

**SCHEDULE H****MANAGEMENT OF ENGAGED PERSONNEL****1. DUTIES**

- 1.1 The Supplier shall (and shall ensure that any member of the Supplier Group or any Sub-contractor shall) ensure that each Member of the Engaged Personnel executes, prior to commencing his or her Placement, a Letter of Placement (Appendix 1) and a Privilege and Confidentiality Agreement (Appendix 2), ensuring all Personnel complete a Pre-mobilisation Checklist in accordance with Appendix 3 to this Schedule H and that they meet the mobilisation requirements. The Supplier shall (and shall ensure that any member of the Supplier Group or any Sub-contractor shall) procure that the relevant Member of the Personnel complies with all the obligations contained in his or her respective Letter of Placement.
- 1.2 The Authority shall:
- 1.2.1 not require any Member of the Engaged Personnel to enter into any arrangement on behalf of the Authority which is outside the normal course of business or his or her normal duties;
  - 1.2.2 not, and shall not require any Member of the Engaged Personnel to, do anything that shall breach his or her Employment Contract (provided a copy of that Employment Contract has been provided to the Authority) and the Authority shall have no authority to vary the terms of that Employment Contract or make any representations to the Member of the Engaged Personnel in relation to the terms of such Employment Contract;
  - 1.2.3 take such steps as may be reasonably requested by the Supplier so as to ensure that the Supplier (or, where relevant, a member of the Supplier Group or a Sub-contractor) is able to comply with its obligations under the Employment Contracts in respect of working time and holidays; and
  - 1.2.4 reimburse the Supplier for T&S Costs incurred by the Personnel where permitted in accordance with Paragraph 7.2 (Travel and Subsistence for Personnel) and provided that the Supplier has complied with Paragraph 7.5.
- 1.3 The Supplier shall (and, where relevant, shall procure that a member of the Supplier Group or a Sub-contractor):
- 1.3.1 make each Member of the Engaged Personnel available to the Authority to provide Services for the applicable Engagement during the relevant Member of the Engaged Personnel's normal working hours under their Employment Contract (save where he or she is unavailable by reason of incapacity or other leave entitlement or authorised absence);

- 1.3.2 provide each Member of the Engaged Personnel with the salary and benefits to which he or she is entitled from time to time under his or her Employment Contract;
- 1.3.3 account to the appropriate authorities for all income tax, employee's and employer's National Insurance contributions payable in respect of the earnings and benefits paid or provided to all Engaged Personnel;
- 1.3.4 in respect of 1.3.3 above, and in compliance with Chapter 10 Income Tax (Earnings & Pensions) Act 2003 as it may be amended from time to time, complete a CEST (Check Employment Status for Tax) Assessment in relation to Engaged Personnel delivering services under Mode 2, 2a, 3 or 4. All Engaged Personnel placed under Mode 1 or 1a are considered to fall 'inside IR35' and are considered, for tax purposes, subject to PAYE.
- 1.3.5 work, and ensure that all Engaged Personnel work, in the spirit of collaboration, and in accordance with the Partnering Arrangement as per Annex E to Schedule B and do not, by any act or omission, endanger the successful delivery of the Services, or the reputation of the Authority or the Supplier;
- 1.3.6 comply with its obligations (express and implied) under the Employment Contracts; and
- 1.3.7 except where the Supplier obtains the Authority's approval, not permit or authorise any Engaged Personnel to carry out duties or provide services other than for the Authority.

## **2. MANAGEMENT**

- 2.1 The Supplier shall (or, where relevant, shall procure that a member of the Supplier Group or a Sub-contractor shall) be solely responsible for dealing with any Management Issues concerning each Member of the Engaged Personnel during their Engagement.
- 2.2 The Supplier shall use all reasonable endeavours to procure that Engaged Personnel shall co-operate reasonably with the Authority on day-to-day matters arising in relation to the provision of the Services.
- 2.3 During their Engagement, Engaged Personnel shall remain subject to the Supplier's (or, where relevant, member of the Supplier Group's or Sub-contractor's) grievance and disciplinary procedures in respect of matters occurring during their Engagement. The Supplier shall be responsible for the conduct of any grievance or disciplinary proceedings in respect of Engaged Personnel.
- 2.4 The Authority shall:
  - 2.4.1 as soon as reasonably practicable, refer any and all Management Issues (including any issues relating to any alleged failure by Engaged Personnel to provide reasonable co-operation in accordance with Paragraph 2.2 above) to the Supplier;

- 2.4.2 as necessary, co-operate with the Supplier (or, if the employer, the member of the Supplier Group or Sub-contractor) in providing evidence relating to any Engaged Personnel for use in relation to any Management Issues, including in relation to any disciplinary procedure;
- 2.4.3 provide any other reasonable assistance to the Supplier (or, where relevant, a member of the Supplier Group or a Sub-contractor) in any steps the Supplier (or, where relevant, a member of the Supplier Group or Sub-contractor) may take under its grievance or disciplinary procedures in relation to Engaged Personnel; and provide the Supplier (or, where relevant, a member of the Supplier Group or a Sub-contractor) with all such reasonable assistance, information and documentation as the Supplier (or, where relevant, a member of the Supplier Group or a Sub-contractor) may reasonably require in order to deal with any Management Issues, whether under the Supplier's (or, where relevant, a member of the Supplier Group's or a Sub-contractor's) internal procedures or before any court or tribunal.

### **3. LEAVE, SICKNESS OR OTHER ABSENCE**

- 3.1 During their Engagement, Engaged Personnel shall continue to be entitled to annual leave, public/privilege holidays, sick leave and other absence (including compassionate, maternity, paternity or adoption leave) applicable to his or her employment with the Supplier (or, where relevant, a member of the Supplier Group or a Sub-contractor) and in accordance with the Employment Contract, and shall remain subject to the Supplier's (or, where relevant, a member of the Supplier Group or a Sub-contractor) approval and notification policies and procedures.
- 3.2 The Supplier shall consult with the Authority before it (or, where relevant, a member of the Supplier Group or a Sub-contractor) approves any holiday request and shall notify the Authority as soon as reasonably practicable in relation to a member of the Engaged Personnel's absence from work for any other reason.

#### **4. DELEGATION OF DUTIES**

- 4.1 Where any of the Engaged Personnel are on annual leave, sick leave, bereavement leave or any other form of authorised absence for more than five (5) Business Days, the Supplier shall procure that (or shall procure that the relevant member of the Supplier Group or the relevant Sub-contractor (as applicable) shall procure that) they shall delegate in advance or as soon as reasonably practicable their duties to other Engaged Personnel. If any such delegation of duties shall be for a period of more than two (2) weeks the Supplier (or, where relevant, a member of the Supplier Group or a Sub-contractor) shall request the prior Approval of the Authority. The Supplier shall procure that all delegations of duties by Engaged Personnel pursuant to this Paragraph 4.1 **Error! Reference source not found.** shall be notified by such Engaged Personnel to the Authority Delivery Team (ADT) in advance or as soon as reasonably practical (with details of the identity of the member of the Engaged Personnel to whom such duties have been delegated and the period of delegation). There shall be no additional cost for the Authority in connection with any such delegation.

#### **5. REMOVAL AND REPLACEMENT OF ENGAGED PERSONNEL**

##### **5.1 Authority right to request Replacement of Engaged Personnel**

- 5.1.1 The Authority shall have the right to request the Supplier to replace any member of the Engaged Personnel by giving the Supplier not less than five (5) Business Days prior written notice of the Member of the Engaged Personnel who is to be replaced, including where there is a Quality and/or Performance Issue in respect of Personnel.

##### **5.2 Authority right to request Removal of any Member of the Engaged Personnel**

- 5.2.1 The Authority may by written notice to the Supplier require the removal of any member of the Engaged Personnel by giving the Supplier not less than five (5) Business Days prior written notice and replacement within five (5) Business Days of receipt of such Notice, if such Member of the Engaged Personnel:
- (A) has become incapable of performing his or her duties through illness or incapacity for a consecutive period of more than twenty (20) Business Days;
  - (B) in the reasonable opinion of the Authority, has demonstrated a level of performance that is unsatisfactory in any material respect or prejudicial to the working relationship of the Authority with the Supplier or with any of the Authority Related Parties;
  - (C) in the reasonable opinion of the Authority, does not have the Required Skills;
  - (D) acts in a manner which, in the reasonable opinion of the Authority, is materially damaging or potentially materially damaging to the Authority or which is likely to bring the Authority into disrepute;

- (E) is in breach of any Applicable Law or Authority policy relating to a security matter;
  - (F) fails a drug or alcohol test;
  - (G) does not comply with the Letter of Placement;
  - (H) has committed a Prohibited Act; or
  - (I) has been rated by the Authority as "unsatisfactory" or "poor" pursuant to the Personnel Performance Questionnaire on 2 consecutive occasions.
- 5.2.2 The Authority may by written notice to the Supplier require the removal of any Engaged Personnel with immediate effect and replacement within five (5) Business Days if the Authority exercises its rights pursuant to Paragraphs 1.12.3(A), 2.5, 4.1.1(A) or 4.2.1(A) of Schedule F (COI Compliance Regime).
- 5.2.3 Prior to giving notice under Paragraphs 5.2.1 or **Error! Reference source not found.**, the Authority shall consult with the Supplier and advise the Supplier of its concerns relating to the relevant Member of the Engaged Personnel.
- 5.2.4 If any Member of the Engaged Personnel is dismissed on the grounds listed in Paragraphs 5.2.1 **Error! Reference source not found.**, **Error! Reference source not found.**, **Error! Reference source not found.**, **Error! Reference source not found.**, **Error! Reference source not found.**, **Error! Reference source not found.** or **Error! Reference source not found.** then from the date of their dismissal, the Supplier shall not use that person in the performance of the Services.

### 5.3 **Death or termination of employment**

- 5.3.1 Where any Placement, or appointment to the Supplier Delivery Team terminates on the:
- (A) death of a member of the Engaged Personnel; or
  - (B) termination of the relevant Engaged Personnel's employment with the Supplier (or, where relevant, a member of the Supplier Group or a Sub-contractor), the Supplier shall provide written notice of such termination, and shall nominate a replacement within five (5) Business Days.
- 5.3.2 Supplier right to terminate an Engagement for Engaged Personnel grievance
- 5.3.3 The Supplier may terminate any Engagement with immediate effect by written notice if the Supplier (or, where relevant, a member of the Supplier Group or a Sub-contractor) upholds a grievance of any Engaged Personnel relating to his or her Engagement and the Authority refuses or fails to take steps reasonably necessary for resolution of such Engaged Personnel's grievance.

**5.4 General**

5.4.1 Where any Member of the Engaged Personnel is removed or dismissed or their Engagement terminates for any reason in accordance with this Paragraph 5 (Removal and Replacement of Engaged Personnel), (subject to any specific requirements referred to above):

- (A) the Supplier shall as soon as possible (and in any event within five (5) Business Days of becoming aware of the need to find a replacement) nominate a replacement.
- (B) the Fee payable for such replacement shall not increase during the original term of the Approved Tasking Order from the Fee identified in such Approved Tasking Order; and

- 5.5 In case of such replacement the Supplier shall (other than in the case of a replacement under Paragraph 5.2.4) procure the completion of any handover that may be required at no charge to the Authority.
- 5.6 The Supplier shall indemnify the Authority fully from and against all Losses arising as a result of or in connection with any claims or allegations made by any Engaged Personnel in connection with their removal pursuant to this Paragraph 5 (Removal and Replacement of Engaged Personnel).
- 5.7 The removal and replacement of any Engaged Personnel pursuant to this Paragraph 5 (Removal and Replacement of Engaged Personnel) shall not excuse the Supplier from any of its obligations under this Agreement.

## **6. HEALTH AND SAFETY**

- 6.1 Without limiting the Supplier's obligation to comply with its Business Continuity Plan, the Authority shall be responsible for complying with all duties in relation to Engaged Personnel's health, safety and welfare when on the Authority's sites.
- 6.2 The Authority shall comply with any reasonable request by the Supplier for information relating to the health and safety of any Engaged Personnel during their Engagement.
- 6.3 The Supplier shall notify the Authority of any health and safety hazards, risks associated with such hazards, or precautions which should be taken emanating from such risks resulting from work to be performed under this Agreement at an Authority site, in accordance with clause 39 (Supplier's Personnel at Government Establishments).

## **7. ADMINISTRATIVE MATTERS**

### **7.1 Contact requirements for Personnel and Supplier Delivery Team Personnel**

The Supplier shall ensure that it has at all times provided up to date contact details for each member of the Engaged Personnel as follows:

- 7.1.1 the email contact for that member of the Engaged Personnel (which shall be an email contact using an email address specific to the Supplier); and
- 7.1.2 a mobile phone number for that member of the Engaged Personnel.

### **7.2 Travel and Subsistence for Personnel**

- 7.2.1 The amount of remote working vs in-person attendance will vary for each role. Where the role permits, the Authority will support a blended working approach between the specified Base Location of the host team with the remainder of the working week being worked remotely or from home, alternatively known as hybrid working.

- 7.2.2 The Supplier acknowledges and agrees that travel and subsistence costs and expenses for Personnel shall only be payable by the Authority where:
- 7.2.2.1. the member of the Personnel is directed by the Authority to travel to work at other sites to those identified as a Base Location in the Approved Tasking Order ;
  - 7.2.2.2. the Supplier has the prior written agreement of the Authority to incur such costs and expenses as set out in an Approved Tasking Order;
  - 7.2.2.3. where no limit of liability for travel and subsistence is set out in the Approved Tasking Order, a Change Request must be made to include an appropriate limit of liability in the event that it is required; and
  - 7.2.2.4. the costs and expenses comply with the limits identified in Paragraph 7.5 and no other such costs or expenses shall be payable under this Agreement.
- 7.3 The Supplier shall submit claims for travel and subsistence expenses in a format acceptable to the Authority (acting reasonably) and shall detail travel and subsistence costs and expenses separately for each Approved Tasking Order and in relation to each individual member of the Personnel.
- 7.4 No amount shall be payable by the Authority without evidence acceptable to the Authority (acting reasonably) of the costs and expenses having been incurred and the Authority shall not pay any handling charge, fee or profit element or VAT in respect of the Supplier issuing claims to the Authority in respect of such costs and expenses.
- 7.5 The limit on, and categories of claims for, travel and subsistence costs and expenses shall be as prescribed by the DE&S [Business-Travel-Guide.docx \(sharepoint.com\)](#) (unless otherwise provided in an Approved Tasking Order) and shall not be amended during the Term:
- 7.5.1 the Supplier may claim within the detailed subsistence limits set out below, which shall not include claims for alcohol:
  - 7.5.2 the Supplier may claim for car journeys made in the performance of an Approved Tasking Order at the rate of forty five (45) pence per mile (including VAT);
  - 7.5.3 the Supplier may not make any claim for the cost of or any deductible payable under a vehicle insurance policy; and
  - 7.5.4 in exceptional circumstances and with the prior authorisation of the Authority, where it is deemed to be in the public interest, the Supplier may request reimbursement for short-term car hire to meet the performance requirements of an Approved Tasking Order.
  - 7.5.5 Wherever possible, the Supplier shall procure that Personnel use any benefits obtained as a direct consequence of the Supplier's performance



under the Agreement when undertaking further travel (for example including air miles) and the Supplier shall offset any savings against the costs of further travel required in the performance of an Engagement.

**7.6 Desk booking – Abbey Wood**

7.7 The Supplier shall procure that Engaged Personnel who attend Abbey Wood comply with the Authority's desk booking arrangements and shall use the Authority Facilities Management system to forward-book:

7.7.1 meeting rooms, hot-desks, and video conferencing suites; and

7.7.2 visitor access and passes for all Engaged Personnel not located on-site.

7.8 The Supplier shall procure that Engaged Personnel at other sites shall adhere to the relevant booking arrangements at the site on which they are located, the details of which shall be set out in each Approved Tasking Order.

**7.9 Visitors on Authority sites**

If the Supplier intends to bring visitors (including specialist resources) onto an Authority site, without limiting the Supplier's obligation to comply with Part XI (Security) of the Agreement, the Supplier shall:

7.9.1 obtain the prior approval of the Authority Delivery Team; and

7.9.2 if such approval is obtained, ensure that all visitors or specialist resources it brings onto Authority sites have been briefed on applicable site safety and security policies.

7.10 The Personnel may be required to visit other DE&S sites across the UK, in order to carry out the duties specified in the requirements of the role under the Approved Tasking Order. This will be identified in the Approved Tasking Order or agreed from time to time.

**8. LIABILITY FOR ENGAGED PERSONNEL**

8.1 The Supplier expressly acknowledges that Engaged Personnel are its (or, where relevant, a member of the Supplier Group's or its Sub-contractor's) employees.

8.2 The Supplier shall be liable to the Authority for all Losses which arise out of any negligence of any Engaged Personnel in connection with this Agreement or the Personnel Service

