Implementation Plan is designed to provide additional information to TfL that allows the practical implementation of the bidders SLNT requirements, to be undertaken. The format of the implementation is appended below:]**

1 Contact Information															
TfL Contract						SLNT Coordinator									
Supplier Name						Current Phone Number									
Contract Manager						Contact Email									
TfL Stakeholder/SRM						Plan Period									
Reporting Requirements															
Supplier Skills Manager						Plan Review Date									
2 Overview and Background															
2.1 Overview: Please provide an overview of the contract/ project to which the SLNT requirements have been applied															
2.2 Method: Please outline how you will deliver your SLNT requirements with particular focus on TfL priority outputs															



2.3 - Forecast Outputs: Please indicate in the table below forecasted SLNT outputs											
	Apprentices						Job Creation	Educational / Career Support			
	Job Start (FTE)		Workless (FTE)		Existing Staff (FTE)			Completion	Social Mobility (FTE)	Targeted Placement (Days)	Placement (Days)
	Level 2 - 3	Level 4+	Level 2 - 3	Level 4+	Level 2 - 3	Level 4+					
Previous Year											
June											
July											
August											
September											
October											
November											
December											
January											
February											
March											
April											
May											
June											
Annual Total	0	0	0	0	0	0	0	0	0	0	0
Future Years											
<b>TOTAL</b>											

2.4 - Milestones: Please detail key milestones related to the delivery of your SLNT outputs	
Milestone 1	Milestone 6
Milestone 2	Milestone 7
Milestone 3	Milestone 8
Milestone 4	Milestone 9
Milestone 5	Milestone 10

2.5 - Partners: Please detail any partner organisations that will assist you in your SLNT delivery (Organisation and Key Contact)	
Partner 1	Partner 6
Partner 2	Partner 7
Partner 3	Partner 8
Partner 4	Partner 9
Partner 5	Partner 10

3. Risks: Please detail any risks and associated mitigation measures for the delivery of your SLNT requirements		
	Risk	Likelihood
1		
2		
3		
4		
5		

4. Communications: Please outline any planned SLNT communication, events or publications (internal and external) and how TFL will be notified

5. Monitoring: You are required to complete the three monitoring templates attached to this document (Sheet 1,2 & 3 of this document)

1. SLNT Monitoring Form - Outlines SLNT Outputs for each reporting period

2. Job Start/Engagement Monitoring Form

3. Apprentice Monitoring Form

6. Sign Off:

Suppliers SLNT Co-ordinator (Name)		Date	
TfL Supplier Skills Manager (Name)		Date	
Implementation Plan Review Date			

## APPENDIX 5 TO SCHEDULE 12

### Quarterly SLNT Monitoring Report Template

#### Sheet 1

SLNT Reporting Table									
Organisation									
TfL Contract / Project									
Date									
SLNT Reporting Period (Quarter)									
SLNT Activity Area	Priority Output	Annual Target	Annual Forecast	Outputs this Period	Total Outputs to date	Cross Check		Additional Detail / Information	
						SLNT Value	SLNT		
<b>Apprentices (monitoring data to be provided on Sheet 3)</b>									
New Entrant - Level 2-3 (FTE)	Y					1	0		
New Entrant - Level 4+ (FTE)	Y					1.5	0		
Social Mobility - Level 2-3 (FTE)	Y					1	0		
Social Mobility - Level 4+ (FTE)	Y					1.5	0		
Existing Employee - Level 2-3 (FTE)	Y					1	0		
Existing Employee - Level 4+ (FTE)	Y					1.5	0		
<b>Apprenticeship Success (monitoring data to be provided on Sheet 2)</b>									
Completion (FTE)						1	0		
<b>Job Creation (monitoring data for placements to be provided on Sheet 2)</b>									
Social Mobility (FTE)						1	0		
<b>Job Creation (monitoring data to be provided on Sheet 2)</b>									
Targeted Placement Position (Days)						10	0		
Placement Positions (Days)						20	0		
Educational Engagement (Days)						20	0		
						<b>Total SLNT Activity</b>	<b>0</b>		
						<b>Priority Activities</b>	<b>0</b>		
<b>Highlights:</b> Please provide further information on the activities undertaken in this reporting period. This could include a summary of the apprenticeships/job starts delivered, key partners/organisations that you have engaged with, schools/career fairs attended and placements offered.									
<b>Issues / Concerns / Risks:</b> Please highlight any issues that have impacted your SLNT delivery.									

## Monitoring Forms

(To be Completed and Submitted with the Quarterly SLNT Monitoring Report)

### Sheet 2 - SLNT Outputs (Excluding Apprentices)

[illegible]

### Sheet 3 - SLNT Outputs (Apprentices)

[illegible]

## **Sheet 4 – Help & Guidance**

### **What is meant by an apprenticeship?**

An apprenticeship combines practical experience in a job with study. Apprentices will work alongside experienced staff and gain job-specific skills. They earn a wage, get holiday pay and in some cases study towards a related qualification. Most apprenticeships take between 1 and 3 years to complete, depending on their level. Some can take longer. Apprentices must be enrolled on and working towards an approved Apprenticeship Standard or Framework. For frameworks, an apprentice will be working towards the selected knowledge and competence qualification/s listed on the framework, and complete their apprenticeship when they have completed the qualifications. For standards, an apprentice will be working towards the competencies set out in the end point assessment, and will complete when they have passed this assessment. It is important to remember that apprenticeships can cover a number of levels, ages and experience – it is not simply about school leavers. Up-skilling existing staff is also important, provided this is carried out using an approved Apprenticeship Standard or Framework.

### **What is meant by workless?**

An individual who is economically inactive is classified as 'workless'. They could be in receipt of benefits but this is not essential. Someone who is in full or part time work or education, or who is moving from education into employment after the summer holidays, would not be classified as workless. As a guide, we would expect an individual to be workless for a minimum of 30 days prior to starting work to be reported as 'workless'.

### **How will this data be used?**

The apprenticeship data on this template will be shared with DfT (Department for Transport). The Unique Identifier code (D.O.B and post code region) is only used to enable DfT to distinguish between unique individuals so that (i) DfT does not duplicate reports from the same source; and (ii) DfT can determine the number of unique individuals. If this ID code is collected together with other information which could identify an individual when combined, DfT remove the UI code to prevent this from occurring. The data contained within this template is used to provide high level statistical analysis and the data is anonymised. DfT will not disclose any information that would allow the individual to be identified.

## SHEET 2: SLNT MONITORING FORM - Guidance on what is required for each field

<b>Employer Name</b>
Enter the name of the company the apprentice is employed with.
<a href="#">Supplier Tier in Supply Chain. Select from list</a>
Confirm if the employer is a Tier 1 supplier. If not, select 'other supplier'
<b>SLNT Output Type</b>
Please select from the drop down list the SLNT output type that the individual is being reported as.
<b>Start Date</b>
Please state the start date of the individual.
<b>Job Title</b>
Please state the job title of the individual. If they are completing a placement, please state what role they are shadowing/interested in, or what department they are working in e.g Civil Engineering Placement. For graduates, please state what graduate scheme they are on e.g. Planning Graduate.
<b>Duration</b>
This field only needs to be completed for placement outputs. Please state the duration of the placement e.g. 2 weeks, or 1 day per week for 3 months.
<b>Workless</b>
Confirm if the individual was unemployed prior to starting work. See definition above.
<b>Ethnicity</b>
Select from the drop down list
<b>Gender</b>
Select from the drop down list
<b>Disability</b>
Select from the drop down list
<b>Criminal Conviction</b>
Select from the drop down list
<b>Date of Birth</b>

Input the individual's full date of birth
Home post code (first section only e.g. CB12)
Input the first half of the individual's home post code
Unique identifier (self calculating field) NOTE: Highlighted pink indicates apprentice is duplicated
Nothing needed in this field - populates automatically

### **SHEET 3: APPRENTICE MONITORING FORM - Guidance on what is required for each field**

<b>Employer Name</b>
Enter the name of the company the apprentice is employed with.
<a href="#">Supplier Tier in Supply Chain. Select from list</a>
Confirm if the employer is a Tier 1 supplier. If not, select 'other supplier'
<b>Proposed start date of each apprenticeship</b>
Enter the apprentice enrollment date.
<b>Proposed end date of each apprenticeship</b>
Enter the expected apprenticeship completion date.
<b>Apprenticeship Standard - select from following link</b> <a href="https://www.gov.uk/government/collections/apprenticeship-standards">https://www.gov.uk/government/collections/apprenticeship-standards</a>
If the apprentice is enrolled on an apprenticeship standard, use the link <a href="https://www.gov.uk/government/collections/apprenticeship-standards">https://www.gov.uk/government/collections/apprenticeship-standards</a> to select the relevant approved standard that the apprentice is working towards and include the full apprenticeship title.
<b>Apprenticeship Framework - select from following link</b> <a href="http://www.afo.sscalliance.org/frameworks-library/">http://www.afo.sscalliance.org/frameworks-library/</a>
If the apprentice is enrolled on an apprenticeship framework, use the link <a href="http://www.afo.sscalliance.org/frameworks-library/">http://www.afo.sscalliance.org/frameworks-library/</a> to select the relevant approved framework that the apprentice is working towards and include the full apprenticeship title including the pathway title.
<b>Level of apprenticeship. Select from list</b>
Select the level of the apprenticeship from the drop down list. Equivalence qualifications have been listed as examples.
Level 2 - (equivalent to GCSE [A* to C], NVQ level 2)

Level 3 - (equivalent to AS and A level NVQ level 3)
Level 4 - (equivalent to Certificate of Higher Education, NVQ level 4)
Level 5 - (equivalent to Higher National Diploma, NVQ level 4)
Level 6 - (equivalent to Bachelors Degree)
Level 7 - (equivalent to Postgraduate Diploma, Master's Degree)
Level 8 - (equivalent to PhD)
Occupation of apprenticeship (SOC code). Select from list
Select the most relevant job title/role from the drop down list. If your apprentice occupation is a back office support function or not listed then select none of the above.
Workless
Confirm if the apprentice was unemployed prior to starting their apprenticeship. See definition above.
Ethnicity
Select the apprentice's ethnicity from the list, or select 'prefer not to say'.
Gender
Select from the drop down list
Disability
Select from the drop down list
Criminal Conviction
Select from the drop down list
Date of Birth of apprentice
Input the apprentice's full date of birth
Home post code of apprentice (first section only e.g. CB12)
Input the first half of the apprentice's home post code
Completed? Select from list
This selection is to measure the number of completed apprenticeships and is used for supplier monitoring and reporting
Unique identifier (self-calculating field) NOTE: Highlighted pink indicates apprentice is duplicated
This field identifies if there are any duplicate entries when information is collated by TfL and the DfT.



## **SCHEDULE 13**

### **Disaster Recovery**

**REDACTED**

## **SCHEDULE 14**

### **Dispute Resolution**

TfL to confirm if content with this process of dispute resolution or TfL to provide comments

1. The Service Recipient and the Service Provider (the purpose of this **Schedule 14**, the "**Parties**") shall use all reasonable endeavours to negotiate in good faith and settle any dispute or difference that may arise out of or relate to this Framework Agreement ("**Dispute**") before resorting to litigation.
2. If the Dispute is not settled through discussion between the Agreement Managers and a representative of the Service Provider within a period of seven Business Days of the date on which the Dispute arose, the Parties may refer the Dispute in writing to a director or chief executive (or equivalent) ("**Senior Personnel**") of each of the Parties for resolution.
3. If the Dispute is not resolved within 14 Business Days of referral to the Senior Personnel, either Party may propose by Notice to the other Party that a structured mediation or negotiation be entered into with the assistance of a mediator.
4. If the Parties are unable to agree on a mediator, or if the agreed mediator is unable or unwilling to act within 28 Business Days of the service of the Notice, either Party may apply to the Centre for Effective Dispute Resolution ("**CEDR**") in London to appoint a mediator. The costs of that mediator shall be divided equally between the Parties or as the Parties may otherwise agree in writing.
5. Where a dispute is referred to mediation under **paragraph 3** above, the Parties will attempt to settle such Dispute by mediation in accordance with the model mediation procedures published by CEDR or such other procedures as the mediator may recommend.
6. If the Parties reach agreement on the resolution of the Dispute, such agreement shall be recorded in writing and once signed by the Parties' authorised representatives, shall be final and binding on the Parties.
7. If either Party refuses at any time to participate in the mediation procedure and in any event if the Parties fail to reach agreement on the Dispute within 40 Business Days of the service of the Notice either Party may commence proceedings in accordance with **clause 16** or **53** (as relevant).
8. For the avoidance of doubt, the Service Provider shall continue to provide the Services in accordance with this Framework Agreement and without delay or disruption while the Dispute is being resolved pursuant to this **Schedule 14**.
9. Neither Party shall be prevented from, or delayed in, seeking any order for specific performance or for interim or final injunctive relief as a result of the provisions of this Schedule and this Schedule shall not apply in respect of any circumstances where such remedies are sought.

## **SCHEDULE 15**

### **Exit Strategy**

To be provided by the Service Provider at the request of the Authority.

## SCHEDULE 16

### Driving Provisions

1. In this Schedule unless the context indicates otherwise the following expressions shall have the following meanings:

<b>"Approved Driver Training"</b>	the Safe Urban Driving course as accredited by the Joint Approvals Unit for Periodic Training the details of which can be found at: <a href="http://www.fors-online.org.uk">www.fors-online.org.uk</a>
<b>"Bronze Membership"</b>	the minimum level of FORS membership, the requirements of which are more particularly described at: <a href="http://www.fors-online.org.uk">www.fors-online.org.uk</a>
<b>"Car-derived Vans"</b>	a vehicle based on a car, but with an interior that has been altered for the purpose of carrying larger amounts of goods and/or equipment
<b>"Class VI Mirror"</b>	a mirror fitted to a Freight Vehicle that allows the driver to see what is immediately in front of the vehicle and that complies with Directive 2003/97/EC
<b>"Class VI Mirror"</b>	a mirror fitted to a Freight Vehicle that allows the driver to see what is immediately in front of the vehicle and that complies with Directive 2003/97/EC
<b>"Close Proximity Sensor"</b>	a device consisting of either a camera and/or a sensor system that detects objects in a vehicle's blind spot and alerts the driver via in-cab visual and/or audio stimuli and which alerts other road users to the planned movement of the vehicle when the vehicle's indicators are engaged
<b>"Driver"</b>	any employee of the Supplier (including an agency driver), who operates Freight Vehicles on behalf of the Supplier while delivering the Services
<b>"DVLA"</b>	Driver and Vehicle Licensing Agency
<b>"FORS"</b>	the Fleet Operator Recognition Scheme, which is an accredited membership scheme for businesses operating van and lorry fleets. It is free to join and offers impartial, independent advice and guidance to motivate members to improve their compliance with relevant laws and their environmental, social and economic performance
<b>"FORS Membership Terms"</b>	the terms of the membership agreement of the Fleet Operator Recognition Scheme, a copy of which can be found at: <a href="http://www.fors-online.org.uk">www.fors-online.org.uk</a>
<b>"Freight Vehicle"</b>	a Lorry, a Van or a Car-derived Van
<b>"Lorry"</b>	a vehicle with an MAM exceeding 3,500 kilograms
<b>"MAM"</b>	the maximum authorised mass of a vehicle or trailer including the maximum load that can be carried safely while used on the road

**"Side Guards"**

guards that are fitted between the front and rear axles of a Lorry and that comply with EC Directive 89/297/EEC and the Road Vehicles (Construction and Use) Regulations 1986

**"Van"**

a vehicle with a MAM not exceeding 3,500 kilograms.

**2. Fleet Operator Recognition Scheme Membership**

2.1 Where the Supplier operates Freight Vehicles, it shall within 90 days of executing the Contract:

- 2.1.1 (unless already registered) register for membership of FORS or a scheme, which in the reasonable opinion of the Customer, is an acceptable substitute to membership of FORS (the **"Alternative Scheme"**); and
- 2.1.2 have attained the standard of Bronze Membership of FORS (or higher) or the equivalent within the Alternative Scheme.

2.2 The Supplier shall maintain the standard of Bronze Membership (or equivalent standard within the Alternative Scheme) by way of an annual independent assessment in accordance with the FORS Membership Terms or take such steps as may be required to maintain the equivalent standard within the Alternative Scheme. Alternatively, where the Supplier has attained Silver or Gold Membership of FORS, the maintenance requirements shall be undertaken in accordance with the periods set out in their FORS Silver or Gold membership agreement.

2.3 The Supplier shall use its best endeavours to ensure that those of its sub-contractors who operate Freight Vehicles shall comply with **paragraphs 2.1** and **2.2** as if they applied directly to the sub-contractor.

**3. Safety Equipment on Vehicles**

3.1 The Supplier shall ensure that every Lorry, which it uses to provide the Services, shall:

- 3.1.1 have Side Guards, unless the Supplier can demonstrate to the reasonable satisfaction of the Customer that the vehicle will not perform the function for which it was built if Side Guards are fitted;
- 3.1.2 have a Close Proximity Sensor;
- 3.1.3 have a Class VI Mirror; and
- 3.1.4 bear prominent signage on the rear of the vehicle to warn cyclists of the dangers of passing the vehicle on the inside.

**4. Driver Licence Checks**

4.1 The Supplier shall ensure that each of its Drivers has a driving licence check with the DVLA before that Driver commences delivery of the Services and that the driving licence check with the DVLA is repeated in accordance with either the following risk scale, or the Supplier's risk scale, provided that the Supplier's risk scale has been approved in writing by the Customer within the last 12 months:

- 4.1.1 0 – 3 points on the driving licence – annual checks;
- 4.1.2 4 – 8 points on the driving licence – six monthly checks;
- 4.1.3 9 – 11 points on the driving licence – quarterly checks; or
- 4.1.4 12 or more points on the driving licence – monthly checks.

5. **Driver Training**

5.1 The Supplier shall ensure that each of its Drivers who has not undertaken:

5.1.1 Approved Driver Training in the last three years, undertakes Approved Driver Training within 60 days of the commencement of this Contract;

5.1.2 a FORS e-learning safety module in the last 12 months, undertakes a FORS e-learning safety module (or an equivalent safety module provided by the Alternative Scheme).

6. **Collision Reporting**

6.1 Within 15 days of the commencement of this Contract, the Supplier shall provide to the Customer a Collision Report. The Supplier shall provide to the Customer an updated Collision Report on a quarterly basis and within five working days of a written request from the Customer.

7. **FORS Reports**

7.1 Within 30 days of its becoming a member of FORS or of the Alternative Scheme, the Supplier shall make a written report to the Customer at [fors@tfl.gov.uk](mailto:fors@tfl.gov.uk) detailing its compliance with **paragraphs 3, 4 and 5** of this Contract (the "**Safety, Licensing and Training Report**"). The Supplier shall provide updates of the Safety, Licensing and Training Report to the Customer at [fors@tfl.gov.uk](mailto:fors@tfl.gov.uk) on each three month anniversary of its submission of the initial Safety, Licensing and Training Report.

8. **Obligations of the Supplier Regarding Subcontractors**

8.1 The Supplier shall procure that each of its subcontractors that operates the following vehicles shall comply with the corresponding provisions of this Contract as if those subcontractors were a party to this Contract:

8.1.1 For Lorries – **paragraphs 3, 4, 5 and 6**; and

8.1.2 For Vans – **paragraphs 3.1.4, 4, 5 and 6**.

9. **Failure to Comply with Freight-related Obligations**

9.1 If the Supplier fails to comply with **paragraphs 2.1, 2.2, 2.3, 3, 4, 5, 6, 7 and 8**:

9.1.1 the Supplier has committed a material breach of this Contract; and

9.1.2 the Customer may refuse the Supplier, its employees, agents and Freight Vehicles entry onto any property that is owned, occupied or managed by the Customer.

## **SCHEDULE 17**

### **Global and Service Recipient Specific Policies**

NOT USED.

## **SCHEDULE 18**

### **Personal Data**





## SCHEDULE 19

### Cyber Security

#### 1. DEFINITIONS

<b>"Cloud"</b>	A type of internet-based computing service where organisation can have aspects of their IT infrastructure managed by external providers, normally as a Software as a Service (SaaS), Platform as a Service (PaaS) or Infrastructure as a Service (IaaS) basis
<b>"Cyber Essentials Scheme"</b>	is a UK government scheme encouraging organisations to adopt good practice in information security, focussing mainly on technical controls rather than governance, risk, and policy
<b>"Cyber Security Policy / Policies"</b>	The high level Cyber Security requirements for all IT and Operational technology and data owned by TfL or operated and supported by third parties for on behalf of TfL.
<b>"Cyber Security Standard(s)"</b>	The technical detail behind the implementation of the high level cyber security requirements as set out in the Cyber Security Policies.
<b>"Data"</b>	means data created, generated or collected, during the performance of the Services (or any part thereof), including Personal Data and data supplied to TfL and members of the TfL Group in connection with the Services or this Agreement;
<b>"Good Industry Practice"</b>	means the exercise of that degree of skill, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced operator engaged in the same type of undertaking under the same or similar circumstances.
<b>"Information Asset Register"</b>	means a register of all information assets relating to the services connected to this Agreement as detailed in <b>paragraph 3.2(c)</b>
<b>"Information Security Management System" or "ISMS"</b>	a framework of governance models, policies and procedures, based on a business risk approach to establish, implement, operate, monitor, review, maintain and improve information security in accordance with the requirements of <b>paragraph 15</b>
<b>ISO/IEC 27001</b>	is an information security standard specification for an information security management system (ISMS), with an emphasis on measuring and evaluating how well an organisation's ISMS is performing.
<b>"IT Services"</b>	means the IT services that support the delivery of the Services;
<b>"Malicious Software"</b>	means any software that brings harm to a computer system. Commonly known as malware can be in the form of worms, viruses, trojans, spyware, and adware which steal protected data, delete documents or add software not approved by a user.
<b>"Operational Technology"</b>	means any hardware or software which monitors and/or operates a physical process.
<b>"Outline Security Management Plan"</b>	means the security plan provided by the Service Provider as part of their tender submission

<b>"Removable Media"</b>	any type of storage device that can be removed from a computer while the system is running. Examples of removable media include CDs, DVDs and Blu-Ray disks, as well as diskettes and USB drives
<b>"Security Incident"</b>	a potential or actual event or attempted breach of security affecting the confidentiality, integrity or availability of the Services, IT Services or Networks which process or hold Data
<b>"Security Management Plan"</b>	means the Service Provider's security plan developed and revised pursuant to <b>paragraph 14</b>
<b>"Security Policy"</b>	means any TfL security policies as amended by TfL from time to time;
<b>"Security Risk"</b>	meaning all Risks associated with the security of the Services which may have a negative impact upon the agreed security posture, including information security and any risks identified pursuant to the Security Management Schedule.
<b>"Security Risk Register"</b>	means a register of Security Risks produced and maintained as detailed in <b>paragraph 3.2(b)</b>
<b>"Service Assets"</b>	means all assets and rights including all physical assets, Software, IPR, as well as spares and components whether in storage, repair or on sites, used by the Service Provider to provide the Services in accordance with this Agreement;
<b>"Service Provider Personnel"</b>	For the purposes of this <b>Schedule 19</b> , means all employees, agents, consultants and contractors of the Service Provider or of any Sub-Contractor, and for the avoidance of doubt, excluding Temporary Workers
<b>"Service Provider Premises"</b>	means any land or building where the Service Provider carries out any part of this contract
<b>"TfL Information Security Controls Framework"</b>	means a hierarchy of IT security documents consisting of the high level Information Management Security Policy and ten security principles (Information Security Controls Framework);
<b>"TfL Network(s)"</b>	means the network infrastructure and services owned or used by TfL to support the delivery of the IT Services.
<b>"TfL Personnel"</b>	means all employees, agents, consultants and contractors of TfL
<b>"TfL Restricted"</b>	as defined in the TfL Information Security Classification Standard (listed in Annex 5)
<b>"TfL Sites"</b>	means all TfL premises where the services are delivered

## **2. SCOPE AND PURPOSE**

2.1 The purpose of this Schedule is to:

- (a) set out the principles of protective security to be applied by the Service Provider in its delivery of the Services;
- (b) set out the Service Provider's wider security obligations relating to the Services;

- (c) set out the Service Provider's requirements to test and audit the Services including any Information Security Management System, to ensure compliance with the security requirements set out in this Agreement;
- (d) set out the Service Provider's obligations in the event of a Security Incident;
- (e) set out the principles for the Service Provider's development, implementation, operation, maintenance and continual improvement of the Security Management Plan;
- (f) set out the principles for the Service Provider's development, implementation, operation, maintenance and continual improvement of the Information Security Management System;
- (g) set out any Service Provider obligation for certification against the Services such as, ISO/IEC 27001 or the Cyber Essentials Scheme
- (h) set out any Service Provider requirements to deliver the Services or Service Assets in accordance with the CESG Commercial Product Assurance (CPA) Scheme; and
- (i) set out the requirements on the Service Provider when delivering the Service(s), which are aligned with the 10 Steps to Cyber security set out by the Government (see Annex 5).
- (j) the Supplier's obligation to comply with the Operations Technology Cyber Security Standards (see Annex 5).

### **3. SECURITY PRINCIPLES**

- 3.1 The Service Provider acknowledges that security, data protection and confidentiality are of fundamental importance in relation to its provision of the Services and TfL's ability to retain public confidence. The Service Provider shall at all times comply with the security principles set out in **paragraph 3** in the delivery of the Services.
- 3.2 In recognition of the importance that TfL places on security, data protection and confidentiality, the Service Provider shall ensure that a director or relevant individual, as agreed by TfL, is made aware of the risks set out in the Security Management Plan and is assigned overall responsibility for ensuring that:
  - (a) appropriate members of Service Provider Personnel and the Service Provider's management team take responsibility for managing the different levels of security risk and promoting a risk management culture;
  - (b) a Security Risk Register is produced and maintained and that all Security Risks are documented in an appropriate manner and is included in any contract risk register if one is in place. This Security Risk Register must be available for audit when reasonably required by TfL as set out in **clause 7** of this Schedule.
  - (c) an Information Asset Register is produced and maintained and that all assets are documented in an appropriate manner in the Information Asset Register and shall identify the criticality of the relevant Service Assets in the delivery of the Services. This register must be available for audit when reasonably required by TfL as stated in **paragraph 7** of this Schedule and when a Security Incident occurs.
  - (d) supporting policies are implemented (where relevant) and communicated with Service Provider Personnel.
- 3.3 The Service Provider shall, and procure that its Sub-contractors shall, at all times ensure that:

- (a) security threats to the Services are minimised and mitigated;
- (b) the Services shall fully comply at all times with:
  - (i) any security requirements set out in Annex 3;
  - (ii) the agreed Outline Risk Management Processes and approach set out in Annex 2; and
  - (iii) Good Industry Practice.

3.4 The Service Provider must notify TfL of any instances where software, applications, services or processes are hosted or run from the cloud that are not part of the Agreement, and that host, process or connect with any of TfL Operational or IT technology, Data and Networks or handle TfL Data. The Service Provider is responsible for ensuring that any such cloud services comply with this Cyber Security Management Schedule.

#### **4. ACCESS CONTROLS AND SECURE CONFIGURATION OF SYSTEMS**

4.1 The Service Provider shall comply with all obligations relating to the patching and configuration management of Service Assets as set out in Annex 4 in addition to any specific obligations set out in Annex 4, the Service Provider shall ensure that:

- (a) security patches are applied to Service Assets as soon as possible in line with vendor recommendations in accordance with overall risk management;
- (b) account management and configuration control processes are implemented to ensure that access to Service Assets by Service Provider Personnel is limited to the extent required for them to fulfil their roles in supporting the delivery of the Services.
- (c) when Service Provider Personnel change roles or no longer support the delivery of the Services access rights are revoked or reviewed;
- (d) any system administration functionality is strictly controlled and restricted to those Service Provider Personnel who need to have access to such functionality and that the ability of Service Provider Personnel to change the configuration of the Services is appropriately limited and fully auditable;
- (e) Service Provider Personnel are informed of what constitutes acceptable access of Operational or IT technology, Data and Networks and the consequences of non-compliance;
- (f) any preconfigured passwords delivered with any Service Assets are changed prior to their implementation for use in the Services;
- (g) the Services have appropriate devices, tools or applications in place to filter traffic or separate connections, such as industry standard firewalls and Malicious Software protection, to all public or private networks which are not controlled by or on behalf of TfL.
- (h) all wireless functionality is secure; and
- (i) software upgrades and patching must be managed appropriately and access to any software shall be granted using the principle of least privilege.

#### **5. SERVICE PROVIDER PERSONNEL**

5.1 The Service Provider shall, appoint a member of Service Provider Personnel to be the security manager who shall be responsible for the development, monitoring, enforcement, maintenance and enhancement of all security measures set out in this Agreement (the "**Security Manager**"). The Security Manager shall be a member of the Key Resource.

- 5.2 The Service Provider shall ensure that all Service Provider Personnel are security screened or vetted appropriate to the Data and shall provide TfL within five (5) working days of the Effective date, and every twelve (12) months thereafter, written confirmation that this obligation has been complied with.
- 5.3 The Service Provider shall immediately notify TfL if it becomes aware of any security clearance issues in relation to the Service Provider Personnel and the Service Provider shall undertake any action requested by TfL in relation to mitigating the impact of any such security clearance issues.
- 5.4 The Service Provider shall not remove or replace the Security Manager (including when carrying out Exit Management) unless:
- (a) requested to do so by TfL;
  - (b) the Security Manager concerned resigns, retires or dies or is on maternity, paternity, adoption or long-term sick leave;
  - (c) the Security Manager's employment or contractual arrangement with the Service Provider or a Sub-contractor is terminated for material breach of contract by that person; or
  - (d) the Service Provider obtains TfL's prior written consent (such consent not to be unreasonably withheld or delayed) and the role is not left vacant.
- 5.5 The Service Provider shall:
- (a) notify TfL promptly of the absence of the Security Manager (other than for short-term sickness or holidays of three (3) weeks or less, in which case the Service Provider shall ensure appropriate temporary cover for Security Manager);
  - (b) ensure that Security Manager role is not vacant for any longer than fifteen (15) Working Days;
  - (c) give as much notice to TfL as is reasonably practicable (and in any event twenty (20) Working Days' notice) of any intention to remove or replace Security Manager except in the cases of death, unexpected ill health or a material breach by the Security Manager of his or her employment contract;
  - (d) ensure that all arrangements for planned changes in the Security Manager provide adequate periods during which incoming and outgoing Security Manager work together to transfer responsibilities and ensure that such change does not have an adverse impact on the performance of the Services; and
  - (e) ensure that any replacement for the Security Manager
    - (i) is only employed or engaged with TfL's prior written consent (such consent not to be unreasonably withheld or delayed)
    - (ii) has a level of qualifications and experience appropriate for a Security Manager; and
    - (iii) is fully competent to carry out the tasks of a Security Manager whom he or she has replaced.

## **6. TRAINING**

- 6.1 The Service Provider shall ensure that all Service Provider Personnel have undergone suitable security awareness training prior to their deployment and such security awareness training shall cover, as a minimum; account usage, malicious software, home and mobile working, use of removable media, audit and inspection and Security Incident reporting and data

handling. The Service Provider shall implement an up-to-date on-going programme of security awareness training for Service Provider Personnel throughout the Term.

- 6.2 The Service Provider shall provide additional training to its Service Provider Personnel, which may be required following a Security Incident, the application of a patch or update, or any relevant variation.
- 6.3 The Service Provider shall ensure that all Service Provider Personnel are familiar with their responsibilities under applicable law and policies including, as a minimum, the Data Protection Laws, the Security Policies set out in **paragraph 1** of this Schedule and policies in relation to the handling of protectively marked materials both during their employment and following the termination of or change to the terms of their employment.

## **7. TESTING & AUDIT**

- 7.1 The Service Provider shall conduct regular automated vulnerability scans of the Services, as agreed in the Risk Management Process and ensure that any identified vulnerabilities are appropriately mitigated or patched in line with the TfL Security Patching standard (Annex 5), taking into consideration the risk posed to TfL and the Services.
- 7.2 The Service Provider shall conduct security tests, including ethical hacking and penetration tests, to assure compliance with the Security Incident Management Process, the security provisions in this Agreement, the Security Management Plan. The Service Provider shall conduct security testing in accordance with the Security Management Plan. The Service Provider shall conduct such security tests, as a minimum, every twelve (12) months from the Service Commencement Date and shall include security penetration testing of the Services and the associated technical infrastructure. Wherever the Services are accessible from the internet or other such public network, the Service Provider shall carry out security penetration tests from the internet or the public network.
- 7.3 The Service Provider shall, within one (1) week completion of the security tests carried out in accordance with **paragraph 7.2**, provide a report to TfL setting out:
  - (a) the outcome of such security tests including all identified vulnerabilities;
  - (b) the Service Provider's plans to remedy each such identified vulnerability as soon as possible, provided that any such remediation must be implemented in accordance with this Agreement.
- 7.4 The Service Provider shall implement its plans to each identified vulnerability in accordance with the report delivered pursuant to **paragraph 7.3** save to the extent directed by TfL in writing.
- 7.5 The Service Provider shall, upon request by TfL, following a Security Incident, carry out such additional security testing over and above the obligations set out in **paragraph 7.2** as TfL requires.
- 7.6 TfL shall be entitled to send a member of TfL Personnel to witness the conduct of any audit or security tests carried out by or on behalf of the Service Provider. The Service Provider shall provide TfL with the results of such audits (in a form agreed with TfL in advance) as soon as practicable after the completion of each audit or test.
- 7.7 In addition to complying with the Requirements, PCI DSS where applicable and other relevant industry standards and Good Industry Practice, the Service Provider shall at least once during each twelve (12) month period starting from the Service Commencement Date, engage an appropriately skilled third party to conduct a formal audit of the Services against the then current versions of the following:
  - (a) the security controls, processes and procedures required pursuant to this Agreement;

- (b) the Data Protection Laws (using BS10012 or another standard as agreed with TfL), where applicable; and
- (c) the Security Management Plan,

and shall, within five (5) Working Days of becoming aware of actual or potential security issues which impact or could impact the Services, the Service Provider shall inform TfL of each such issue and shall keep TfL up-to-date as the Service Provider investigates the nature and impact of such issue. Within five (5) Working Days of the finalisation of the audit findings, the Service Provider shall provide to TfL a copy of all such findings which are relevant to the Services.

- 7.8 Without prejudice to any other right of audit or access granted to TfL pursuant to this Agreement or at Law, TfL and/or its representatives may carry out such audits in relation to security matters as are reasonably required to assess the Service Provider's compliance with the Information Security Management System and the Security Management Plan.
- 7.9 If any test or audit carried out pursuant to this **paragraph 7** reveals any non-compliance with this Agreement or vulnerability (and, in the case of a TfL audit, TfL has informed the Service Provider thereof), the Service Provider shall, as soon as reasonably practicable, provide TfL with a written plan to remedy each such identified vulnerability as soon as possible, provided that any such remediation must be implemented in accordance with this Agreement including the variation procedure. The Service Provider shall implement its plans to remedy each identified vulnerability in accordance with such report save to the extent directed by TfL in writing.

## **8. SECURITY INCIDENT MANAGEMENT PROCESS**

- 8.1 The Service Provider shall, and shall procure that its Sub-contractors shall:
  - (a) establish, document and share with TfL a process to identify and respond to Security Incidents and mitigate the impact of such Security Incidents on the Services, including in relation to assigning clearly defined roles and responsibilities to specific Service Provider Personnel;
  - (b) record each Security Incident and corresponding severity level in the Service Provider's ISMS; and
  - (c) without limitation to the other provisions of this Agreement, follow TfL's reasonable instructions in relation to the identification and resolution of any Security Incident.
- 8.2 The Service Provider shall notify and ensure TfL is aware as soon as possible and in any event no later than within one (1) hour upon becoming aware of any Security Incident or any potential Security Incident.
- 8.3 In addition to the requirements in **clause 8.2** the Service Provider will additionally provide written notice with all relevant details reasonably available of any actual or suspected breach of security in relation to TfL Personal Data including unauthorised or unlawful access or Processing of, or accidental loss, destruction or damage of any Authority Personal Data
- 8.4 If a Security Incident occurs, the Service Provider shall, within the framework of the Security Incident Management Process:
  - (a) immediately take steps to assess the scope of the Data, user accounts and/or TfL Personal Data compromised or affected including, but not limited to, the amount of Data and/or TfL Personal Data affected;
  - (b) immediately take the steps necessary to remedy or protect the integrity of the Services against any such Security Incident;



- (c) securely collect and preserve evidence, including logs, to support the Security Incident management process described in this Paragraph and share with TfL such evidence via secure channels as requested by TfL;
- (d) handle any information pertaining to the Security Incident according to the handling requirements for TfL RESTRICTED information defined in TfL's Information Security Classification Standard;
- (e) promptly escalate the Security Incident to a person or governance forum with a level of seniority within the Service Provider's organisation as TfL may reasonably require;
- (f) as requested by TfL:
  - (i) provide such information in relation to the Security Incident (including, if necessary, by collating such information from its and its Sub-contractors' systems and the Service Provider Personnel);
  - (ii) provide relevant TfL Personnel with supervised access (or, if the Parties agree, direct access) to any relevant systems, Service Provider Sites and Service Provider Personnel in order to investigate the Security Incident; and
  - (iii) follow TfL's directions in relation to the steps necessary or desirable to remedy or protect the integrity of the Services; and
- (g) as soon as reasonably practicable develop and provide TfL with a copy of its remediation plan for the Security Incident which sets out full details of the steps taken and to be taken by the Service Provider to:
  - (i) correct, make good, reinstate, replace and remediate all deficiencies and vulnerabilities, loss and/or damage to the Service Assets, Data, and/or Services in connection with the Security Incident; and
  - (ii) perform or re-perform any security tests or alternative tests relating to the security of the Service Assets and/or Services as appropriate and within the timescales specified by TfL, to assure TfL that the Security Incident has been addressed and its effects mitigated,

provided that any such remediation must be implemented in accordance with this Agreement including the variation procedure. The Service Provider shall fully implement and comply with such remediation plan save to the extent directed by TfL in writing.

8.5 The Service Provider shall provide a detailed report to TfL within two (2) Working Days of the resolution of the Security Incident, such report to detail:

- (a) the nature of the Security Incident;
- (b) the causes and consequences of the Security Incident;
- (c) the actions undertaken and length of time taken by the Service Provider to resolve the Security Incident; and
- (d) the actions undertaken by the Service Provider to prevent recurrence of the Security Incident.

8.6 If there is a suspected security event up to and including a Security Incident, the Service Provider shall to the extent requested by the TfL CISO (or any duly authorised delegate):

- (a) provide information in relation to the Services which is relevant collating, if necessary, relevant information from Sub-contractors' systems and the Service Provider Personnel;

- (b) provide relevant TfL Personnel with supervised access (or, if the Parties agree, direct access) to any relevant systems, Service Provider Sites and Service Provider Personnel in order to investigate the security incident; and
- (c) follow TfL's directions in relation to the steps necessary or desirable to remedy or protect the integrity of the Services; and
- (d) work with TfL to identify any lessons learnt which could mitigate any gaps in process, policy or controls

and TfL shall reimburse the Service Provider's reasonable, demonstrable costs and expenses in relation to the Service Provider's compliance with such request.

## **9. SECURITY LOGGING AND MONITORING**

9.1 The Service Provider shall ensure that the Security Management Plan sets out its monitoring strategy to monitor its own performance of its obligations under this Schedule. The Service Provider shall update its monitoring strategy as necessary throughout the term of this Agreement in response to:

- (a) changes to applicable laws, regulations and standards;
- (b) changes to Good Industry Practice;
- (c) any relevant variations and/or associated processes;
- (d) any Security Incident; and
- (e) any reasonable request by TfL.

9.2 The monitoring strategy should include, as a minimum, processes for monitoring and logging (as appropriate):

- (a) networks and host systems to detect attacks originating both on an internal private network or from public networks (eg internet);
- (b) instances of misuse of the Services, Service Provider systems used in the delivery of the Services and access to TfL RESTRICTED Data by TfL Personnel and Service Provider Personnel, including attempts at such misuse;
- (c) wireless access points to ensure that all wireless networks are secure and no unauthorised access points are available;
- (d) Malicious Software on: (i) the Service Provider systems used in the delivery of the Services and, (ii) the Services;
- (e) access to and movement of TFL RESTRICTED Data, including internal access to such Data; and
- (f) traffic for unusual or malicious incoming and outgoing activity that could be indicative of an attempt or actual attack.

9.3 The Service Provider shall ensure that access to system logs and monitoring information is strictly restricted to those Service Provider Personnel who need to access these items to ensure the delivery and integrity of the Services.

9.4 The Service Provider shall ensure that any monitoring process complies with the monitoring strategy developed in accordance with **paragraphs 9.1 and 9.2** and all of its legal and regulatory obligations pursuant to Applicable Law.

9.5 The Service Provider shall maintain a log of:

- (a) all instances of Service Provider Personnel accessing Personal Data;
  - (b) all Service Recipient, TfL Personnel and Service Provider Personnel logon attempts, successful and failed, to the Services or any elements of the Service Provider Solution requiring authentication;
  - (c) all actions taken by Service Recipients, TfL Personnel or Service Provider Personnel with administrative privileges;
  - (d) all instances of accounts being created for Service Recipients, TfL Personnel or Service Provider Personnel and their relevant privileges;
  - (e) all records of formal staff induction or certification required by Service Provider Personnel to operate systems and handle TFL RESTRICTED Data (where required);
  - (f) all instances of accounts for Service Recipients, TfL Personnel, or Service Provider Personnel being deleted;
  - (g) Service Provider Personnel system access group memberships in relation to relevant Service Assets;
  - (h) Service Recipient and group privilege changes against each of the system resources;
  - (i) unauthorised use of input and output devices and removable media; and
  - (j) all access to log files and audit systems.
- 9.6 The logs required in **9.5** above must be raw logs, which are provided in a structured text format and the schema for such logs will need to be provided.
- 9.7 The Service Provider shall implement recording mechanisms to identify TfL Personnel and Service Provider Personnel and their actions when cases of misuse are being investigated and shall ensure that any such recording mechanisms are protected against manipulation and disruption.
- 9.8 The Service Provider shall regularly review logs to identify: (i) anomalies; (ii) suspicious activity; and (iii) suspected Security Incidents. The Service Provider shall notify TfL of such findings in accordance with **paragraph 8.2**.
- 9.9 The Service Provider shall provide copies of any log data collected by the Service Provider during its delivery of the Services (system audit log data) at TfL's request in a human readable electronic format such as comma-separated value or Microsoft Excel.

## **10. MALICIOUS SOFTWARE**

- 10.1 The Service Provider shall throughout the Term, use the latest versions of anti-malware solutions and software available from an industry accepted vendor (unless otherwise agreed in writing between the Parties) to check for, contain the spread of, and minimise the impact of Malicious Software in the IT Services (or as otherwise agreed by the parties).
- 10.2 Notwithstanding **clause 10.1**, if Malicious Software is detected within services provided by the Service Provider, the Service Provider shall ensure the effect of the Malicious Software is mitigated and, particularly if Malicious Software causes loss of operational efficiency or loss or corruption of Data, restore the Services to their desired operating efficiency.
- 10.3 Any cost arising out of the actions of the Parties taken in compliance with the provisions of **clause 10.2** shall be borne by the Parties as follows:
- (a) by the Service Provider if the Malicious Software originates from the Service Provider Software, the Third Party Software supplied by the Service Provider (except where TfL has waived the obligation set out in **clause 10.1**) or TfL Data (whilst TfL Data was under the control of the Service Provider) unless the Service Provider can

- demonstrate that such Malicious Software was present and not quarantined or otherwise identified by TfL when provided to the Service Provider; and
- (b) otherwise by TfL.

## **11. REMOVABLE MEDIA**

- 11.1 The Service Provider may only use Removable Media to support its delivery of the Services if it has obtained prior written consent of TfL and has implemented appropriate controls to ensure that the use of any input or output devices and removable media is restricted strictly to that needed to supply and support delivery of the Services.
- 11.2 If removable media is approved for use by TfL, the Service Provider shall ensure that it deploys suitable anti-virus and anti-malware checking solutions to actively scan for the introduction of Malware onto systems and networks through all Data imports and exports from removable media and that the removable media is encrypted to a suitable standard agreed in advance with TfL in writing.
- 11.3 The Service Provider shall report any loss or interception of Data as a result of the use of removable media to TfL in accordance with **clause 8** and TfL reserves the right in such instances to rescind its approval in relation to the Service Provider's continued use of removable media.

## **12. MOBILE AND HOME WORKING**

- 12.1 The Service Provider may only use offer Mobile and Home working to support its delivery of the Services if it has obtained prior written consent of TfL and has implemented appropriate controls to ensure.
- 12.2 If such consent is granted but the Service Provider does not have a home and mobile policy for Service Provider Personnel, TfL's Home and Mobile Working Cyber Security Policy shall apply to the Service Provider and its Service Provider Personnel.
- 12.3 If the Service Provider has a home and mobile working policy in relation to the Service Provider Personnel, the Service Provider shall:
- (a) ensure through this policy that:
- (i) Data is protected and suitably encrypted in line with Cyber Security Policy (see Annex 5), when stored outside of the Service Provider Premises;
- (ii) Data is protected when accessed, imported or exported through a connection other than one which is accessed at the Service Provider premises; and
- (iii) Security Incident management plans acknowledge the increased risk posed by home and mobile working such as theft or loss of Data and TfL Data and/or devices; and
- 12.4 The Service Provider shall report any loss or interception of Data or TfL Data as a result of home or mobile working to TfL in accordance with **clause 8**.

## **13. DISPOSALS**

- 13.1 The Service Provider shall not reuse any Service Asset or Removable Media used in the performance of the Services unless such items have been wiped securely in accordance with a TfL agreed standard.
- 13.2 The Service Provider shall securely dispose of and delete Data from Service Assets used for the delivery of the Services to a TfL agreed standard upon the termination or expiry of this Agreement or when such Service Assets are no longer required for the delivery of the Services, whichever is sooner, and documented accordingly.

- 13.3 The Service Provider shall ensure that the disposal of any Service Asset is accurately reflected in the Information Asset Register.

#### **14. SECURITY MANAGEMENT PLAN**

- 14.1 The Outline Security Management Plan as at the Start Date is set out at Annex 1 (*Outline Security Management Plan*).

- 14.2 The Service Provider shall within fifteen (15) Working Days of the Start Date submit to TfL for approval, a draft Security Management Plan which a minimum will:

- (a) set out the security measures to be implemented and maintained by the Service Provider in relation to all aspects of the Services and all processes associated with the delivery of the Services and shall at all times comply with and specify security measures and procedures which are sufficient to ensure the Services comply with this Schedule;
- (b) reference and comply with the security requirements set out in Annex 3;
- (c) state any other cyber security industry standards over and above those set out in this Schedule which are applicable to the Services;
- (d) state all applicable law which relates to the security of the Services; and
- (e) how the Service Provider will comply with any other security requirements TfL may reasonably request from time to time.

When the Security Management Plan is approved by TfL the approved plan will replace the Outline Security Management Plan in Annex 1.

- 14.3 The Service Provider shall review and update the Security Management Plan at least annually and as required in response to:

- (a) changes to the Cyber Security Standards;
- (b) emerging changes in Good Industry Practice;
- (c) any relevant variation and/or associated processes;
- (d) any new perceived or changed security threats; and
- (e) any reasonable request by TfL.

- 14.4 The Service Provider shall submit any amendments to the Security Management Plan for Approval by TfL in accordance with the variation procedure set out in this Agreement

#### **15. INFORMATION SECURITY MANAGEMENT SYSTEM**

- 15.1 The Service Provider shall develop, implement, operate, maintain the ISMS and shall within fifteen (15) Working Days of the Start Date submit a draft ISMS to TfL to assure. The Service Provider shall ensure that the ISMS includes the Security Incident Management Process, dealing with, among other matters, Security Incident management.

- 15.2 The ISMS shall, unless otherwise specified by TfL in writing, be designed to protect all aspects of:

- (a) the Services;
- (b) all processes associated with the delivery of the Services; and

- (c) TfL Sites, the Service Provider Solution and any information and Data (including TfL Confidential Information and TfL Data) to the extent used by TfL or the Service Provider in connection with this Agreement.
- 15.3 The Service Provider shall make any document referenced in the ISMS available to TfL upon request.
- 15.4 If the investigation of a Security Incident reveals weaknesses or flaws in the ISMS, then any change to the ISMS to remedy the weakness or flaw shall be submitted to TfL for approval in accordance with the variation procedure set out in this Agreement for the avoidance of doubt, if a change needs to be made to the ISMS to address an instance of non-compliance with the Security Management Plan or security requirements, the change to the ISMS shall be at no cost to TfL.
- 15.5 The ISMS will be fully reviewed in accordance with ISO/IEC 27001 by the Service Provider at least annually, or from time to time as agreed with TfL, in response to:
  - (a) changes to Good Industry Practice;
  - (b) any relevant variations or proposed Operational Changes or variations to the Services and/or associated processes;
  - (c) any new perceived or changed security threats; and
  - (d) any reasonable request by TfL.
- 15.6 The Service Provider shall provide the results of such reviews to TfL (together with such related information as TfL may reasonably request) as soon as reasonably practicable after their completion. The results of the review should include, without limitation:
  - (a) suggested improvements to the effectiveness of the ISMS;
  - (b) updates to the risk assessments;
  - (c) proposed modifications to the procedures and controls that affect the ability to respond to events that may impact on the ISMS; and
  - (d) suggested improvements in measuring the effectiveness of controls.

## **16. COMPLIANCE WITH ISO/IEC 27001**

- 16.1 The Service Provider shall obtain certification from a UKAS registered organisation of the ISMS to ISO/IEC 27001 for any aspects of the business that is necessary to support the Services. The Service Provider shall obtain such certification within twelve (12) months of the Start Date and shall maintain such certification throughout the Term.
- 16.2 If certain parts of the ISMS do not conform to Good Industry Practice, or controls as described in ISO/IEC 27001, the Service Provider shall promptly notify TfL of this.
- 16.3 Without prejudice to any other audit rights set out in this Agreement TfL may carry out, or appoint an independent auditor to carry out, such regular security audits as may be required in accordance with Good Industry Practice in order to ensure that the ISMS maintains compliance with the principles and practices of ISO/IEC27001.
- 16.4 If on the basis of evidence provided by such audits, TfL, acting reasonably, considers that compliance with the principles and practices of ISO/IEC 27001 is not being achieved by the Service Provider, then TfL shall notify the Service Provider of the same and the Service Provider shall, as soon as reasonably practicable, provide TfL with a written plan to remedy each such non-compliance as soon as possible, provided that any such remediation must be implemented in accordance with this Agreement.

## **ANNEX 1 – OUTLINE SECURITY MANAGEMENT PLAN/SECURITY MANAGEMENT PLAN**

To be added

## **ANNEX 2 – OUTLINE RISK MANAGEMENT PROCESS**

To be added



### ANNEX 3 – SECURITY REQUIREMENTS

The TfL Cyber Security requirements are documented within the TfL Cyber Security Standards and Policies as per the TfL Cyber Security Framework. These Cyber Security requirements form our minimum security baseline and must be implemented where applicable.

The TfL Cyber Security Policies and Standards to be implemented where applicable are:

Policy	P123	Cyber Security Risk Management
Policy	P124	Secure Builds and Configurations
Policy	P125	Network Cyber Security
Policy	P126	System Access Control
Policy	P127	Cyber Security Incident Management
Policy	P128	Malware Prevention
Policy	P129	Security Logging, Monitoring and Audit
Policy	P130	Removable Media Controls
Policy	P131	Home and Mobile Working
Policy	P132	Third Party Cyber Security
Standard	S1735	System Access Control
Standard	S1736	Network Cyber Security
Standard	S1737	Secure Builds and Configurations
Standard	S1738	Security Logging, Monitoring and Audit
Standard	S1739	Security Patching
Standard	S1740	Cryptography
Standard	S1741	Cloud Cyber Security
Standard	S1745	Cyber Security Vulnerability Management
Standard	S1746	Cyber Security Testing
Standard	S1747	Physical Security of IT Equipment
Standard	S1748	Wireless Networks and Communications
Standard	S1749	Secure Software, Application and Web Development

## ANNEX 4 – CONFIGURATION MANAGEMENT OF SERVICE ASSETS

***– Any additional security requirements to be inserted]***

## ANNEX 5 – LIST OF RELEVANT POLICIES

### TO BE PROVIDED BY TFL UPON REQUEST

- **Network Security Policy** defines the requirements for securing TfL networks as well as the information and network specific devices on them.
- **System Access Control Policy** defines the requirements for managing user and system account access to applications and technology such as allowing them to sign in to OneLondon or SAP.
- **Cyber Security Incident Management Policy** defines how we will handle cyber security incidents and the requirements for reporting and managing those incidents.
- **Malware Prevention Policy** defines the requirements for helping to prevent malware (malicious software eg computer viruses) from infecting our systems and networks.
- **Security Logging, Monitoring and Audit Policy** details the requirements for security logging and monitoring of access to our technology and data and the audit capabilities.
- **Removable Media Policy** details the requirements for using removable media such as USBs, CDs or portable hard drives.
- **Home and Mobile Working Cyber Security Policy** details the requirements for allowing and supporting secure home and mobile working.
- **Third Party Cyber Security Policy** defines the rules governing how the security of third party custodians of TfL information, technology and third party connections to TfL systems will be ensured.
- **TfL Information Security Classification Standard** details the information security classification scheme covering information and records, in all formats, and the minimum requirements for managing such information
- **10 Steps to Cyber Security** - <https://www.gov.uk/government/publications/cyber-risk-management-a-board-level-responsibility/10-steps-summary>
- **Cyber Essentials Scheme** <https://www.gov.uk/government/publications/cyber-essentials-scheme-overview>
- **Security Patching Standard** details the requirements for applying security-related updates ('security patches') in order to help secure TfL systems and applications in line with the secure builds and configurations policy.

## APPENDIX 1

### Roles and Responsibilities

#### Appendix 1 - Roles and Responsibilities

The Authority and Service Provider shall agree and define the specific Roles and Responsibilities for The Authority's 8 step Recruitment and Hiring process as defined below:

Recruitment Step	Description of Step	Hiring Manager (HM)	Service Provider (SP)	Contract Manager / Authorised Person
<b>Step 1 Requisition</b>	<p>Hiring Manager (HM) submits requisition via The Solution for automated approval</p> <p>HM states within the requisition if Named Worker (NW) has been identified and if so, uploads CV / information and specifies if NW has been shortlisted for assessment or direct to offer</p> <p>Authorised Person (AP) (which includes the HM) completes IR35 CEST tool process for pre-assessment of the role via a link on The Solution</p>	<p>HM submits vacancy requisition directly via the Solution with all required information and attachments</p>	<p>Service Provider (SP) corresponds with HM to confirm receipt of NW request and next steps</p>	
<b>Step 2 Approval</b>	<p>SP obtains business approval (Excl MPS) via The Solution and manages pre-determination of IR35 role status via the requisition (as per step 1)</p> <p>Note: predetermination can apply to the same role / same unit or a group of roles</p>	<p>HM is notified when requisition is approved via The Solution.</p> <p>HM reviews any redeployment candidates matched and confirms next steps</p>	<p>SP processes authorised requisition and IR35 role pre-assessment recommendation</p> <p>For MPS: HM sends CEST and JD to HR for final determination then HR send to HM and SP to recruit on that basis.</p> <p>SP owns redeployment process and routes any redeployment Workers to the HM and confirm next steps for NW.</p>	<p>Authorised Person approves the IR35 role status</p> <p>The CM may, where required by the Functional Body to check for any suitable redeployment candidates (to be confirmed on Implementation)</p>

			SP prepares to start recruiting	
<b>Step 3 Brief</b>	SP holds verbal brief with HM to qualify the vacancy if required	HM discusses role specification with SP during brief	SP liaises with HM to discuss role specification, attraction methods, assessment structure, process and next steps	
<b>Step 4 Talent Pool and Sourcing</b>	SP reviews the Talent Pool for suitable candidates and /or sources new candidates. SP submits suitable CVs to the HM for review via the Solution		SP views Talent Pools for any suitable Candidates SP creates external job advert as required SP sources new candidates directly or via lead and/or Secondary Suppliers	
<b>Step 5 Applicant Review</b>	HM to review candidate CV's applications via the Solution. HM provides SP with candidate feedback and confirms next steps	HM reviews candidates applications and provides an update and/or feedback to SP directly or via the System	SP undertakes initial sift of applicants prior to releasing them to HM. Should the NW or Sourced Candidate be unsuccessful following review, the SP will revert to Step 4 to source additional applicants for review.	
<b>Step 6 Assessment</b>	SP to action next steps as agreed with HM and update the System arranging interviews/assessments as required  HM to facilitate candidate interviews/assessments and provide SP with candidate update and agreed next steps	HM to host candidate interviews and/or provide interview panel to host interviews HM provides SP with candidate feedback directly or via The Solution following interview	SP actions HM's feedback per candidate and updates The System SP to arrange candidate interviews/assessment s sending interview template and booking assessments in HM diary.  Should candidates be unsuccessful at assessment the SP will revert back to Step 4 to source additional candidates for assessment in line with the brief agreed with the HM.	
<b>Step 7 Offer</b>	SP actions next steps as agreed with HM (offer, decline or talent pool candidates)	HM to agree with SP offer details for selected candidate(s)	SP actions HM's feedback per candidate and updates the System SP makes the hire(s) SP to arrange further candidate interviews if	

			required SP to offer selected candidate SP to initiate IR35 candidate status test (if required)	
<b>Step 8 Hire and Compliance</b>	SP to offer and hire shortlisted candidate, ensuring IR35 actions are complete and the Contract Manager's determination recorded on the System. SP on-boards new joiner	HM creates Induction Plan for new joiner and ensures the new joiner starter kit is ready for start date.	SP to hire shortlisted candidate, ensuring IR35 actions are complete and the determination is recorded on The System. SP on-boards new joiner ensuring all compliance checks are completed, verified and logged on the Solution	Specified authorised persons (inc. HM, SP, CM and HR) will be master data holder for IR35 legal determination and compliance documentation

## **APPENDIX 2**

### **Payroll – AWR and Pay Standards**

#### **GLA AWR and Pay Standards**

##### **GLA Temporary Worker pay and AWR standards**

#### **Contents:**

## **1. Scope**

The GLA Temporary Worker pay and AWR standards applies to all Functional Bodies within the GLA Group and outlines the operation standards required by The Service Provider.

## **2. Agency Workers Regulations - definition**

### **Who is in scope of the Agency Workers Regulations (AWR)**

From 'day one', a temporary worker is entitled to:

- The same access to facilities such as staff canteens, childcare vouchers and Lockers.
- Be informed about job vacancies.

After a 12-week qualifying period, a temporary worker is entitled to the same basic conditions of employment as if they had been directly employed by the hirer on day one of the assignment, specifically:

- Pay - holiday pay relating to the assignment and annual rate increases. This does not include redundancy pay, contractual sick pay, and maternity, paternity or adoption pay.
- Working time rights - for example, including any annual leave above that required by law.

(Source: ACAS website)

## **3. Temporary Worker – definition**

The definition of a temporary worker under AWR is that the individual is:

- (a) Supplied by an agency to work temporarily for and under the supervision and direction of a hirer; and
- (b) Has a contract with the temporary work agency which is
  - i. A contract of employment with the agency, or
  - ii. Any other contract with the agency to perform work or services personally, BUT
  - iii. An individual is not an agency worker if the contract they have with the temporary work agency has the effect that the status of the agency is that of a client or customer of a business carried on by the individual; or
  - iv. There is a contract; by virtue of which the individual is available to work for the hirer, having the effect that the status of the hirer is that of a client or customer of a business carried on by the individual.

(Source: AWR/ Transport for London Legal Services)



#### 4. Terms in use

As a default and starting position, the Agency Workers Regulations are applied to workers in the following categories unless other information is made available; terms in brackets denote the status reflected on SAP:

- **PAYE workers (PAYE) – all temporary workers are in scope**
- **Umbrella companies (PAYE)**, Umbrella companies where an individual is contracting directly with the Umbrella Company (not as a Limited Company) and where the Umbrella Company pays National Insurance and Tax to HMRC on a PAYE basis. The worker is deemed to be in scope of AWR by default (**Umbrella**)

It should be noted that the use of an Umbrella Company or intermediary is largely unimportant when determining whether an individual is in scope of AWR.

#### 5. Agency Workers Regulations – pay arrangements at week 13 and week 1

The Service Provider shall operate AWR at week 13 for the following roles:

*Transport for London:*

- a) Reservationists in Taxi and Private Hire
- b) Customer Service Advisors in TfL's Customer Contact Centre

The Service Provider shall operate AWR at week 1 for the following roles:

*Greater London Authority:*

All roles operate at the permanent equivalent from day 1

*London Fire Brigade*

All roles operate at the permanent equivalent from day 1

*Metropolitan Police Service (MPS)*

Requires flexibility; pre-defined roles will operate the permanent equivalent at day 1, others will be at Week 13. This will be agreed during implementation

*Old Oak and Park Royal Development Corporation*

All roles operate at the permanent equivalent from day 1

*London Legacy Development Corporation*

All roles operate at the permanent equivalent from day 1

All other roles unless specifically instructed as part of the Requisition process or by the Contract Manager have AWR pay rate applied as a minimum from week 1.

The Service Provider shall operate all other roles in line with AWR at day 1, week 1. In practice, this means the temporary worker is already earning the same or more than an equivalent employee at day 1.

## **6. Actions and accountabilities for AWR payments**

### AWR operation and permanent salary equivalent

Action	Accountability and timescales
1. The Service Provider will operate an ongoing 'real time' or at least monthly AWR timetabled operation to ensure that all AWR uplifts and payments associated with Functional Body annual and other pay increases are implemented within 12 weeks of the new rates being advised. It is not acceptable to delay payment beyond 12 weeks.	The Service Provider – real time or monthly and pay within 12 weeks
2. The Service Provider shall check the pay rate of all Temporary Workers against the permanent salary equivalent.	The Service Provider- ongoing
3. The Service Provider shall keep the Authority's Rate Card up to date with information provided on permanent salaries and where there is information missing or out of date, shall prompt and require the Contract Manager of the Functional Body to provide the information	The Service Provider
4. The Contract Manager of each Functional Body shall provide, upon Implementation and whenever there is a pay review agreed, the permanent equivalent salary for employees with details of the date of annual or other review. This shall be inserted into the Authority's rate card for the Service Provider.	The Contract Manager – upon salary increase
5. The Service Provider shall pay at least the minimum rate or spot (fixed pay rate) salary, as indicated on The Authority's Rate Card or as stated in the tables in this standard on an ongoing basis in line with the AWR and pay timetable. This will apply to all temporary workers who have completed the 12 week qualifying period.	The Service Provider shall pay within 12 weeks of the new pay rate being advised by the Contract Manager
6. The Service Provider shall refer to the information in this standard and the tables therein to calculate AWR payments in line with statutory requirements	The Service Provider
7. Where a Temporary Worker's pay is already equivalent or the Temporary Worker is paid more than the employee equivalent, then no AWR increase will apply. If the business area request The Authority to uplift pay rates, this will not be as a result of AWR legislation.	The Service Provider
8. Where a Temporary Worker has left and is no longer on assignment, the Service Provider shall pay any outstanding AWR payment upon written request of the Temporary Worker at any point when requested	The Service Provider
9. In exceptional cases, where an individual worker or a business area believes an AWR uplift is due (after the 12 week qualifying period) because of the comparative skills, knowledge or experience required to carry out the role, they must notify the Service Provider in writing.	Temporary Worker, Manager
	The Service Provider
	The Manager

Action	Accountability and timescales
<p>These requests must be clearly justified. The Service Provider shall contact the Temporary Worker's Manager who will consider the request.</p> <p>The Service Provider shall advise the manager by referring to the Authority's rate card and permanent salary equivalent and update that permanent salary equivalent for the role if necessary. If in doubt, or if requested at Implementation or at any point by The Authority, the Service Provider shall consult with the Contract Manager.. Records shall be kept by the Service Provider on The Solution for the duration of the commercial contract with The Authority. For individual AWR pay uplifts, this shall be carried out by the Service Provider within 4 weeks of the pay increase being authorised</p>	<p>The Service Provider</p> <p>The Service Provider, within 4 weeks of the AWR pay uplift being authorised</p>

## 7. AWR, pay thresholds and mechanisms

Action	Accountability and timescales
<p>1. New starters will be identified as falling under Option 1 or Option 2 before they are set up by The Service Provider and in addition to the roles listed above, The Authority's rate card shall have an indicator against each role showing which roles are in scope at Week 13 or at Day 1 . Pay shall calculated by The Service Provider to ensure that the pay rate at week 13 is no less than the permanent equivalent.</p> <p>The Contract Manager shall keep the Authority's rate card up to date including the permanent salary equivalent, pay review dates and indicator for Week 13 or Day 1</p>	<p>The Service Provider</p> <p>Contract Manager</p>
<p>2. AWR pay is based on either the spot salary or the minimum rate as stated on the Authority's rate card unless specified differently under the Functional Body's pay instructions below</p>	<p>The Service Provider</p>
<p>3. The Service Provider shall implement AWR pay rises at week 1 or week 13. The Service Provider will apply these and reflect them on the system.</p>	<p>The Service Provider</p>
<p>4. 'Named Workers' and 'Direct Workers' shall be treated in the same way as 'Sourced Workers' for AWR.</p>	<p>The Service Provider</p>
<p>5. As a starting position, The Service Provider will determine whether AWR status is applicable to a temporary worker, within the definitions of</p>	<p>The Service Provider</p>

AWR legislation and based upon instructions in this document and in the main contract	
6. The Authority will supply the Service Provider with pay ranges in accordance with point 2 above in line with the annual or other timetable by completing and re-issuing the rate card for each Functional Body.	Contract Manager
7. Pay increases shall include the cost of living as specified or if specified by the Functional Body's Contract Manager and any individual bonus element included by the Functional Body should be applied to temporary workers within the scope of the AWR.	The Service Provider

## 8. General provisions

Action	Accountability and timescales
1. If a temporary worker is in scope of AWR, they can apply for employed positions advertised internally from day 1 and use of restaurant and other general facilities.	
2. For MPS, a Temporary Worker can apply externally from day 1, but has to complete 12 months before applying as an internal candidate.	Service Provider, Manager, Temporary Worker
3. Temporary workers are encouraged to inform their line manager of their intention to apply for a permanent or fixed term contract role with in the business.	Service Provider, Manager, Temporary Worker
4. A Temporary worker should not be placed on a secondment. Secondments, by definition are for employees only. If a temporary worker is required to move business area, the manager should inform the Service Provider using a contractor variation form on The Solution or a vacancy authorisation Requisition must be completed and agreement reached between existing and new line managers.	Service Provider, Manager, Temporary Worker  Manager
5. Temporary workers who want to move from one temporary position to another, within a Functional Body must have authorisation from their current line manager to do so. Both hiring managers should discuss where the business priorities lie and consult with the relevant HR Business Partners for the respective areas or the Contract Manager.  Where a Temporary Worker moves from one Functional Body to another, the Contract Manager of the substantive Functional Body reserves the right not to agree to the transfer to another Functional Body.	The Contract Manager/Team
6. When comparing and considering pay rates on the system, it is not adequate to compare pay	The Service Provider

and charge rates alone, proper consideration must be given to Umbrella, PAYE and Limited company statuses as well as AWR uplift if applicable.	
<p>7. For commercial purposes, hires will be made by default between the min and 'average' rate. The average rate is the average amount earned by workers in that role as shown on the rate card, between the min and average and on the rate card in line with percentage KPI targets.</p> <p>Where a hire needs to be made at a higher rate above the average rate, to the maximum of the rate card this must be approved by the appropriate authority.</p> <p>Authorisation is required from the Contract Manager or the Hiring Manager's senior manager at a seniority level to be agreed at Implementation for each Functional Body.</p> <p>The Authority will actively monitor and report on every hire against the mid point KPI target.</p>	The Service Provider

#### 9. Moving status or agency while on assignment

Action	Accountability and timescales
<p>1. A temporary worker may move from any of the following statuses: PAYE or Umbrella, without IR35 testing. Where a worker wishes to change status to PSC Ltd company, the Service Provider must consult with the authorised person agreed at Implementation in the Functional Body or follow the process agreed at Implementation.</p> <p>2. For all moves within Umbrella Company, PAYE and Ltd companies, the charge rate to the Authority shall not increase</p>	The Service Provider

Tax status – IR35 payments and umbrella companies (A worker cannot change from inside to outside IR35 performing the same role).

Action	Accountability and timescales
<p>1. The Authority does not permit the Service Provider or its Lead Providers, Secondary Providers or any of its supply chain to pay tax on behalf of a Temporary Worker's Personal Service Company via an umbrella company or similar arrangements. Personal Service Companies must be paid directly as in point 3 below.</p> <p>2. Umbrella Companies shall only be used for the payment of individual Temporary Workers, for the avoidance of doubt that means individuals and in no circumstance, Limited Companies or Personal Service Companies</p>	The Service Provider

<p>3. Only Personal Service Companies with a pay status of outside of IR35 reflected on The Solution shall be paid as such and then directly into their limited company by the Service Provider or their Secondary Suppliers or the Lead Supplier or their Secondary Suppliers who already deliver recruitment and these suppliers shall not be engaged for the sole purpose of acting as intermediaries for IR35 and payroll purposes</p> <p>4. Sole traders are not permitted on assignment as Temporary Workers to The Authority</p>	
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#### **10. External resources (AWR)**

Department for Business Innovation and Skills:

[https://www.gov.uk/government/uploads/system/uploads/attachment\\_data/file/32121/11-949-agency-workers-regulations-guidance.pdf](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/32121/11-949-agency-workers-regulations-guidance.pdf)

## 11. AWR implementation timetable

**It shall be the accountability of the Service Provider to oversee the following actions.**

The Service Provider is accountable for ensuring the checks are carried out and recorded on The Solution with data as highlighted below so that the Contract Manager or The Authority can run reports for audit purposes:

- a) AWR minimum rate checked by (full name of the person from the Service Provider who carried out the check)
- b) Date AWR checked against the minimum pay rate or to the instructions of the Functional Body below
- c) Date AWR amended on The Solution
- d) Full name of person amending AWR on The Solution

The gross annual salary shall be used to determine the daily rate (260 working days per year excluding holiday pay) or more, depending on holiday allowance for the Functional Body. These calculations shall be based on the actual pay rate and not include statutory employer costs for Temporary Workers such as ENIC, employer's pension contributions, apprenticeship levy.

Date	Action	Accountability
Annually: Within 2 weeks of the award date of pay rises for each Functional Body	Supply pay scales to Service Provider  All AWR changes to be made within 12 weeks of the pay data being instructed by The Authority	Contract Manager  The Service Provider
Weekly	Weekly checks for workers at the end of week 12 to increase pay inline with AWR	Service Provider  Contract Manger/Team



## 12. Functional Body specific requirements – Transport for London

Date	Action	Accountability
<p>Roles, grades and bands with Salary ranges</p> <p>Annually, within 12 weeks of data being supplied</p>	<p>Apply AWR pay to ensure minimum Zone B threshold for Band 2+</p> <p>For Band 1 roles apply the minimum of the band for Band 1</p> <p>All AWR changes to be made within 12 weeks of the commencement date, backdating where necessary.</p> <p>This must be completed within 12 weeks of receiving the employee pay data from the Contract Manager</p>	<p>The Service Provider</p>
<p>Roles with spot salaries and named roles</p> <p>Annually: Within 12 weeks of the new pay data being data being supplied to the Service Provider</p>	<p>This action applies to the following roles only:</p> <p><b>Area 1</b> All roles on spot salaries at the Acton and Stratford workshops including REW including the following roles but not limited to:</p> <p>Electrical Mechanical Fitter Mechanical Fitter Welder</p> <p><b>Area 2</b> All roles on equivalent spot salaries or declared rates within TfL's Contact Centre Operations Team including but not limited to:</p> <p>Customer Service Advisor Customer Service Team Leader</p> <p><b>Area 3</b> All roles on equivalent spot salaries or declared rates within TfL's Taxi and Private Hire operation including but not limited to:</p> <p>Reservationist Reservations Team Leader Dial a Ride Driver</p> <p><b>Action required:</b></p>	<p>Contract Manager will notify The Service Provider of the changes via the Authority's rate card</p> <p>Service Provider will apply the changes onto The Solution and to the Temporary Worker's pay.</p> <p>Contract Manager to check this has been applied</p>

	<p>Apply AWR pay to ensure the minimum spot salary pay is checked recorded</p> <p>All AWR changes to be made within 12 weeks of the commencement date, backdating where necessary.</p> <p>This must be completed within 12 weeks of receiving the employee pay data from The Authority</p>	
Weekly	Weekly checks for workers at the end of week 12 to increase pay inline with AWR by checking Temporary Worker pay against permanent salary equivalent	Service Provider - weekly
Pay ranges and information	The pay ranges shown below shall be updated annually	Contract Manager

## PAY RANGE

This is the pay range for Payband 1.

We'll negotiate the annual pay review budget with the trade unions as usual and then you'll receive any agreed increase, as long as you achieve a performance rating of 2 or more.

This means you have the opportunity to receive the negotiated pay increase, as long as your pay is within the pay range.

## Cash award

If you already earn more than the maximum of the pay range, you'll still be rewarded. You will receive the percentage of salary we agree for the new pay increase as a separate, one-off cash sum\*.

\*non consolidated, taxable lump sum

