

SCHEDULE 7

CALL-OFF TERMS AND CONDITIONS

(FOR USE BETWEEN THE CONTRACTING AUTHORITY AND THE PROVIDER)

CONTENT

1. INTERPRETATION
2. INITIAL CONTRACT PERIOD
3. EXTENSION OF INITIAL CONTRACT PERIOD
4. PROVIDER'S STATUS
5. PROVISION OF MANAGEMENT INFORMATION
6. CONTRACTING AUTHORITY OBLIGATIONS
7. ENTIRE AGREEMENT
8. NOTICES
9. MISTAKES IN INFORMATION
10. CONFLICTS OF INTEREST
11. PREVENTION OF FRAUD
12. SUPPLY OF SERVICES
13. THE SERVICES
14. MANNER OF PROVIDING SERVICES
15. CONTRACT PERFORMANCE
16. KEY PERSONNEL
17. PROVIDERS STAFF

PAYMENT AND CONTRACT PRICE

18. CONTRACT PRICE
19. PAYMENT AND VAT
20. SET OFF
21. RECOVERY OF SUMS DUE

STATUORY OBLIGATIONS AND REGULATIONS

22. PREVENTION OF BRIBERY AND CORRUPTION
23. DISCRIMINATION
24. THE CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

25. ENVIRONMENTAL REQUIREMENTS

26. HEALTH AND SAFETY

PROTECTION OF INFORMATION

27. DATA PROTECTION

28. FREEDOM OF INFORMATION ACT AND ENVIRONMENTAL INFORMATION REGULATIONS

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

30. CONFIDENTIAL INFORMATION

31. PUBLICITY, MEDIA AND OFFICIAL ENQUIRIES

32. SECURITY

33. INTELLECTUAL PROPERTY RIGHTS

34. RECORDS AND AUDIT ACCESS

CONTROL OF CONTRACT

35. TRANSFER AND SUB CONTRACTING

36. WAIVER

37. VARIATION

38. SEVERABILITY

39. REMEDIES IN THE EVENT OF INADEQUATE PERFORMANCE OF THE SERVICES

40. CUMULATIVE REMEDIES

41. MONITORING OF CONTRACT PERFORMANCE

LIABILITIES

42. LIABILITY, INDEMNITY AND INSURANCE

43. PROFESSIONAL INDEMNITY

44. TAXATION, NATIONAL INSURANCE AND EMPLOYMENT LIABILITY

45. WARRANTIES AND REPRESENTATIONS

DEFAULT, DISRUPTION, SUSPENSION AND TERMINATION

46. SUSPENSION

47. TERMINATION

48. BREAK

49. FRAMEWORK AGREEMENT

- 50. CONSEQUENCES OF EXPIRY OR TERMINATION
- 51. DISRUPTION
- 52. RECOVERY UPON TERMINATION
- 53. FORCE MAJEURE

DISPUTES AND LAW

- 54. GOVERNING LAW
- 55. TUPE
- 56. DISPUTE RESOLUTION

APPENDIX 1 – ORDER FORM

APPENDIX 2 – PRICES FOR SERVICES

APPENDIX 3 – ADDITIONAL SERVICES

APPENDIX 4 - VARIATION FORM

APPENDIX 5 - KEY PERFORMANCE INDICATORS

APPENDIX 6 - DATA, SYSTEMS HANDLING AND SECURITY

APPENDIX 7 - PAYMENT PROFILE AND MILESTONES

APPENDIX 8 - SUSTAINABILITY

APPENDIX 9 - EXIT PLAN

APPENDIX 10 - PROVIDER'S SOLUTION

1. INTERPRETATION

In the Contract unless the context otherwise requires the following provisions shall have the meanings given to them below: -

“Additional Services”	means additional services as may be requested by YPO and/or the Contracting Authority. This may include but is not limited to payroll support and temporary staff being made permanent. Details of Additional Services are provided within the specification
“AWR” and “Agency Worker Regulations”	means The Agency Worker Regulations 2010 (as amended from time to time)
“Applicant”	means a person whose curriculum vitae (“CV”) is submitted to the Contracting Authority by the Provider for consideration for a Permanent Placement or Temporary Placement
"Approval" and "Approved"	means the written consent of the Contracting Authority not to be unreasonably withheld or delayed
“Authority”	means YPO or any other Contracting Authority (if applicable)
"Audit"	means an audit carried out pursuant to Clause 34
"Auditor"	means the National Audit Office or an auditor appointed by the Audit Commission as the context requires or such other auditor as may have been appointed in relation to the Contracting Authority
“Base Location”	means the location, specified by the Contracting Authority (in the Order Form) at which the majority of the Services shall be delivered
"Basic Working and Employment Conditions"	means those terms and conditions that are ordinarily included in the contracts of comparable employees or workers, as further defined by Regulation 5 of the AWR
“Central Government Authority/Authorities”	means the Crown and all bodies listed in Schedule 1 of the Public Contracts Regulations 2015 (whether or not they perform their functions on behalf of the Crown), but does not include Her Majesty in her private capacity
“Change of Law”	means any change to or introduction of any Law coming into force or having effect after the Effective Date (and which could not have reasonably been anticipated by the Provider prior to the Effective Date) which: (i) relates specifically to the business or operations of the Contracting Authority only; or

	<p>(ii) relates specifically to the provision of the Contract Services</p> <p>and which in either case, would require the Provider to incur demonstrable and material additional costs or expenses to enable it to continue providing the Contract Services in accordance with this Contract.</p>
"Commencement Date"	means the date set out in the Order Form
"Commercially Sensitive Information"	means the Confidential Information listed in the Order Form comprised of information which is provided by the Provider and designated as commercially sensitive information by the Contracting Authority for the period set out in that Order Form
"Conduct Regulations"	shall mean the Conduct of Employment Agencies and Employment Businesses Regulations 2003 (as amended from time to time).
"Confidential Information"	<p>means: -</p> <p>(a) any information which has been designated as confidential by either Party in writing or that ought to be considered as confidential (however it is conveyed or on whatever media it is stored) including information the disclosure of which would, or would be likely to, prejudice the commercial interests of any person, trade secrets, Intellectual Property Rights and know-how of either Party and all personal data and sensitive personal data within the meaning of the DPA; and</p> <p>(b) the Commercially Sensitive Information,</p> <p>and does not include any information: -</p> <p>(i) which was public knowledge at the time of disclosure (otherwise than by breach of Clause 29 (Confidential Information));</p> <p>(ii) which was in the possession of the receiving Party, without restriction as to its disclosure, before receiving it from the disclosing Party;</p> <p>(iii) which is received from a third party (who lawfully acquired it) without restriction as to its disclosure; or</p> <p>(iv) is independently developed without access to the Confidential Information</p>
"Contract"	means the written agreement between the Contracting Authority and the Provider consisting of the Order Form and these clauses save that for the purposes of Clause Interpretation only, reference to Contract shall not include the Order Form

"Contract Period"	means the period from the Commencement Date to: - <ul style="list-style-type: none"> (a) the date of expiry set out in Clause 2 (Initial Contract Period); or (b) following an extension pursuant to Clause 3 (Extension of Initial Contract Period), the date of expiry of the extended period; or (c) such earlier date of termination or partial termination of the Contract in accordance with the Law or the provisions of the Contract
"Contract Price"	means the price (exclusive of any applicable VAT), payable to the Provider by the Contracting Authority under the Contract, as set out in the Order Form, for the full and proper performance by the Provider of its obligations under the Contract
"Contracting Authority"	means YPO and any Contracting Authority for the purposes of the Public Contracts Regulations 2015 and as identified in the Order Form
"Crown"	means the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Executive and the National Assembly for Wales), including, but not limited to, government ministers and government departments and particular Authorities, persons, commissions or agencies from time to time carrying out functions on its behalf
"Data Controller"	has the meaning given to it in the Data Protection Legislation, as amended from time to time
"Data Loss Event"	means any event that results, or may result, in unauthorised access to Personal Data under this Call Off Contract, and/or actual or potential loss and/or destruction of Personal Data in breach of this Call Off Contract, including any Personal Data breach
"Data Processor"	has the meaning given to it in the Data Protection Legislation, as amended from time to time
"Data Protection Legislation" or "DPA"	means the General Data Protection Regulations 2016 (Regulation (EU) 2016/679) , the Data Protection Act 2018 as amended from time to time and all applicable laws and regulations relating to processing of personal data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation
"Data Subject"	has the meaning given to it in the Data Protection Legislation, as amended from time to time

"Data Subject Access Request"	means a request made by a Data Subject in accordance with rights granted pursuant to the DPA to access his or her Personal Data
"Default"	means any breach of the obligations of the relevant Party (including but not limited to fundamental breach or breach of a fundamental term) or any other default, act, omission, negligence or negligent statement of the relevant Party or the Staff in connection with or in relation to the subject-matter of the Contract and in respect of which such Party is liable to the other
"Deliverables"	means those deliverables listed in the Order Form
"Employee"	shall mean an Applicant who has been retained by the Contracting Authority as a permanent employee
"Environmental Information Regulations" or "EIR"	means the Environmental Information Regulations 2004 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such regulations
"Extension Period"	means such period or periods as may be specified by the Contracting Authority pursuant to Clause 3
"Fees"	means the fees payable for the Services in accordance with Appendix 2 of the Contract
"FOIA"	means the Freedom of Information Act 2000 and any subordinate legislation made under this Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such legislation
"Force Majeure"	<p>means any event or occurrence which is outside the reasonable control of the Party concerned and which is not attributable to any act or failure to take preventative action by that Party, including fire; flood; violent storm; pestilence; explosion; malicious damage; armed conflict; acts of terrorism; nuclear, biological or chemical warfare; or any other disaster, natural or man-made, but excluding: -</p> <ul style="list-style-type: none"> (a) any industrial action occurring within the Provider's or any Sub-Contractor's organisation; or (b) the failure by any Sub-Contractor to perform its obligations under any sub-contract (save where such failure is itself due to an event that would otherwise fall within this definition of Force Majeure); (c) any law or action taken by a government or public authority, including without limitation imposing an export or import restriction,

quota or prohibition, or failing to grant a necessary licence or consent;

"Framework Agreement"	means the framework agreement for the provision Services between YPO and the Provider
"Fraud"	means any offence under Laws creating offences in respect of fraudulent acts or at common law in respect of fraudulent acts in relation to the Contract or defrauding or attempting to defraud or conspiring to defraud YPO, a Contracting Authority or the Contracting Authority
"Good Industry Practice"	means standards, practices, methods and procedures conforming to the Law and the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or Contracting Authority engaged in a similar type of undertaking under the same or similar circumstances
"Improvement Notice"	means a notice issued on the Provider to improve minor defaults of the Framework Agreement, the Contract or the Order Form instructing the Provider to improve or remedy any minor defaults in the provision of the Services
"Information"	has the meaning given under section 84 of the FOIA
"Intellectual Property Rights" and "IPRs"	means patents, inventions, trademarks, service marks, logos, design rights (whether registerable or otherwise), applications for any of the foregoing, copyright, database rights, domain names, trade or business names, moral rights and other similar rights or obligations whether registerable or not in any country (including but not limited to the United Kingdom) and the right to sue for passing off
"Invitation to Tender (ITT)"	means the invitation to tender issued by YPO on 5 th August 2019
"Key Personnel"	means any individual identified in the Order Form as being key personnel
"Law"	means any applicable Act of Parliament, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, exercise of the royal prerogative, enforceable community right within the meaning of Section 2 of the European Communities Act 1972, regulatory policy, guidance or industry code, judgment of a relevant court of law, or directives or requirements of any Regulatory Authority of which the Provider is bound to comply
"Material Default"	means any breach of clauses 10 (Conflict of Interest), 22 (Prevention of Bribery and Corruption), 26 (Health and Safety), 27 (Data Protection Act), 28 (Freedom of Information Act and Environmental Information Regulations), 34 (Records and Audit Access), 34

(Transfer and Sub-Contracting), 45 (Warranties and Representations)

“Minor Default”	means any breach of the Call-Off Contract or the Order Form which may be either a partial breach or a breach not so severe as to warrant a Material Default
"Month"	means calendar month
"Order" and “Order Form”	means the order for Services submitted to the Provider by any Contracting Authority in accordance with the Ordering Procedures. The Order Form is at Appendix 1
"Parent Company"	means any company which is the ultimate Holding Company of the Provider or any other company of which the ultimate Holding Company of the Provider is also the ultimate Holding Company, and which is either responsible directly or indirectly for the business activities of the Provider or which is engaged by the same or similar business to the Provider. The term "Holding Company" shall have the meaning ascribed in Section 1261 of the Companies Act 2006 or any statutory re-enactment or amendment thereto
"Party"	means the Provider or the Contracting Authority
“Permanent Placement”	means a permanent position for an Applicant with a Contracting Authority
“Placement”	means a Permanent Placement and/or Temporary Placement, as appropriate
“Personal Data”	has the meaning given to it in the Data Protection Legislation as amended from time to time
"Pre-Existing IPR"	means any Intellectual Property Rights vested in or licensed to the Contracting Authority or the Provider prior to or independent of the performance by the Contracting Authority or the Provider of their obligations under the Contract and in respect of the Contracting Authority includes, guidance, specifications, instructions, toolkits, plans, data, drawings, databases, patents, patterns, models and designs
"Premises"	means the location where the Services are to be supplied, as set out in the Order Form
“Processing”	has the meaning given to it in the Data Protection Legislation but, for the purposes of this Call Off Contract, it shall include both manual and automatic processing and "Process" and "Processed" shall be interpreted accordingly
“Prohibited Act”	means any of the following acts, as described in the Bribery Act 2010: (a) to directly or indirectly offer, promise or give any person working for or engaged

by YPO or another Contracting Authority a financial or other advantage to:

- (i) induce that person to perform improperly a relevant function or activity; or
 - (ii) reward that person for improper performance of a relevant function or activity;
- (b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with this Agreement;
- (c) committing any offence:
- (i) under the Bribery Act;
 - (ii) under legislation creating offences concerning fraudulent acts;
 - (iii) at common law concerning fraudulent acts relating to this Call-off Contract; or

defrauding, attempting to defraud or conspiring to defraud YPO or any other Contracting Authority.

“Provider”

means the person, firm or company or organisation whom executes this Contract and includes any employee, agent, servant or representative of the Provider or person employed by on or on behalf of the Provider to provide the Services. For the avoidance of doubt a Provider can be a managed service provider, recruitment outsourcing process provider, talent pool provider, vendor management provider or a recruitment provider

“Provider’s Contract Manager”

means the person appointed by the Provider to manage the Contract

"Quality Standards"

means the quality standards published by BSI British Standards, the National Standards Authority of the United Kingdom, the International Organisation for Standardisation or other reputable or equivalent Authority (and their successor Authorities), that a skilled and experienced operator in the same type of industry or business sector as the Provider would reasonably and ordinarily be expected to comply with (as may be further detailed in the Order Form) and any other quality standards set out in the Order Form

"Regulations"

means the Public Contracts Regulations 2015 including any re-enactments

"Replacement Provider"	means any third-party Provider appointed by the Contracting Authority, to supply substantially similar Services, and which the Contracting Authority receives in substitution for any of the Services following the expiry, termination or partial termination of the Contract
"Request for Information"	shall have the meaning set out in the FOIA or the Environmental Information Regulations as relevant (where the meaning set out for the term "Request" shall apply)
"Restricted Country"	<p>means any country which:</p> <ul style="list-style-type: none"> a) is outside the European Economic Area; b) is not determined to be adequate by the European Commission pursuant to Article 25(6) of Directive 95/46/EC (together "Restricted Countries") as amended or replaced from time to time, including but not limited to the decisions made by the European Commission which may be accessed at http://ec.europa.eu/justice/data-protection/international-transfers/adequacy/index_en.htm; and <p>has not been confirmed by the Contracting Authority as a non-Restricted Country in writing from time-to-time</p>
"Services"	means the Services to be supplied as specified in the Order Form. For the avoidance of doubt where the Contracting Authority requires any services with a technology aspect, the definition of Services will include Technology Services
"Staff"	means all persons employed by the Provider to perform the Services together with the Provider's servants, agents, and Sub-Contractors used in the performance of its obligations under the Contract (but excluding for the avoidance of doubt any Temporary Workers)
"Staff Vetting Procedures"	means the Contracting Authority's Procedures and departmental policies for the vetting of personnel whose role will involve the handling of information or a sensitive of confidential nature or the handling of information which is subject to any relevant security measure
"Sub-Contractor"	means a company performing the Services or part of the Services on behalf of the Provider
"Sub-Processor"	means any third Party appointed to Process Personal Data on behalf of the Provider related to this Call Off Contract

“Technology Services”	means any services provided by the Provider which contain a technology aspect, including the vendor management system or the talent pool technology
“Temporary Placement”	means a position for a Temporary Worker with a Contracting Authority
“Temporary Worker”	means an Applicant who has been selected by a Contracting Authority to provide services on a temporary basis, whether as an individual, limited company contractor or otherwise and who shall be supplied by the Provider to provide his/her services to a Contracting Authority pursuant to this Agreement. For the avoidance of doubt, Temporary Workers shall be under the direction, supervision and control of the Contracting Authority but the Provider shall remain responsible for the overall management of the Temporary Worker. They shall not be considered to be “Staff” under this Framework Agreement
"Tender"	means the document(s) submitted by the Provider to the Contracting Authority in response to the Contracting Authority's invitation to Providers for formal offers to supply it with the Services
“Term”	means the period commencing on the Commencement Date and ending on [CONTRACT END DATE] or on earlier termination of this Call Off Contract
"VAT"	means value added tax in accordance with the provisions of the Value Added Tax Act 1994
"Working Days"	means any day other than a Saturday or Sunday or public holiday in England and Wales
“Year”	means a calendar year
“YPO”	means YPO, any employee, agent servant or representative of YPO or any other public authority or person employed on behalf of YPO

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

-
- 1.1 Words importing the singular meaning include where the context so admits the plural meaning and vice versa;
- 1.2 Words importing the masculine include the feminine and the neuter;
- 1.3 The words "include", "includes" and "including" are to be construed as if they were immediately followed by the words "without limitation";
- 1.4 References to any person shall include natural persons and partnerships, firms and other incorporated authorities and all other legal persons of whatever kind and however constituted and their successors and permitted assigns or transferees;
- 1.5 References to any statute, enactment, order, regulation or other similar instrument shall be construed as including any amendment by any subsequent enactment, modification, order, regulation or instrument;

- 1.6 Headings are included in the Contract for ease of reference only and shall not affect the interpretation or construction of the Contract;
- 1.7 Reference to a clause is a reference to the whole of that clause unless stated otherwise;
- 1.8 Reference to any employees of the Provider shall be deemed to include the Provider's agents and Sub-Contractors unless expressly stated otherwise; and
- 1.9 "Time" shall be construed to be British Summer Time or Greenwich Mean Time or any other arrangement prevailing generally within England for the time being during the Contract Period.

2. INITIAL CONTRACT PERIOD

- 2.1 The Contract shall take effect on the Commencement Date and shall expire automatically on the date set out in the Order Form, unless it is otherwise terminated in accordance with the provisions of the Contract, or otherwise lawfully terminated, or extended under Clause 3 (Extension of Initial Contract Period).

3. EXTENSION OF INITIAL CONTRACT PERIOD

- 3.1 Subject to satisfactory performance of its obligations under the Contract by the Provider during the Initial Contract Period, the Contracting Authority may, by giving written notice to the Provider not less than three (3) Months prior to the last day of the Initial Contract Period, extend the Contract for any further period specified in the Order Form. The provisions of the Contract will apply throughout any such extended period.

4. PROVIDERS STATUS

- 4.1 At all times during the Contract Period the Provider shall be an independent Provider and nothing in the Contract shall create a contract of employment, a relationship of agency or partnership or a joint venture between the Parties and, accordingly, neither Party shall be authorised to act in the name of, or on behalf of, or otherwise bind the other Party save as expressly permitted by the terms of the Contract.

5. PROVISION OF MANAGEMENT INFORMATION

- 5.1 The Provider shall submit Management Information to the Contracting Authority in the format and frequency agreed by both Parties prior to the start of the Contract.
- 5.2 The Contracting Authority may make reasonable changes to the Management Information which the Provider is required to supply and shall give the Provider at least one (1) Month's written notice of any changes. Any costs of providing information incurred as a result of these changes will be borne by the Provider.

6. CONTRACTING AUTHORITY OBLIGATIONS

- 6.1 Save as otherwise expressly provided, the obligations of the Contracting Authority under the Contract are obligations of the Contracting Authority in its capacity as a contracting counterparty and nothing in the Contract shall operate as an obligation upon, or in any other way fetter or constrain the Contracting Authority in any other capacity, nor shall the exercise by the Contracting Authority of its duties and powers in any other capacity lead to any liability under the Contract (howsoever arising) on the part of the Contracting Authority to the Provider.
- 6.2 The Contracting Authority will endeavour to have their Order annotated with the relevant Contract reference number, but this cannot be guaranteed on all Orders.
- 6.3 The Contracting Authority shall respond to any reasonable request for information from the Provider.

- 6.4 The Contracting Authority will assign an authorised representative who will liaise with the Provider's Contract Manager, to ensure both parties use reasonable endeavours to meet their contractual obligations.
- 6.5 The Contracting Authority shall ensure that all Orders are awarded in accordance with the provisions of the Framework Agreement and in accordance with the Public Contracts Regulations 2015 (and any subsequent re-enactment thereof).

7. ENTIRE AGREEMENT

- 7.1 Subject to the provisions of the Framework Agreement relating to Call-off Contracts, this Contract constitutes the entire agreement and understanding between the Parties in respect of the matters dealt within it and supersedes, cancels or nullifies any previous agreement between the Parties in relation to such matters.
- 7.2 Each of the Parties acknowledge and agree that in entering into the Contract it does not rely on, and shall have no remedy in respect of, any statement, representation, warranty or undertaking (whether negligently or innocently made) other than as expressly set out in the Contract. The only remedy available to either Party for any such statements, representation, warranty or understanding shall be for breach of contract under the terms of the Contract.
- 7.3 Nothing in Clauses 7.1 and 7.2 shall operate to exclude Fraud or fraudulent misrepresentation.
- 7.4 In the event of and only to the extent of any conflict between the Order Form, the clauses of the Contract and any document referred to in those clauses, the conflict shall be resolved in accordance with the following order of precedence: -
- 7.4.1 the Order Form
 - 7.4.2 the clauses of the Contract; and
 - 7.4.3 any other document referred to in the clauses of the Contract
- 7.5 For the avoidance of doubt any terms that the Provider may seek to impose and which in any way vary or contradict these Contract Order terms shall be excluded and not form part of the Order.
- 7.6 The Contract may be executed in counterparts each of which when executed and delivered shall constitute a duplicate original, but all the counterparts together shall constitute the one agreement.

8. NOTICES

- 8.1 Except as otherwise expressly provided within the Contract, no notice or other communication from one Party to the other shall have any validity under the Contract unless made in writing by or on behalf of the Party sending the communication.
- 8.2 Any notice or other communication which is to be given by either Party to the other shall be given by letter (sent by hand, post, registered post or by the recorded delivery service), or electronic mail. Such letters shall be addressed to the other Party in the manner referred to in Clause 8.3. Provided the relevant communication is not returned as undelivered, the notice or communication shall be deemed to have been given two (2) Working Days after the day on which the letter was posted, or four (4) hours, in the case of electronic mail or sooner where the other Party acknowledges receipt of such letters or item of electronic mail.
- 8.3 For the purposes of Clause 8.2, the address of each Party shall be:
- 8.3.1 For the Contracting Authority: the address set out in the Order Form.

8.3.2 For the Provider: the address set out in the Framework Agreement.

8.4 Either Party may change its address for service by serving a notice in accordance with this clause.

9. MISTAKES IN INFORMATION

9.1 Subject to any inputs from the Contracting Authority, the Provider shall be responsible for the accuracy of all documentation and information supplied to the Contracting Authority by the Provider in connection with the supply of the Services (excluding for the avoidance of doubt any candidate CV's) and shall pay the Contracting Authority any reasonable additional costs occasioned directly by any discrepancies, errors or omissions therein.

10. CONFLICTS OF INTEREST

10.1 The Provider shall take appropriate steps to ensure that neither the Provider nor any Staff are placed in a position where (in the reasonable opinion of the Contracting Authority), there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Provider and the duties owed to the Contracting Authority under the provisions of the Contract.

10.2 The Provider shall promptly notify the Contracting Authority (and provide full particulars to the Contracting Authority) if any conflict referred to in Clause 10.1 above arises or is reasonably foreseeable.

10.3 A Provider may be considered to have a conflict of interest, if the Provider:

- (a) Directly or indirectly controls, is controlled by or is under common control with another Provider;
- (b) Receives or has received any direct or indirect subsidy from another Provider;
- (c) Has the same legal representative as another Provider;
- (d) Has a relationship with another Provider, directly or through common third parties, that puts it in a position to influence another Provider regarding the provision of Services under this Contract;
- (e) Has a close business or family relationship with an employee of a Contracting Authority involved in the tendering of this Contract.

10.4 The Contracting Authority reserves the right to terminate the Contract immediately by giving notice in writing to the Provider and/or to take such other steps it deems necessary where, in the reasonable opinion of the Contracting Authority, there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Provider and the duties owed to the Contracting Authority under the provisions of the Contract. The actions of the Contracting Authority pursuant to this clause shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereafter accrue to the Contracting Authority.

11. PREVENTION OF FRAUD

11.1 The Provider shall take all reasonable steps, in accordance with Good Industry Practice, to prevent any Fraud by Staff and the Provider (including its shareholders, members and directors) in connection with the receipt of monies from the Contracting Authority.

11.2 The Provider shall notify the Contracting Authority immediately if it has reason to suspect that any Fraud has occurred or is occurring or is likely to occur.

11.3 If the Provider or its Staff commits any Fraud in relation to this or any other contract with YPO, a Contracting Authority or the Contracting Authority, the Contracting Authority may: -

11.3.1 terminate the Contract with immediate effect by giving the Provider notice in writing and recover from the Provider the amount of any loss suffered by the Contracting Authority resulting from the termination including the cost reasonably incurred by the Contracting Authority of making other arrangements for the supply of the Services and any additional expenditure incurred by the Contracting Authority throughout the remainder of the Contract Period; and/or

11.3.2 recover in full from the Provider any other loss sustained by the Contracting Authority in consequence of any breach of this clause.

12. SUPPLY OF THE SERVICES

12.1 The Provider shall supply the Services to the Contracting Authority in accordance with the provisions of the Contract.

12.2 The Provider shall:

12.2.1 comply with all reasonable instructions given to the Provider and its Staff by the Contracting Authority in relation to the Services from time to time, including reasonable instructions to reschedule or alter the Services;

12.2.2 immediately report to the Contracting Authority's Representative any matters which involve or could potentially involve a conflict of interest as referred to in Clause 10;

12.2.3 co-operate with the Contracting Authority and the Contracting Authority's other professional advisers in relation to the Services as required by the Contracting Authority;

12.2.4 comply with the Contracting Authority's internal policies and procedures and Government codes and practices in force from time to time (including policies, procedures, codes and practices relating to staff vetting, security, equality and diversity, confidentiality undertakings and sustainability) in each case as notified to the Provider in writing by the Contracting Authority including where applicable, but not limited to, such policies, procedures, codes and practices listed in Appendix 1 of the Order Form.

12.3 The Provider shall not:

12.3.1 knowingly act at any time during the term of the Contract in any capacity for any person, firm or company in circumstances where a conflict of interest between such person, firm or company and the Contracting Authority shall thereby exist in relation to the Contract Services; or

12.3.2 incur any expenditure which would result in any estimated figure for any element of the Contract Services being exceeded without the Contracting Authority's written agreement; or

12.3.3 without the prior written consent of the Contracting Authority, accept any commission, discount, allowance, direct or indirect payment, or any other consideration from any third party in connection with the provision of the Contract Services; or

12.3.4 pledge the credit of the Contracting Authority in any way; or

12.3.5 engage in any conduct which in the reasonable opinion of the Contracting Authority is prejudicial to the Contracting Authority;

- 12.3.6 without the prior written consent of the Contracting Authority, introduce new methods or systems which materially impact on the provision of the Ordered Services
- 12.4 Both Parties shall take all necessary measures to ensure the health and safety of the other Party's employees, consultants and agents visiting their premises.
- 12.5 The Provider accepts that the Contracting Authority shall have the right after consultation with the Provider to require the removal from involvement in the Contract Services of any person engaged in the performance of the Contract Services if in the Contracting Authority's reasonable opinion the performance or conduct of such person is or has been unsatisfactory or if it shall not be in the public interest for the person to work on the Contract Services.
- 12.6 Where the Provider is more than one firm acting as a consortium, each firm that is a member of the consortium shall be jointly and severally liable for performance of the Provider's obligations under the Contract.
- 12.7 Variation of Contract Services**
- 12.7.1 The Contracting Authority may request a variation to the Services at any time provided that such variation does not amount to a material change to the Order.
- 12.7.2 Any request by the Contracting Authority for a variation to the Services shall be by written notice to the Provider:
- (a) giving sufficient information for the Provider to assess the extent of the variation and any additional costs that may be incurred; and
 - (b) specifying the timeframe within which the Provider must respond to the request, which shall be reasonable,
 - (c) and the Provider shall respond to such request within such timeframe.
- 12.7.3 Any such variation agreed between the Contracting Authority and the Provider pursuant to Clause 37 shall not be valid unless in writing and signed by the Parties.
- 12.7.4 Furthermore, any written and signed variation between the Parties shall be appended to the Order Form.
- 12.7.5 In the event that the Provider and the Contracting Authority are unable to agree to a proposed variation including any change to the Contract Charges in connection with the requested variation to the Services:
- (a) the Contracting Authority may agree that the Provider should continue to perform its obligations under the Contract without the variation; or
 - (b) may terminate the Contract with immediate effect, except where the Provider has already delivered part or all of the Order in accordance with the Order Form or where the Provider can show evidence of substantial work being carried out to fulfil the Order, and in such a case the Parties shall attempt to agree upon a resolution to the matter;
 - (c) Where a resolution cannot be reached, the matter shall be dealt with under the Dispute Resolution Procedure.

13. THE SERVICES

13.1 General

- 13.1.1 If the Provider is appointed by the Contracting Authority, the Provider shall provide the Services to the Contracting Authority in accordance with:
- (a) the provisions of this Framework Agreement and each Call-Off Contract;
 - (b) the Contracting Authority's requests from time to time.
- 13.1.2 The Provider shall perform the Services by the dates agreed in writing or if no date is agreed, in a timely manner to meet the reasonable requirements of the Contracting Authority.
- 13.1.3 The Provider may be required to work alongside a technology specific provider or HR specific provider in order to satisfy the requirements of the Contracting Authority. In this situation, the Contracting Authority can select the technology or HR provider and will inform the Provider who this will be.
- 13.1.4 The Provider shall ensure that it maintains sufficient skilled and experienced personnel to provide the Services in accordance with Good Industry Practice and in a timely fashion. In addition, the Provider shall ensure that its employees are adequately trained and understand the implications and duties of all relevant employment legislation and treat all Applicants in a professional and appropriate manner, and fairly and equally.
- 13.1.5 The Contracting Authority may request the replacement of any of the Provider's staff at any time if in the reasonable opinion of the Contracting Authority, the performance of such person is unsatisfactory. The Provider agrees to promptly replace such staff as soon as reasonably practicable.
- 13.1.6 The Provider agrees to co-operate with a Contracting Authority in respect of the transfer of information in respect of each Placement vacancy, to ensure that the Applicant is suitable for such vacancy and to comply with its obligations under the Conduct Regulations.
- 13.1.7 The Provider shall always endeavour to ensure the suitability of an Applicant (including, without limitation, that each Applicant is skilled and competent with the appropriate qualifications, specialist knowledge and expertise for those tasks that they will be required to perform) and to maintain a high standard of service and integrity.
- 13.1.8 The Provider will not submit an Applicant's CV to a Contracting Authority for consideration in response to a specific Placement unless the Provider has previously met the Applicant, has expressed permission to submit their CV and screened the Applicant for fit with both the Contracting Authority's culture and the job specification. The Applicant's CV must, to the best of the Provider's knowledge and belief be complete, accurate and up to date.
- 13.1.9 The Provider shall not submit any Applicant's CV to a Contracting Authority on a speculative basis, unless previously agreed with the Contracting Authority.
- 13.1.10 The Provider shall fully brief all Applicants prior to the submission of their CV to a Contracting Authority.
- 13.1.11 During the Term of the Agreement the Provider shall be obliged:
- (a) to comply properly with the requirements of all relevant legislation and agreements relating to payment of value added tax, corporation taxes, income tax and other taxes and charges levied in respect of the Contracting Authority's use of the Provider and the Fees payable to it under this Agreement and any tax liabilities in respect of Applicants and the Provider's Staff (where applicable);

- (b) to perform the checks to establish and confirm that each Applicant and each of the Provider's Staff are entitled to live and work in the UK. Should any Applicant and / or Provider's Staff cease to be entitled to live and work in the UK at any time during the term of a Placement to a Contracting Authority, or during the provision of the Additional Services to a Contracting Authority, the Provider shall immediately notify the Contracting Authority of this fact and the Contracting Authority will be entitled to immediately terminate any relevant agreement in respect of that Applicant and / or the Provider's Staff; and
- (c) to provide proof of an Applicant's qualifications, training and experience requested by the Contracting Authority or required by law or any professional body for the performance of the Placement and / or the Additional Services.

13.1.12 The Provider shall use reasonable endeavours to procure that all the Provider's Staff, Sub-Contractors and the Sub-Contractors Staff shall:

- (a) attend such location as may be reasonably required for the proper provision of the Services;
- (b) observe the Contracting Authority's general rules and procedures with regard to the Placement including without limitation the Contracting Authority's policies in respect of: IT, health and safety at work, security, smoking, dress code, attendance and Code of Conduct. The Provider's Staff (as appropriate) will, on commencement of the Placement and / or the provision of the Additional Services (as appropriate), be given access to all of a Contracting Authority's relevant policies and guidelines so that they know the rules and procedures, which need to be followed;
- (c) notify the Contracting Authority so far as possible in advance of any periods over which they will be unable to attend the Placement and / or provide the Additional Services (as appropriate) due to the holiday, sickness, maternity leave, shared parental leave, paternity leave or other reason for non-attendance;
- (d) act in a civil, co-operative and non-discriminatory fashion towards a Contracting Authority's employees, clients and other business contacts; and
- (e) acknowledge and agree that a Contracting Authority shall at all times have the right without thereby being in breach of this Agreement or the Call-Off Contract, to require the Provider to remove immediately from a Contracting Authority's site any Staff and Temporary Workers engaged there on a Placement and / or any of the Provider's Staff who are providing Additional Services.

13.1.13 The Provider shall ensure that in putting forward an Applicant in response to a brief by a Contracting Authority, it adheres to the following:

- (a) The Provider must regularly re-interview the Applicant through face-to-face meetings and in any case before the Applicant begins a job-specific search.
- (b) If for clear logistical reasons (i.e. distances to travel), it is more difficult to meet the Applicant face to face, then a full and in-depth telephone interview must be conducted and every attempt to meet them face-to-face must be explored. If the Applicant has only been telephone

interviewed the Provider must explain the reason for this to the hiring manager, together with reasons as to why the Provider thinks the Applicant is right for the role.

- (c) The Applicant should be fully briefed (verbally or by email) and provide written consent to the Provider to send their details for the specific brief referencing the job reference number and job title.

13.1.14 The Applicant's CV must be complete, accurate and up to date. Each Applicant should verify the accuracy and be provided a copy of the version of their CV that is provided to the Contracting Authority prior to its submission to the Contracting Authority.

13.1.15 The Applicant's CV must be emailed to the relevant personnel at the Contracting Authority. The email shall be in the following format:

- (a) full candidate name, role applied for and line manager written clearly in the email;
- (b) the reasons why the Applicant is suitable for this specific brief in the text of the email; and
- (c) subject to the requirements of the Contracting Authority, with the written consent from the Applicant to be put forward for the relevant Placement attached or appended either as an email or a scanned PDF document and accurately dated.

13.1.16 The Provider must have a Sub-contractor management process in place and be able to evidence this process to YPO and/or Contracting Authorities if requested. As a minimum the Provider must comply with the Invitation to Tender specification and must:

- (a) look at the Sub-Contractors performance overall and look at feedback in relation to any Temporary Workers that were provided to a contracting authority;
- (b) meet with their Sub-Contractors at least twice a year and for Sub-Contractors that are used frequently a minimum of four times a year. The outcomes of these meetings must be reported to YPO on a quarterly basis;
- (c) be able to provide reports to YPO and/or Contracting Authorities regarding work within local communities;
- (d) check that each of their Sub-Contractors are compliant with all applicable legislation and regulations;
- (e) monitor all National Insurance (NI) Contributions, Agency Workers Regulations (AWR), Working Time Regulations (WTR), etc;
- (f) ensure that the terms and conditions between the Provider and each of the Sub-Contractors are consistent;
- (g) maintain a Sub-Contractor complaints policy and make sure that each Sub-Contractor is aware of the complaints policy. Information on any complaints received should be submitted to YPO and/or Contracting Authorities every six months.

13.2 Temporary Workers – Specific Terms

- 13.2.1 The Provider shall be responsible for providing the Temporary Workers to the Contracting Authority as requested in the Order Form and in accordance with this Contract, the Order Form and any Implementation Plan.
- 13.2.2 Both Parties shall ensure at all times that the Temporary Agency Workers are treated fairly and equally whether they are the Providers Temporary Worker or a Sub-Contractor's Temporary Worker. This includes but is not limited to being given equal opportunity to be put forward for or considered for a Placement if they have the relevant skills and experience.
- 13.2.3 The Provider shall, and ensure that its Sub-Contractors shall, at all times follow the Contracting Authority's requests and requirements in the Order Form and provide suitable Temporary Workers with relevant experience and skills set and as local to the Base Location mentioned in the Order Form. The Provider must perform checks to ensure that any Temporary Workers provided are appropriately qualified for the job role they are put forward for.
- 13.2.4 The Provider should, if applicable to their company model, seek Temporary Workers from both its own portfolio of Temporary Workers and its Sub-Contractor's portfolio of Temporary Workers to present to the Provider.
- 13.2.5 The Provider must at all times ensure that their Sub-Contractors are given a fair opportunity to provide the Services requested by the Contracting Authority.
- 13.2.6 The Contracting Authority agrees to verify (by signing) the Temporary Worker's timesheet to confirm the number of hours/days of services provided by the Temporary Worker to the Contracting Authority each week during the term of the Temporary Placement.
- 13.2.7 In the event that a Temporary Worker proves to be unsatisfactory and the Contracting Authority notifies the Provider within the [first] day of the commencement of the Temporary Placement that this is the case, no charge will be made in relation to the Provider Fee provided that the Temporary Worker completes no more than [1] day of work at the site and is asked by the Contracting Authority to leave the site or Base Location at the earliest reasonable time. At the Contracting Authority's request, the Provider will take immediate steps to source a replacement. The Provider will support the Contracting Authority in facilitating the removal of any Temporary Worker under this Clause.
- 13.2.8 Each Temporary Placement is terminable by the Contracting Authority at any time upon no notice for any reason upon the Contracting Authority's written notice if the relevant Temporary Worker:
- (a) has failed to work in accordance with the Contracting Authority's rules and regulations previously notified by the Contracting Authority to the Temporary Worker; or
 - (b) is guilty of misconduct; or
 - (c) fails to perform the services or Temporary Placement in a proper and effective manner; or
 - (d) becomes incapable of providing the services or Temporary Placement.
- 13.2.9 Unless otherwise agreed, the Contracting Authority shall be entitled to terminate any Temporary Placement upon written notice at any time and where reasonably practicable it shall give the Provider 1 week's prior written notice of the termination of a Temporary Placement. The Provider shall not be entitled to terminate a Temporary Placement during the term of the Placement for convenience, unless a notice period

has been agreed in the Order Form for the relevant Temporary Worker. The Provider will procure that appropriate terms are in place with the Temporary Worker to ensure compliance with this term.

- 13.2.10 The Provider shall be wholly responsible for the payment to Temporary Workers of all fees, monies, expenses, remuneration, or other benefits including but not limited to: statutory maternity pay, shared parental pay, paternity pay, statutory sick pay and holiday pay payable to Temporary Workers and for all taxes (which it is statutorily liable to pay), National Insurance contributions, social security or other contributions, which may be payable, relating thereto or as a result of the receipt of any monies paid or payable hereunder accruing on or after the commencement of the Term of this Agreement. The Provider shall indemnify and hold harmless YPO and the Contracting Authority for all costs incurred by the Contracting Authority as a result of any failure by the Provider to pay any such remuneration, pay, taxation (which it is statutorily liable to pay) and any deductions required by law anywhere in the world.
- 13.2.11 For the avoidance of doubt, Temporary Workers will be under the day to day supervision, direction and control of the Contracting Authority, however, the Provider warrants that it is wholly responsible for all obligations to Temporary Workers under the Pensions Act 2008, including but not limited to assessing whether or not the Temporary Worker is eligible to be auto-enrolled into a qualifying pension scheme, the duty to enrol and re-enrol Temporary Workers, to make the appropriate employer contributions and deduct the appropriate employee contributions as required by the Pensions Act 2008.
- 13.2.12 The Provider shall use its reasonable endeavours to ensure that Temporary Workers co-operate with the Contracting Authority and co-operates with the Contracting Authority's reasonable instructions. This includes but is not limited to as far as reasonably possible making sure that the Temporary Worker is aware that they must perform their duties in a competent manner, comply with the Contracting Authority's policies at all times and act in a professional manner whilst representing both the Provider and the Contracting Authority.
- 13.2.13 The Provider shall use all reasonable endeavours to ensure that all Temporary Workers provided to a Contracting Authority remain at all times the workers or contractors (as appropriate) of the Provider and do not become employees of the Contracting Authority and / or YPO except where this occurs as a result of an act or omission of the Contracting Authority, the Contracting Authority taking a Temporary Worker on as a permanent Employee or following the application of the TUPE Regulations.
- 13.2.14 For the avoidance of doubt, Temporary Workers shall be under the direction, supervision and Control of the Contracting Authority during their completion of the Placement, although the Provider will remain at all times responsible for the contractual relationship with the Temporary Worker including but not limited to the termination of their contract. The Provider will be responsible for the overall management of any Temporary Worker including but not limited to dealing with any complaints or concerns raised in relation to the Temporary Worker. The Provider agrees to keep the Contracting Authority informed of all such matters and provide them with a reasonable opportunity to make any relevant representations.
- 13.2.15 Both Parties shall ensure that the Temporary Workers are at all times insured under the relevant Parties own Employers Liability and Public Liability insurance policies whilst under the control, direction and instruction of each Party.
- 13.2.16 The Provider shall accordingly indemnify and hold each Contracting Authority and YPO harmless against all liabilities arising out of or in connection with clauses 13.2.10, 13.2.11 and 13.2.13. For the avoidance of doubt the Provider will not be liable to indemnify the Contracting Authority and YPO for any liabilities as a result of any acts or omissions of the Contracting Authority.

13.2.17 The Provider shall ensure that they and their Sub-Contractors obtain the consent of the Temporary Worker to hold Personal Data on them which can be shared with the Contracting Authority. All data must be held in accordance with Clause 27 and the Data Protection Act 2018. This data may include but is not limited to:

- (a) Name of Temporary Worker;
- (b) Date of Birth;
- (c) Home address;
- (d) National Insurance Number;
- (e) Employment History;
- (f) Training Records;
- (g) Confirmation that qualification and certificates have been checked;
- (h) Evidence of the Temporary Workers eligibility to work in the UK;
- (i) Confirmation that the Temporary Workers Driving Licence has been checked, if applicable for the role;
- (j) Confirmation that DBS has been carried out and checked;
- (k) Confirmation that references have been checked.

13.2.18 The Provider shall monitor all Temporary Worker Placement and notify the Contracting Authority when a Temporary Workers Placement is approaching 12 weeks in order for the Contracting Authority to review the Placement.

13.3 Temporary Workers – Drivers (if applicable)

13.3.1 The Provider is responsible for any checks deemed necessary to ascertain the suitability of the drivers to fulfil the Temporary Placement with the Contracting Authority (e.g. the holding and validity of driving licences and/or any permissions or authorizations required to drive certain categories of vehicles) before they are put forward to the Contracting Authority for consideration for the Temporary Placement.

13.3.2 Any driver put forward by the Provider to the Contracting Authority is introduced on the understanding that they are deemed to be the employee of the Contracting Authority in relation to all purposes including the Transport Act 1968, Working Time Regulations 1998, and all other road transport, road traffic, driver's hours, and health and safety legislation ("**Driving Laws**").

13.3.3 The Contracting Authority must ensure that the driver complies with all Driving Laws, including holding valid licenses where applicable and must take proper steps in relation to the insurance, maintenance and safety of vehicles and effect all other necessary liability insurances.

13.3.4 The Contracting Authority shall assume control of the drivers' duties, health and safety, employer's obligations and liability, journeys and hours of work and all statutory duties including EU legislation in respect of driving licenses and tachographs.

13.3.5 The Contracting Authority shall be responsible for all fines and penalties incurred by the drivers, including speeding and parking fines.

- 13.3.6 The Contracting Authority must hold an operator's license where this is required.
- 13.3.7 The Provider will provide the drivers with written statements containing full details of the terms and conditions of engagement which must be signed, and a copy returned to the Contracting Authority for their records.
- 13.3.8 The Provider will pay the temporary driver's wages and account to HM Revenue & Customs and other government departments for all the necessary income tax and statutory deductions made.

13.4 Agency Worker Regulations

- 13.4.1 Both Parties will ensure that they comply with all of their obligations under the AWR.
- 13.4.2 The Contracting Authority will provide the information requested by the Provider in accordance with The Conduct of Employment Agencies and Employment Business Regulations 2003, this includes but is not limited to estimated commencement date, duration of the Placement, job role, experience required.
- 13.4.3 Subject to a Contracting Authority providing the information requested by the Provider, it shall be the responsibility of the Provider to ensure that if the AWR applies to a Placement, the Temporary Worker receives the same Basic Working and Employment Conditions as the Temporary Worker would be entitled to, had such worker been recruited directly by the Contracting Authority. For the avoidance of doubt a Temporary Worker supplied via a limited company shall be treated as out of scope of AWR.
- 13.4.4 The Contracting Authority must ensure that a Temporary Worker is treated no less favourably to a worker in a comparable permanent role with regards to the amenities and facilities provided by the Contracting Authority.
- 13.4.5 The Provider:
 - (a) warrants and undertakes that it will not structure any Placements in a manner that prevents or attempts to prevent the Temporary Worker from being entitled to, or from continuing to be entitled to equivalent Basic Working and Employment Conditions or which is prohibited under the AWR; and
 - (b) shall notify the Contracting Authority in writing prior to the commencement of a Temporary Placement if the Temporary Worker has performed a Placement for the Contracting Authority within the previous 12 months.
- 13.4.6 The Provider shall request from a Contracting Authority information, or details of where it can locate information regarding the relevant employment vacancies and the collective facilities and amenities provided by the Contracting Authority, prior to the commencement of a Temporary Placement. It shall be the obligation of the Provider to notify each Temporary Worker how to access this information, or if in the view of a Contracting Authority this is not practically possible, to provide the Temporary Worker with such information.
- 13.4.7 The Contracting Authority will fulfil any request for information under this Clause 13 as soon as reasonably practicable.
- 13.4.8 In the event that a Temporary Worker makes a written request to the Provider for information in accordance with the AWR, the Provider shall compile a written statement setting out in sufficient detail the information necessary to comply with Regulation 16(2) of the AWR. It shall present such written statement to the Contracting Authority and obtain their written approval prior to providing the written

statement to the Temporary Worker. The Provider shall ensure that the Contracting Authority has no less than 5 working days to review the draft written statement. If no response has been provided by the Contracting Authority following such time period, the Provider shall re-issue the draft written statement to the Contracting Authority. If no response is provided by the Contracting Authority within 2 working days of the Provider re-issuing such draft statement, the Provider shall be entitled to submit the written statement to the Temporary Worker in order to comply with the 28-day time limit set out in Regulation 16 of the AWR.

13.4.9 The Provider shall indemnify a Contracting Authority in full from and against any liabilities suffered or incurred by a Contracting Authority as a result of the Provider's failure to comply with the AWR or in the event that a Temporary Worker is unfairly dismissed or subjected to any detriment by, or as a result of, any act or omission of the Provider. For the avoidance of doubt this clause will not apply where the Contracting Authority has failed to provide information requested by the Provider within a reasonable time or the information is inaccurate.

13.4.10 The Provider will support the Contracting Authority in completing the IR35 checks where applicable.

13.5 Information Requests

13.5.1 The Provider agrees and acknowledges that if it requires information from the Contracting Authority in order to ensure compliance with the AWR, it shall submit all such information requests to the Contracting Authority in accordance with the provisions of this Clause 13.5.

13.5.2 For a Temporary Placement that is scheduled to last for a period of 12 weeks or longer the Provider shall submit a questionnaire to the Contracting Authority within a reasonable time frame prior to the commencement of the Temporary Placement for completion by the Contracting Authority. Upon receipt of the completed questionnaire, the Provider shall be responsible for complying with the AWR.

13.5.3 For a Placement that, at the commencement of such placement is not anticipated to last for a period in excess of 12 weeks, but at any time during the placement the Provider is notified that the Placement will or may be extended beyond 12 weeks or would subsequently meet the 'qualifying period' in the AWR, the following shall apply:

(a) The Provider shall submit the questionnaire to the Contracting Authority for completion no later than the commencement of week 8 of the applicable Temporary Placement, or if such period has already passed, no later than 48 hours following notification of such extension. Upon receipt of the completed questionnaire, the Provider shall be responsible for complying with the AWR.

(b) If at any stage during a Temporary Placement the Provider wishes to request additional information from the Contracting Authority in order to determine its rights or obligations under the AWR, it shall notify the Contracting Authority in writing.

13.6 Permanent Employees – Specific Terms

13.6.1 The Provider shall be responsible for providing the Applicants to the Contracting Authority as requested in the Order Form and in accordance with this Contract, the Order Form and any Implementation Plan.

13.6.2 The Contracting Authority shall provide the job specification to the Provider, who will then present candidates to the Contracting Authority within the timescales specified by the Contracting Authority in the Order Form.

- 13.6.3 The Provider shall, and shall ensure that its Sub-Contractors shall, at all times follow the Contracting Authority's requests and requirements in the Order Form and provide suitable Applicants with relevant experience and skills set. The Provider must perform checks to ensure that any Applicants provided are appropriately qualified for the job role they are put forward for.
- 13.6.4 Pay rates will be provided to the Provider by the Contracting Authority and the Provider must discuss these with the Applicants.
- 13.6.5 The Provider should, if applicable to their company model, seek Applicants from both its own portfolio of potential Applicants and its Sub-Contractor's portfolio of potential Applicants to present to the Provider.
- 13.6.6 The Provider must at all times ensure that their Sub-Contractors are given a fair opportunity to provide the Services requested by the Contracting Authority.
- 13.6.7 The Provider shall ensure that they and their Sub-Contractors obtain the consent of the Applicant to hold Personal Data on them which can be shared with the Contracting Authority. All data must be held in accordance with Clause 27 and the Data Protection Act 2018. This data may include but is not limited to:
- (a) Name of the Applicant;
 - (b) Date of Birth;
 - (c) Home address;
 - (d) National Insurance Number;
 - (e) Employment History;
 - (f) Training Records;
 - (g) Confirmation that qualification and certificates have been checked;
 - (h) Evidence of the Applicants eligibility to work in the UK;
 - (i) Confirmation that the Applicants Driving Licence has been checked, if applicable for the role;
 - (j) Confirmation that DBS has been carried out and checked;
 - (k) Confirmation that references have been checked.
- 13.6.8 In the event that a Permanent Placement terminates (whether by expiry of notice or otherwise) within ten (10) weeks of the date of commencement of the Permanent Placement, and provided:
- (a) The Contracting Authority notifies the Provider in writing of the termination of the Permanent Placement within 14 days of such termination; and
 - (b) the termination is not due to redundancy or the Employee's ill health; and
 - (c) nothing has materially changed with regards to the Employee's current or anticipated job role which would precipitate the Employee choosing to leave,

then the Provider shall endeavour to find a replacement at no extra cost to the Contracting Authority and, if a replacement cannot be found within a reasonable period of time as judged solely by the Contracting Authority, the Provider shall promptly refund a portion of the Fees paid by the Contracting Authority in respect of such Permanent Placement. The refund of the portion of the Fees due to the Contracting Authority shall be as per the refund scale in the Order Form.

13.6.9 In the event that the Contracting Authority rejects an Applicant for a Permanent Placement, or the Applicant rejects an offer of a Permanent Placement, and the Applicant is subsequently engaged by the same Contracting Authority for the same job reference number, the Contracting Authority shall pay the agreed Fees in full. If the Contracting Authority subsequently engages an Applicant for a Permanent Placement with a different job reference number, then no Fees shall be payable to the Provider unless the Provider can provide evidence that the Applicant has been engaged for the subsequent role directly as a result of the original introduction and not for example from the Applicant applying directly for the new role themselves.

13.6.10 Invoices submitted by the Provider to the Contracting Authority should be in arrears for the previous month and be submitted by a deadline advised to the Provider by the Contracting Authority.

13.7 Technology Services – specific terms (where applicable)

13.7.1 Without prejudice to Clause 13, in the event that the Provider supplies Technology Services to a Contracting Authority, the Provider shall use all reasonable endeavours to procure that all of the Provider's Staff who are engaged in the provision of the Technology Services:

- (a) Co-operate with the reasonable requests and instructions of the Contracting Authority in carrying out the Technology Services;
- (b) Attend such location as may be reasonably required for the proper provision of or for training regarding the Technology Services;
- (c) Have the necessary skills and competence and are properly trained with appropriate technical expertise in the provision of the Technology Services. This includes being able to provide comprehensive, thorough and accurate training to the Contracting Authority;
- (d) Keeps confidential any and all Confidential Information of the Contracting Authority both during and following the termination of the Technology Services; and
- (e) Contract on adequate written terms with the Provider to ensure their full compliance with the relevant terms of this Contract and the Framework Agreement.

13.7.2 The Provider must:

- (a) ensure that they maintain all appropriate licences and permissions required for the provision of the Technology Services and for the Contracting Authority to be able to use the Technology Services to their full potential;
- (b) ensure that the system being provided is able to work in conjunction with any current systems the Contracting Authority has;

- (c) ensure the system is able to be installed on both physical and/or virtual hardware and have a server and client application;
- (d) ensure the system is able to support different levels of access and permissions as required by the Contracting Authority;
- (e) support the transfer or conversion of any data to the new software;
- (f) be responsible for installing and configuring the system and work with the Contracting Authority to ensure successful implementation;
- (g) ensure that any updates that are released to any system being provided as part of the Technology Services are compatible with any current systems being supplied by the Provider and any existing programmes that the Provider has;
- (h) inform the Contracting Authority of any updates to any system a minimum of three (3) months prior to the update being released;
- (i) ensure minimal disruption to the Technology Services during the Contract Period;
- (j) carry out regular testing to ensure that the Technology Services and systems are performing correctly. Any issues that are identified must be reported to the Contracting Authority as soon as reasonably practicable and an agreed resolution and timeframe agreed between the Parties;
- (k) provide training as and when requested by the Contracting Authority, free of charge, in a variety of methods;
- (l) provide a 24-hour support system to the Contracting Authority for any technical support;
- (m) ensure that there are security systems in place;
- (n) ensure that the system comply with the DPA.

13.8 Additional Services – specific terms

- 13.8.1 In addition to a Contracting Authorities temporary recruitment requirement, a Contracting Authority is able to add on Additional Services that are within the requirements of the Framework Agreement, Contract and Invitation to Tender documents. These may be outlined in the initial Order Form and then added at any point during the life of the Contract.
- 13.8.2 The Provider is able to use sub-contractors to deliver the Additional Services. It is the responsibility of the Provider to manage any sub-contractor in line with the Framework Agreement and Contract.
- 13.8.3 Without prejudice to Clause 13, in the event that the Provider supplies Additional Services to a Contracting Authority, the Provider shall use all reasonable endeavours to procure that all of the Provider's Staff who are engaged in the provision of the Additional Services:
 - (a) Co-operate with the reasonable requests and instructions of the Contracting Authority in carrying out the Additional Services;

- (b) Attend such location as may be reasonably required for the proper provision of the Additional Services;
 - (c) Have the necessary skills and competence and are properly trained and experienced in the provision of the Additional Services;
 - (d) Keeps confidential any and all Confidential Information of the Contracting Authority both during and following the termination of the Additional services; and
 - (e) Contract on adequate written terms with the Provider to ensure their full compliance with the relevant terms of this Contract and the Framework Agreement.
- 13.8.4 The Provider shall use all reasonable endeavours to ensure that all of the Provider's Staff engaged in providing the Additional Services to a Contracting Authority remain at all times the employees, workers or contractors (as appropriate) of the Provider and do not become employees or workers of the Contracting Authority or YPO.
- 13.8.5 Provision of the Additional Services is terminable by the Contracting Authority at any time upon no notice for any reason upon the Contracting Authority's written request if any member of the Provider's Staff:
 - (a) has failed to work in accordance with the Contracting Authority's rules and regulations previously notified by the Contracting Authority to the Provider; or
 - (b) is guilty of misconduct; or
 - (c) fails to perform the Additional Services in a proper and effective manner.
- 13.8.6 Unless otherwise agreed in the Order Form, the Contracting Authority shall be entitled to terminate the Additional Services upon 1 week's prior written notice at any time of the termination of the Additional Services.
- 13.8.7 The Provider shall be wholly responsible for the payment to the Provider's Staff of all fees, monies, expenses, remuneration, or other benefits including but not limited to: statutory maternity pay, shared parental pay, paternity pay, statutory sick pay and holiday pay and for all taxes (which it is statutorily liable to pay), National Insurance contributions, social security or other contributions, which may be payable, relating thereto or as a result of the receipt of any monies paid or payable hereunder accruing on or after the commencement of the Term of this Agreement.
- 13.8.8 For the avoidance of doubt, the Provider will remain at all times responsible for the overall management of the Provider's Staff who are providing the Additional Services to a Contracting Authority, including but not limited to any disciplinary or grievance matters. The Provider agrees to keep the Contracting Authority informed of all such matters and provide them with a reasonable opportunity to make any relevant representations.
- 13.8.9 The Provider shall indemnify and hold each Contracting Authority and YPO harmless against all liabilities arising out of or in connection with clauses 13.8.3(e) and 13.8.7.
- 13.9 Temporary to Permanent Transfers**
 - 13.9.1 The Contracting Authority may offer a permanent Employee position to a Temporary Worker at any time during or following the completion of a Placement. There will be no fee charged to the Contracting Authority in the event that the individual concerned

has worked for more than twelve (12) weeks (whether continuous or not) in any twelve (12) month period with the Contracting Authority.

13.9.2 Where the Temporary Worker applies for a role which is either advertised internally or externally by the Contracting Authority and a fair and open recruitment campaign is completed by the Contracting Authority, the Provider will not be entitled to receive any transfer or introduction fee from the Contracting Authority.

13.9.3 The Provider shall ensure that all Sub-contractors work in line with Clauses 13.9.1 and 13.9.2 and do not charge any fees in addition to these Clauses relating to temporary to permanent transfers.

13.10 Dispute Resolution

13.10.1 Without prejudice to Clause 56 of this Contract, in the event of a dispute between Providers concerning an Applicant's representation, the Provider who first submitted the Applicant's CV to the Contracting Authority for the specific Placement in question, will have ownership over the Applicant on the assumption the Provider had the express permission of the Applicant to submit their CV at the time.

13.11 Provider Non-Solicitation

13.11.1 The Provider (on behalf of itself and its employees) undertakes that during the period of this Agreement and for six months after termination, it will:

- (a) not canvass nor solicit for direct or indirect employment any personnel including Employees of a Contracting Authority; and
- (b) not solicit or encourage a Contracting Authority's personnel including Employees to leave its employ, nor recommend its personnel to any third party that might result in an approach to personnel to leave.

13.11.2 The Provider (on behalf of itself and its employees) undertakes that during any Temporary Placement, it will:

- (c) not canvass nor solicit for direct or indirect employment the Temporary Worker undertaking the Temporary Placement; and
- (d) not solicit or encourage a Temporary Worker during the completion of their Temporary Placement to leave its employ, nor recommend them to any third party that might result in an approach to the Temporary Worker to leave.

13.11.3 The Provider acknowledges and agrees that no fee shall be payable should the Provider introduce a current employee of the Contracting Authority to one of its group companies. The Provider undertakes that it shall immediately inform the Contracting Authority in the event that one of its employee's passes details of another group company's Employee or Temporary Worker to the Provider.

13.11.4 In the event a Contracting Authority Employee approaches the Provider either directly or in response to an advertisement, the Provider is free to work with that employee provided they keep written evidence from the employee that they initiated the approach.

13.11.5 Subject to Clause 13.11.4, for the duration of the Contract and for a period of twelve (12) Months thereafter neither the Contracting Authority nor the Provider shall employ or offer employment to any of the other Party's Staff who have been associated with the procurement and/or the contract management of the Services without that other Party's prior written consent.

- 13.11.6 Notwithstanding any terms to the contrary in this clause 13.11 the Provider shall not be restricted in respect of any Contracting Authority Employee who responds to an advertisement placed by Provider or approaches Provider to register for work finding services without having been previously approached directly by Provider or posts their details in the public domain such as professional networking sites.

14. MANNER OF PROVIDING SERVICES

- 14.1 The Provider shall at all times comply with the relevant legislation, codes of conduct and regulations governing the provision of Services.
- 14.2 Where applicable the Provider shall maintain and shall ensure that any Staff utilised in the provision of the Services maintain accreditation and certification with the relevant authorised body. To the extent that the standard of Services has not been specified in the Contract the Provider shall agree the relevant standard of the Services with the Contracting Authority prior to the provision of the Services, and in any event the Provider shall perform its obligations under the Contract in accordance with the Law, Good Industry Practice and any relevant regulations or legislation.
- 14.3 The Provider shall ensure that all Staff providing the Services shall do so with all due skill, care and diligence and shall possess such qualifications, certification, skills and experience as are necessary for the proper provision of the Services.
- 14.4 The Provider shall at all times comply with the Quality Standards, and where applicable shall maintain accreditation with the relevant Quality Standards' authorisation Authority.

15. CONTRACT PERFORMANCE

- 15.1 In supplying the Services, the Provider shall perform its obligations under the Contract:
- 15.1.1 with appropriately experienced, accredited, qualified and trained Staff with all due care and attention; and
- 15.1.2 in a timely manner.
- 15.2 The Provider shall ensure that:
- 15.2.1 the Services conform in all respects with the specifications set out, in either the Order Form or where applicable the Framework Agreement or any sample Approved by the Contracting Authority;
- 15.2.2 the Services operate in accordance with the relevant technical specifications and correspond with the requirements set out in the Order Form;
- 15.2.3 the Services conform in all respects with all applicable Laws; and
- 15.2.4 the Services are free from defects in design and workmanship and are fit for purpose for which such Services are ordinarily used and for any particular purpose made known to the Provider by the Contracting Authority.
- 15.3 The Provider shall discharge its obligations hereunder with all due skill, care and diligence including Good Industry Practice and (without limiting the generality of this Clause) in accordance with its own established internal procedures.

16. KEY PERSONNEL

- 16.1 The Parties have agreed to the appointment of the Key Personnel. The Provider shall inform the Contracting Authority within ten (10) Working Days or as soon as reasonably possible of any changes to their Key Personnel and shall ensure that a meeting is arranged between the

Parties to establish a good working relationship with the new member or Key Personnel. The Provider acknowledges that the Key Personnel are essential to the proper provision of the Services to the Contracting Authority. The Provider shall ensure that the role of any Key Personnel is not vacant for any longer than ten (10) Working Days and that any replacement shall be as or more qualified and experienced as the previous incumbent and fully competent to carry out the tasks assigned to the Key Personnel whom he or she has replaced.

- 16.2 The Contracting Authority may also require the Provider to remove any Key Personnel that the Contracting Authority, acting reasonably at all times, considers in any respect unsatisfactory. The Contracting Authority shall not be liable for the cost of removing and/or replacing any Key Personnel.

17. PROVIDER'S STAFF

- 17.1 The Contracting Authority may, by written notice to the Provider, refuse to admit onto, or withdraw permission to remain on, the Premises: -

17.1.1 any member of the Staff; or

17.1.2 any person employed or engaged by any member of the Staff;

whose admission or continued presence would, in the reasonable opinion of the Contracting Authority, be undesirable.

- 17.2 At the Contracting Authority's written request, the Provider shall provide a list of the names and addresses of all persons who may require admission in connection with the Contract to the Premises, specifying the capacities in which they are concerned with the Contract and giving such other particulars as the Contracting Authority may reasonably request.

- 17.3 The Provider's Staff, engaged within the boundaries of the Premises, shall comply with such rules, regulations and requirements (including those relating to security arrangements) as may be in force from time to time for the conduct of personnel when at or within the boundaries of those Premises.

- 17.4 If the Provider fails to comply with Clause 17.2 within two (2) Months of the date of the request, the Contracting Authority may terminate the Contract, provided always that such termination shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereafter accrue to the Contracting Authority.

- 17.5 The decision of the Contracting Authority as to whether any person is to be refused access to the Premises and as to whether the Provider has failed to comply with Clause 17.2 shall be final and conclusive.

- 17.6 The Provider shall comply with the Staff Vetting Procedures in respect of all Provider Staff employed or engaged by the Provider at the Commencement Date were vetted and recruited on a basis that is equivalent to and no less strict than the Staff Vetting Procedure.

PAYMENT AND CONTRACT PRICE

18. CONTRACT PRICE

- 18.1 In consideration of the Provider's performance of its obligations under the Contract, the Contracting Authority shall pay the Contract Price in accordance with Clause 19 (Payment and VAT).

- 18.2 The Contracting Authority shall, in addition to the Contract Price and following evidence of a valid VAT invoice, pay the Provider a sum equal to the VAT chargeable on the value of the Services supplied in accordance with the Contract.

- 18.3 In relation to the Contract only, in the event that statutory changes, or the application of enhanced statutory rights (including but not limited to pension increases), have the effect of increasing the direct costs of providing the Services or remunerating the Temporary Workers, the Provider shall be entitled to approach the Contracting Authority for approval to make corresponding adjustments to the Contract price for the purpose of reflecting the effect of such changes.
- 18.4 Unless otherwise expressly stated in the Framework Agreement, the Contract or the Order Form, no claim by the Provider will be allowed for any addition to the Contract Price on the grounds of any matter relating to any document forming part of the Framework Contract, the Contract or the Order Form or any ambiguity or discrepancy therein on which an experienced Provider could have satisfied himself by reference to the Contracting Authority or any other appropriate means.

19. PAYMENT AND VAT

- 19.1 The Contracting Authority shall pay all sums due to the Provider in cleared funds within thirty (30) days of a valid undisputed invoice, submitted in accordance with the payment profile set out in the Order Form.
- 19.2 The Provider shall ensure that each invoice contains all appropriate references and a detailed breakdown of the Services supplied and any disbursements and that it is supported by any other documentation reasonably required by the Contracting Authority to substantiate the invoice.
- 19.3 The Provider shall ensure that all invoices submitted to the Contracting Authority for Services are exclusive of the Retrospective Payment payable to YPO in respect of the Services. The Provider shall not be entitled to increase the charges by an amount equal to the Retrospective Payment or to recover such Retrospective Payment as a surcharge or disbursement.
- 19.4 Where the Provider enters into a sub-contract for the purpose of performing its obligations under the Contract, 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 Provider to the Sub-Contractor within a specified period not exceeding thirty (30) days of a valid undisputed invoice, as defined by the sub-contract requirements.
- 19.5 The Provider shall add VAT to the Contract Price at the prevailing rate as applicable.
- 19.6 The Provider shall indemnify YPO and the Contracting Authority on a continuing basis against any liability, including any interest, penalties or costs incurred which is levied, demanded or assessed on YPO and/or the Contracting Authority at any time in respect of the Provider's failure to account for or to pay any VAT relating to payments made to the Provider under the Contract. Any amounts due under this Clause 19.6 shall be paid by the Provider to the Contracting Authority not less than five (5) Working Days before the date upon which the tax or other liability is payable by the Contracting Authority.
- 19.7 The Provider shall not suspend the supply of the Services unless the Provider is entitled to terminate the Contract under Clause 47 (Termination) for failure to pay undisputed sums of money.

20. SET OFF

- 20.1 The Provider shall not be entitled to retain or set-off any amount due to the Contracting Authority by it, but the Contracting Authority may retain or set-off any amount owed to it by the Provider under this Contract which has fallen due and payable against any amount due to the Provider under this Contract.
- 20.2 If the payment or deduction of any amount referred to in Clause 20.1 is disputed, then any undisputed element of that amount shall be paid, and the disputed element shall be dealt with in accordance with the Dispute Resolution Procedure.

21. RECOVERY OF SUMS DUE

- 21.1 Wherever under the Contract any undisputed sum of money is recoverable from or payable by the Provider (including any sum which the Provider is liable to pay to the Contracting Authority in respect of any breach of the Contract), the Contracting Authority may unilaterally deduct that sum from any sum then due, or which at any later time may become due to the Provider under the Contract or under any other agreement or contract with the Contracting Authority.
- 21.2 Any overpayment by either Party, whether of the Contract Price or of VAT or otherwise, shall be a sum of money recoverable by the Party who made the overpayment from the Party in receipt of the overpayment.
- 21.3 The Provider shall make any payments due to the Contracting Authority without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Provider has a valid court order requiring an amount equal to such deduction to be paid by the Contracting Authority to the Provider.
- 21.4 All payments due shall be made within a reasonable time unless otherwise specified in the Contract, in cleared funds, to such bank or building society account as the recipient Party may from time to time direct.

STATUTORY OBLIGATIONS AND REGULATIONS

22. PREVENTION OF BRIBERY AND CORRUPTION

- 22.1 The Provider:
 - 22.1.1 has not, will not, and will procure that its Staff have not, and will not commit a Prohibited Act in connection with this Contract;
 - 22.1.2 has not given and will not give any fee or reward to any person which it is an offence under Section 117(2) of the Local Government Act 1972 or the Bribery Act 2010;
 - 22.1.3 warrants, represents and undertakes that it is not aware of any financial or other advantage being given to any person working for or engaged by YPO or the Contracting Authority or that a contract has been reached to that effect in connection with the securing or execution of this Contract, or any other contract with YPO or the Contracting Authority, excluding any arrangements of which full details have been disclosed in writing to YPO and/or the Contracting Authority prior to the execution of this Contract.
- 22.2 The Provider will upon request provide the Contracting Authority with all reasonable assistance to enable the Contracting Authority to perform any activity required for the purposes of complying with the Bribery Act, as may be required of the Contracting Authority by any relevant government or agency in any relevant jurisdiction. Should the Contracting Authority request such assistance the Contracting Authority shall pay the reasonable expenses of the Provider arising as a result.
- 22.3 The Provider will provide to the Contracting Authority certification (if requested to do so), in writing in such form as may be provided by the Contracting Authority, to be signed by an officer of the Provider, of the compliance with this Clause 22 by:
 - 22.3.1 the Provider; and
 - 22.3.2 all persons associated with the Provider; and
 - 22.3.3 any other persons who are supplying Services in connection with this Contract.

- 22.4 Certification (if requested) will be provided by the Contracting Authority within fifteen (15) Working Days of the Commencement Date and annually thereafter for the Term. The Provider will provide any evidence of compliance as may reasonably be requested by the Contracting Authority.
- 22.5 The Provider will have in place an anti-bribery policy for the purpose of preventing any of its staff from committing any Prohibited Act. Such policy shall be disclosed to the Contracting Authority and enforced by the Provider where appropriate.
- 22.6 Should the Provider become aware of or suspect any breach of Clause 22.1 it will notify the Contracting Authority immediately.
- 22.7 Following notification under Clause 22.6 the Provider will respond promptly and fully to the enquiries of the Contracting Authority, cooperate with any investigation undertaken by the Contracting Authority and allow the Contracting Authority to audit any books, records and other relevant documentation. The Provider's obligations under this Clause 22.7 shall survive the expiry or termination of this Contract for a further period of six (6) years.
- 22.8 The Contracting Authority may recover in full from the Provider and the Provider shall indemnify the Contracting Authority in full from and against any other loss sustained by the Contracting Authority in consequence of any breach of this Clause 22 (Prevention of Bribery and Corruption), whether or not the Contract has been terminated.
- 22.9 The Contracting Authority may terminate this Contract and any Order immediately upon serving written notice if the Provider or its Staff whether or not acting with the Provider's knowledge, breaches Clause 22. Before exercising its right of termination under this Clause 22.9 the Contracting Authority will give all due consideration to other action beside termination unless the Prohibited Act is committed by:
- 22.9.1 the Provider or a senior officer of the Provider; or
- 22.9.2 a member of Staff who is not acting independently of the Provider. The expression 'not acting independently of' (when used in relation to the Provider or its Staff) means and shall be construed as acting;
- (a) with the authority of; or
- (b) with the actual knowledge; of any one or more of the Provider's or Staff (as applicable) directors or partners or
- (c) in circumstances where any one or more of the directors (or partners) of the Provider or its Staff (as applicable) ought reasonably to have had knowledge.
- 22.10 Any notice of termination by the Contracting Authority under Clause 22.9 must specify:
- 22.10.1 The nature of the Prohibited Act; and
- 22.10.2 The identity of the person whom the Contracting Authority believes has committed the Prohibited Act; and
- 22.10.3 The date on which the Contract will terminate
- 22.11 In the event of any breach of Clause 22 the Contracting Authority is entitled to recover from the Provider the value of any gift, consideration or commission.
- 22.12 Notwithstanding Clause 56 (Dispute Resolution) any dispute relating to:
- 22.12.1 the interpretation of this Clause 22 or

22.12.2 the amount or value of any gift, consideration, commission or other financial advantage shall be determined by the Contracting Authority and its decision shall be final and conclusive

22.13 Termination under Clause 22.9 will:

22.13.1 be without prejudice to any right or remedy which has already accrued or subsequently accrues to the Contracting Authority under this Contract;

22.13.2 prohibit the Provider from claiming any damages for early termination;

22.13.3 allow the Contracting Authority to recover from the Provider the amount of any loss suffered by the Contracting Authority resulting from the termination; and

22.13.4 entitle the Contracting Authority to be indemnified by the Provider for any additional cost's losses, damages or expenses incurred in re-procuring and obtaining the Services from another party.

23. DISCRIMINATION

23.1 The Provider shall not unlawfully discriminate within the meaning and scope of any law, enactment, order or regulation relating to discrimination (whether in race, gender, religion, disability, sexual orientation, age or otherwise).

23.2 The Provider shall take all reasonable steps to secure the observance of Clause 23.1 by all its Staff and servants, employees, or agents of the Provider employed in the execution of the Contract.

24. THE CONTRACTS (RIGHTS OF THIRD PARTYS) ACT 1999

24.1 A person who is not a Party to the Contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its provisions which, expressly or by implication, confer a benefit on him, without the prior written agreement of the Parties, but this does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act and does not apply to the Crown.

25. ENVIRONMENTAL REQUIREMENTS

25.1 The Provider shall, when working on the Premises, perform its obligations under the Contract in accordance with the Contracting Authority's environmental policy, which is to conserve energy, water, wood, paper and other resources, reduce waste and phase out the use of ozone depleting substances and minimise the release of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment.

26. HEALTH AND SAFETY

26.1 The Provider shall promptly notify the Contracting Authority of any health and safety hazards which may arise in connection with the performance of its obligations under the Contract. The Contracting Authority shall promptly notify the Provider of any health and safety hazards which may exist or arise at the Premises and which may affect the Provider in the performance of its obligations under the Contract.

26.2 While on the Premises, the Provider shall comply with any health and safety measures implemented by the Contracting Authority in respect of Staff and other persons working there.

26.3 The Provider shall notify the Contracting Authority immediately in the event of any incident occurring in the performance of its obligations under the Contract on the Premises where that incident causes any personal injury or damage to property which could give rise to personal injury.

- 26.4 The Provider shall comply with the requirements of the Health and Safety at Work etc. Act 1974 and any other acts, orders, regulations and codes of practice relating to health and safety, which may apply to Staff and other persons working on the Premises in the supply of the Services under the Contract.
- 26.5 The Provider shall ensure that its health and safety policy statement (as required by the Health and Safety at Work etc Act 1974) is made available to the Contracting Authority on request.

PROTECTION OF INFORMATION

27. DATA PROTECTION

- 27.1 Where any Personal Data is Processed in connection with the exercise of the Parties' rights and obligations under this Call Off Contract, the Parties acknowledge that both Parties may be the Data Controller or the Data Processor.
- 27.2 Both Parties shall:
- (a) process the Personal Data in order to perform its obligations under this Call Off Contract;
 - (b) ensure that at all times they have in place appropriate technical and organisational measures to guard against unauthorised or unlawful Processing of the Personal Data and/or accidental loss, destruction, or damage to the Personal Data;
 - (c) not disclose or transfer the Personal Data to any third party or staff unless necessary for the provision of the Services and, for any disclosure or transfer of Personal Data to any third party, obtain the prior written consent of the other Party (save where such disclosure or transfer is specifically authorised under this Call Off Contract or is specifically required in order for the parties to perform their obligations under this Call Off Contract);
 - (d) take reasonable steps to ensure the reliability and integrity of any staff who have access to the Personal Data and ensure that the staff:
 - (i) are aware of and comply with the Call Off Contract;
 - (ii) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Data Controller or as otherwise permitted by this Call Off Contract; and
 - (iii) have undergone adequate training in the use, care, protection and handling of Personal Data (as defined in the DPA);
 - (e) notify each other immediately if it becomes aware of an event that results, or may result, in unauthorised access to Personal Data held by it under this Call Off Contract, and/or actual or potential loss and/or destruction of Personal Data in breach of this Call Off Contract, including any Personal Data breach, or if it receives:
 - (i) from a Data Subject (or third party on their behalf) a Data Subject Access Request (or purported Data Subject Access Request) a request to rectify, block or erase any Personal Data or any other request, complaint or communication relating to the its's obligations under the DPA;
 - (ii) any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data; or
 - (iii) a request from any third party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law;

- (f) provide each other with full cooperation and assistance (within the timescales reasonably required by them) in relation to any complaint, communication or request made including by promptly providing:
 - (i) each other with full details and copies of the complaint, communication or request;
 - (ii) where applicable, such assistance as is reasonably requested to enable each Party to comply with the Data Subject Access Requests within the relevant timescales set out in the DPA; and
 - (iii) the other, on request, with any Personal Data it holds in relation to a Data Subject; and
- (g) if requested provide a written description of the measures that has taken and technical and organisational security measures in place, for the purpose of compliance with its obligations pursuant to Clause 27 and provide copies of all documentation relevant to such compliance including, protocols, procedures, guidance, training and manuals.

27.3 The Parties shall not Process or otherwise transfer any Personal Data in or to a Restricted Country. If, after the Call Off Commencement Date, either Party or any Sub-Contractor wishes to Process and/or transfer any Personal Data in or to any Restricted Country outside the European Economic Area, the following provisions shall apply:

- (a) the Party making the request shall propose a Variation to the other which, if it is agreed by them, shall be dealt with in accordance with the Variation Procedure;
- (b) the requesting Party shall set out in its proposal to the other for a Variation details of the following:
 - (i) the Personal Data which will be transferred to and/or Processed in or to any Restricted Countries;
 - (ii) the Restricted Countries to which the Personal Data will be transferred and/or Processed; and
 - (iii) any Sub-Contractors or other third parties who will be Processing and/or receiving Personal Data in Restricted Countries;
 - (iv) how the Data Processor will ensure an adequate level of protection and adequate safeguards in respect of the Personal Data that will be Processed in and/or transferred to Restricted Countries so as to ensure the Data Controllers compliance with the DPA;
- (c) in providing and evaluating the Variation, the Parties shall ensure that they have regard to and comply with then-current Contracting Authority, Central Government Bodies and Information Commissioner Office policies, procedures, guidance and codes of practice on, and any approvals processes in connection with, the Processing in and/or transfers of Personal Data to any Restricted Countries; and
- (d) the Parties shall comply with such other instructions and shall carry out such other actions required to comply with Data Protection Legislation, including:
 - (i) incorporating standard and/or model clauses (which are approved by the European Commission as offering adequate safeguards under the DPA) into this Call Off Contract or a separate data processing agreement between the Parties; and

- (ii) procuring that any Sub-Contractor or other third party who will be Processing and/or receiving or accessing the Personal Data in any Restricted Countries either enters into:
 - (1) a direct data processing agreement with the Data Controller on such terms as may be required by them; or
 - (2) a data processing agreement with the Data Processor on terms which are equivalent to those agreed between the Data Controller and the Sub-Contractor relating to the relevant Personal Data transfer, and
- (iii) in each case which the Parties acknowledge may include the incorporation of model contract provisions (which are approved by the European Commission as offering adequate safeguards under the DPA) and technical and organisation measures which the Contracting Authority deems necessary for the purpose of protecting Personal Data.

27.4 Both Parties shall use reasonable endeavours to assist the other to comply with any obligations under the DPA and shall not perform its obligations under this Call Off Contract in such a way as to cause the other to breach any of their obligations under the DPA to the extent that it is aware, or ought reasonably to have been aware, that the same would be a breach of such obligations.

27.5 Both Parties shall designate a data protection officer if required by the Data Protection Legislation.

27.6 Before allowing any Sub-Processor to process any Personal Data related to this Call Off Contract, the Data Processor shall:

- (a) notify the Data Controller in writing of the intended Sub-Processor and processing;
- (b) obtain the written consent of the Data Controller;
- (c) enter into a written agreement with the Sub-Processor which give effect to the terms set out in this Clause 27 such that they apply to the Sub-Processor; and provide the Data Controller with such information regarding the Sub-Processor as they may reasonably require.

27.7 The Data Processor shall remain fully liable for all acts or omissions of any Sub-Processor.

28. FREEDOM OF INFORMATION AND ENVIRONMENTAL INFORMATION REGULATIONS

28.1 The Provider acknowledges that the Contracting Authority is subject to the requirements of the FOIA and the EIR and shall assist and cooperate with the Contracting Authority to enable them to comply with its Information disclosure obligations.

28.2 The Provider shall and shall procure that its Staff shall:

- 28.2.1 transfer to the Contracting Authority all Requests for Information that it receives as soon as practicable and in any event within two (2) Working Days of receiving a Request for Information;
- 28.2.2 provide the Contracting Authority with a copy of all Information in its possession or power in the form that the Contracting Authority requires within five (5) Working Days (or such other period as the Contracting Authority may specify) of the Contracting Authority's request; and
- 28.2.3 provide all necessary assistance as reasonably requested by the Contracting Authority to enable the Contracting Authority to respond to the Request for Information

within the time for compliance set out in Section 10 of the FOIA or Regulation 5 of the EIR.

- 28.3 The Contracting Authority shall be responsible for determining in its absolute discretion and notwithstanding any other provision in this Contract or any other agreement whether the Commercially Sensitive Information and/or any other Information is exempt from disclosure in accordance with the provisions of the FOIA or the EIR.
- 28.4 In no event shall the Provider respond directly to a Request for Information unless expressly authorised to do so by the Contracting Authority.
- 28.5 The Provider acknowledges that (notwithstanding the provisions of Clause 28.2) the Contracting Authority may, acting in accordance with the Secretary of State for Constitutional Affairs Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the Freedom of Information Act 2000 ("the Code"), be obliged under the FOIA, or the EIR to disclose information concerning the Provider of the Services:
- 28.5.1 in certain circumstances without consulting the Provider; or
 - 28.5.2 following consultation with the Provider and having taken their views into account;
 - 28.5.3 provided always that where Clause 28.2 applies the Contracting Authority shall, in accordance with any recommendations of the Code, take reasonable steps, where appropriate, to give the Provider advanced notice, or failing that, to draw the disclosure to the Provider's attention after any such disclosure.
- 28.6 The Provider shall ensure that all Information is retained for disclosure and shall permit the Contracting Authority to inspect such records as requested from time to time.
- 28.7 The Provider acknowledges that the Commercially Sensitive Information (where supplied) is of indicative value only and that the Contracting Authority may be obliged to disclose it in accordance with Clause 28.5.

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

- 29.1 The Supplier shall comply with and shall ensure that its Staff comply with, the provisions of:
- 29.1.1 the Official Secrets Acts 1911 to 1989; and
 - 29.1.2 Section 182 of the Finance Act 1989.
- 29.2 In the event that the Supplier or its Staff fail to comply with this Clause, the Contracting Authority reserves the right to terminate the Contract by giving notice in writing to the Supplier.

30. CONFIDENTIAL INFORMATION

- 30.1 Except to the extent set out in this clause or where disclosure is expressly permitted elsewhere in this Contract, each Party shall:
- 30.1.1 treat the other Party's Confidential Information as confidential and safeguard it accordingly; and
 - 30.1.2 not disclose the other Party's Confidential Information to any other person without the owner's prior written consent.
- 30.2 Clause 30.1 shall not apply to the extent that:
- 30.2.1 such disclosure is a requirement of Law placed upon the Party making the disclosure, including any requirements for disclosure under the FOIA or the EIR pursuant to Clause 28 (Freedom of Information);

- 30.2.2 such information was in the possession of the Party making the disclosure without obligation of confidentiality prior to its disclosure by the information owner;
 - 30.2.3 such information was obtained from a third party without obligation of confidentiality;
 - 30.2.4 such information was already in the public domain at the time of disclosure otherwise than by a breach of this Contract; or
 - 30.2.5 it is independently developed without access to the other party's Confidential Information.
- 30.3 The Provider may only disclose the Contracting Authority's Confidential Information to its Staff who are directly involved in the provision of the Services and who need to know the information and shall ensure that such Staff are aware of and shall comply with these obligations as to confidentiality.
- 30.4 The Provider shall not, and shall procure that its Staff do not, use any of the Contracting Authority's Confidential Information received otherwise than for the purposes of this Contract.
- 30.5 At the written request of the Contracting Authority, the Provider shall procure that those members of the Staff identified in the Contracting Authority's notice signs a confidentiality undertaking prior to commencing any work in accordance with this Contract.
- 30.6 Nothing in this Contract shall prevent the Contracting Authority from disclosing the Provider's Confidential Information:
- 30.6.1 to any Crown Body or any other Contracting Authority. All Crown Bodies or Contracting Authorities receiving such Confidential Information shall be entitled to further disclose the Confidential Information to other Crown Bodies or other Contracting Authorities on the basis that the information is confidential and is not to be disclosed to a third party which is not part of any Crown Body or any Contracting Authority;
 - 30.6.2 to any consultant or other person engaged by the Contracting Authority or any person conducting a gateway review provided that the Contracting Authority shall ensure that any such third party shall be subject to confidentiality obligations in respect of the Provider's Confidential Information and that the disclosure of such Confidential Information shall not result in the Provider being placed at a competitive disadvantage;
 - 30.6.3 for the purpose of the examination and certification of the Contracting Authority's accounts;
 - 30.6.4 for any examination pursuant to Section 6(1) of the National Audit Act 1983 or the Audit Commission Act 1998 or any relevant Law, making similar provision with regard to the Contracting Authority of the economy, efficiency and effectiveness with which the Contracting Authority has used its resources.
- 30.7 The Contracting Authority shall use all reasonable endeavours to ensure that any government department, Contracting Authority, employee, third party or Sub-Contractor to whom the Providers Confidential Information is disclosed pursuant to Clause 30.6 is made aware of the Contracting Authority's obligations of confidentiality and maintains the confidentiality of the same.
- 30.8 Nothing in this Clause 30 shall prevent either Party from using any techniques, ideas or know-how gained during the performance of the Contract in the course of its normal business to the extent that this use does not result in a disclosure of the other Party's Confidential Information or an infringement of Intellectual Property Rights.

30.9 The Provider shall not without the prior written consent of the Contracting Authority divulge the existence of the Contract or any Order or disclose any information relating to or contained in the Contract to any person who is not engaged in the performance of the Contract.

30.10 In the event that the Provider fails to comply with this Clause 30 the Contracting Authority reserves the right to terminate the Contract by notice in writing with immediate effect.

30.11 The provisions of this Clause 30 shall apply notwithstanding termination of the Contract.

31. PUBLICITY, MEDIA AND OFFICIAL ENQUIRIES

31.1 The Provider shall not make any press announcements or publicise the Contract in any way without the Contracting Authority's prior Approval and shall take reasonable steps to ensure that its Staff comply with this Clause 31.

31.2 The Contracting Authority shall be entitled to publicise the Contract in accordance with any legal obligation upon the Contracting Authority, including any examination of the Contract by the Auditor.

31.3 The Providers shall not do anything or cause anything to be done, which may damage the reputation of the Contracting Authority or bring the Contracting Authority into disrepute.

32. SECURITY

32.1 The Contracting Authority shall be responsible for maintaining the security of the premises in accordance with its standard security requirements. The Providers shall comply with all reasonable security requirements of the Contracting Authority while on the premises and shall ensure that all Staff comply with such requirements.

32.2 The Contracting Authority shall provide to the Provider upon request copies of its written security procedures and shall afford the Provider upon request an opportunity to inspect its physical security arrangements.

33. INTELLECTUAL PROPERTY RIGHTS

33.1 Save as granted elsewhere under the Contract, neither the Contracting Authority nor the Provider shall acquire any right, title or interest in the other's Pre-Existing IPR.

33.2 The Parties shall not, and shall procure that the Staff shall not, (except when necessary for the performance of the Contract) without prior Approval, use or disclose any of the other Parties Pre-Existing IPR to any third party.

33.3 The Parties shall waive or procure a waiver of any moral rights in any copyright works assigned to the Contracting Authority under the Contract.

33.4 Each Party hereby grants to the other Party a non-exclusive, revocable, non-assignable licence to use the other Party's IPR during the Contract Period for the sole purpose of enabling the Provider to supply the Services and/or supply the Deliverables.

33.5 For any Intellectual Property that is created by the Staff, Temporary Workers or Permanent Employees during the Contract Period and whilst providing the Services or in the course of their employment at the Contracting Authority, the Intellectual Property Rights will be transferred to the Contracting Authority.

33.6 Prior to using any third-party Intellectual Property Rights, the Provider shall ensure that they have all necessary third-party licences to enable them to use the third-party Intellectual Property Rights to carry out its obligations under the Contract.

33.7 The Provider shall, during and after the Contract Period, indemnify and keep indemnified and hold the Contracting Authority harmless from and against all actions, suits, claims, demands,

losses, charges, damages, costs and expenses and other liabilities which the Contracting Authority may suffer or incur as a result of any claim that the performance by the Provider of the Services and/or supply of the Deliverables and/or the possession or use by the Contracting Authority of the Deliverables infringes or allegedly infringes a third party's Intellectual Property Rights ("**Claim**") except where the Claim arises from:

33.7.1 items or materials based upon designs supplied by the Contracting Authority; or

33.7.2 the use of data supplied by the Contracting Authority which is not required to be verified by the Provider under any provision of the Contract.

33.8 The Contracting Authority shall notify the Provider in writing of the Claim and the Contracting Authority shall not make any admissions which may be prejudicial to the defence or settlement of the Claim. The Provider shall at its own expense conduct all negotiations and any litigation arising in connection with the Claim provided always that the Provider:

33.8.1 shall consult the Contracting Authority on all substantive issues which arise during the conduct of such litigation and negotiations;

33.8.2 shall take due and proper account of the interests of the Contracting Authority; and

33.8.3 shall not settle or compromise the Claim without the Contracting Authority's prior Approval (not to be unreasonably withheld or delayed).

33.9 If a Claim is made in connection with the Contract or in the reasonable opinion of the Provider is likely to be made, the Provider shall immediately notify the Contracting Authority and, at its own expense and subject to the consent of the Contracting Authority (not to be unreasonably withheld or delayed), use its best endeavours to: -

33.9.1 modify the relevant part of the Services or the Deliverables without reducing the performance or functionality of the same, or substitute alternative services or deliverables of equivalent performance and functionality, so as to avoid the infringement or the alleged infringement, provided that the provisions herein shall apply with any necessary changes to such modified services or deliverables or to the substitute services or deliverables; or

33.9.2 procure a licence to use and supply the Services or the Deliverables, which are the subject of the alleged infringement,

33.10 In the event that the Provider is unable to comply with Clauses 33.9.1 or 33.9.2 within twenty (20) Working Days of receipt of the Provider's notification the Contracting Authority may terminate the Contract with immediate effect by notice in writing and the Provider shall, upon demand, refund the Contracting Authority with all monies paid in advance in respect of the Services or Deliverables not delivered up to the date of termination, that is subject to the Claim.

33.11 In the event that a modification or substitution in accordance with Clause 33.9.1 is not possible so as to avoid the infringement, or the Provider has been unable to procure a licence in accordance with Clause 33.9.2 the Contracting Authority shall be entitled to delete the relevant Service from the Contract and/or terminate the Contract with immediate effect.

33.12 This Clause 33 sets out the entire financial liability of the Provider with regard to the infringement of any Intellectual Property Rights as a result of the provision of the Services and/or the provision of the Deliverables hereunder. This shall not affect the Provider's financial liability for other Defaults or causes of action that may arise hereunder.

34. RECORDS AND AUDIT ACCESS

34.1 The Provider shall keep and maintain until six (6) years after the date of termination or expiry (whichever is the earlier) of the Contract (or as long a period as may be agreed between the

Parties), full and accurate records and accounts of the operation of the Contract including, the Services supplied under it, the Call-Off Contracts entered into with YPO and each individual Contracting Authority and the amounts paid by each Contracting Authority.

- 34.2 The Provider shall keep the records and accounts referred to in Clause 34.1 above in accordance with good accountancy practice.
- 34.3 The Provider shall afford the relevant Contracting Authority and/or the Auditor access to such records and accounts relating to the operation of this Contract as may be required from time to time upon reasonable notice and subject to reasonable confidentiality undertakings.
- 34.4 The Provider shall on request provide such records and accounts (together with copies of the Provider's published accounts) during the Contract Period and for a period of six (6) years after the expiry of the Contract Period to the Contracting Authority, the Contracting Authority's representatives and/or the Auditor as may be required from time to time.
- 34.5 The Contracting Authority shall use reasonable endeavours to ensure that each audit does not unreasonably disrupt the Provider or delay the provision or supply of Services save insofar as the Provider accepts and acknowledges that control over the conduct of audits carried out by the Auditor is outside of the control of the Contracting Authority. The Contracting Authority will use reasonable endeavours to ensure that all audits are carried out during normal business hours (Monday to Friday, 9-5) and on reasonable notice.
- 34.6 Subject to the Contracting Authority's rights of Confidential Information, the Provider shall on demand provide the Auditors with all reasonable co-operation and assistance in relation to each audit, including: -
- 34.6.1 all information requested by the Contracting Authority within the scope of the audit;
- 34.6.2 reasonable access to sites controlled by the Provider and to equipment used in the provision of the Services; and
- 34.6.3 access to the Staff.
- 34.7 The Parties agree that they shall bear their own respective costs and expenses incurred in respect of compliance with their obligations under this Clause 34, unless the audit reveals a Material Default by the Provider in which case the Provider shall reimburse the Contracting Authority for the Contracting Authority's reasonable costs incurred in relation to the audit.

CONTROL OF THE CONTRACT

35. TRANSFER AND SUB-CONTRACTING

- 35.1 The Provider shall not assign, novate, sub-contract or in any other way dispose of the Contract or any part of it without prior Approval. Sub-contracting any part of the Contract shall not relieve the Provider of any obligation or duty attributable to the Provider under the Contract.
- 35.2 The Provider shall be responsible for the acts and omissions of its Sub-Contractors as though they were the actions and/or omissions of its own Staff but for the avoidance of doubt the Provider shall not be responsible for the acts and omissions of Temporary Workers while they are engaged on a Placement.
- 35.3 Where the Contracting Authority has consented to the placing of sub-contracts, copies of each sub-contract shall, at the request of the Contracting Authority, be sent by the Provider to the Contracting Authority as soon as reasonably practicable.
- 35.4 Subject to Clause 35.6, the Contracting Authority may assign, novate or otherwise dispose of its rights and obligations under the Contract or any part thereof to:
- 35.4.1 any Contracting Authority; or

35.4.2 any other Authority established by the Crown or under statute in order substantially to perform any of the functions that had previously been performed by the Contracting Authority; or

35.4.3 any private sector Authority which substantially performs the functions of the Contracting Authority,

provided that any such assignment, novation or other disposal shall not increase the burden of the Provider's obligations under the Contract.

35.5 Any change in the legal status of the Contracting Authority such that it ceases to be a Contracting Authority shall not, subject to Clause 35.6, affect the validity of the Contract. In such circumstances, the Contract shall bind and inure to the benefit of any successor Authority to the Contracting Authority.

35.6 If the rights and obligations under the Contract are assigned, novated or otherwise disposed of pursuant to Clause 35.4 to a Authority which is not a Contracting Authority or if there is a change in the legal status of the Contracting Authority such that it ceases to be a Contracting Authority (in the remainder of this clause both such Authorities being referred to as "**the Transferee**"):

35.6.1 the rights of termination of the Contracting Authority in Clause 47 shall be available to the Provider in the event of, respectively, the bankruptcy or insolvency, or Default of the Transferee; and

35.6.2 the Transferee shall only be able to assign, novate or otherwise dispose of its rights and obligations under the Contract or any part thereof with the previous consent in writing of the Provider.

35.7 The Contracting Authority may disclose to any Transferee any Confidential Information of the Provider which relates to the performance of the Provider's obligations under the Contract. In such circumstances the Contracting Authority shall authorise the Transferee to use such Confidential Information only for purposes relating to the performance of the Provider's obligations under the Contract and for no other purposes and shall take all reasonable steps to ensure that the Transferee gives a Confidential Information undertaking in relation to such Confidential Information.

35.8 Each Party shall at its own cost and expense carry out or use all reasonable endeavours to ensure the carrying out of, whatever further actions (including the execution of further documents) the other Party reasonably requires from time to time for the purpose of giving that other Party the full benefit of the provisions of the Contract.

35.9 The Provider must have a Sub-Contractor management process in place and be able to evidence this process to the Contracting Authority if requested. As a minimum the Provider must comply with the Invitation to Tender specification and must:

35.9.1 look at the Sub-Contractors performance overall and look at feedback in relation to any Temporary Workers that were provided to a contracting authority;

35.9.2 meet with their Sub-Contractors at least twice a year and for Sub-Contractors that are used frequently a minimum of four times a year. The outcomes of these meetings must be reported to YPO on a quarterly basis;

35.9.3 be able to provide reports to the Contracting Authority regarding work within local communities;

35.9.4 check that each of their Sub-Contractors are compliant with all applicable legislation and regulations;

- 35.9.5 monitor all National Insurance (NI) Contributions, Agency Workers Regulations (AWR), Working Time Regulations (WTR), etc;
- 35.9.6 ensure that the terms and conditions between the Provider and each of the Sub-Contractors are consistent;
- 35.9.7 maintain a Sub-Contractor complaints policy and make sure that each Sub-Contractor is aware of the complaints policy. Information on any complaints received should be submitted to YPO and/or Contracting Authorities every six months.

36. WAIVER

- 36.1 The failure of either Party to insist upon strict performance of any provision of the Contract, or the failure of either Party to exercise, or any delay in exercising, any right or remedy shall not constitute a waiver of that right or remedy and shall not cause a diminution of the obligations established by the Contract.
- 36.2 No waiver shall be effective unless it is expressly stated to be a waiver and communicated to the other Party in writing in accordance with Clause 8 (Notices).
- 36.3 A waiver of any right or remedy arising from a breach of the Contract shall not constitute a waiver of any right or remedy arising from any other or subsequent breach of the Contract.

37. VARIATION

- 37.1 Subject to the provisions of this Clause 37.1, the Contracting Authority may request a variation to Services ordered provided that such variation does not amount to a material change to the Order. Such a change is hereinafter called a "Variation".
- 37.2 The Contracting Authority may request a Variation by completing and sending the Call-Off Terms and Conditions Variation form attached at Appendix 4 ("**the Variation Form**") to the Provider giving sufficient information for the Provider to assess the extent of the Variation and any additional cost that may be incurred. The Provider shall respond to a request for a Variation within the time limits specified in the Variation Form. Such time limits shall be reasonable having regard to the nature of the Order.
- 37.3 In the event that the Provider is unable to provide the Variation to the Services or where the Parties are unable to agree a change to the Contract Price, the Contracting Authority may:
 - 37.3.1 agree to allow the Provider to continue to perform their obligations under the Contract without the Variation; or
 - 37.3.2 terminate the Contract with immediate effect, except where the Provider has already delivered part or all of the Order in accordance with the Order Form or where the Provider can show evidence of substantial work being carried out to fulfil the Order, and in such a case the Parties shall attempt to agree upon a resolution to the matter. Where a resolution cannot be reached, the matter shall be dealt with under the Dispute Resolution Procedure detailed at Clause 56.
 - 37.3.3 If the Parties agree the Variation and any variation in the Contract Price, the Provider shall carry out such Variation and be bound by the same provisions so far as is applicable, as though such Variation was stated in the Contract.

38. SEVERABILITY

- 38.1 If any provision of the Contract is held invalid, illegal or unenforceable for any reason, such provision shall be severed, and the remainder of the provisions hereof shall continue in full force and effect as if the Contract had been executed with the invalid, illegal or unenforceable provision eliminated.

- 38.2 In the event of a holding of invalidity so fundamental as to prevent the accomplishment of the purpose of the Contract, the Contracting Authority and the Provider shall immediately commence good faith negotiations to remedy such invalidity.

39. REMEDIES IN THE EVENT OF INADEQUATE PERFORMANCE OF THE SERVICES

- 39.1 Where a complaint is received about the manner in which any Services have been supplied or work has been performed or about the procedures used or about any other matter connected with the performance of the Provider's obligations under the Contract, then the Contracting Authority shall take all reasonable steps to investigate the complaint. The Contracting Authority may, in its sole discretion, uphold the complaint, or take further action in accordance with Clause 47 (Termination) of the Contract.
- 39.2 In the event that the Contracting Authority is of the reasonable opinion that there has been a material breach of the Contract by the Provider, then the Contracting Authority may, without prejudice to its rights under Clause 47 (Termination), do any of the following:
- 39.2.1 without terminating the Contract, itself supply or procure the supply of all or part of the Services until such time as the Provider shall have demonstrated to the reasonable satisfaction of the Contracting Authority that the Provider will once more be able to supply all or such part of the Services in accordance with the Contract;
 - 39.2.2 without terminating the whole of the Contract, terminate the Contract in respect of part of the Services only (whereupon a corresponding reduction in the Contract Price shall be made) and thereafter itself supply or procure a third party to supply such part of the Services;
 - 39.2.3 terminate, in accordance with Clause 47 (Termination), the whole of the Contract; and/or
 - 39.2.4 charge the Provider for and the Provider shall pay any costs reasonably incurred by the Contracting Authority (including any reasonable administration costs) in respect of the supply of any part of the Services by the Contracting Authority or a third party to the extent that such costs exceed the payment which would otherwise have been payable to the Provider for such part of the Services and provided that (i) the Provider has been given a reasonable opportunity to perform the Services prior to the Contracting Authority performing them or engaging a third party, and (ii) the Contracting Authority uses its reasonable endeavours to mitigate any additional expenditure in obtaining replacement Services.
- 39.3 If the Provider fails to supply any of the Services in accordance with the provisions of the Contract and such failure is capable of remedy, then the Contracting Authority shall instruct the Provider to remedy the failure and the Provider shall at its own cost and expense remedy such failure (and any damage resulting from such failure) within ten (10) Working Days of the Contracting Authority's instructions or such other period of time as the Contracting Authority may direct.
- 39.4 In the event that the Provider
- 39.4.1 fails to comply with Clause 39.3 above and the failure is materially adverse to the interests of the Contracting Authority or prevents the Contracting Authority from discharging a statutory duty; or
 - 39.4.2 persistently fails to comply with Clause 39.3 above
- the Contracting Authority may terminate the Contract with immediate effect by giving the Provider notice in writing.

40. CUMULATIVE REMEDIES

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

41. MONITORING OF CONTRACT PERFORMANCE

- 41.1 The Provider shall comply with the monitoring arrangements set out in the Order Form including, providing such data and information as the Provider may be required to produce under the Contract.

LIABILITIES

42. LIABILITY, INDEMNITY AND INSURANCE

- 42.1 Nothing in the Contract shall be construed to limit or exclude either Party's liability for:

42.1.1 death or personal injury caused by its negligence or that of its Staff; or

42.1.2 Fraud or fraudulent misrepresentation by it or that of its Staff.

- 42.2 Subject to Clause 42.3 and Clause 42.4, the Provider shall indemnify and keep indemnified the Contracting Authority in full from and against all claims, proceedings, actions, damages, costs, expenses and any other liabilities which may arise out of, or in consequence of, the supply, or late or purported supply, of the Services by the Provider of its obligations under the Contract or the presence of the Provider or any Staff on the Premises, including in respect of any death or personal injury, loss of or damage to property, financial loss arising from any advice given or omitted to be given by the Provider, or any other loss which is caused directly by any act or omission of the Provider or its Staff. The Provider shall not be responsible for any personal injury, loss, damage, cost or expense if and to the extent that it is caused by the negligence or wilful misconduct of the Contracting Authority or by breach by the Contracting Authority of its obligations under the Contract.

- 42.3 Subject always to Clause 42.4 and Clause 42.5, the liability of either Party for defaults shall be subject to the following financial limits:

42.3.1 the aggregate liability of either Party for all defaults resulting in direct loss of or damage to the property of the other under or in connection with the Contract shall in no event exceed [VALUE TO BE DETERMINED/NEGOTIATED AT FURTHER COMPETITION]; and

42.3.2 the annual aggregate liability under the Contract of either Party for all defaults shall in no event exceed the greater of [VALUE TO BE DETERMINED/NEGOTIATED AT FURTHER COMPETITION] or [VALUE TO BE DETERMINED/NEGOTIATED AT FURTHER COMPETITION] per cent of the Contract Price payable by the Contracting Authority to the Provider in the year in which the liability arises.

- 42.4 Subject to Clause 42.1, in no event shall either Party be liable to the other for any:

42.4.1 loss of profits;

42.4.2 loss of business;

42.4.3 loss of revenue;

42.4.4 loss of or damage to goodwill;

42.4.5 loss of savings (whether anticipated or otherwise); and/or

- 42.4.6 any indirect or consequential loss or damage.
- 42.5 The Contracting Authority may, amongst other things, recover as a direct loss:
- 42.5.1 any additional operational and/or administrative expenses arising from the Provider's default;
 - 42.5.2 any wasted expenditure or charges rendered unnecessary and/or incurred by the Contracting Authority arising from the Provider's default; and
 - 42.5.3 the additional cost of procuring replacement Services for the remainder of the Contract Period following termination of the Contract as a result of a default by the Provider.
- 42.6 Nothing in the Contract shall impose any liability on the Contracting Authority in respect of any liability incurred by the Provider to any other person, but this shall not be taken to exclude or limit any liability of the Contracting Authority to the Provider that may arise by virtue of either a breach of the Contract or by negligence on the part of the Contracting Authority, or the Contracting Authority's employees, servants or agents.
- 42.7 The Provider shall affect and maintain with a reputable insurance company a policy or policies of insurance providing an adequate level of cover in respect of insurable risks which may be incurred by the Provider, arising out of the Provider's performance of its obligations under the Contract, including death or personal injury, loss of or damage to property or any other loss. Such policies shall include cover in respect of any financial loss arising from any advice given or omitted to be given by the Provider. Such insurance shall be maintained for the duration of the Contract Period and for a minimum of six (6) Years following the expiration or earlier termination of the Contract.
- 42.8 The Provider shall affect and maintain the following insurances for the duration of the Framework Agreement in relation to the performance of the Framework Agreement: -
- 42.8.1 public liability insurance with a minimum limit of indemnity of £10,000,000 (ten million pounds) for each individual claim.
 - 42.8.2 employer's liability insurance with a minimum limit of indemnity of £10,000,000 (ten million pounds) for each individual claim; and
 - 42.8.3 professional indemnity insurance with a minimum limit of indemnity of £5,000,000 (five million pounds) for each individual claim.
- 42.9 The Provider shall give the Contracting Authority, on request, copies of all insurance policies referred to in this clause or a broker's verification of insurance to demonstrate that the appropriate cover is in place, together with receipts or other evidence of payment of the latest premiums due under those policies.
- 42.10 If, for whatever reason, the Provider fails to give effect to and maintain the insurances required by the provisions of the Contract the Contracting Authority may make alternative arrangements to protect its interests and may recover the costs of such arrangements from the Provider.
- 42.11 The provisions of any insurance or the amount of cover shall not relieve the Provider of any liabilities under the Contract. It shall be the responsibility of the Provider to determine the amount of insurance cover that will be adequate to enable the Provider to satisfy any liability referred to in Clause 42.
- 42.12 Where the Provider directly causes or contributes to the below cost, liability, demand or expense, the Provider shall indemnify the Contracting Authority, and shall be able to produce evidence of the same indemnity from the Providers Sub-Contractors on request, against each and every cost, liability, demand or expense (including for the avoidance of doubt redundancy

payments) or any liability for unfair or wrongful dismissal incurred by the Contracting Authority in connection with any Placement under this Contract or Order Form including but not limited to:

- 42.12.1 The Provider failing to pay any Sub-Contractor, Temporary Worker or any individual or company in connection with providing Services under this Contract.
- 42.12.2 Any claim arising out of the Provider or its Sub-Contractors failing to comply with their obligations both under this Contract and their legal obligations.
- 42.12.3 Any claim arising directly due to the Provider or its Sub-Contractors failing to disclose information reasonably requested in relation to any Temporary Workers or any individual or company in connection with providing Services under this Contract.

43. PROFESSIONAL INDEMNITY

- 43.1 The Provider shall affect and maintain a professional indemnity insurance policy during the Contract Period and shall ensure that all agents, professional consultants and Sub-Contractors involved in the supply of the Services effect and maintain appropriate professional indemnity insurance during the Contract Period. To comply with its obligations under this Clause and as a minimum, the Provider shall ensure professional indemnity insurance held by the Provider and by any agent, Sub-Contractor or consultant involved in the supply of the Services has a limit of indemnity of not less than the sum set out in the Invitation to Tender for the Framework Agreement and for each individual claim or such higher limit as the Contracting Authority may reasonably require (and as required by law) from time to time. Such insurance shall be maintained for a minimum of 6 (six) years following the expiration or earlier termination of the Contract.

44. TAXATION, NATIONAL INSURANCE AND EMPLOYMENT LIABILITY

- 44.1 The Parties acknowledge and agree that the Contract constitutes a contract for the provision of Services and not a contract of employment. The Provider shall at all times indemnify the Contracting Authority and keep the Contracting Authority indemnified in full from and against all claims, proceedings, actions, damages, costs, expenses, liabilities and demands whatsoever and howsoever arising by reason of any circumstances whereby the Contracting Authority is alleged or determined to have been assumed or imposed with the liability or responsibility for the Staff (or any of them) as an employer of the Staff and/or any liability or responsibility to HM Revenue or Customs as an employer of the Staff whether during the Contract Period or arising from termination or expiry of the Contract. This indemnity shall not apply where the Contracting Authority has treated any Staff as its employees or where any Staff become employees of the Contracting Authority under the Transfer of Undertakings (Protection of Employment) Regulations 2006 (as amended).
- 44.2 For the avoidance of doubt the responsibility of IR35 will sit with the Contracting Authority with support from the Provider.

45. WARRANTIES AND REPRESENTATIONS

- 45.1 The Provider warrants and represents that:
 - 45.1.1 it has full capacity and authority and all necessary consents (including where its procedures so require, the consent of its Parent Company) to enter into and perform its obligations under the Contract;
 - 45.1.2 the Contract is executed by a duly authorised representative of the Provider;
 - 45.1.3 in entering the Contract, it has not committed any Fraud;
 - 45.1.4 as at the Commencement Date, all information, statements and representations contained in the Tender response for the Services are true, accurate and not

misleading save as may have been specifically disclosed in writing to the Contracting Authority prior to execution of the Contract and it will advise the Contracting Authority of any fact, matter or circumstance of which it may become aware which would render any such information, statement or representation to be false or misleading;

45.1.5 no claim is being asserted and no litigation, arbitration or administrative proceeding is presently in progress or, to the best of its knowledge and belief, pending or threatened against it or its assets which will or might affect its ability to perform its obligations under the Contract;

45.1.6 it is not subject to any contractual obligation, compliance with which is likely to have an adverse effect on its ability to perform its obligations under the Contract;

45.1.7 no proceedings or other steps have been taken and not discharged (nor, to the best of its knowledge, are threatened) for the winding up of the Provider or for its dissolution or for the appointment of a receiver, administrative receiver, liquidator, manager, administrator or similar officer in relation to any of the Provider's assets or revenue;

45.1.8 it owns, has obtained or is able to obtain valid licences for all Intellectual Property Rights that are the Services shall be provided by appropriately experienced, qualified and trained Staff with all due skill, care and diligence;

45.1.9 necessary for the performance of its obligations under the Contract;

45.2 in the three (3) years prior to the date of the Contract:

45.2.1 it has conducted all financial accounting and reporting activities in compliance in all material respects with the generally accepted accounting principles that apply to it in any country where it files accounts;

45.2.2 it has been in full compliance with all applicable securities and tax laws and regulations in the jurisdiction in which it is established; and

45.2.3 it has not done or omitted to do anything which could have an adverse effect on its assets, financial condition or position as an ongoing business concern or its ability to fulfil its obligations under the Contract.

DEFAULT, DISRUPTION, SUSPENSION AND TERMINATION

46. SUSPENSION

46.1 Without prejudice to the Contracting Authority's right to terminate the Contract in Clause 47 below, the Contracting Authority, acting reasonably at all times, may suspend the Provider's appointment to supply Services by giving notice in writing to the Provider. If the Contracting Authority provides notice to the Provider in accordance with this Clause 46, the Provider's appointment shall be suspended for the period set out in the notice or such other period notified to the Provider by the Contracting Authority in writing from time to time.

46.2 A Provider's Appointment may be suspended to allow YPO and/or a Contracting Authority the opportunity to investigate any incidents or complaints that may have arisen relating to the provision of Services under this Framework Agreement. Should this occur the Provider will be suspended (at no cost to YPO or the Contracting Authority) whilst investigations take place. Any Orders already placed during this period shall be put on hold pending the outcome.

46.3 Following suspension of a Provider's appointment under this Clause 46 the Provider will be informed of the outcome as soon as possible and be advised whether or not they the Contract has been terminated with immediate effect.

47. TERMINATION

Termination - Insolvency and Change of Control

- 47.1 The Contracting Authority may terminate the Contract with immediate effect by giving notice in writing where the Provider is a company and in respect of the Provider:
- 47.1.1 a proposal is made for a voluntary arrangement within Part I of the Insolvency Act 1986 or of any other composition scheme or arrangement with, or assignment for the benefit of, its creditors;
 - 47.1.2 a shareholders' meeting is convened for the purpose of considering a resolution that it be wound up or a resolution for its winding-up is passed (other than as part of, and exclusively for the purpose of, a bona fide reconstruction or amalgamation);
 - 47.1.3 a petition is presented for its winding up (which is not dismissed within fourteen (14) days of its service) or an application is made for the appointment of a provisional liquidator or a creditors' meeting is convened pursuant to Section 98 of the Insolvency Act 1986;
 - 47.1.4 a receiver, administrative receiver or similar officer is appointed over the whole or any part of its business or assets;
 - 47.1.5 an application order is made either for the appointment of an administrator or for an administration order, an administrator is appointed, or notice of intention to appoint an administrator is given;
 - 47.1.6 it is or becomes insolvent within the meaning of Section 123 of the Insolvency Act 1986;
 - 47.1.7 being a "small company" within the meaning of Section 382 of the Companies Act 2006 a moratorium comes into force pursuant to Schedule A1 of the Insolvency Act 1986; or
 - 47.1.8 any event similar to those listed in Clause 47.1 occurs under the law of any other jurisdiction.
- 47.2 The Contracting Authority may terminate the Contract with immediate effect by notice in writing where the Provider is an individual and:
- 47.2.1 an application for an interim order is made pursuant to Sections 252-253 of the Insolvency Act 1986 or a proposal is made for any composition scheme or arrangement with, or assignment for the benefit of, the Provider's creditors;
 - 47.2.2 a petition is presented and not dismissed within fourteen (14) days or order made for the Provider's bankruptcy;
 - 47.2.3 a receiver, or similar officer is appointed over the whole or any part of the Provider's assets or a person becomes entitled to appoint a receiver, or similar officer over the whole or any part of his assets;
 - 47.2.4 the Provider is unable to pay his debts or has no reasonable prospect of doing so, in either case within the meaning of Section 268 of the Insolvency Act 1986;
 - 47.2.5 a creditor or encumbrance attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the Provider's assets and such attachment or process is not discharged within fourteen (14) days;
 - 47.2.6 he dies or is adjudged incapable of managing his affairs within the meaning of Part VII of the Mental Health Act 1983; or

47.2.7 the Provider suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of his business.

47.3 The Provider shall notify the Contracting Authority immediately if the Provider undergoes a change of control within the meaning of Section 416 of the Income and Corporation Taxes Act 1988 ("**Change of Control**"). The Contracting Authority may terminate the Contract by notice in writing with immediate effect within six (6) Months of:

47.3.1 being notified that a Change of Control has occurred; or

47.3.2 where no notification has been made, the date that the Contracting Authority becomes aware of the Change of Control;

but shall not be permitted to terminate where an Approval was granted prior to the Change of Control.

47.4 The Contracting Authority may terminate the Contract with immediate effect by notice in writing where:

47.4.1 the Provider are using staff that are not experienced, certified, qualified and trained in the delivery of these types of Services;

47.4.2 the Provider and its Staff employed in connection with the Services have failed to comply with the relevant Law governing the delivery of Services.

Termination on Default – Minor Default

47.5 Where the Provider commits a Minor Default of the Contract, the Contracting Authority shall be entitled to issue the Provider with an "Improvement Notice". Such Improvement Notice shall state the nature of the Minor Default and give the Provider a minimum of ten (10) working days to remedy the Minor Default.

47.6 If the Provider commits three (3) Minor Defaults in a twelve (12) month rolling period, this will be classed as a Material Default and the Contract may be terminated in accordance with Clause 47.7.3.

Termination on Default – Material Default

47.7 The Contracting Authority may terminate the Contract by serving written notice on the Provider with effect from the date specified in such notice, where the Provider commits a Material Default and:

47.7.1 the Provider has not remedied the Material Default to the satisfaction of the Contracting Authority within twenty (20) Working Days, or such other period as may be specified by the Contracting Authority, after issue of a written notice specifying the Material Default and requesting it to be remedied;

47.7.2 the Material Default is not, in the reasonable opinion of the Contracting Authority, capable of remedy;

47.7.3 if the Provider has committed three (3) or more Minor Defaults within a twelve (12) month rolling period;

47.7.4 where any Contracting Authority terminates a Call-Off Contract awarded to the Provider under the Framework Agreement as a consequence of a Material Default by the Provider.

47.8 If the Contracting Authority fails to pay the Provider undisputed sums of money when due, the Provider shall notify the Contracting Authority in writing of such failure to pay. If the Contracting

Authority fails to pay such undisputed sums within ninety (90) of the date of such written notice, the Provider may terminate the Contract in writing with immediate effect, save that such right of termination shall not apply where the failure to pay is due to the Contracting Authority exercising its rights under Clause 21 (Recovery of Sums Due).

- 47.9 If the Provider has been suspended in accordance with Clause 46 and the outcome following such suspension shows the Provider to be at fault, to have provided Services not to the required specification or that the Provider has acted in breach of this Contract and/or the Framework Agreement then the Contracting Authority may serve notice on the Provider to terminate the Contract.

47.10 Any of the provisions in Regulation 73(1) of the Regulations apply

48. BREAK

- 48.1 The Contracting Authority shall have the right to terminate the Contract at any time by giving three (3) Months written notice to the Provider.

49. FRAMEWORK AGREEMENT

- 49.1 The Contracting Authority may terminate the Contract by giving written notice to the Provider with immediate effect if the Framework Agreement is terminated for any reason whatsoever.

50. CONSEQUENCES OF EXPIRY OR TERMINATION

- 50.1 Where the Contracting Authority terminates the Contract under Clause 47 and then makes other arrangements for the supply of Services, the Contracting Authority may recover from the Provider the cost reasonably incurred of making those other arrangements and any additional expenditure incurred by the Contracting Authority throughout the remainder of the Contract Period. The Contracting Authority shall take all reasonable steps to mitigate such additional expenditure. Where the Contract is terminated under Clause 47, no further payments shall be payable by the Contracting Authority to the Provider until the Contracting Authority has established the final cost of making those other arrangements.

- 50.2 Where the Contracting Authority terminates the Contract under Clause 48, the Contracting Authority shall indemnify the Provider against any commitments, liabilities or expenditure which would otherwise represent an unavoidable loss to the Provider by reason of the termination of the Contract, provided that the Provider takes all reasonable steps to mitigate such loss. Where the Provider holds insurance, the Provider shall reduce its unavoidable costs by any insurance sums available. The Provider shall submit a fully itemised and valued list of such loss, with supporting evidence, of losses reasonably and actually incurred by the Provider as a result of termination under Clause 48.

- 50.3 The Contracting Authority shall not be liable under Clause 50.2 to pay any sum which:

50.3.1 was claimable under insurance held by the Provider, and the Provider has failed to make a claim on its insurance, or has failed to make a claim in accordance with the procedural requirements of the insurance policy; or

50.3.2 when added to any sums paid or due to the Provider under the Contract, exceeds the total sum that would have been payable to the Provider if the Contract had not been terminated prior to the expiry of the Contract Period.

- 50.4 Save as otherwise expressly provided in the Contract:

50.4.1 termination or expiry of the Contract shall be without prejudice to any rights, remedies or obligations accrued under the Contract prior to termination or expiration and nothing in the Contract shall prejudice the right of either Party to recover any amount outstanding at such termination or expiry; and

- 50.4.2 Within thirty (30) Working Days of the date of termination or expiry of the Contract, the Provider shall return to the Contracting Authority any data and Confidential Information belonging to the Contracting Authority that is in the Provider's possession, power or control, either in its then current format or in a format nominated by Contracting Authority, together with all training manuals and other related documentation, and any other information and all copies thereof owned by the Contracting Authority, save that it may keep one copy of any such data or information for a period of up to twelve (12) Months to comply with its obligations under the Contract, or such period as is necessary for such compliance.
- 50.4.3 termination of the Contract shall not affect the continuing rights, remedies or obligations of the Contracting Authority or the Provider under Clauses 19 (Payment and VAT), 21 (Recovery of Sums Due), 22 (Prevention of Bribery and Corruption), 27 (Data Protection Act), **Error! Reference source not found.** (Freedom of Information), 29 (Confidential Information), 33 (Intellectual Property Rights), 34 (Records and Audit Access), 40 (Cumulative Remedies), 42 (Liability, Indemnity and Insurance), 43 (Professional Indemnity), 50 (Consequences of Expiry or Termination), 52 (Recovery upon Termination) and 54 (Governing Law).

51. DISRUPTION

- 51.1 The Provider shall take reasonable care to ensure that in the performance of its obligations under the Contract it does not disrupt the operations of the Contracting Authority, its employees or any other Provider employed by the Contracting Authority.
- 51.2 The Provider shall immediately inform the Contracting Authority of any actual or potential industrial action, whether such action is by their own employees or others, which affects or might affect its ability at any time to perform its obligations under the Contract.
- 51.3 In the event of industrial action by the Staff, the Provider shall seek the Contracting Authority's Approval to its proposals for the continuance of the supply of the Services in accordance with its obligations under the Contract.
- 51.4 If the Provider's proposals referred to in Clause 51.3 are considered insufficient or unacceptable by the Contracting Authority acting reasonably then the Contract may be terminated with immediate effect by the Contracting Authority by notice in writing.
- 51.5 If the Provider is temporarily unable to fulfil the requirements of the Contract owing to disruption of normal business by direction of the Contracting Authority, an appropriate allowance by way of extension of time will be Approved by the Contracting Authority. In addition, the Contracting Authority will reimburse any additional expense reasonably incurred by the Provider as a direct result of such disruption.

52. RECOVERY UPON TERMINATION

- 52.1 On the termination of the Contract for any reason, the Provider shall:
- 52.1.1 immediately return to the Contracting Authority all Confidential Information, Personal Data and Contracting Authority's Pre-Existing IPR's and the Project Specific IPR's in its possession or in the possession or under the control of any permitted Providers or Sub-Contractors, which was obtained or produced in the course of providing the Services;
- 52.1.2 immediately deliver to the Contracting Authority all Property (including materials, documents, information and access keys) provided to the Provider under this Contract. Such property shall be handed back in good working order (allowance shall be made for reasonable wear and tear);

- 52.1.3 assist and co-operate with the Contracting Authority to ensure an orderly transition of the provision of the Services to the Replacement Provider and/or the completion of any work in progress;
- 52.1.4 promptly provide all information concerning the provision of the Services which may reasonably be requested by the Contracting Authority for the purposes of adequately understanding the manner in which the Services have been provided or for the purpose of allowing the Contracting Authority or the Replacement Provider to conduct due diligence.
- 52.2 If the Provider fails to comply with Clause 52.1 the Client may recover possession thereof and the Provider grants a licence to the Client or its appointed agents to enter (for the purposes of such recovery) any premises of the Provider or its permitted Providers or Sub-Contractors where any such items may be held.
- 52.3 Where the end of the Contract Period arises due to the Provider's Default, the Provider shall provide all assistance under Clause 52.1 free of charge. Otherwise, the Contracting Authority shall pay the Provider's reasonable costs of providing the assistance and the Provider shall take all reasonable steps to mitigate such costs.
- 52.4 At the end of the Contract Period (howsoever arising) the licence granted pursuant to Clause 33 shall automatically terminate without the need to serve notice.

53. FORCE MAJEURE

- 53.1 Neither Party shall be liable to the other Party for any delay in performing, or failure to perform, its obligations under the Contract (other than a payment of money) to the extent that such delay or failure is a result of Force Majeure. Notwithstanding the foregoing, each Party shall use all reasonable endeavours to continue to perform its obligations under the Contract for the duration of such Force Majeure. However, if such Force Majeure prevents either Party from performing its material obligations under the Contract for a period in excess of six (6) Months, either Party may terminate the Contract with immediate effect by notice in writing.
- 53.2 Any failure or delay by the Provider in performing its obligations under the Contract which results from any failure or delay by an agent or Sub-Contractor shall be regarded as due to Force Majeure only if that agent or Sub-Contractor is itself impeded by Force Majeure from complying with an obligation to the Provider.
- 53.3 If either Party becomes aware of a Force Majeure event or occurrence which gives rise to or is likely to give rise to any such failure or delay on its part as described in Clause 53.1 it shall immediately notify the other by the most expeditious method then available and shall inform the other of the period during which it is estimated that such failure or delay shall continue.
- 53.4 It is expressly agreed that any failure by the Provider to perform or any delay by the Provider in performing its obligations under the Contract which results from any failure or delay in the performance of its obligations by any person, firm or company with which the Provider shall have entered into any contract, supply arrangement or sub-contract or otherwise shall be regarded as a failure or delay due to Force Majeure only in the event that such person firm or company shall itself be prevented from or delayed in complying with its obligations under such contract, supply arrangement or sub-contract or otherwise as a result of circumstances of Force Majeure.
- 53.5 For the avoidance of doubt it is hereby expressly declared that the only events which shall afford relief from liability for failure or delay shall be any event qualifying for Force Majeure hereunder.

DISPUTES AND LAW

54. GOVERNING LAW

- 54.1 The Contract shall be governed by and interpreted in accordance with English law and the Parties submit to the exclusive jurisdiction of the English courts and agree that the Contract is to be governed exclusively by and construed under English law.
- 54.2 This Contract is binding on the Contracting Authority and its successors and assignees and the Provider and the Provider's successors and permitted assignees.

55. TRANSFER OF UNDERTAKINGS (PROTECTION OF EMPLOYMENT) REGULATIONS (TUPE)

- 55.1 During the period of six (6) Months preceding the expiry of this Contract or after the Contracting Authority has given notice to terminate the Contract or the Provider stops trading, and within twenty (20) Working Days of being so requested by the Contracting Authority, the Provider shall fully and accurately disclose to the Contracting Authority, for the purposes of TUPE, all information relating to its Staff engaged in providing the Services under the Contract (subject to data protection obligations), in particular but not necessarily restricted to, the following:
- 55.1.1 the total number of Staff whose employment with the Provider is liable to be terminated at the expiry of the Contract but for any operation of law;
 - 55.1.2 for each person, age and gender, details of their salary, and pay settlements covering that person which relate to future dates, but which have already been agreed and their redundancy entitlements (the names of individual members of employed Staff do not have to be given);
 - 55.1.3 full information about the other terms and conditions on which the affected Staff are employed (including their working arrangements), or about where that information can be found;
 - 55.1.4 details of pensions entitlements, if any; and
 - 55.1.5 job titles of the members of Staff affected and the qualifications required for each position.
- 55.2 The Provider shall permit the Contracting Authority to use the information for the purposes of TUPE and of re-tendering. The Provider will co-operate with the re-tendering of the Service by allowing the transferee to communicate with and meet the affected Staff and/or their representatives.
- 55.3 The Provider agrees to indemnify the Contracting Authority fully and to hold it harmless at all times from and against all actions, proceedings, claims, expenses, awards, costs and all other liabilities whatsoever in any way connected with or arising from or relating to the provision of information under Clause 55.1.
- 55.4 In the event that the information provided by the Provider in accordance with Clause 55 above becomes inaccurate, whether due to changes to the employment and personnel details of the affected Staff made subsequent to the original provision of such information or by reason of the Provider becoming aware that the information originally given was inaccurate, the Provider shall notify the Contracting Authority of the inaccuracies and provide the amended information.
- 55.5 The provisions of this Clause 55 shall apply during the continuance of the Contract and for 12 Months after its termination.

56. DISPUTE RESOLUTION

- 56.1 The Parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with the Contract within twenty (20) Working Days of either Party notifying the other of the dispute and such efforts shall involve the escalation of the dispute to the finance director (or equivalent) of each Party.

- 56.2 Nothing in this dispute resolution procedure shall prevent the Parties from seeking from any court of competent jurisdiction an interim order restraining the other Party from doing any act or compelling the other Party to do any act.
- 56.3 If the dispute cannot be resolved by the Parties pursuant to Clause 56.1 the Parties shall refer it to mediation pursuant to the procedure set out in Clause 56.5 unless:
- 56.3.1 the Contracting Authority considers that the dispute is not suitable for resolution by mediation; or
- 56.3.2 the Provider does not agree to mediation.
- 56.4 The obligations of the Parties under the Contract shall not be suspended, cease or be delayed by the reference of a dispute to mediation (or arbitration) and the Provider and the Staff shall comply fully with the requirements of the Contract at all times.
- 56.5 The procedure for mediation and consequential provisions relating to mediation are as follows:
- 56.5.1 A neutral adviser or mediator ("the Mediator") shall be chosen by agreement between the Parties or, if they are unable to agree upon a Mediator within then (10) Working Days after a request by one Party to the other or if the Mediator agreed upon is unable or unwilling to act, either Party shall within ten (10) Working Days from the date of the proposal to appoint a Mediator or within ten (10) Working Days of notice to either Party that he is unable or unwilling to act, apply to specify relevant mediation Provider to appoint a Mediator;
- 56.5.2 The Parties shall within ten (10) Working Days of the appointment of the Mediator meet with him in order to agree a programme for the exchange of all relevant information and the structure to be adopted for negotiations to be held. If considered appropriate, the Parties may at any stage seek assistance from the Advice, Conciliation and Arbitration Service (ACAS) to provide guidance on a suitable procedure;
- 56.5.3 Unless otherwise agreed, all negotiations connected with the dispute and any settlement agreement relating to it shall be conducted in confidence and without prejudice to the rights of the Parties in any future proceedings;
- 56.5.4 If the Parties reach agreement on the resolution of the dispute, the agreement shall be reduced to writing and shall be binding on the Parties once it is signed by their duly authorised representatives;
- 56.5.5 Failing agreement, either of the Parties may invite the Mediator to provide a non-binding but informative opinion in writing. Such an opinion shall be provided on a without prejudice basis and shall not be used in evidence in any proceedings relating to the Contract without the prior written consent of both Parties; and
- 56.5.6 If the Parties fail to reach agreement in the structured negotiations within sixty (60) Working Days of the Mediator being appointed, or such longer period as may be agreed by the Parties, then any dispute or difference between them may be referred to the courts.

APPENDIX 1

ORDER FORM

FRAMEWORK AGREEMENT (000942)

FROM

Contracting Authority and Address	The Secretary of State for Education whose Head Office is at Sanctuary Buildings, Great Smith Street, London, SW1P 3BT acting as part of the Crown ("the Contracting Authority")
Invoice Address	Invoices shall be sent electronically by email to accountspayable.OCR@education.gov.uk . There is no postal address. Paper invoices or supporting documents will not be accepted.
Contact Ref	Ref: con_16490 Name: <REDACTED> (FOI Section 40: Personal Information) Phone: <REDACTED> (FOI Section 40: Personal Information) e-mail: <REDACTED> (FOI Section 40: Personal Information)

TO

Provider	Capita Resourcing Limited
Address	Capita Resourcing Limited 65 Gresham Street London EC2V 7NQ
Contact Details	Name: <REDACTED> (FOI Section 40: Personal Information) Phone: <REDACTED> (FOI Section 40: Personal Information) Email: <REDACTED> (FOI Section 40: Personal Information)
Key Personnel	<REDACTED> (FOI Section 40: Personal Information) Account Director <REDACTED> (FOI Section 40: Personal Information) Programme Manager <REDACTED> (FOI Section 40: Personal Information) Occupational Psychologist <REDACTED> (FOI Section 40: Personal Information) Partnership Manager

1. TERM	
1.1 Commencement Date	
1.1.1	This Contract shall commence on the date of last signature.
1.2 Expiry Date	
1.2.1	This Contract shall expire on 31 st December 2024 unless extended pursuant to Clause 3 of the Contract.
1.2.2	The Contracting Authority may at its sole discretion elect to extend the Contract for a further cohort of the Step Up to Social Work Programme, in which case the Expiry Date for this Contract shall be 31 st December 2025.

2. SERVICES – Requirements Specification	
Business Requirements	
What follows is the list of terms and their meaning within the context of the technical requirements.	
Term	Meaning
The Department for Education (DfE) or ‘The Department’	Responsible for children’s services and education, including higher and further education policy, apprenticeships and wider skills in England.
Regional Partnerships	A regional consortia of local authorities called Regional Partnerships (RPs) who work together to deliver the Step Up to social work programme in conjunction collaboration with local partner Higher Education Institutes (HEIs)
Disaster Recovery (DR)	Set of policies, tools and procedures to enable the recovery or continuation of vital technology infrastructure and systems following a natural or human-induced disaster.
Government Digital Service (GDS)	Part of the Cabinet Office focusing on the digital transformation of government. Collaborating with departments to build platforms, standards, and digital services.
Applicant	a person who has expressed an interest in applying for the Programme or who has applied for the Programme;
Trainee	a person who has gained a place on the Step Up to Social Work programme and is undergoing training commencing in January 2024
Cohort	the group of students/trainees who begin the programme within an academic year cycle
Culturally competent	means a set of congruent behaviours, attitudes and policies that come together in a system, agency or among professionals that enables work in cross-cultural situations;
Applicant Management Information data Report (MI)	a detailed data report containing Management Information submitted to the contracting authority. The data should be presented nationally as well as broken down via Regional Partnership.

	See section 2.8 for further detail on what MI is likely to include.
Step Up Advisory Board	A focused group whose members are made up of RPs, DfE officials and HEI leads who provide expertise and independent advice, guidance and input on issues related to the methodology and approach of the programme to ensure that it remains focused on securing the supply of high performing, resilient child and family social workers.

1.1 Introduction and Scope

The purpose of this document is to specify the requirements to deliver a fully managed assessment and recruitment service for the Step Up to Social Work (SUSW) programme (the “Administration Solution”). The scope of this document is limited to the requirements for the Invitation to Tender (ITT).

1.2 Background and Context

Step Up to Social Work (SUSW) is one of two specialist child and family fast track employment-based entry routes into social work directly funded by the Department for Education (DfE) and aims to bring high quality graduates into the sector who would not otherwise have entered the profession. SUSW is specifically designed for those without a degree in social work and for career changers, who have experience of working with vulnerable children/families and adults.

It is an intensive, 14-month, full-time programme where trainees work in a local authority (LA), gaining hands-on practitioner experience and academic learning. Successful trainees will be awarded a Postgraduate Diploma in Social Work once they complete the programme, allowing them to register and practice as a social worker.

Step Up to Social Work is delivered through a regional consortia of local authorities called Regional Partnerships (RPs) who work together to deliver the programme/training in collaboration with local Higher Education Institutes (HEIs) who deliver the teaching element of the Post Graduate Diploma.

The partnerships are formed when LAs and trusts, or other organisations delivering statutory children’s social care services on behalf of local authorities, are invited to bid to participate in the eighth cohort as part of a Regional Partnership ahead of any recruitment taking place.

In the previous cohort (cohort 7), SUSW was delivered in 140 LAs, working together via 23 regional partnerships. We expect similar numbers of LAs and regional partnerships to participate in cohort eight, offering up to 700 places on the programme between them. Trainees are based within LAs / regional partnerships which contract with Higher Education (HE) providers of social work education to deliver the training element and accredit qualifications.

We expect all existing regional partnerships to take part in cohort eight.

1.3 Business Overview

To meet the business objectives described in the tender specification and to support this programme of work, the Department requires a fully managed service where:

- Information, coordination and administrative support will be provided to LAs grouped into regional partnerships, to assess an anticipated application pool of c.8,000 – 10,000 applicants, and recruit 700 trainees to the eighth cohort of the SUSW programme. These trainees will commence their training on the SUSW programme in January 2024;
- Support will be provided to regional partnerships with planning the recruitment of applicants, via an IT-based application data capture system that will be designed and hosted by the provider,

along with an administrative support and staffing function for both stage one (application assessment) and stage two (regional partnership assessment centres);

- The provider shall perform three key roles to support applications to the programme, namely:
 - An ongoing quality assurance function for regional partnerships and the Department on applications and applicant tracking at all stages of the process from appointment through to end of contract;
 - A targeted recruitment service, providing specialist advice and support consistently across regional partnerships to improve and ensure their attraction messaging is reaching the right pool of candidate while aiming to minimise and remove any inequitable barriers candidates may face in accessing the programme (see section 2.3 in the business requirements specification for further detail);
 - To act as a single, accurate and consistent contact point and source of information for applicants at all stages of the assessment process;
- The provider shall provide each participating regional partnership with a consistent designated point of contact via email and telephone for the programme over the life of the contract, from contract award through to the expiry of the contract;
- The provider will liaise with LAs and RPs across England in order to coordinate the assessment process and assessment centres. To enable this the provider is expected to gather and hold an up to date central database of RP contact information as well as a communications plan detailing what information is required from each RP. The provider shall work closely with regional partnerships to provide on-going support before, during and after the assessment process and provide regional partnerships with support removing barriers to accessing the programme for applicants with protected characteristics and underrepresented groups;
- The provider is expected to meet with the advisory board when required to test and consult ideas, attendees of the advisory board include a range of key stakeholders' representative of the sector and the project's target pool such as HEIs, RP leads and the Department;
- The provider shall provide detailed Management Information to the Department on a weekly, monthly, and ad-hoc basis;
- The provider shall ensure all information produced and hosted on the application site is correct, high quality and accessible to all applicants and that RPs have access to the application portal to access their applicants;

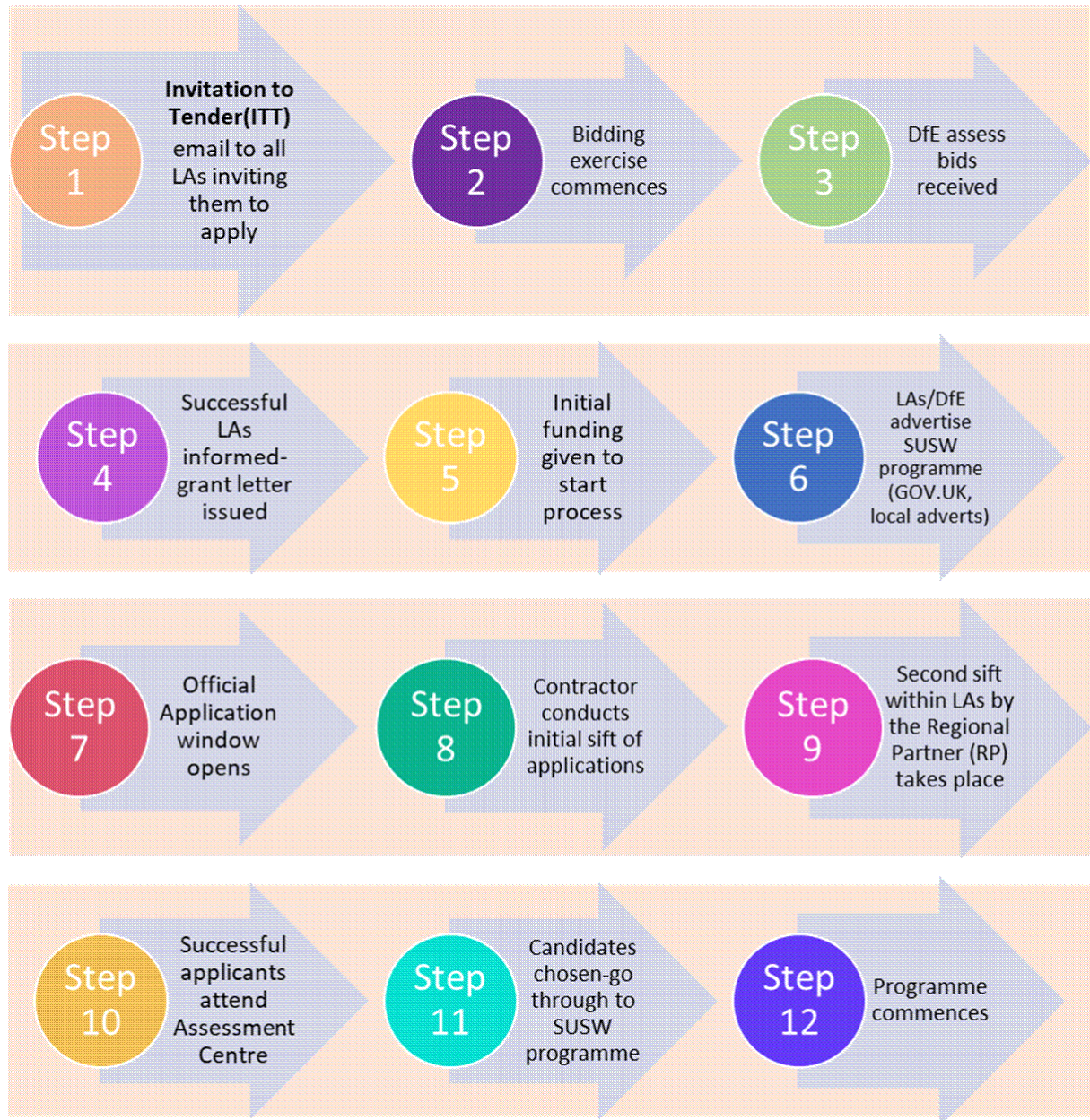
Please note: the content of website and assessments is determined by RPs and the Department, the provider must support with hosting the content.

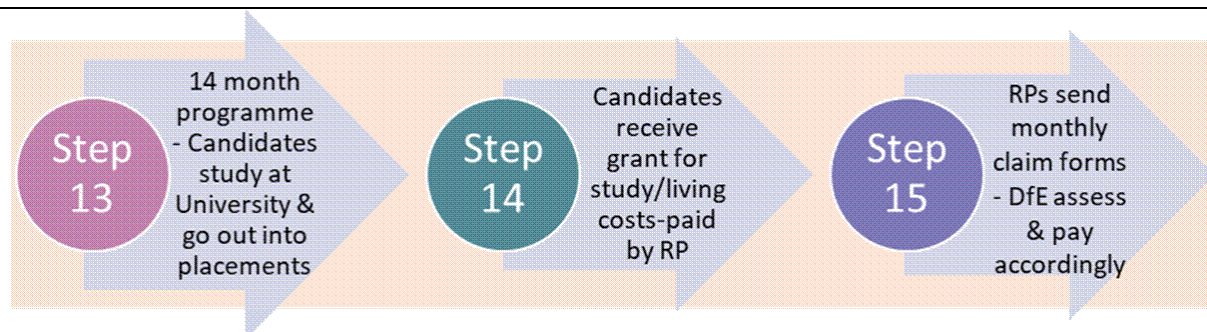
- In collaboration with representatives of regional partnerships and the Department, the provider shall design and build an appropriate application form for cohort eight candidates during the period October 2022-Feb 2023;
- The provider shall simultaneously design and build capacity to host cohort eight candidate electronic application data (and manage any potential of paper-based applications) to a sufficient level capable of dealing with applications;
- In collaboration with advisory board and the Department, the provider shall design and build an appropriate platform to host the written exercise assessment element to be used by applicants following RP sift (stage 2 sift); and
- In readiness for the cohort eight application window, the provider shall obtain access to sufficiently trained and knowledgeable administrators able to meet the demands of undertaking initial assessment for formal applications to join cohort eight.

For Info: the diagram in the following section describes the SUSW cohort eight programme implementation process from a high level RP perspective.

Please note that this is a supportive document demonstrating a generic overview and does not capture recent programme updates.

1.4 Step Up Programme Process - High Level View





2. Business Requirements Specification

This section contains the business requirements that shall be met by the bidder's proposed services provision.

2.1 On-boarding

It is imperative that the winning bidder can mobilise the programme once the contract has started on 10th October, in order to meet the demands of the Department and regional partnerships. This programme must commence for trainees early January 2024, completing in March 2025. Bidders must provide a plan with clear milestones, deliverables, and the resources they will make available to ensure each task is carried out effectively to ensure the time-frame cited above is adhered too.

Requirement:

Bidders **shall** ensure that their solution can facilitate the smooth running of the programme as outlined within the tender and requirements, with reporting functionality such as (but not limited to):

- A project plan setting out the milestones as detailed in annex 1 of this Requirements Specification and the key deliverables to enable these milestones to be achieved;
- A clear timeline for achieving each task and how they will be monitored; and
- Resources available which are clearly set out.
- Provide an early run through/demonstration of the proposed systems and platforms to the contracting authority.

2.2 Programme and Project Management

The Department requires the bidder to provide timely, accurate, efficient and effective support for the SUSW cohort eight recruitment process. To ensure the appropriate planning is in place, the bidder will need to provide an indicative resource plan setting out the key deliverables with an emphasis on deliverability and timescales etc.

Requirement:

Bidders **shall** ensure that they will:

- Deliver resource planning that provides effective and timely administrative support and capacity to local authority regional partnerships for the SUSW cohort eight candidate recruitment exercise;
- Mitigate the risk of delays to the SUSW cohort eight recruitment process by working in collaboration with regional partnerships and the Department;
- Ensure successful and timely delivery of the regional partnership assessment centres phase, including candidate notifications to attend, attendance and outcomes, including the provision of consistent resources to administer the assessment centres;
- Ensure a single, accurate, prompt and consistent contact point, support and source of information for applicants at all stages of the assessment process and post offer stage. This will include an operated telephone helpline service Monday to Friday between the hours of 9am and 5pm.
- Ensure a single, accurate, prompt and consistent contact point, support and source of information for each RPs and HEIs at all stages of the implementation and assessment

process. This will include management of a candidate reserve pool(s) as they prepare to deliver the programme from January 2024.

- f. Arrange follow up calls if regional partnerships require [reserve] applicants to be called to interview.
- g. Throughout the project on-going evaluation of the support provided is undertaken to ensure continuing relevance and learning.

2.3 Targeted Recruitment Support

The Department requires the provider to provide advice and support to RPs to ensure their attraction messaging is reaching specific pools of potential candidates. This aims to:

- Minimise/remove any inequitable barriers to accessing the programme for participants with protected characteristics/ from underrepresented groups during the assessment and selection process (whilst maintaining its rigour)¹ ;
- Promote consistency in the process across RPs; and
- Provide targeted support to applicant's in underrepresented groups throughout the recruitment process.

It is expected that no more than £200,000 of the total spend for this contract will be used by the successful bidder to provide support to regional partnerships to meet these requirements.

Requirement:

Bidders shall provide services such as (but not limited to) the following:

- a. Provide initial advice and support to the Department and regional partnerships on approaches to developing an application and assessment process that is culturally competent and helps to remove any unfair barriers for applicants with protected characteristics or other underrepresented groups;
- b. Undertake analysis of previous cohort recruitment data to help inform advice and measures affecting cohort eight recruitment. This will include tracking and monitoring candidate data throughout the selection process and responding quickly where the data demonstrates substantial attrition affecting under-represented groups;
- c. Provide specialist advice and support regarding any additional measures that can be put in place to support these groups through the pre application, application and assessment process; such as (but not limited too) webinars and informational sessions.
- d. Provide support, information and good practice tools/resources to complement and add value to recruitment process; provide an appropriate mix of targeted and bespoke support.
- e. Attend at least 3 advisory board meetings to gain insights into challenges, present findings and support offer to attendees. These include a range of key stakeholders' representative of the sector and the project's target pool (RPs/DfE/HEIs)
- f. Put measures in place to ensure consistency in the recruitment and selection process across all regional partnerships.

2.4 Administrative and Quality Assurance

The Department requires a solution that will effectively provide information, coordination and administrative support to the regional partnerships as part of the process for cohort eight. This requires a clear plan detailing how the administrative and recruitment tasks will be sufficiently undertaken, including an ongoing quality assurance function to regional partnerships and the Department on applications and applicant tracking at all stages of the process.

Requirement:

¹ 2022 Cohort data: 56% of applications from ethnic minority applicants vs 27% passing assessment centre. 23% male applicants vs 12% passing assessment centre.

Bidders shall ensure that their solution can facilitate the following administrative function such as (but not limited to):

- a. Initial assessment of applications to be completed and an electronic version of successful (and unsuccessful applications shared with regional partnerships (for consideration of stage two assessment centres) at dates specified by Department;
- b. A built in mechanism to QA eligibility process and decisions to create any relevant proformas required to record applicant scores against a defined assessment framework and scoring matrix linked to the Post Qualifying Standards (Chief Social Worker's Knowledge and Skills Statement)², for use by regional partnerships during assessment of the applications and at the assessment centres;
- c. Capacity to promptly notify both successful and unsuccessful applicants at each stage;
- d. Provide an ongoing monitoring and coordinating role to regional partnerships and the Department on applications and applicant tracking at all stages of the process from contract award through to the expiry of the contract;
- e. Provide an ongoing quality assurance function to regional partnerships and the Department on applications and applicant tracking at all stages of the process from contract award through to the expiry of the contract in order to meet the relevant KPIs and Service Level Agreements..
- f. Create a candidate complaints process with agreed resolution times, in conjunction with the Department if necessary, reporting data to Department at monthly intervals;
- g. Ensuring all staff are fully aware of the correct eligibility criteria for the programme, including, right to work, knowledge and expertise in establishing whether overseas and equivalent qualifications provided as evidence by applicants meet the eligibility criteria; and
- h. Collection and presentation of applicant management data to the Department and Regional Partnerships from initial applications through to final offers.

2.5 Regional Assessments Centres

The successful bidder will be required to demonstrate how they will provide sufficient and effective resource to support regional partnerships during the second stage of the process. Resourcing must be scalable and appropriate, ensuring both an increase and decrease in demand for resources can be delivered. For example, agreeing with those regional partnerships requesting support a pre-determined method to clearly and consistently provide each candidate with an explanation of the documentation required for proof of academic achievement, to limit the number of complaints and appeals against the assessment centre process and speed up decision-making. For those regional partnerships requiring administrative assistance at assessment centres the provider should be prepared to attend a pre-assessment centre visit if requested by RPs.

Requirement:

Bidders **shall** ensure that they:

- a. Provide a system to host the assessment centre exercises and scoring proforma, and to proofread any assessment centre exercises where required;
- b. Support the running of the regional assessment centres – where specifically requested by the regional partnership, the provider will be required to provide administrative staffing resource to assist the regional partnerships in running each centre, in conjunction with the ability to understand and answer straightforward questions about the assessment procedures and use of assessment materials during the period of the partnership assessment centres.

² [Social work post-qualifying standards: knowledge and skills statements - GOV.UK \(www.gov.uk\)](https://www.gov.uk/government/publications/social-work-post-qualifying-standards-knowledge-and-skills-statements)

The level of support required at assessment centres is solely dependent on the requirement of individual regional partnership. For information purposes, it is anticipated that where support is required, regional partners will require 1 administrator per assessment centre day. It is estimated that the number of days requiring assessment centre administrator support would not exceed 115 days. This number of days is for indicative purposes only and the actual number of days required will be solely dependent on individual regional partnership requirements. The costs attributed to administrator support do not need to be included as part of the bidder's overall Cost Matrix submission. The Department will pay a maximum of £325.00 per administrator per full day, and £195.00 per administrator per half a day. The administrative offer and level of support agreed with each RP must be signed off by the Department in advance of confirmation with the RP. Bidders must acknowledge and accept these costs in the declaration tab of their Cost Matrix submission (Document 5);

- c. Act as a consistent first point of contact for applicants to answer queries and offer advice (as agreed with the Department and each regional partnership) through a dedicated email and telephone helpline service and a direct line to RPs and the Department;
- d. Act as a consistent first point of contact to answer queries and offer advice for any sub-cohort of reserve applicants, post-assessment centre stage period;
- e. Build capacity for ongoing liaison via email and phone with an anticipated 23 regional partnerships throughout the process;
- f. Administer the reserve pool in the final stages of recruitment to determine whether there are candidates remaining who are prepared to consider an alternative regional partnership (Note: regional partnerships will manage this list with their neighbouring regional partnerships in the first instance).

2.6 Resource Capacity & Capability

The Department's expectation is to procure a fully managed process. The contractor must therefore be capable of effectively delivering the services as specified within this tender, with the necessary resources required to do so.

Requirement:

Bidders **shall** ensure that they have the resource capacity and capability to:

- a. Fulfil the appropriate roles and responsibilities and agreement of initial timescales;
- b. Act consistently as a first point of contact for applicants at both phase one (application and pre-application stage), phase two (sifting of applications, assessment centres taking place with outcomes to take forward) and post-phase two assessment centres to answer queries and advice (as agreed with the Department and each regional partnership);
- c. Host a dedicated email and telephone helpline service Monday to Friday between the hours of 9am and 5pm for applicants and;
- d. A separate direct line for RPs to access the providers admin support staff as well as a direct line for the Department to access the providers project directors/coordinators
- e. Attend (face-to-face, virtually or by phone) contract management meetings with Departmental policy officials;
- f. Attend (face-to-face, virtually, or by phone) regional partnership meetings where appropriate;
- g. Monitor contract requirements and levels of support post-phase two regional partnership assessment centres;
- h. Notify and invite successful applicants at each stage of the process;
- i. Send letters to unsuccessful applicants notifying of outcome and answer resulting queries within 48 hours;

- j. Track acceptances (including via regional partnerships); and
- k. Ensure maximum uptake at centres by notifying eligible applicants from a reserve list;

2.7 Off-boarding

It is imperative that the successful bidder can appropriately scale down resource for delivery of the contract from the end of the assessment centre phase until the end of the contract. This include the decommissioning of the website and the appropriate sanitisation or destruction in accordance with the Contract. The bidder will need to provide an indicative off-boarding (exit) plan to effectively demonstrate how they will bring the required work to a close.

Requirement:

Bidders shall ensure that:

- a. When the application window has closed, they will carry out the decommissioning of the website and destruction of any and all data build, with undertakings to transfer data back to the department in an agreed format (and following the department's processes for carrying out such a transfer) at the end of the contract; and
- b. They deliver an end of campaign report.

2.8 Reporting Services

To monitor the effectiveness of the programme, the Department will require a regular reporting. This will include applicant Management Information reports and weekly progress reports on a) the number of interested applicants b) those who have started/completed applications) regular review meetings with the Department until the assessment centre phase of the contract is completed and d) acceptances from successful applicants have been received.

Thereafter, the supplier will deliver fortnightly progress reports and review meetings until the anticipated end of contract. Additionally, there will be a requirement to provide Regional partnership management information sub-sets of data (if required by the Department or partnerships).

Requirement:

Bidders **shall** ensure that they can facilitate reporting on (at least but not limited to):

- a. Monitoring and reporting of progress including start-up successes, phase one application/ phase two assessment centres and emerging issues. Report data shall be agreed with the Department and presented and split by regional partnership as well as nationally;
- b. the forecast and actual number of applications, unsuccessful applications, offers, acceptances, withdrawals and deferrals by region during the recruitment phase
- c. Numbers of those who have expressed an interest in cohort eight of the programme;
- d. Number of applications started/registered;
- e. Number of applications completed;
- f. Number of unsuccessful applications (including recording reasons at contractor sift)
- g. Demographic data for all applicants at each stage including (but not limited too); minority ethnic group , gender, disability and age breakdown
- h. Withdrawals and the reasons per cohort nationally and by region

2.9 Candidate Tracking and Satisfaction Survey

Providers will be responsible for the processing of candidate feedback from LAs/RPs to maintain an accurate and up-to-date database. This will enable the Department to continually improve the SUSW programme by making the appropriate changes based on user feedback.

Requirement:

Bidders **shall** ensure that they:

- a. Act in a capacity as a single source of record for tracking all applicants maintaining these in an accurate and up-to-date database;
- b. Deliver net promoter score³ surveys in accordance with the KPIs on service quality at the following points in delivery of the service:
 - Following end of application process for applicants;
 - following end of assessment process for applicants and regional partnerships; and
- c. Provide a summary dashboard with the outcomes from the surveys.

Supporting References: Service Quality KPIs in Order Form (Document 2B)

3. Functional Requirements

This section contains the functional requirements that shall be met by the bidder's proposed solution.

3.1 User Management

The solution will be managed by the provider, but there may be a need for the Department's staff to have access to the solution e.g. to access reporting data. A role-based access approach to user access will therefore be required, with the appropriate security and permissions in place.

3.1.1 User Authentication

In accessing the solution, all users will need to be authenticated using, where possible, two factor authentication. Passwords should be securely stored and encrypted (salted *and* hashed) and the authentication should be based upon open standards such as SAML 2.0 or OpenID.

Requirement:

Bidders **shall** ensure that their solution:

- a. Facilitates access to the solution for the agreed users using Open Standards and standard protocols; and
- b. Ensures that where user's log in, they accept the Department's terms and conditions prior to logging in; and
- c. Stores and encrypts passwords securely (using salting and hashing).

3.1.2 Groups and Roles

Within the proposed IT solution, users will need to be assigned specific roles or profiles that determine how they are able to interact with the functionality and services provided – the exact configuration of roles and permissions will need to be agreed with the successful bidder.

³ Net promoter score means the widely used market research metric that typically takes the form of a single survey question asking respondents to rate the likelihood that they would recommend a company, product, or a service to a friend or colleague, as set out at https://en.wikipedia.org/wiki/Net_promoter_score

Requirement:

Bidders **shall** ensure that their solution can facilitate:

- a. The logical grouping of users and the allocation or removal of access rights to information and functionality based upon these groups. These **shall** include, but are not limited to:
 - i. Admin users;
 - ii. Regional partnerships users
- b. The creation, updating and deletion of users and groups by users with appropriate privileges.

3.2 Application Management

To support the successful delivery of the Step Up programme, the provider will need to provide a fully hosted and managed digital solution that can accommodate the submission, sifting and processing of up to 10,000 applications via an official application form. The details of the application form will be agreed with the winning bidder and developed in collaboration with the regional partnerships and the Department. The provider will also need to provide a digital solution to a virtual written exercise assessment portal that will enable registered candidates to access timed exercises in a virtual assessment environment. The solutions must ensure that the application has been validated against the criteria set by the Department / regional partnerships.

Requirement:

Bidders **shall** ensure that their online digital solution can facilitate (at a minimum):

- a. Provide an early run through/demonstration of the proposed systems and platforms to the contracting authority.
- b. The provisioning of a clear and candidate-friendly application form (based on an agreed set questions from Department/regional partnerships);
- c. Secure control of any and all application data including (but not limited to): personal details, employment history, previous experiences of working with children and families and other potentially sensitive information relevant to the application;
- d. The uploading and attaching of copies of qualification certificates in support of applications;
- e. The secure segregation of applicant data for each regional partnership, allowing access only to applications relevant to regional partnership catchment areas (for example, West and North Yorkshire regional partnership having no access to applicant data from another regional - based partnership and vice versa);
- f. Regional partnerships users' easy interrogation and sifting of candidate application data;
- g. The validation of each application against the criteria set by the Department / regional partnerships.
- h. The provider will design the virtual assessment platform to meet the design specifications of the programme that is conducting the assessment and final sign off of the platform design and functionality will be conducted by the Advisory Board in partnership with Departmental policy team
 - It will administer the written assessments within timed conditions designed to replicate the conditions that would apply in a traditional assessment centre.
 - it will host parallel versions of a written assessment exercise written and designed by the Step Up Advisory Board.

- The platform will be live for sufficient time to enable all eligible applicants to participate in their assessment through it and provide reasonable adjustments;
 - Allow for assessors to access candidate information and responses for marking purposes.
- i. The provider shall take all reasonable measures in terms of redundancy, monitoring and platform management to provide a service availability of 99.9% via the internet for the duration of the contract.

Note: the DfE shall own the domain name to be used for the online digital solution.

3.3 User Self-Service

Applicants should be able to research information about individual regional partnerships via links on the website. These should be available alongside guidance on how to complete and access the form. The expectation here is that all advice and guidance available to the applicants must be easy to find, accessible and in a user friendly format. This should be delivered as per the requirements below.

Requirement:

Bidders **shall** ensure that their solution can facilitate the provision of user self-service functionality, including (but not limited to):

- A. Knowledgebase articles, 'How-to' guides and FAQs; and
- B. Links to the appropriate advice and guidance;
- C. An interactive map that contains details of the different regional partnerships and within this the ability to see which local authorities are covered by the regional partnership and links to further information regarding the Step Up programme in each location.

3.4 Management Information

In order to monitor the effectiveness of the programme, the Department will require regular reporting. This will include weekly progress reports and review meetings until the assessment centre phase of the contract is completed and acceptances from successful applicants have been received. Thereafter, the Department will require fortnightly progress reports and review meetings until the anticipated end of contract. Additionally, there may be a need to provide Regional partnership management information sub-sets of data (if required by the Department or partnerships).

Requirement:

Bidders **shall** ensure that their solution can facilitate the provision of management information reporting functionality, such as (but not limited to):

- A. Dashboards;
- B. Weekly progress reports;
- C. Fortnightly progress reports;
- D. Ad hoc reports; and
- E. Regional partnership management information sub-sets.

4 Non-Functional Requirements

This section contains the non-functional requirements that shall be met by the bidder's proposed solution.

4.1 Volumetrics & Resilience

The project requires a solution that will facilitate the storage of data and information that can be added to and analysed year on year. The number of users that will require access to the system and the level of concurrent users is elaborated upon in the requirements below. The expectation is that the upper limit on the number of applications is likely to be circa 10,000, so the solution needs to be scaled accordingly to ensure that it can cope with this demand in terms of users, information and data.

Requirement:

Bidders **shall** ensure that their solution:

- a. Has sufficient capacity to store information and data that has been submitted for a maximum of 10,000 applicants;
- b. Has sufficient capacity to support 30% concurrent users;
- c. Is responsive (i.e. that it responds in a reasonable time) to user requests;
- d. Has sufficient capacity to support the submission of at least 190 applications per day without impact or downtime to other areas of the system during standard working hours;
- e. Has sufficient disaster recovery (DR) and resilience capability in the event of any service outage;

4.2 Security

Aside from the legislative compliance, Bidders must ensure that their proposed IT solution is compliant with those data and information security standards, processes and procedures set out by the Department's Cyber Security unit. The procurement documentation pack contains details of the Cyber Assurance governance processes and the mandatory Statement of Assurance Questionnaire which **the successful bidder will be required to complete prior to entering into the contract.**

Bidders must self-certify that they already have in place or commit to have in place by contract award the requirements set out in the Government's Security Policy Framework⁴ and the Statement of Assurance Questionnaire. The successful bidder's Statement of Assurance Questionnaire⁵ will be risk assessed to ensure that the successful bidder has appropriate controls and measures in place to ensure compliance with the Government's Security Policy Framework and Provider Assurance Framework throughout the life of the contract. The Department reserves the right not to enter into the Contract, where any risks identified are not addressed to the Department's reasonable satisfaction.

Requirement:

Bidders **shall**:

- a. Self-certify whether they already have, or can commit to obtain, prior to the commencement of the contract, compliance with the Government's Security Policy Framework and the Provider Assurance Framework and to work with the Department to facilitate the Department's compliance with the Government's Security Policy Framework and Provider Assurance Framework throughout the life of the contract. **Please refer to the Statement of Assurance Questionnaire Template within the Tender Documents for information on the requirements;** and
- b. Comply with any and all Department's Cyber Security processes outlined in the terms and conditions .

⁴ <https://www.gov.uk/government/publications/security-policyframework>

⁵ <https://www.gov.uk/government/publications/governmentprovider-assurance-framework>

Supporting References:

- a. **Document 6** – Statement of Assurance Questionnaire FOR INFO ONLY
- b. **Document 2B** – Order Form (Appendix 6 – Annex 2 - Departmental Security Standards)

4.3 Open Standards – GDS Compliance

To support the delivery of a fully interoperable solution providing a consolidated platform with data that can be analysed fully within the Department, the proposed IT solution will need to adhere to certain data standards. In addition, the current Cabinet Office and GDS guidance is that all Public Sector IT solutions should, where possible, adopt the use of open standards.

The Technology Code of Practice sets out the guidelines for the delivery of Digital services based on Open standards that offer a common and flexible means by which the Department's providers may deploy software tools or functionality. This helps to ensure the maximum level of interoperability between products and services, and providers should be able to provide products and services which are either based on open standards, or have the ability to support open standards (such as open source software).

Requirement:

- a. Bidders **shall** ensure that their proposed IT solution is aligned with the GDS Technology Code of Practice.

Supporting References: <https://www.gov.uk/government/publications/technology-code-of-practice/technology-code-of-practice>

4.4 Service Management

To ensure that users of the delivered IT solution is fully supported by the provider, the following requirements must be met. The over-arching requirement is that providers service management processes and procedures must be fully aligned with ITIL v3.

Requirement:

Bidders shall ensure that:

- A. The Bidder's approach to service management **must** align with ITIL v3 and shall include (but not be limited to):
 - - I. Incident and Problem Management
 - II. Capacity Management
 - III. Service Reporting
 - IV. Change and Release Management processes
 - V. Support Desk Provision
 - VI. Archive and back-up
- B. Bidders **must** offer telephone and e-support (at a minimum) for the duration of the contract;
- C. The Support Desk **must** be available during the following hours 09:00 to 17:00, Monday to Friday (excluding Bank Holidays).
- D. Changes to the proposed IT solution must be undertaken in agreement with the Department.
- E. Bidders must agree and implement a maintenance schedule in collaboration with the Department's key stakeholders.
- F. The Bidder's solution must be capable of supporting service reports either ad hoc or at an agreed frequency;

G. The proposed IT solution **must** contain an automatic back-up (a.k.a. 'archive') facility, or providers **must** ensure that back-ups are regularly scheduled (in line with ITIL v3 best practice). NOTE: In either case, providers **must** ensure that the integrity of the back-ups are checked on a periodic basis; and

H. The bidder must develop and deliver a solution that is flexible enough to accommodate any future changes, where appropriate, based on legislative or other requirements.

Supporting References: ITIL <http://www.itil-officialsite.com>

4.5 Accessibility

The Department requires a solution that will meet the latest industry standards for accessibility. Providers must demonstrate that any non-web based applications meet 3 key Departmental Standards:

- Accept Operating System configurations;
- Accept Operating Systems (Windows/Apple/Linux) Accessibility Features; and
- Accept and/or provide short cut keys (this is particularly important for non-web based applications, since they do not have other quick navigation features (such as headings and links) that accessibility users can take advantage of.

Adherence to these standards will give the best possible result. Where provider products are unlikely to meet all of these standards, providers will need to document which elements of their proposed solution would compromise any of the above Department's standards. A list of Assistive Technologies currently used by the Department follows:

- **JAWS** - A Screen reader and speech synthesizer developed by Freedom Scientific, for use by people who have little or no sight.
- **Supernova** - A screen magnifier and screen reader developed by Dolphin Systems, for use by people with a range of visual impairments.
- **Zoomtext** - A screen magnifier and screen reader developed by AI Squared for use by people with a range of visual impairments.
- **Dragon** - A speech recognition tool developed by Nuance, for use by people with physical and motor impairments (including RSI). Can also help with dyslexia.

Requirement:

Bidders **shall** ensure that:

- a. Their solution meets the following industry standards for accessibility:
 - i. Compliance with WCAG V2 to 'AA' Standard <http://www.w3.org/TR/WCAG20/>
 - ii. Compliance with ISO 9241-171:2008 (Ergonomics of human-system Interface)
- b. They provide details which demonstrate their ability to carry out evaluation to identify barriers to usability and reduced usability / functionality;
- c. They demonstrate their ability to advise on and adapt assistive software (e.g. Dragon, Jaws, Zoomtext) and assistive hardware (e.g. Braille displays) to eliminate barriers to usability and to increase usability / functionality;
- d. They provide impact analysis of any significant future releases, including as a minimum:
 - i. Any benefits in adopting the new versions / new technology;
 - ii. Any interoperability conflicts with existing department hardware and software both assistive and desktop and operating system including a scale of severity;
 - iii. The potential risks, around usability, functionality, security etc.;
 - iv. Any possible fixes, workarounds or otherwise;
 - v. A recommendation to proceed or otherwise; and

- vi. Other detail as proposed by the provider.
- e. That they maintain their skills and knowledge of future releases of assistive technology;
- f. Their solution is compatible with the latest versions of the following software: JAWS, Zoomtext, Dragon NaturallySpeaking, and Dolphin Supernova and is able to be used without a pointing device such as a mouse; and
- g. Bidders **shall** ensure that their product does not contravene the Equality Act 2012 in any way and that it complies with WCAG2 standards.

For the avoidance of doubt, for any Additional Services that the Contracting Authority has listed within the Order Form, the Contracting Authority is not obliged to place an Order for these but are Services that they could potentially Order in the future. There is no commitment from the Contracting Authority to purchase the Additional Services mentioned in this Order Form.

2.2 Base Location

England

2.3 As per Clause 13.6.8 the refund scale for with regards to a Permanent Placement leaves within the first ten (10) weeks of their Placement and a suitable replacement is not found is as follows:

Not Applicable.

2.4 Implementation Plan Details

The Provider shall, in accordance with the milestones set out in Table 1 of Appendix 7, deliver to and work with the Contracting Authority to agree a full and complete implementation plan to the satisfaction of the Contracting Authority (the "Implementation Plan").

2.5 Key Personnel

<REDACTED> (FOI Section 40: Personal Information) Account Director
 <REDACTED> (FOI Section 40: Personal Information) Programme Manager
 <REDACTED> (FOI Section 40: Personal Information) Occupational Psychologist
 <REDACTED> (FOI Section 40: Personal Information) Partnership Manager

Annex 1 to Specification - Milestones

Key Milestones	Deliverables ahead of payment	Date
Scoping and implementation stage 1	KPIs, SLAs, PID, DIP, Communication plan agreed	Mid October - mid November
Scoping and implementation stage 2	Targeted Recruitment proposal, RP data capture collated into central database, data/digital processes signed off, Direct RP/provider engagement,	November - December 2023
Scoping and Implementation stage 3	Targeted recruitment support implementation, support team upskilled, support content agreed with DfE, RP portal in place	Dec-23
January Project Management	Candidate communication lines in place, website launched with key dates, candidate webinars delivered	Jan-23
February Project Management	Applications launched, response handling, monthly highlight report, Demo of written platform to RPs	Feb-23
Feb MI	Feb MI	Feb-23
March Project Management	Ongoing response handling, stage 1 sift completed and shared with RPs, Applicants notified, quality management, data review	Mar-23
March MI	March MI	Mar-23
April Project Management	Assessment Centre administrator support offer completed, F2F meetings with RP if requested	April - May 2023
April Project Management	Stage 2 RP sift, book applicants into written assessment, applicant feedback letters, launch written exercise portal	April - May 2023
April MI	April MI	Apr-23
May Project Management	Stage 3 RP sift results shared with applicants , AC support finalised with RPs, ongoing response handling and candidate engagement, launch invitations to AC,	May-23
May MI	May MI	May-23
June Project Management	Assessment centre support, candidate/RP response handling	June - July 2023
June MI	June MI	Jun-23
July Project Management	Processing assessment centre results (ATS report showing notification of outcome)	June - July 2023
July MI	July MI - eight campaign report	Jul-23
August Project Management	Ongoing RP/applicant support, provider to manage reserves pool	August - November 2023
August MI	August MI inc. updated campaign report	Aug-23
September Project Management	Minutes from lessons learnt review meeting, Final end of campaign report and completed data transfer	September - November 2023
Programme training begins January 2024		

3. AMMENDMENTS TO TERMS AND CONDITIONS

(A) The following definitions are added to the Contract:

“CV” means a curriculum vitae, programme application form or any other documentation required to demonstrate eligibility to meet the Step Up to Social Work programme requirements submitted by the Applicant as part of the application process.

“Regional Partner/Partnership” Means a partnership between local authorities and higher education institutes for the delivery of the Programme.

(B) The following definitions are deleted in their entirety and replaced with the following revised definition:

“Contract” means the written agreement between the Contracting Authority and the Provider consisting of the Order Form and these clauses.

“Force Majeure” means any event or occurrence which is outside the reasonable control of the Party concerned and which is not attributable to any act or failure to take preventative action by that Party, including fire; flood; epidemic; pandemic; violent storm; pestilence; explosion; malicious damage; armed conflict; acts of terrorism; nuclear, biological or chemical warfare; or any other disaster, natural or man-made, but excluding:

- a. any industrial action occurring within the Provider's or any Sub-Contractor's organisation; or
- b. the failure by any Sub-Contractor to perform its obligations under any sub-contract (save where such failure is itself due to an event that would otherwise fall within this definition of Force Majeure);
- c. any law or action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition, or failing to grant a necessary licence or consent.

“Term” means the period commencing on the Commencement Date and ending on December 31st 2024 unless pursuant to clause 3.1 the Term is extended, or on earlier termination of this Call Off Contract.

(C) Clause 3.1 is deleted in its entirety and replaced with the following clause 3.1:

- 3.1 Subject to satisfactory performance of its obligations under the Contract by the Provider during the Initial Contract Period and a demonstration of future efficiencies, the Contracting Authority may, by giving written notice to the Provider not less than three (3) Months prior to the last day of the Initial Contract Period, extend the Contract for any further period specified in the Order Form. The provisions of the Contract will apply throughout any such extended period.

(D) Clause 9.1 is deleted in its entirety and replaced with the following clause 9.1 and a new clause 9.2 is added to the Contract:

- 9.1 The Provider shall not be liable to the Contracting Authority for any advice or failure or delay or error in providing the Services to the extent that such advice is rendered incorrect or incomplete and/or the failure or delay or error in providing the Services is caused by any direct act or omission of the information provided by the Contracting Authority and/or the Contracting Authorities third parties.

- 9.2 Subject to Clause 9.1, the Provider shall be responsible for the accuracy of all documentation and information supplied to the Contracting Authority by the Provider in connection with the supply of the Services (excluding for the avoidance of doubt any candidate CV's) and shall pay the Contracting Authority any reasonable additional costs occasioned directly by any discrepancies, errors or omissions therein. Any liability by the Provider due to the accuracy of the information shall be subject to the provisions of Clause 42 (Liability, Indemnity and Insurance).

(E) Clause 13.1.7 is deleted in its entirety and replaced with the following clause 13.1.7:

- 13.1.7 The Provider shall always endeavour to ensure the suitability of an Applicant (including, without limitation, that each Applicant demonstrates the required skills and expertise, as well as the appropriate qualifications, for those tasks that they will be required to perform) and to maintain a high standard of service and integrity.

(F) Clause 13.1.8 is deleted in its entirety and replaced with the following clause 13.1.8:

- 13.1.8 The Provider will not submit an Applicant's CV to a Contracting Authority for consideration in response to a specific Placement unless the Provider has expressed permission to submit their CV and screened the Applicant for fit with both the Contracting Authority's culture and the job specification. The Applicant's CV must, to the best of the Provider's knowledge and belief be complete, accurate and up to date.

(G) Clause 13.1.13 is deleted in its entirety and replaced with the following clause 13.1.13:

- 13.1.13 The Provider shall ensure that in putting forward an Applicant in response to a brief by a Contracting Authority, it adheres to the following:
- (a) Not used.
 - (b) Not used.
 - (c) The Applicant should be fully briefed (verbally or by email) and provide written consent to the Provider to send their details for the specific brief referencing the job reference number and job title.

(H) Clause 13.1.14 is deleted in its entirety and replaced with the following clause 13.1.14:

- 13.1.14 The Applicant's CV must be complete, accurate and up to date. Each Applicant should verify the accuracy and be provided a copy of the version of their CV that is provided to the Contracting Authority prior to its submission to the Contracting Authority or Regional Partner.

(I) Clause 13.1.15 is deleted in its entirety and replaced with the following clause 13.1.15:

- 13.1.15 The Applicant's CV must be emailed to the relevant personnel at the Contracting Authority or Regional Partnership. The email shall be in the format agreed with the Contracting Authority.

(J) The following clauses shall be deleted in their entirety and replaced with 'Not used':

- Clause 13.2

- Clause 13.3
- Clause 13.4
- Clause 13.5
- Clause 13.6.8
- Clause 13.6.9
- Clause 13.9

(K) Clause 13.6.2 is deleted in its entirety and replaced with the following clause 13.6.2:

13.6.2 The Contracting Authority shall provide the requirements specification to the Provider, who will then present candidates to the Contracting Authority/Regional Partners as appropriate within the timescales specified by the Contracting Authority in the Order Form.

(L) Clause 13.6.7 is deleted in its entirety and replaced with the following clause 13.6.7:

13.6.7 The provider shall ensure that they and their Sub-Providers obtain the consent of the Applicant to hold Personal Data on them which can be shared with the Contracting Authority and Regional Partners. All data must be held in accordance with Appendix 6 and the Data Protection Act 2018.

(M) Clause 22.8 is deleted in its entirety and replaced with the following clause 22.8:

22.8 Subject to Clause 42.3.2 (Liability, Indemnity and Insurance), the Contracting Authority may recover in full from the Provider and the Provider shall indemnify the Contracting Authority in full from and against any other loss sustained by the Contracting Authority in consequence of any breach of this Clause 22 (Prevention of Bribery and Corruption), whether or not the Contract has been terminated.

(N) Clause 27 is deleted in its entirety and replaced with the following clause 27:

27.1 The Parties shall comply with the provisions of Appendix 6 (Data, Systems Handling and Security).

(O) Clause 34.3 is deleted in its entirety and replaced with the following clause 34.3:

34.3 The Provider shall afford the relevant Contracting Authority and/or the Auditor access to such records and accounts relating to the operation of this Contract upon reasonable notice and subject to reasonable confidentiality undertakings, which shall be limited to once per calendar year.

(P) Clause 34.7 is deleted in its entirety and replaced with the following clause 34.7:

34.7 The Parties agree that they shall bear their own respective costs and expenses incurred in respect of compliance with their obligations under this Clause 34, unless the audit reveals a Material Default by the Provider in which case the Provider shall reimburse the Contracting Authority for the Contracting Authority's reasonable costs incurred in relation to the audit. The Contracting Authority shall be entitled to conduct one (1) audit or less in any calendar year, any request beyond this number shall be at the Contracting Authority's expense notwithstanding the provisions of this clause 34.7.

(Q) Clause 42.3 is deleted in its entirety and replaced with the following clause 42.3:

42.3 Subject always to Clause 42.4 and Clause 42.5 the liability of either Party for defaults shall be subject to the following financial limits:

42.3.1 the aggregate liability of either Party for all defaults resulting in direct loss of or damage to the property of the other under or in connection with the Contract shall in no event exceed £5,000,000; and

42.3.2 the annual aggregate liability under the Contract of either Party for all defaults shall in no event exceed 150 per cent of the Contract Price payable by the Contracting Authority to the Provider in the year in which the liability arises.

(R) Clause 42.8 is deleted in its entirety and replaced with the following clause 42.8:

42.8 The Provider shall affect and maintain the following insurances for the duration of the Contract in relation to the performance of the Contract: -

42.8.1 public liability insurance with a minimum limit of indemnity of £5,000,000 (five million pounds) for each individual claim.

42.8.2 employer's liability insurance with a minimum limit of indemnity of £5,000,000 (five million pounds) for each individual claim; and

42.8.3 professional indemnity insurance with a minimum limit of indemnity of £1,000,000 (one million pounds) for each individual claim.

(S) Clause 42.9 is deleted in its entirety and replaced with the following clause 42.9:

42.9 The Provider shall give the Contracting Authority, on request, copies of all insurance policies referred to in this clause or a broker's verification of insurance to demonstrate that the appropriate cover is in place.

(T) The following Appendices are added to the Contract.

- Appendix 5 (Key Performance Indicators)
- Appendix 6 (Data, Systems Handling and Security)
- Appendix 7 (Payment Profile and Milestones)
- Appendix 8 (Sustainability)
- Appendix 9 (Exit Plan)
- Appendix 10 (Provider's Solution)

4. PAYMENT PROVISIONS	
Contract Price	The total Contract Price for the Initial Contract Period is £512,524.99 (excluding VAT)
Invoicing Arrangements	As set out in Appendix 7

5. CONFIDENTIAL INFORMATION

The following information shall be deemed Commercially Sensitive Information or Confidential Information:

Information submitted by the Provider which is covered by section 41 (information provided in confidence) and section 43 (commercial interest) of the FOIA.

6. SPECIAL TERMS AND CONDITIONS

- A) For the purposes of the Services, the Parties acknowledge that all reference to 'job' in the Contract shall be interpreted in terms of the Step Up to Social Work Training Programme to mean a placement on the programme. Likewise, all references to Temporary Placement/Worker shall be construed in terms of the Services to mean permanent placements on the programme.
- B) The Contracting Authority will pay a maximum of £325.00 per administrator per full day, and £195.00 per administrator per half a day (values exclude VAT). The administrative offer and level of support agreed with each Regional Partnership must be signed off by the Contracting Authority in advance of confirmation with the Regional Partnership.

Appendix 2:
PRICES FOR SERVICES

<PRICING TABLE REDACTED> (FOIA Section 43: Commercial Information)

The Provider's cost matrix is embedded for reference purposes.

<COST SUBMISSION EXCEL REDACTED> (FOIA Section 43: Commercial Information)

Appendix 3:

ADDITIONAL SERVICES – Not used

HR Additional Service Category	HR Additional Service
Recruitment	Permanent recruitment
	Recruitment Process Support (Screening/Interviewing)
	Provider employed consultants
	Project work
	Statement of Work
	Other areas of recruitment
Corporate HR services	Project & portfolio management
	Risk auditing
	HR audit
	HR Administration
	Change management
	Equality, Diversity & Inclusion (ED&I) analysis and evaluation
	Quality management
	Other corporate HR services
Payroll & Benefits	Pension management and administration
	Payroll management
	Employee benefits
	Background and employment statutory checks including vetting
	DBS checks
	Benefits & rewards
	Salary reviews
	Flexible working
	Data analytics
	Flexible benefits
	Other Payroll & Benefits
Talent Management	HR Skills
	Employee development (Inc. appraisals, KPIs, training/talent/development)
	Performance management (inc ability / psychometric testing, analysis, reviews)
	Talent pool management and systems
	Assessment centres
	Recruitment management - applicant tracking and attraction, web recruitment
	Managed learning programmes
	Employment training
	Other Talent management
	TUPE management

People and HR Management	Restructure Management
	People management (Inc absence, new starters/leavers, discipline management)
	Redundancy
	HR Software solutions including VMS
	HR management – training and development, skills management
	Diversity & Inclusivity
	Job Evaluation
	Onboarding
	Career Transition
	Outplacement
	Employee wellbeing
	Employee engagement
	Other People and HR management
Outcome focused	All outcome focused services

Appendix 4

CALL-OFF TERMS AND CONDITIONS VARIATION FORM

CALL-OFF TERMS AND CONDITIONS FOR SERVICES

[Name of Lot]

No of Order Form being varied:.....

Variation Form No:.....

BETWEEN:

[] ("the Contracting Authority")

and

[] ("the Provider")

1. The Order is varied as follows; [list details of the Variation]
2. Words and expressions in this Variation shall have the meanings given to them in the Contract.
3. The Contract, including any previous Variations, shall remain effective and unaltered except as amended by this Variation.

Authorised to sign for and on behalf of the Contracting Authority

Signature

Date

Name in Capitals

Address

Authorised to sign for and on behalf of the Provider

Signature

Date

Name in Capitals

Address

.....

Appendix 5

Key Performance Indicators and Service Level Agreements

1 Definitions

In this Appendix, the following words shall have the following meanings and they shall supplement Clause 1 (Interpretation) in the Contract.

“Critical Service Failure”	means a failure by the Provider as described in column F of Table 1 of Part A of this Appendix 5 (Service Credit Applied) allowing the Contracting Authority to exercise its termination rights pursuant to clause 39 of the Contract (Remedies in the event of inadequate performance of the Services)
“KPI Failure”	means a failure to meet a KPI Performance Measure as set out in Table 1 of Part A of Appendix 5;
"KPI Performance Measure"	shall be as set out against the relevant KPI in Table 1 of this Part A of Appendix 5;
"Service Credits"	means a reduction in the total amount of charges payable to the Provider as set out in column F of Table 1 of this Part A of Appendix 5.
“Service Period”	shall mean a calendar month, unless the context requires a longer measurement period to measure compliance against the KPI in which case that period shall take precedence.

2 Part A: KPIs and Service Credits

- 2.1 The Provider shall at all times provide the Services to meet or exceed the KPI Performance Measure for each KPI.
- 2.2 The Provider acknowledges that any KPI Failure shall entitle the Contracting Authority to the rights set out in Part A of this Appendix 5 including the right to any Service Credits and that any Service Credit is a price adjustment and not an estimate of the Loss that may be suffered by the Contracting Authority as a result of the Provider's failure to meet any KPI Performance Measure.
- 2.3 The Provider shall send Performance Monitoring Reports to the Contracting Authority detailing the level of service which was achieved in accordance with the provisions of Part B (Performance Monitoring) of this Appendix 5.
- 2.4 If a KPI Failure occurs in one or more of the KPIs listed in Table 1 of this Part A, the Contracting Authority will be entitled, at its sole discretion, to reduce the total amount of charges payable to the Provider in accordance with the terms set out in column F of Table 1 below.
- 2.5 A Service Credit shall be the Contracting Authority's exclusive financial remedy for a KPI Failure except where the KPI Failure has arisen due to:
 - a. Prohibited Act or wilful Default by the Provider;
 - b. results in the corruption or loss of any Government Data; and/or
 - c. results in the Contracting Authority being required to make a compensation payment to one or more third parties

Part A - Table 1 (KPIs)

Key Performance Indicators					
A	B	C	D	E	F
KPI No.	KPI Criterion	Performance Measure	Monitoring Method	Monitoring Period	Service Credit applied
KPI 1	Contract Management - Reporting	100% adherence to all 'Contract Management - Reporting SLAs' within each monthly monitoring period	Performance Monitoring Report at monthly Performance Review Meeting	Monthly - throughout the Contract period	<p>For KPIs 1-6, Service Credits will be applied as follows:</p> <p>i. a 1% reduction to the charges payable for two KPI Failures during any Service Period;</p> <p>ii. a 2 % reduction to the charges payable for four KPI Failures during any Service Period; and</p> <p>iii. a 3.5% reduction to the charges payable for five KPI Failures during any Service Period.</p> <p>A repeated KPI Failure of the same KPI(s) over a consecutive three month period, or a KPI Failure across any two KPIs over a six month period will result in a Critical Service Failure.</p>
KPI 2	Contract Management - Issue Handling	100% adherence to all 'Contract Management - Issue Handling SLAs' within each monthly monitoring period	Performance Monitoring Report at monthly Performance Review Meeting	Monthly - throughout the Contract period	
KPI 3	Customer Service	100% adherence to all 'Customer Service SLAs' within each monthly monitoring period	Performance Monitoring Report at monthly Performance Review Meeting	Monthly - throughout the Contract period	
KPI 4	Service Delivery - Application process, Candidate Management and Advisory Board delivery	100% adherence to 'Service Delivery - SLAs on Application process, Candidate Management and Advisory Board delivery' within each monthly monitoring period	Performance Monitoring Report at monthly Performance Review Meeting	Monthly - throughout the Contract period	
KPI 5	Service Delivery - Website	100% adherence to 'Service Delivery - Website' within each monthly monitoring period	Performance Monitoring Report at monthly Performance Review Meeting	Monthly - throughout the Contract period	
KPI 6	Targeted Recruitment	100% adherence to all 'Targeted Recruitment SLAs' within each monthly monitoring period	Performance Monitoring Report at monthly Performance Review Meeting	Monthly - throughout the Contract period	
KPI 7	Targeted Recruitment	The Net Promotor Score for applicants from underrepresented groups is at least equal to that of the general application pool as submitted under KPI 8	Performance Monitoring Report post-Application Performance Review Meeting	Annually - following Application process	<p>For KPIs 7-11, Service Credits will be applied as follows:</p> <p>i. a 1% reduction to the charges payable for two KPI Failures during a</p>

KPI 8		The Net Promotor Score for those applicants from underrepresented groups who have undertaken the assessment centre process is at least equal to that of the general application pool as submitted under KPI 9	Performance Monitoring Report post-Application Performance Review Meeting	Annually - following Application process	<p>twelve month period;</p> <p>ii. a 2% reduction to the charges for three KPI Failures during a twelve month period.</p> <p>KPI Failure across all 5 KPIs over a twelve month period will result in a Critical Service Failure.</p>
KPI 9	Service Quality	Positive Applicant Net Promotor Score following end of Application process	Performance Monitoring Report post-Application Performance Review Meeting	Annually - following Application process	
KPI 10		Positive Applicant Net Promotor Score following end of Assessment process	Performance Monitoring Report post-Assessment Performance Review Meeting	Annually - following Assessment process	
KPI 11		Positive Regional Partnership Net Promotor Score following end of Assessment process	Performance Monitoring Report post-Assessment Performance Review Meeting	Annually - following Assessment process	

3 Part B: Performance Monitoring and Performance Review

- 3.1 Within twenty (20) Working Days of the Commencement Date the Provider shall provide the Contracting Authority with details of how the process in respect of the monitoring and reporting of KPIs will operate between the Parties and the Parties will endeavour to agree such process as soon as reasonably possible.
- 3.2 The Provider shall provide the Contracting Authority with performance monitoring reports ("Performance Monitoring Reports") in accordance with the process and timescales agreed pursuant to Paragraph **Error! Reference source not found.** of Part B of this Appendix which shall contain, as a minimum, the following information in respect of the relevant KPI period just ended:
- 3.2.1 for each KPI, the actual performance achieved over the KPI for the relevant Service Period;
 - 3.2.2 a summary of all failures to achieve KPIs that occurred during that Service Period;
 - 3.2.3 for any repeat failures, actions taken to resolve the underlying cause and prevent recurrence;
 - 3.2.4 as applicable, the Service Credits to be applied in respect of the relevant period indicating the failures and Service Levels to which the Service Credits relate; and
 - 3.2.5 such other details as the Contracting Authority may reasonably require from time to time.
- 3.3 The Parties shall attend meetings to discuss Performance Monitoring Reports ("Performance Review Meetings") on a Monthly basis. The Performance Review Meetings will be the forum for the review by the Provider and the Contracting Authority of the Performance Monitoring Reports. The Performance Review Meetings shall:
- 3.3.1 take place within one (1) week of the Performance Monitoring Reports being issued by the Provider at such location and time (within normal business hours) as the Contracting Authority shall reasonably require;
 - 3.3.2 be attended by the Provider's Representative and the Contracting Authority's Representative; and
 - 3.3.3 be fully minuted by the Provider and the minutes will be circulated by the Provider to all attendees at the relevant meeting and also to the Contracting Authority's Representative and any other recipients agreed at the relevant meeting.
- 3.4 The minutes of the preceding Month's Performance Review Meeting will be agreed and signed by both the Provider's Representative and the Contracting Authority's Representative at each meeting.
- 3.5 The Provider shall provide to the Contracting Authority such documentation as the Contracting Authority may reasonably require in order to verify the level of the performance by the Provider and the calculations of the amount of Service Credits for any specified Service Period.
- 4 Satisfaction Surveys
- 4.1 The Contracting Authority may undertake satisfaction surveys in respect of the Provider's provision of the Services. The Contracting Authority shall be entitled to notify the Provider of any aspects of their performance of the provision of the Services which the responses to the Satisfaction Surveys reasonably suggest are not in accordance with this Contract.

5 Service Levels

5.1 The Provider will be expected to meet and comply with all Service Levels as set out in Table 2 'Service Levels' below, and the Contracting Authority will consider repeated failures as breaches of this Contract.

PART B - Table 2 (Service Levels)

Service Level Agreements			
Area of focus	Service Level	Performance measure	Compliance
Contract Management	Reporting	Submit a monthly programme report to the Contracting Authority representative by the third Business Day of the month, including any exception events within this report.	100% DfE monitoring
		100% of programme wide sophisticated applicant recruitment data shared through the stages at weekly intervals unless otherwise agreed in writing with the Contracting Authority.	
		100% of Regional Partnership applicant recruitment MI data shared through the stages at weekly intervals unless otherwise agreed in writing with the Regional Partnerships.	
		95% of ad-hoc requests for data to be fulfilled within 2 Working Days, unless an alternative timescale is agreed by the Parties.	
	Administration/ Communication	Respond to 100% correspondence sent compliantly by the Contracting Authority within 3 Working Days of receipt.	
	Finance	Ensure that invoices are submitted to the Contracting Authority within 30 days of the Contracting Authority accepting/approving the completion of milestone activity per clause 4 of Appendix 7.	
	Variation of Contract Services	Ensure that Contract Variations are signed by both Parties prior to any additional work being undertaken (Contracting Authority and Provider to ensure paperwork is issued in line with contractual obligations when a change is required).	
	Issue Handling	100% of Provider administrative personnel are aware of and abide by relevant correspondence handling procedures with Regional Partners and applicants.	
		95% of issues/complaints reported in writing to the Contracting Authority within 1 Working Day, and 100% reported within 2 Working Days of the matter becoming apparent to the Provider.	
		Solution to 98% of the issues/complaints agreed in writing with the Contracting Authority within 2 working days, and 100% within 7 working days	

		100% of queries and their resolution reported to the Contracting Authority as part of monthly reporting.
	Evaluation	Agreed 95% of any surveys are issued to applicants/RPs within the timescales agreed with the Contracting Authority throughout the Term and at least 25% completion rate.
Customer Service	Issue handling	95% of issues/queries/complaints from applicants/Regional Partnerships will be acknowledged within 1 Working Day, with 100% acknowledged within 2 Working Days.
		98% of issues/queries/complaints resolved to the satisfaction of the Candidate/Regional Partnership within 7 working days of the matter becoming apparent to the Provider. Where queries/issues/complaints are related to activity managed outside of the control of the Provider these should be shared with the appropriate contact at the Contracting Authority or Regional Partnership within 1 Working Day of such matter becoming apparent to the Provider. The Provider is responsible for managing the matter and liaising regularly with all relevant stakeholders unless advised otherwise by the Contracting Authority.
	Availability	100% availability of support to applicant/Regional Partnerships by phone and emails 9am-5pm during the Monday-Friday.
Service Delivery	Application process	100% of initial assessment of applications to be completed and an electronic version of successful applications shared with respective Regional Partnerships (for consideration at stage two assessment centres) at dates specified by the Contracting Authority.
		100% of applications progressed to next stage of recruitment includes all mandatory fields completed.
		98% of applications progressed to Regional Partnership sift (stage 2) are to be eligible based on the information provided by the candidate.
		95% proof of applicant qualifications checked prior to Regional Partnership sift.
	Candidate Management	100% of outcome letters sent to applicants via email/portal within 2 working days of confirmation of outcome of application or assessment centre.

		Where a Regional Partnership requests to draw down from the reserve list and a suitable candidate is identified by the Provider from such reserve list, the Provider will proceed to notify the applicant via email that they have been selected from the reserve list with next actions outlined. Supplier to follow up with a phone call if no response has been received from them within 3 working days of the date the initial correspondence was issued.
	Advisory Board delivery	Supplier to meet with advisory board no less than 3 times throughout the year, when requested by Contracting Authority.
	Website delivery	Website availability 99.9% of the time (24/7/365) via the internet for the duration of the contract (excluding planned and agreed maintenance).
		100% of the information produced and hosted on the website is correct, of the agreed quality and accessible to all applicants 100% of the time.
Targeted Recruitment	Planning	Agree Targeted Recruitment plan with at least 60% of Regional Partnerships within 1 month of Contract signature, a further 30% by 2 months and a further 10% by 3 months.
	Delivery	Complete 100% of Targeted Recruitment activity within timescales agreed with Regional Partnerships.
	Outcome	Demonstrate improved outcomes for those applicants from under-represented groups for Cohort 8.

Appendix 6:

DATA, SYSTEMS HANDLING AND SECURITY

1. Definitions

“Control”	means that a person possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of the other person (whether through the ownership of voting shares, by contract or otherwise) and "Controls" and "Controlled" are interpreted accordingly;
“Provider Personnel”	employees, agents, consultants and Sub-Providers of the Provider engaged in the performance of its obligations under this Contract;
“Controller”, “Processor,” “Data Subject”, “Personal Data”, “Personal Data Breach”, “Data Protection Officer”, “Processing”	shall have the meanings given in the UK GDPR;
“Data Loss Event”	any event that results, or may result, in unauthorised access to Personal Data held by the Processor under this Contract, and/or actual or potential loss and/or destruction of Personal Data in breach of this Contract, including any Personal Data Breach;
“DPA 2018”	Data Protection Act 2018;
“Data Protection Impact Assessment”	an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data;
“Data Protection Legislation”	(i) the UK GDPR as amended from time to time;; (ii) the DPA 2018 as amended from time to time to the extent that it relates to processing of personal data and privacy; (iii) all applicable Law about the Processing of Personal Data and privacy;
“Data Subject Request”	a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data.
“Independent Control”	where a Controller has provided Personal Data to another Party which is neither a Processor or Joint Controller because the recipient itself determines the purposes and means of processing but does so separately from the Controller providing it with Personal Data;

“Protective Measures”

appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of such measures adopted by it including those outlined in Schedule ‘Processing, Personal Data and Data Subjects’;

“UK GDPR”

means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation) (United Kingdom General Data Protection Regulation), as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018 (and see section 205(4).

1.1 Processing Personal Data

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

1.2 The contact details of the Contracting Authority’s Data Protection Officer are: <REDACTED> (FOI Section 40: Personal Information) DataProtection.OFFICE@education.gov.uk, Data Protection Officer, Contracting Authority for Education (B2.28), 7 & 8 Wellington Place, Wellington Street, Leeds, LS1 4AW.

1.3 The contact details of the Provider’s Data Protection Officer are: <REDACTED> (FOI Section 40: Personal Information), Data Protection Officer, privacy@capita.com, Capita plc, 65 Gresham Street, London EC2V 7NQ

1.4 Any such further instructions shall be incorporated into this Appendix.

1.5 The Processing Personal Data Table is as follows:

Description	Details
Identity of Controller for each Category of Personal Data	<p>The Parties acknowledge that for the purposes of the Data Protection Legislation, the Contracting Authority is the Controller and the Provider is the Processor for all activities unless specifically stated in this table.</p> <p>The Parties are Joint Controllers</p> <p>The Parties acknowledge that they are Joint Controllers for the purposes of the Data Protection Legislation in respect of:</p> <ul style="list-style-type: none">Identifying suitable candidates;Provider advertises roles and Contracting Authority approves content of advert;

	<ul style="list-style-type: none"> • Provider identifies suitable candidates based on Contracting Authority requirements and passes to Contracting Authority for determination; • Provider uses their internal IT systems for this collection and processing of candidate Personal Data; • Deciding what the purpose or outcome of the Processing will be; • Deciding what type of Personal Data is to be collected, as set out in the table below; • Processing the Personal Data <p>The Provider is the Controller in respect of:</p> <ul style="list-style-type: none"> • Deciding which individuals to collect Personal Data about; • Collecting the Personal Data; • Processing the Personal Data in order to meet its obligations under this Contract; <p>The Contracting Authority is the Controller in respect of:</p> <ul style="list-style-type: none"> • longitudinal and/or historical analysis to support long-term evaluation of the Programme, and understanding of the child and family social work workforce.
Subject matter of the processing	<p>The processing is needed for the delivery of the Contract:</p> <ul style="list-style-type: none"> (a) in order to ensure that the Provider can effectively deliver the Contract to provide the Services; (b) in order that the Contracting Authority can effectively manage the delivery of the Contract by the Provider; and (c) for the purposes of the Contracting Authority's child and family social work recruitment and retention statistics. The data provided will give an insight and quantitative description of candidate and participant diversity and participant outcomes in terms of entry into child and family social work, retentions, career progression and contribution to shortage of social workers in areas of disadvantage.
Duration of the processing	<p>The Processing shall only occur during the Term of this Contract after which the data should be securely transferred back to the Contracting Authority using a secure and encrypted file transfer programme.</p> <p>The Personal Data may be retained by the Controller performing the Processing for a maximum of 3 years for storage and audit purposes only.</p>
Nature and purposes of the processing	<p>1. Legal Basis for Processing:</p> <p>(i) Personal Data is shared and processed in accordance with UK GDPR Article 6(1)(e) on the legal basis that the Processing is necessary for the performance of a task in the public interest pursuant to Section 14 of the Education Act 2002;</p>

	<p>(ii) Subject to there being an appropriate data sharing agreement in place, Personal Data may also be shared for the purposes of registration with Social Work England. This may include special category data which will be Processed in accordance with UK GDPR Article 9.</p> <p>2. The nature of the Processing under the Contract will be:</p> <p>(i) collection, storage and use of Personal Data to effectively undertake the purpose of the Contract as defined in Section 2 of the Order Form (Services) including the sharing of data generated with Regional Partners for their use in providing training opportunities. Any further sharing of this data will be via the anonymisation and aggregation of outcome and output data to inform the Contracting Authority of the achievement of the Contract.</p> <p>3. The purpose of the Processing under the Contract will be:</p> <p>(i) to invite applicants to interviews and assessments; inform successful applicants of the outcome of their interview and their assessment and invite them to take part in the Programme;</p> <p>(ii) manage business as usual activities regarding the day to day. delivery of the Programme including but not limited to the provision of Management Information to the Contracting Authority in accordance with Schedule 4 Performance Levels) and Schedule 16 (Records Provision and Management Information);</p> <p>(iii) to follow up with applicants and participants for research and evaluation of the Programme;</p> <p>(iv) monitoring and evaluation of the performance of the programme through the experience and outcomes of the applicants, Regional Partners and participants of the Programme, including monitoring equalities impact, as part of the Public Sector Equality Duty;</p> <p>(v) to collect, store and use the data to deliver the Services, including any statutory obligations, employment processing, recruitment assessment, audit and assurance, invoicing and payments, withdrawals and deferrals, retention assessment, satisfaction and exit surveys.</p> <p>Data will be collected from third parties, the Data Subject and generated through the delivery of the service. Any third party privacy notice will state that Personal Data will be shared with the Contracting Authority and/or Controller.</p>
Type of Personal Data	<p>For applicants, personal identifiers include:</p> <ul style="list-style-type: none"> • First and last Names • Date of birth • Gender • Address • Post code • Current country of residence • Country of origin • Date of birth • Age • Telephone number

	<ul style="list-style-type: none"> • Email contact details (for contacting for programme evaluation) • Social Worker registration number (once qualified) • Data on historic academic achievement • Career status • Degree stage, subject and class • University • National Insurance number • Language • Visa • Criminal convictions (to be processed appropriately) • Socio-economic background • Educational achievement during the programme • Employment before and after programme completion • DBS status (to be processed appropriately) • Previous Consideration of Social Work as a career • Preferred region for LA placement • Actual LA placement • Initial Assessment outcome • Candidate type (student, career changer) <p>Special category data, if provided by the Data Subject and consent explicitly given under Article 9(a), include:</p> <ul style="list-style-type: none"> • Ethnicity • Sexual orientation • Disability and long term health issues <p>For stakeholders within local authorities who are the end employers for successful candidates in the programme:</p> <ul style="list-style-type: none"> • Name • Postal address • E-mail address
Categories of Data Subject	Applicants, participants on the Step Up to Social Work Programme as well as local authorities who are the end employers for successful candidates in the programme.
<p>Plan for return and destruction of the data once the processing is complete</p> <p>UNLESS requirement under union or member state law to preserve that type of data</p>	<p>As per clause 1.16 of Appendix 6 Annex 2 (Contracting Authority Security Standards).</p> <p>Data will be anonymised wherever possible and may be preserved long-term by the Contracting Authority to allow for longitudinal and/or historical analysis to support long-term evaluation of the Programme and understanding of the child and family social work workforce.</p>

APPENDIX 6 ANNEX 1 – JOINT CONTROLLER AGREEMENT

1. Joint Controller Status and Allocation of Responsibilities

- 1.1 With respect to Personal Data under Joint Control of the Parties, the Parties envisage that they shall each be a Data Controller in respect of that Personal Data in accordance with the terms of this Appendix 6 Annex 1 (*Joint Controller Agreement*). Accordingly, the Parties each undertake to comply with the applicable Data Protection Legislation in respect of their Processing of such Personal Data as Data Controllers.
- 1.2 The Parties agree that the Provider:
- (a) is the exclusive point of contact for Data Subjects and is responsible for all steps necessary to comply with the UK GDPR regarding the exercise by Data Subjects of their rights under the UK GDPR;
 - (b) shall direct Data Subjects to its Data Protection Officer or suitable alternative in connection with the exercise of their rights as Data Subjects and for any enquiries concerning their Personal Data or privacy;
 - (c) is solely responsible for the Parties' compliance with all duties to provide information to Data Subjects under Articles 13 and 14 of the UK GDPR;
 - (d) is responsible for obtaining the informed consent of Data Subjects, in accordance with the UK GDPR, for Processing in connection with the Services where consent is the relevant legal basis for that Processing; and
 - (e) shall make available to Data Subjects the essence of this Joint Controller Agreement (and notify them of any changes to it) concerning the allocation of responsibilities as Joint Controller and its role as exclusive point of contact, the Parties having used their best endeavours to agree the terms of that essence. This must be outlined in the Provider's privacy policy (which must be readily available by hyperlink or otherwise on all of its public facing services and marketing).
- 1.3 Notwithstanding the terms of paragraph 10, the Parties acknowledge that a Data Subject has the right to exercise their legal rights under the Data Protection Legislation as against the relevant Party as Data Controller.

2. Undertakings of both Parties

- 2.1 The Provider and the Contracting Authority each undertake that they shall:
- (a) report to the other Party every 6 months on:
 - (i) the volume of Data Subject Access Requests (or purported Data Subject Access Requests) from Data Subjects (or third parties on their behalf);
 - (ii) the volume of requests from Data Subjects (or third parties on their behalf) to rectify, block or erase any Personal Data;
 - (iii) any other requests, complaints or communications from Data Subjects (or third parties on their behalf) relating to the other Party's obligations under applicable Data Protection Legislation;
 - (iv) any communications from the Information Commissioner or any other regulatory Contracting Authority in connection with Personal Data; and
 - (v) any requests from any third party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law;
- that it has received in relation to the subject matter of the Agreement during that period;

- (b) notify each other immediately if it receives any request, complaint or communication made as referred to in Paragraphs ..1(a)(i) to (v); and
- (c) provide the other Party with full cooperation and assistance in relation to any request, complaint or communication made as referred to in Paragraphs ..1(a)(iii) to (v) to enable the other Party to comply with the relevant timescales set out in the Data Protection Legislation.
- (d) not disclose or transfer the Personal Data to any third party unless necessary for the provision of the Services and, for any disclosure or transfer of Personal Data to any third party, save where such disclosure or transfer is specifically authorised under this Agreement or is required by Law). For the avoidance of doubt to which Personal Data is transferred must be subject to equivalent obligations which are no less onerous than those set out in this Annex.
- (e) request from the Data Subject only the minimum information necessary to provide the Services and treat such extracted information as Confidential Information.
- (f) ensure that at all times it has in place appropriate Protective Measures to guard against unauthorised or unlawful processing of the Personal Data and/or accidental loss, destruction or damage to the Personal Data and unauthorised or unlawful disclosure of or access to the Personal Data.
- (g) take all reasonable steps to ensure the reliability and integrity of any of its Personnel who have access to the Personal Data and ensure that its Personnel:
 - (i) are aware of and comply with their duties under this Appendix 6 Annex 1 (*Joint Controller Agreement*) and those in respect of Confidential Information
 - (ii) are informed of the confidential nature of the Personal Data, are subject to appropriate obligations of confidentiality and do not publish, disclose or divulge any of the Personal Data to any third party where that Party would not be permitted to do so;
 - (iii) have undergone adequate training in the use, care, protection and handling of personal data as required by the applicable Data Protection Legislation;
- (h) ensure that it has in place Protective Measures as appropriate to protect against a Data Loss Event having taken account of the:
 - (i) nature of the data to be protected;
 - (ii) harm that might result from a Data Loss Event;
 - (iii) state of technological development; and
 - (iv) cost of implementing any measures.
- (i) ensure that it has the capability (whether technological or otherwise), to the extent required by Data Protection Legislation, to provide or correct or delete at the request of a Data Subject all the Personal Data relating to that Data Subject that the Provider holds; and
- (j) ensure that it notifies the other Party as soon as it becomes aware of a Data Loss Event.

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

3. Data Protection Breach

- 3.1 Without prejudice to Paragraph .2, each Party shall notify the other Party promptly and without undue delay, and in any event within 48 hours, upon becoming aware of any Personal Data Breach or circumstances that are likely to give rise to a Personal Data Breach, providing the other Party and its advisors with:
- (a) sufficient information and in a timescale which allows the other Party to meet any obligations to report a Personal Data Breach under the Data Protection Legislation;
 - (b) all reasonable assistance, including:
 - (i) co-operation with the other Party and the Information Commissioner investigating the Personal Data Breach and its cause, containing and recovering the compromised Personal Data and compliance with the applicable guidance;
 - (ii) co-operation with the other Party including taking such reasonable steps as are directed by the Contracting Authority to assist in the investigation, mitigation and remediation of a Personal Data Breach;
 - (iii) co-ordination with the other Party regarding the management of public relations and public statements relating to the Personal Data Breach;
 - (iv) providing the other Party and to the extent instructed by the other Party to do so, and/or the Information Commissioner investigating the Personal Data Breach, with complete information relating to the Personal Data Breach, including, without limitation, the information set out in Paragraph 3.2.
- 3.2 Each Party shall take all steps to restore, re-constitute and/or reconstruct any Personal Data where it has lost, damaged, destroyed, altered or corrupted as a result of a Personal Data Breach as if it was that Party's own data at its own cost with all possible speed and shall provide the other Party with all reasonable assistance in respect of any such Personal Data Breach, including providing the other Party, as soon as possible and within 48 hours of the Personal Data Breach relating to the Personal Data Breach, in particular:
- (a) the nature of the Personal Data Breach;
 - (b) the nature of Personal Data affected;
 - (c) the categories and number of Data Subjects concerned;
 - (d) the name and contact details of the Provider's Data Protection Officer or other relevant contact from whom more information may be obtained;
 - (e) measures taken or proposed to be taken to address the Personal Data Breach; and
 - (f) describe the likely consequences of the Personal Data Breach.

4. Audit

4.1 The Provider shall permit:

- (a) the Contracting Authority, or a third-party auditor acting under the Contracting Authority's direction, to conduct, at the Contracting Authority's cost, data privacy and security audits, assessments and inspections concerning the Provider's data security and privacy procedures relating to Personal Data, its compliance with this Appendix 6 Annex 1 and the Data Protection Legislation.
- (b) the Contracting Authority, or a third-party auditor acting under the Contracting Authority's direction, access to premises at which the Personal Data is accessible or at which it is able to inspect any relevant records, including the record maintained under Article 30 UK GDPR by the Provider so far as relevant to the Agreement, and procedures, including premises under the control of any third party appointed by the Provider to assist in the provision of the Services.

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

5. Impact Assessments

5.1 The Parties shall:

- (a) provide all reasonable assistance to each other to prepare any Data Protection Impact Assessment as may be required (including provision of detailed information and assessments in relation to processing operations, risks and measures);
- (b) maintain full and complete records of all Processing carried out in respect of the Personal Data in connection with this Agreement, in accordance with the terms of Article 30 UK GDPR.

6. ICO Guidance

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

7. Liabilities for Data Protection Breach

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

- (a) If in the view of the Information Commissioner, the Contracting Authority is responsible for the Personal Data Breach, in that it is caused as a result of the actions or inaction of the Contracting Authority, its employees, agents, Providers (other than the Provider) or systems and procedures controlled by the Contracting Authority, then the Contracting Authority shall be responsible for the payment of such Financial Penalties. In this case, the Contracting Authority will conduct an internal audit and engage at its reasonable cost when necessary, an independent third party to conduct an audit of any such data incident. The Provider shall provide to the Contracting Authority and its third party investigators and auditors, on request and at the Provider's reasonable cost, full cooperation and access to conduct a thorough audit of such data incident;
- (b) If in the view of the Information Commissioner, the Provider is responsible for the Personal Data Breach, in that it is not a breach that the Contracting Authority is responsible for, then the Provider shall be responsible for the payment of these Financial Penalties. The Provider will provide to the Contracting Authority and its auditors, on request and at the Provider's sole cost, full cooperation and access to conduct a thorough audit of such data incident.
- (c) If no view as to responsibility is expressed by the Information Commissioner, then the Contracting Authority and the Provider shall work together to investigate the relevant data incident and allocate responsibility for any Financial Penalties as outlined above, or by agreement to split any financial penalties equally if no responsibility for the Personal Data Breach can be apportioned. In the event that the Parties do not agree such apportionment then such Dispute shall be referred to the Dispute Resolution procedure set out in Clause 56 of the Contract (*Dispute Resolution*).

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

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

- (a) if the Contracting Authority is responsible for the relevant breach, then the Contracting Authority shall be responsible for the Claim Losses;
- (b) if the Provider is responsible for the relevant breach, then the Provider shall be responsible for the Claim Losses: and
- (c) if responsibility is unclear, then the Contracting Authority and the Provider shall be responsible for the Claim Losses equally.

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

8. Termination

8.1 If the Provider is in material Default under any of its obligations under this Appendix 6 Annex 1 (*Joint Control Agreement*), the Contracting Authority shall be entitled to terminate this Agreement by issuing a written notice in accordance with Clause 47.7 of the Contract (*Termination on Default – Material Default*).

9. Sub-Processing

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

- (a) carry out adequate due diligence on such third party to ensure that it is capable of providing the level of protection for the Personal Data as is required by this Agreement, and provide evidence of such due diligence to the other Party where reasonably requested; and
- (b) ensure that a suitable agreement is in place with the third party as required under applicable Data Protection Legislation.

10. Data Retention

The Parties agree to erase Personal Data from any computers, storage devices and storage media that are to be retained as soon as practicable after it has ceased to be necessary for them to retain such Personal Data under applicable Data Protection Legislation as set out in the table at Paragraph 1.5 of this Schedule and their privacy policy (save to the extent (and for the limited period) that such information needs to be retained by a Party for statutory compliance purposes or as otherwise required by this Agreement), and taking all further actions as may be necessary to ensure its compliance with Data Protection Legislation and its privacy policy.

Appendix 6 – Annex 2
CONTRACTING AUTHORITY SECURITY STANDARDS

1. DEFINITIONS

<p>“BPSS” “Baseline Provider Staff Security Standard”</p>	<p>a level of security clearance described as pre-employment checks in the National Vetting Policy. Further information can be found at: https://www.gov.uk/government/publications/government-baseline-provider-staff-security-standard</p>
<p>“CCSC” “Certified Cyber Security Consultancy”</p>	<p>is NCSC's approach to assessing the services provided by consultancies and confirming that they meet NCSC's standards. This approach builds on the strength of CLAS and certifies the competence of suppliers to deliver a wide and complex range of cyber security consultancy services to both the public and private sectors. See website: https://www.ncsc.gov.uk/scheme/certified-cyber-consultancy</p>
<p>“CCP” “Certified Professional”</p>	<p>is a NCSC scheme in consultation with government, industry and academia to address the growing need for specialists in the cyber security profession and are building a community of recognised professionals in both the UK public and private sectors. See website: https://www.ncsc.gov.uk/scheme/certified-professional</p>
<p>“CC” “Common Criteria”</p>	<p>the Common Criteria scheme provides assurance that a developer's claims about the security features of their product are valid and have been independently tested against recognised criteria.</p>
<p>“Cloud Security Principles”</p>	<p>Is a set of guidance on cloud security principles, including their goals and technical implementation: https://www.ncsc.gov.uk/collection/cloud/the-cloud-security-principles</p>
<p>“CPA” “Commercial Product Assurance” [formerly called “CESG Product Assurance”]</p>	<p>is an ‘information assurance scheme’ which evaluates commercial off the shelf (COTS) products and their developers against published security and development standards. These CPA certified products can be used by government, the wider public sector and industry. See website: https://www.ncsc.gov.uk/scheme/commercial-product-assurance-cpa</p>
<p>“Cyber Essentials” “Cyber Essentials Plus”</p>	<p>Cyber Essentials is the government backed, industry supported scheme to help organisations protect themselves against common cyber-attacks. Cyber Essentials and Cyber Essentials Plus are levels within the scheme.</p> <p>There are a number of certification bodies that can be approached for further advice on the scheme; the link</p>

	<p>below points to one of these providers: https://www.iasme.co.uk/apply-for-self-assessment/</p>
<p>"Contracting Authority's Data" "Contracting Authority's Information"</p>	<p>is any data or information owned or retained in order to meet Contracting Authority business objectives and tasks, including:</p> <ul style="list-style-type: none"> (a) any data, text, drawings, diagrams, images or sounds (together with any repository or database made up of any of these components) which are embodied in any electronic, magnetic, optical or tangible media, and which are: <ul style="list-style-type: none"> i. supplied to the Provider by or on behalf of the Contracting Authority; or ii. which the Provider is required to generate, process, store or transmit pursuant to this Contract; or (b) any Personal Data for which the Contracting Authority is the Data Controller;
<p>"Contracting Authority's Security Standards"</p>	<p>means the Contracting Authority's security policy or any standards, procedures, process or specification for security that the Provider is required to deliver.</p>
<p>"Digital Marketplace / GCloud"</p>	<p>the Digital Marketplace is the online framework for identifying and procuring cloud technology and people for digital projects. Cloud services (e.g. web hosting or IT health checks) are on the G-Cloud framework.</p>
<p>"FIPS 140-2"</p>	<p>this is the Federal Information Processing Standard (FIPS) Publication 140-2, (FIPS PUB 140-2), entitled 'Security Requirements for Cryptographic Modules'. This document is the de facto security standard used for the accreditation of cryptographic modules.</p>
<p>"Good Industry Practice" "Industry Good Practice"</p>	<p>means the exercise of that degree of skill, care, prudence, efficiency, foresight and timeliness as would be expected from a leading company within the relevant industry or business sector.</p>
<p>"Good Industry Standard" "Industry Good Standard"</p>	<p>means the implementation of products and solutions, and the exercise of that degree of skill, care, prudence, efficiency, foresight and timeliness as would be expected from a leading company within the relevant industry or business sector.</p>
<p>"GSC" "GSCP"</p>	<p>means the Government Security Classification Policy which establishes the rules for classifying HMG information. The policy is available at: https://www.gov.uk/government/publications/government-security-classifications</p>
<p>"HMG"</p>	<p>means Her Majesty's Government</p>

“ICT”	means Information and Communications Technology (ICT) is used as an extended synonym for information technology (IT), used to describe the bringing together of enabling technologies used to deliver the end-to-end solution
“ISO/IEC 27001” “ISO 27001”	is the International Standard for Information Security Management Systems Requirements
“ISO/IEC 27002” “ISO 27002”	is the International Standard describing the Code of Practice for Information Security Controls.
“ISO 22301”	is the International Standard describing for Business Continuity
“IT Security Health Check (ITSHC)” “IT Health Check (ITHC)” “Penetration Testing”	means an assessment to identify risks and vulnerabilities in systems, applications and networks which may compromise the confidentiality, integrity or availability of information held on that IT system.
“Need-to-Know”	the Need-to-Know principle is employed within HMG to limit the distribution of classified information to those people with a clear ‘need to know’ in order to carry out their duties.
“NCSC”	The National Cyber Security Centre (NCSC) formerly CESG is the UK government’s National Technical Contracting Authority for Information Assurance. The NCSC website is https://www.ncsc.gov.uk
“OFFICIAL ” “OFFICIAL-SENSITIVE”	the term ‘OFFICIAL’ is used to describe the baseline level of ‘security classification’ described within the Government Security Classification Policy (GSCP) which details the level of protection to be afforded to information by HMG, for all routine public sector business, operations and services. the ‘OFFICIAL–SENSITIVE’ caveat is used to identify a limited subset of OFFICIAL information that could have more damaging consequences (for individuals, an organisation or government generally) if it were lost, stolen or published in the media, as described in the Government Security Classification Policy.
“RBAC” “Role Based Access Control”	Role Based Access Control, a method of restricting a person’s or process’ access to information depending on the role or functions assigned to them.
“Secure Sanitisation”	Secure sanitisation is the process of treating data held on storage media to reduce the likelihood of retrieval and reconstruction to an acceptable level. Some forms of sanitisation will allow you to re-use the media, while others are destructive in nature and render the media unusable. Secure sanitisation was previously covered by “Information Assurance Standard No. 5 - Secure Sanitisation” (“IS5”) issued by the former CESG. Guidance can now be found at: https://www.ncsc.gov.uk/guidance/secure-sanitisation-storage-media The disposal of physical documents and hardcopy materials advice can be found at: https://www.cpni.gov.uk/secure-destruction

<p>“Security and Information Risk Advisor”</p> <p>“CCP SIRA”</p> <p>“SIRA”</p>	<p>the Security and Information Risk Advisor (SIRA) is a role defined under the NCSC Certified Professional (CCP) Scheme. See also:</p> <p>https://www.ncsc.gov.uk/articles/about-certified-professional-scheme</p>
<p>“Service Standards”</p>	<p>The Service Standard helps teams to create and run great public services ensuring user needs are at the centre of design</p> <p>https://www.gov.uk/service-manual/service-standard</p>
<p>“SPF”</p> <p>“HMG Security Policy Framework”</p>	<p>This is the definitive HMG Security Policy which describes the expectations of the Cabinet Secretary and Government’s Official Committee on Security on how HMG organisations and third parties handling HMG information and other assets will apply protective security to ensure HMG can function effectively, efficiently and securely.</p> <p>https://www.gov.uk/government/publications/security-policy-framework</p>
<p>“Technology Code of Practice”</p>	<p>The Technology Code of Practice is a set of criteria to help government design, build and operate technology services effectively and efficiently.</p> <p>https://www.gov.uk/guidance/the-technology-code-of-practice</p>
<p>“Tailored Assurance”</p> <p>[formerly called “CTAS”, or,</p> <p>“CESG Tailored Assurance”]</p>	<p>is an ‘information assurance scheme’ which provides assurance for a wide range of HMG, MOD, Critical National Infrastructure (CNI) and public sector customers procuring IT systems, products and services, ranging from simple software components to national infrastructure networks.</p> <p>https://www.ncsc.gov.uk/documents/ctas-principles-and-methodology</p>

- 1.1. The Provider shall comply with the relevant HMG security policy framework, NCSC guidelines, Cloud Security Principles, and where applicable Contracting Authority Security Standards which include but are not constrained to the following paragraphs.
- 1.2. If the Provider is providing a Technology Solution and / or as the Provider will be handling information at OFFICIAL on behalf of the Contracting Authority, the requirements under Cabinet Office Procurement Policy Note – Use of Cyber Essentials Scheme certification - Action Note 09/14 25 May 2016, or any subsequent updated document, are mandated; that “Providers supplying products or services to HMG shall have achieved, and retain certification at the appropriate level, under the HMG Cyber Essentials Scheme”. The certification scope must be relevant to the services supplied to, or on behalf of, the Contracting Authority.
- 1.3. The Provider shall be able to demonstrate conformance to, and show evidence of such conformance to the ISO/IEC 27001 (Information Security Management Systems Requirements) standard, including the application of controls from ISO/IEC 27002 (Code of Practice for Information Security Controls).
- 1.4. The Provider shall follow the UK Government Security Classification Policy (GSCP) in respect of any Contracting Authority Data being handled in the course of providing this service, and will handle this data in accordance with its security classification. (In the event where the Provider has an existing Protective Marking Scheme then the Provider may continue to use this but must map the HMG security classifications against it to ensure the correct controls are applied to the Contracting Authority Data).
- 1.5. Contracting Authority Data being handled in the course of providing an ICT solution or service must be segregated from all other data on the Provider’s or Sub-Provider’s own IT equipment to protect the Contracting Authority Data and enable the data to be identified and securely deleted when required. In the event that it is not possible to segregate any Contracting Authority Data then the Provider and

any Sub-Provider shall be required to ensure that it is stored in such a way that it is possible to securely delete the data in line with Clause 1.14.

- 1.6. The Provider shall have in place and maintain physical security, in line with those outlined in ISO/IEC 27002 including, but not limited to, entry control mechanisms (e.g. door access) to premises and sensitive areas.
- 1.7. The Provider shall have in place and maintain an access control policy and process for the logical access (e.g. identification and authentication) to ICT systems to ensure only authorised Staff have access to Contracting Authority Data. This policy should include appropriate segregation of duties and if applicable role based access controls (RBAC). User credentials that give access to Contracting Authority Data or systems shall be considered to be sensitive data and must be protected accordingly.
- 1.8. The Provider shall have in place and shall maintain procedural, Staff, physical and technical safeguards to protect Contracting Authority Data, including but not limited to:
 - i. physical security controls;
 - ii. good industry standard policies and processes;
 - iii. malware protection;
 - iv. boundary access controls including firewalls, application gateways, etc;
 - v. maintenance and use of fully supported software packages in accordance with vendor recommendations;
 - vi. use of secure device configuration and builds;
 - vii. software updates and patching regimes including malware signatures, for operating systems, network devices, applications and services;
 - viii. user identity and access controls, including the use of multi-factor authentication for sensitive data and privileged account accesses;
 - ix. any services provided to the Contracting Authority must capture audit logs for security events in an electronic format at the application, service and system level to meet the Contracting Authority's logging and auditing requirements, plus logs shall be:
 - a. retained and protected from tampering for a minimum period of six months;
 - b. made available to the Contracting Authority on request.
- 1.9. Any data in transit using either physical or electronic transfer methods across public space or cyberspace, including mail and couriers systems, or third party provider networks must be protected via encryption which has been certified to FIPS 140-2 standard or a similar method approved by the Contracting Authority prior to being used for the transfer of any Contracting Authority Data.
- 1.10. Storage of Contracting Authority Data on any portable devices or media shall be limited to the absolute minimum required to deliver the stated business requirement and shall be subject to Paragraph 1.11 and 1.12 below.
- 1.11. Any portable removable media (including but not constrained to pen drives, flash drives, memory sticks, CDs, DVDs, or other devices) which handle, store or process Contracting Authority Data to deliver and support the service, shall be under the control and configuration management of the Provider or (sub-)Providers providing the service, shall be both necessary to deliver the service and shall be encrypted using a product which has been certified to FIPS140-2 standard or another encryption standard that is acceptable to the Contracting Authority.
- 1.12. All portable ICT devices, including but not limited to laptops, tablets, smartphones or other devices, such as smart watches, which handle, store or process Contracting Authority Data to deliver and support the service, shall be under the control and configuration management of the Provider or Sub-Providers providing the service, and shall be necessary to deliver the service. These devices shall be full-disk encrypted using a product which has been certified to FIPS140-2 standard or another encryption standard that is acceptable to the Contracting Authority.
- 1.13. Whilst in the Provider's care all removable media and hardcopy paper documents containing Contracting Authority Data must be handled securely and secured under lock and key when not in use and shall be securely destroyed when no longer required, using either a cross-cut shredder or a professional secure disposal organisation.
- 1.14. When necessary to hand carry removable media and/or hardcopy paper documents containing Contracting Authority Data, the media or documents being carried shall be kept under cover and transported in such a way as to ensure that no unauthorised person has either visual or physical

access to the material being carried. This clause shall apply equally regardless of whether the material is being carried inside or outside of company premises. The term 'under cover' means that the information is carried within an opaque folder or envelope within official premises and buildings and within a closed briefcase or other similar bag or container when outside official premises or buildings.

- 1.15. In the event of termination of Contract due to expiry, as a result of an Insolvency Event or for breach by the Provider, all products and materials provided, created or resulting from provision of the Services shall not be considered as the Provider's assets and must be returned to the Contracting Authority and written assurance obtained from an appropriate officer of the Provider that these assets regardless of location and format have been fully sanitised throughout the Provider's organisation in line with paragraph 1.16 within a timescale requested by the Contracting Authority at the time such notice of termination is given in writing.
- 1.16. At the end of the contract or in the event of equipment failure or obsolescence, all Contracting Authority information and data, in either hardcopy or electronic format, that is physically held or logically stored on the Provider's ICT infrastructure must be securely sanitised or destroyed and accounted for in accordance with the current HMG policy using a NCSC approved product or method. Where sanitisation or destruction is not possible for legal, regulatory or technical reasons, such as a Storage Area Network (SAN) or shared backup tapes, then the Provider or Sub-Provider shall protect the Contracting Authority's information and data until the time, which may be long after the end of the contract, when it can be securely cleansed or destroyed. Evidence of secure destruction will be required in all cases.
- 1.17. In the event of termination of Contract due to expiry, the Provider will ensure that any purchased domain name (or domain names) in connection with the provision of the Services transfers ownership of those domains to the Contracting Authority free of charge as part of Exit Plan activity. Agreement on domain name will be made between the Government Digital Service and the Contracting Authority.
- 1.18. Access by Provider or Sub-Provider Staff to Contracting Authority Data shall be confined to those individuals who have a "need-to-know" in order to carry out their role; and have undergone mandatory pre-employment screening, to a minimum of HMG Baseline Provider Staff Security Standard (BPSS); or hold an appropriate National Security Vetting clearance as required by the Contracting Authority. All Provider or Sub-Provider Staff must complete this process before access to Contracting Authority Data is permitted. Any Provider Staff who will be in contact with children or vulnerable adults must, in addition to any security clearance, have successfully undergone an Enhanced DBS (Disclosure and Barring Service) check prior to any contact.
- 1.19. All Provider or Sub-Provider Staff who handle Contracting Authority Data must have annual awareness training in protecting information.
- 1.20. Notwithstanding any other provisions as to business continuity and disaster recovery in the Contract, the Provider shall, as a minimum, have in place robust Business Continuity arrangements and processes including IT disaster recovery plans and procedures that conform to ISO 22301 to ensure that the delivery of the contract is not adversely affected in the event of an incident. An incident shall be defined as any situation that might, or could lead to, a disruption, loss, emergency or crisis to the services delivered. If a ISO 22301 certificate is not available the supplier will provide evidence of the effectiveness of their ISO 22301 conformant Business Continuity arrangements and processes including IT disaster recovery plans and procedures. This should include evidence that the Provider has tested or exercised these plans within the last 12 months and produced a written report of the outcome, including required actions.
- 1.21. Any suspected or actual breach of the confidentiality, integrity or availability of Contracting Authority Data being handled in the course of providing this service, or any non-compliance with these Contracting Authority Security Standards for Providers, or other Security Standards pertaining to the solution, shall be recorded as an incident. This includes any non-compliance with the Contracting Authority Security Standards and these provisions, or other security standards pertaining to the solution. Incidents shall be reported to the Contracting Authority immediately, wherever practical, even if unconfirmed or when full details are not known, but always within 24 hours of discovery. If incident reporting has been delayed by more than 24 hours, the Provider should provide an explanation about the delay. Incidents shall be reported through the Contracting Authority's nominated system or service owner. Incidents shall be investigated by the Provider with outcomes being notified to the Contracting Authority.

- 1.22. The Provider shall ensure that any IT systems and hosting environments that are used to handle, store or process Contracting Authority Data shall be subject to independent IT Health Checks (ITHC) using a NCSC approved ITHC provider before go-live and periodically (at least annually) thereafter. The findings of the ITHC relevant to the service being provided are to be shared with the Contracting Authority and all necessary remedial work carried out. In the event of significant security issues being identified, a follow up remediation test may be required.
- 1.23. The Provider or Sub-Providers providing the service will provide the Contracting Authority with full details of any storage of Contracting Authority Data outside of the UK or any future intention to host Contracting Authority Data outside the UK or to perform any form of ICT management, support or development function from outside the UK. The Provider or Sub-Provider will not go ahead with any such proposal without the prior written agreement from the Contracting Authority.
- 1.24. The Contracting Authority reserves the right to audit the Provider or Sub-Providers providing the service within a mutually agreed timeframe but always within seven days of notice of a request to audit being given. The audit shall cover the overall scope of the Service being supplied and the Provider's, and any Sub-Providers, compliance with the clauses contained in this Section.
- 1.25. The Provider shall contractually enforce all these Contracting Authority Security Standards for Providers onto any third-party suppliers, Sub-Providers or partners who could potentially access Contracting Authority Data in the course of providing this service.
- 1.26. Provider and Sub-Providers shall undergo appropriate security assurance activities as determined by the Contracting Authority. Provider and Sub-Providers shall support the provision of appropriate evidence of assurance and the production of the necessary security documentation such as completing the Contracting Authority Security Assurance Model (DSAM) process or the Business Service Assurance Model (BSAM). This will include obtaining any necessary professional security resources required to support the Provider's and Sub-Provider's security assurance activities such as: a NCSC Certified Cyber Security Consultancy (CCSC) or NCSC Certified Professional (CCP) Security and Information Risk Advisor (SIRA)
- 1.27. Where the Provider is delivering an ICT solution to the Contracting Authority they shall design and deliver solutions and services that are compliant with the HMG Security Policy Framework in conjunction with current NCSC Information Assurance Guidance and Contracting Authority's Policy. The Provider will provide the Contracting Authority with evidence of compliance for the solutions and services to be delivered. The Contracting Authority's expectation is that the Provider shall provide written evidence of:
 - i. Compliance with HMG Minimum Cyber Security Standard.
 - ii. Any existing security assurance for the Services to be delivered, such as: ISO/IEC 27001 / 27002 or an equivalent industry level certification.
 - iii. Any existing HMG security accreditations or assurance that are still valid including: details of the awarding body; the scope of the accreditation; any caveats or restrictions to the accreditation; the date awarded, plus a copy of the residual risk statement.
 - iv. Documented progress in achieving any security assurance or accreditation activities including whether documentation has been produced and submitted. The Provider shall provide details of who the awarding body or organisation will be and date expected.

Appendix 7:

PAYMENT AND MILESTONES

1. Funds allocated to a particular milestone activity in Table 1 of this Appendix 7 are available for that expenditure heading only. Funds allocated to a particular accounting year are available for that accounting year only. The allocation of funds in the Table may not be altered except with the prior written consent of the Contracting Authority.
2. The Provider shall maintain full and accurate accounts for the Service against the milestone headings in the Table. Such accounts shall be retained for at least 5 years after the end of the financial year in which the last payment was made under this Contract. Input and output VAT shall be included as separate items in such accounts.
3. The Provider shall permit duly authorised staff or agents of the Contracting Authority or the National Audit Office to examine the accounts at any reasonable time and shall furnish oral or written explanations of the account if required. The Contracting Authority reserves the right to have such staff or agents carry out examinations into the economy, efficiency and effectiveness with which the Provider has used the Contracting Authority's resources in the performance of this Contract.
4. In accordance with clause 19.2 of the Contract, invoices shall be prepared by the Provider monthly in arrears following the Contracting Authority's approval of the evidence submitted against the relevant milestone activity. Invoices shall be detailed against the Milestone headings for the month in question as set out in Table 1 of this Appendix 7. The Provider or its nominated representative or accountant shall certify on the invoice that the amounts claimed were expended wholly and necessarily by the Provider on the Services in accordance with the Contract and that the invoice does not include any costs being claimed from any other body or individual or from the Contracting Authority within the terms of another contract.
5. The Contracting Authority shall accept and process for payment an electronic invoice submitted for payment by the Provider where the invoice is undisputed and where it complies with the standard on electronic invoicing. For the purposes of this paragraph, an electronic invoice complies with the standard on electronic invoicing where it complies with the UK government standard as set out on the www.gov.uk website.
6. Invoices shall be sent by the Provider, within 30 days of the Contracting Authority's approval of the evidence submitted against the relevant milestone activity electronically by email to accountspayable.OCR@education.gov.uk, quoting the Contract reference number. To request a statement, please email accountspayable.BC@education.gov.uk, quoting the Contract reference number.
7. The Contracting Authority undertakes to pay correctly submitted invoices within 5 days of receipt. The Contracting Authority is obliged to pay invoices within 30 days of receipt from the day of physical or electronic arrival at the nominated address of the Contracting Authority. Any correctly submitted invoices that are not paid within 30 days will be subject to the provisions of the Late Payment of Commercial Debt (Interest) Act 1998.

A correct invoice is one that:

- i. is delivered in timing in accordance with the contract;
- ii. is for the correct sum;
- iii. in respect of goods/services supplied or delivered to the required quality (or are expected to be at the required quality);
- iv. includes the date, provider name, contact details and bank details;
- v. quotes the relevant purchase order/contract reference.

If any problems arise, contact the Contracting Authority's Contract Manager. The Contracting Authority shall not be responsible for any delay in payment caused by incomplete or illegible invoices. The Contracting Authority shall, within 10 Business Days of receipt, return to the Provider

for correction invoices that are not correct invoices together with an explanation of the need for correction.

8. At the end of the Term the Provider shall promptly draw-up a final invoice which shall cover all Services provided up to the end of the Term which have not already been invoiced to the Contracting Authority. The final invoice shall be submitted not later than 30 days after the end of the Term.
9. The Contracting Authority shall not be obliged to pay the final invoice until the Provider has carried out all of the Services.
10. It shall be the responsibility of the Provider to ensure that the final invoice covers all outstanding expenditure for which reimbursement may be claimed. Provided that all previous invoices have been duly paid, on due payment of the final invoice by the Contracting Authority all amounts due to be reimbursed under this Contract shall be deemed to have been paid and the Contracting Authority shall have no further liability to make reimbursement of any kind.

Appendix 7: Table 1 – Milestone Payments

<MILESTONE PRICING TABLE REDACTED> (FOIA Section 43: Commercial Information)

Appendix 8

Sustainability

Part A

1. Definitions

“Modern Slavery Assessment Tool” means the modern slavery risk identification and management tool which can be found online at: <https://supplierregistration.cabinetoffice.gov.uk/msat>

“Waste Hierarchy” means prioritisation of waste management in the following order of preference as set out in the Waste (England and Wales) Regulation 2011: (a) Prevention; (b) Preparing for re-use; (c) Recycling; (d) Other Recovery; and (e) Disposal

2. Public Sector Equality Duty

2.1 In addition to legal obligations, where the Provider is providing a Service to which the Public Sector Equality duty applies, the Provider shall support the Contracting Authority in fulfilling its Public Sector Equality duty under S149 of the Equality Act 2010 by ensuring that it fulfils its obligations under the Contract in a way that seeks to:

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

2.1.2. advance:

2.1.2.1. equality of opportunity; and

2.1.2.2. good relations,

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

3. Employment Law

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

4. Modern Slavery

4.1. The Provider:

4.1.1. shall not use, nor allow its Sub-Contractors to use forced, bonded or involuntary prison labour;

4.1.2. shall not require any Provider Staff or Sub-Contractors Staff to lodge deposits or identity papers with the employer and shall be free to leave their employer after reasonable notice;

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

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

4.1.5. shall make reasonable enquires to ensure that its officers, employees and Sub-Contractors have not been convicted of slavery or human trafficking offences anywhere around the world;

4.1.6. shall have and maintain throughout the Term its own policies and procedures to ensure its compliance with the Modern Slavery Act 2015 and include in its contracts with its Sub-Contractors anti-slavery and human trafficking provisions;

4.1.7. shall implement due diligence procedures to ensure that there is no slavery or human trafficking in any part of its supply chain performing obligations under the Contract;

4.1.8. shall prepare and deliver to the Contracting Authority, an annual slavery and human trafficking report setting out the steps it has taken to ensure that slavery and human trafficking is not taking place in any of its supply chains or in any part of its business with its annual certification of compliance with this clause 4. A statement under section 54 of the Modern Slavery Act would be sufficient for the required 'annual slavery and human trafficking report under this clause 4;

4.1.9. shall not use, nor allow its employees or Sub-Contractors to use physical abuse or discipline, the threat of physical abuse, sexual or other harassment and verbal abuse or other forms of intimidation of its employees or Sub-Contractors;

4.1.10. shall not use or allow child or slave labour to be used by its Sub-Contractors; and

4.1.11. shall report the discovery or suspicion of any slavery or trafficking by it or its Sub-Contractors to the Contracting Authority and Modern Slavery Helpline.

5. Environmental Requirements

5.1. The Provider must perform its obligations meeting in all material respects the requirements of all applicable Laws regarding the environment.

5.2. In performing its obligations under the Contract, the Provider shall, where applicable to the Contract, to the reasonable satisfaction of the Contracting Authority:

5.2.1. prioritise waste management in accordance with the Waste Hierarchy as set out in Law;

5.2.2. be responsible for ensuring that any waste generated by the Provider and sent for recycling, disposal or other recovery as a consequence of this Contract is taken by a licensed waste carrier to an authorised site for treatment or disposal and that the disposal or treatment of waste complies with the Law; and

5.2.3. ensure that it and any third parties used to undertake recycling, disposal or other recovery as a consequence of this Contract do so in a legally compliant way, and can demonstrate that reasonable checks are undertaken to ensure this on a regular basis and provide relevant data and evidence of recycling, recovery and disposal.

5.3. In circumstances that a permit, licence or exemption to carry or send waste generated under this Contract is revoked, the Provider shall cease to carry or send waste or allow waste to be carried by any Sub-Contractors until authorisation is obtained from the Environment Agency.

6. Supplier Code of Conduct

6.1. In February 2019, HM Government published a Supplier Code of Conduct setting out the standards and behaviours expected of suppliers who work with government which can be found online at:

https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/779660/20190220-Supplier_Code_of_Conduct.pdf

The Contracting Authority expects to meet, and expects its Providers and Sub-Contractors to meet, the standards set out in that Code.

7. Reporting

The Provider shall comply with reasonable requests by the Contracting Authority for information evidencing compliance with any of the requirements in Paragraphs 1-5 of this Part A within fourteen (14) days of such request, provided that such requests are limited to two per requirement per Contract Year.

Part B

1. Equality, Diversity and Inclusion – Further Requirements

1.1. In delivering the Services, the Provider will comply with the Contracting Authority's equality, diversity and inclusion requirements, to be provided to the Provider by the Contracting Authority.

1.2. The Provider shall ensure that it fulfils its obligations under the Contract in a way that does not discriminate against individuals because of socio-economic background, working pattern or having parental or other caring responsibilities.

Appendix 9

Exit Plan

1. Exit Plan

- 1.1 The Provider shall, within three (3) Months after the Commencement Date, deliver to and work with the Contracting Authority to agree a full and complete off-boarding plan to the satisfaction of the Contracting Authority (the "Exit Plan"), including key milestones, key deliverables and allotted resources.

Appendix 10

Provider's Solution

<TENDER RESPONSE REDACTED> (FOIA Section 43: Commercial Interest).

CALL-OFF AGREEMENT SIGNATURE PAGE

SIGNED BY OR ON BEHALF OF THE PARTIES

Signed by person authorised to sign on behalf of the Secretary of State for Education:	
Signature:	<REDACTED> (FOIA Section 40: Personal Information)
Name:	<REDACTED> (FOIA Section 40: Personal Information)
Role:	<REDACTED> (FOIA Section 40: Personal Information)
Date:	Nov 29, 2022

Signed by a person authorised to sign on behalf of Capita Resourcing Limited	
Signature:	<REDACTED> (FOIA Section 40: Personal Information)
Name:	<REDACTED> (FOIA Section 40: Personal Information)
Role:	<REDACTED> (FOIA Section 40: Personal Information)
Date:	Nov 29, 2022